

SESS. II.—1884.
NEW ZEALAND.

LEASE OF THE WALLSEND COAL MINE AT BRUNNERTON.

Return to an Order of the House of Representatives, dated 20th August, 1884.

Ordered, "That there be laid upon the table a copy of the lease of the Wallsend Coal Mine at Brunnerton."—(Mr. Guinness.)

THIS deed, made the twenty-ninth day of June, one thousand eight hundred and seventy-five, between Her Most Gracious Majesty Victoria, of the United Kingdom of Great Britain and Ireland Queen (hereinafter called "the lessor"), of the one part, and the Greymouth Coal-Mining Company, (Limited), incorporated under the provisions of "The Joint-Stock Companies Act, 1860" (hereinafter called "the lessees"), of the other part: Whereas the said Greymouth Coal-Mining Company (Limited) has been formed for the purpose, amongst other things, of working certain coal mines on the Grey River, in the Province of Westland, in the colony aforesaid, and has applied to the lessor for a lease of a portion of a certain reserve, situated on the south bank of the said river, known as the Grey Coal Reserve: And whereas the lessor has consented to grant to the lessees, and the lessees have agreed to accept, a lease of such portion of the said reserve as is described in the schedule hereunder written upon the terms and conditions hereinafter mentioned: Now, this deed witnesseth that, in consideration of the rent, covenants, and conditions hereinafter reserved, contained, or implied, and on the lessees' part to be paid, observed, or performed, the lessor doth hereby demise to the lessees, their successors and permitted assigns, all and singular the mines, layers, veins, seams, and strata of coal already found and discovered, and which shall or may at any time or times hereafter be opened, found, or discovered in, under, or upon all that parcel of land described in the schedule hereunder written, together with full, free, and exclusive liberty, license, power, and authority to and for the said lessees, their successors and assigns, workmen and servants, in and upon the said piece or parcel of land, or any part or parts thereof, to enter, and there to search, seek, dig, drive, work, and make greves, shafts, drives, trenches, sluices, waygates, watergates, and watercourses, and to lay, make, and use any railroad, tramroad, or other roads or ways for working, getting, raising, procuring, or conveying all the said mines and seams of coal which shall or may be found within, upon, or under the said piece or parcel of land, or any part or parts thereof; together also with the like power and authority, at their will and pleasure, to build and erect upon the said land all such engines, houses, hovels, lodges, sheds, bridges, and other conveniences for the drawing and carrying away water from the collieries, and the coal to be gotten out of the said mines, or for the standing, laying, or placing of workmen, horses, cattle, gear, and utensils to be used or employed in or about the working or carrying-on of the works of the said mines, and to take, send, and carry away all or any of the coal to be wrought and gotten forth out of the said mines as aforesaid, and sufficient ground-room for laying or placing the said coal: Provided always that the site and area of the works of the said lessees, their successors and assigns, shall be subject to approval by the lessor, her successors and assigns:

And also from time to time to alter, remove, pull down, or carry away and dispose of all engines, gins, whimsies, or other erections, matters, and things which have been or shall be made by the said lessees, their successors and assigns, upon the said premises for the purposes aforesaid:

And also with full liberty, power, and authority to dig clay and loam out of and in the said land to make bricks for the bridges, pits, and works to be made for the use of the said mines and collieries or exportation carried on under this demise, and to perform and execute all and every such other acts, matters, and things in and upon the said land and premises as shall be needful and requisite for the working, raising, and getting of the said mines and seams of coal:

And also with full liberty, power, and authority to cut any timber on the said parcel of land, such timber to be used or employed only in or about any of the works as aforesaid, and not to be sold or otherwise disposed of: Excepting and always reserving out of this demise unto Her said Majesty the Queen, her heirs, successors, and assigns, her, his, and their servants and workmen, full and free liberty at all times of taking, holding, or using such part of the land hereby demised as may be required for the purposes of the following works, or any of them, that is to say, for making, constructing, maintaining, using, and working any railroads, tramways, or other roads, path, and ways, water-races, cuttings, drives, and tunnels, or other public works in, through, over, and upon

the said piece or parcel of land hereinbefore described, or any part or parts thereof, and all necessary erections and buildings thereon for the purposes of any such railroad, tramway, or other roads, or for the purposes of any such public works as aforesaid, without being liable to pay to the lessees, their successors or assigns, any compensation whatever for any land taken for or in the construction of the said works hereinbefore mentioned, or any of them, or any part or parts thereof respectively, or by reason of the exercise of any other rights reserved to the lessor by these presents :

And also excepting and reserving out of this demise all gold, silver, and other metals and minerals, except coal, found under or upon the said land, and also the right of cutting timber upon the said land for the purposes of the Government of the said Colony of New Zealand : And also excepting and reserving out of this demise full and free right of using any roads the lessees may at any time during the continuance of this lease construct or make on the said land, provided that such use does not unnecessarily interfere with the said lessees, their successors or assigns :

To have and to hold the said mines, layers, seams, veins, and strata of coal within, upon, or under the said piece or parcel of land, or any part thereof, and all and singular other the premises hereby demised, or intended so to be, with the appurtenances, unto the said lessees, their successors and assigns, from the first day of August, one thousand eight hundred and seventy-three, for and during and unto the full end and term of twenty-one years thence next ensuing, and fully to be complete and ended :

Yielding and paying therefor the yearly rent or sum of twenty pounds for and during each and every year of the said term hereby granted, and payable annually on the thirty-first day of July in each year : And also yielding and paying therefor the rent or royalty of sixpence per ton for every ton of coal which shall be dug, raised, gotten, and taken from the pit's mouth of the said mines hereby demised, until the railway now in course of construction on the south side of the River Grey, in the Province of Westland, in New Zealand, from Brunnerton to Greymouth, be completed and fit for traffic : And after the completion as aforesaid of the said railway, yielding and paying therefor the rent or royalty of two shillings and sixpence per ton for every ton of coal which shall be dug, raised, gotten, and taken from the pit's mouth of the said mines, and which could be and is not carried by the said railway ; such rent or royalty to be paid half-yearly on the thirty-first days of July and January in every year :

Provided always that no such rents or royalties as aforesaid shall be demanded for or on account of any coal to be carried by the said railway : And provided also that no such rents or royalties as aforesaid shall be demanded for or on account of any coal to be used or consumed by fire-engines, steam-engines, or whinsies to be erected for draining or drawing water or coals from the said collieries or mines, or on account of any coals to be used by the workmen to be employed in or about the said works and premises as are customary to be allowed for them for their domestic purposes, nor for the purpose of making bricks or tiles to be used in erecting or building any wharf, quays, warehouses, bridges, erections, or buildings in, upon, or under the said land at any time or times during the continuance of the said term :

Provided also, and it is hereby expressly declared and agreed by and between the said parties to these presents, that in case, at any time or times during the continuance of the said term of twenty-one years hereby granted, or intended so to be, the aforesaid rents, royalties, reservations, or any one or more of them, or any part thereof respectively, shall be in arrear and unpaid for the space of twenty-one days next after any or either of the said days or times of payment, whereupon the same ought to have been paid as aforesaid, then and in every such case, and so often as the same shall happen, it shall and may be lawful to and for the lessor, or her heirs, successors, and assigns, or her or their officers or servants, or other the person or persons entitled to receive the said rents, royalties, or reservations, or his or their agents or servants, not only to stop, hinder, and obstruct the loading, vending, and carrying away any coals from off the said premises, but also to enter upon, seize, and distrain, and to sell and dispose of, all the coals lying above ground, and also all the horses, cattle, carriages, engines, and other utensils, and all materials used and employed for working the said mines and collieries, to the intent thereby and therewith to pay and satisfy the said rents, royalties, reservations, and sums of money hereby reserved, which shall be then due and not paid or satisfied, together with the full costs and charges to be occasioned by such neglect, distress, and sale, rendering upon demand the surplus (if any) to the owner or owners of the cattle, goods, and chattels so to be distrained and sold as aforesaid :

And the said lessees do hereby, for themselves, their successors and assigns, covenant, promise, and agree to and with the lessor, her heirs, successors, and assigns, and the owner or owners of the said piece or parcel of land for the time being, and his, her, and their assigns, in manner following, that is to say, that they the said lessees, or their successors or assigns, shall and will, during the continuance of the said term of twenty-one years, well and truly pay, or cause to be paid, the said rents and royalties hereinbefore reserved as and when the same shall become due and payable, without any deductions, according to the true intent and meaning of these presents :

And also shall and will pay and discharge all rates, taxes, and assessments which now are or at any time hereafter during the continuance of the said term shall be taxed, charged, assessed, or imposed upon the said hereditaments and premises, or upon the coal to be raised or gotten therefrom, or the money which shall arise from the sale thereof, or the rents and royalties thereby reserved :

And also that they, the said lessees, their successors or assigns, shall and will raise and get from the said mines, and have ready for sale and delivery during the first year from the date of these presents, at least two thousand tons of consumable coal, and during the second year at least five thousand tons of such coal, and during the third year, and each and every subsequent year of the said term of twenty-one years, at least fifteen thousand tons of such coal, imperial measure :

And also that they, the said lessees, their successors and assigns, shall and will convey and send, or cause to be conveyed and sent, all the coal hereinbefore agreed to be raised and gotten from the said mines in each year of the said term which is sent in the direction of the Port of Greymouth, and which could be carried by the said railway upon the said railway when the same shall be open for traffic, and a crane or other sufficient appliances shall be so placed at Greymouth and be of such sufficient power as will enable the loading of the coal into ships at the railway wharf at Greymouth aforesaid :

And also shall and will during the continuance of the said term, according to the best of their judgment, skill, and discretion, continue uninterruptedly (suspension and stoppages by reason of any fault or failure in the mines or any inevitable accident only excepted) to work and manage the said mines, and shall and will get, raise, carry away, sell, and dispose of the said mines, layers, seams, and strata of coal, and search for the same, and dig and drive such pits, shafts, levels, and openings as may be deemed requisite and likely to tend to the discovery, winning, or getting the same, and shall carry on such works in a skilful and proper manner, and according to known and usual modes of working ; and shall and will from time to time during the continuance of the said term keep the said mines properly ventilated, and have and construct therein all needful walls, pillars, and other necessary supports, and shall and will raise and draw the slack and rubbish that may be gotten in the said mines, or so much thereof as may be necessary to preserve the said mines clean and not exposed to any damage by fire, and dispose of the same in such manner as shall be approved of by the lessor : And, for the purposes and also to the intent that the said works shall be continued and carried on with full and unabated vigour and effect during the continuance of the said term, that they, the lessees, their successors and assigns, shall and will constantly employ in and about the said mines and works a proper number of good and skilful colliers, workmen, servants, and labourers, and also of horses, cattle, carts, carriages, engines, machinery, utensils, tools, and other articles requisite for the carrying-on and working of the said mines in such a workmanlike manner as shall tend to the mutual benefit, profit, and advantage of the said several parties hereto, or their respective representatives or assigns :

And also shall and will, during the continuance of the said term, keep or cause to be kept regular books, wherein shall be duly entered fair and open, just, correct, particular, and regular accounts in writing, from time to time, of the several quantities of the large or best coals, and slack, which shall from time to time be gotten or received from and out of the said mines, and of such quantities thereof as shall be sold and carried away, or used, consumed, and employed in or about the works of the said mines and premises, and of the several times and dates of such gettings, raisings, sales, conversions, use, and consumption, and also of the number of boats, and the names of the owners and masters or steerers thereof, and also of the owners and drivers of wagons, carts, carriages, trucks, horses, and cattle in and by which the same may be carried away respectively ; and also will make such entries in the said books of accounts at the time or respective times of ascertaining such actual quantities ; and also shall and will permit and suffer the said lessor or her officers, or the owner or owners of the said land, his, her, or their assigns, clerk, or agent for the time being, at all reasonable times to inspect the said books of account, and to make copies thereof or extracts therefrom :

And also shall and will, every six calendar months (to be computed from the date hereof) during the said term, make out and deliver, or cause to be made out and delivered, at their own expense, to the lessor, or her officers, her successors or assigns, a true, correct, and full account of all the coal raised and gotten from the said mines, and of the several quantities thereof, as shall be sold or disposed of, or used, consumed, and employed in or about the works of the said mines and premises for the preceding six calendar months, and of such other particulars relating thereto as may be required ; together with a full and correct map or plan of every mine opened and working, showing the true position of the coal-seams therein, and of the workings, passages, walls, and galleries thereof :

And also shall and will permit the said lessor, or her officers, or her successors or assigns, or any other person or persons whom she or they may appoint, to enter upon the said land, mines, and premises once in every year, and oftener if necessary, and to survey and inspect and to make plans of the said mines and works, and to see whether the same are in good and substantial order, condition, and repair, and are ventilated, worked, managed, and carried on in a proper workmanlike manner, according to the true intent and meaning of these presents ; and shall and will help and assist such person or persons so entering as aforesaid by means of the agents and other workmen, and permit them to have the reasonable use of the engines, implements, and utensils of the lessees, their successors and assigns, for the purposes aforesaid : Provided always that, if on such inspection it shall be found that any working should not be carried on in any mine or a part thereof, or that a mine is not being fully worked, or that any working is not being properly carried on, or that any other matter or thing necessary to be done for effectually carrying out of this lease be not done, or that any other matter or thing is being done which should not be done, then the lessees, upon receiving twenty-one days' notice from the lessor, her officers or servants, her successors or assigns, or their agents, shall do or commence to do, or, as the case may require, shall cease to do, the act, matter, or thing in such notice mentioned ; and shall and will at all times during the continuance of this lease, at their own expense, make and keep sufficient fences for the protection of man and beast around any shaft or pit to be sunk upon the said piece or parcel of land, and also maintain and keep all mines, shafts, machinery, and plant in good working order and condition ; and also, where any mine is abandoned, either fill up the same and resoil the surface, or fence and keep the same fenced in a proper and substantial manner, and also shall fill up any holes made upon the said land by the lessees in seeking for coal either before the date of this lease or subsequently thereto, and resoil the surface, and also shall ~~not~~ nor will do any unnecessary damage to the surface in opening or working any mines :

And also that they, the said lessees, their successors or assigns, shall not nor will at any time hereafter during the said term hereby granted set over, assign, or part with the premises hereby

demised or any part thereof, or let, underlet, or demise the same unto any person or persons, without the license or consent in writing of the Secretary for Crown Lands of the said colony for the time being, or the owner or owners of the said lands, or his, her, or their duly-authorized agent.

And it is hereby declared and agreed, and these presents are upon this express condition, that if the said rents or royalties, or any part thereof respectively, shall not be duly paid as and when the same shall respectively become due and payable, but shall be behind or unpaid for the space of twenty-one days next after any one of the several times whereon the same ought to have been paid as aforesaid, whether the same shall have been demanded or not, or in case of the breach, non-performance, or non-observance of all or any or either of the covenants, clauses, articles, provisoes, and agreements herein contained or implied, then and thenceforth for all or any of the causes aforesaid and at any time thereafter (although no advantage shall have been taken of a previous default) it shall be lawful for the lessor, her heirs, successors, and assigns, or the owner or owners of the said parcel of land, or his, her, or their attorney or agent, by notice in writing signed by him, her, or them, or his, her, or their attorney or agent, to revoke, countermand, and determine this demise, and the several liberties, licenses, powers, and authorities by these presents given or granted, or intended so to be; and immediately after such notice shall have been delivered to the said lessees, their successors and assigns, or the secretary, purser, manager, or principal captain for the time being of the said mine, or left for them or him at their or his last known place of business in the said Province of Westland, or the countinghouse of or upon the said mine or mines, or published in the *Government Gazette* of the said colony, this present deed, and the liberties, powers, and authorities hereby granted, and every article, clause, matter, and thing herein contained, shall cease and determine and be utterly void (save and except so far as concerns and for the purpose of enforcing any right of action which shall have accrued to either of the said parties hereto, his, her, or their respective heirs, successors, executors, administrators, or assigns, by reason of any breach of all or any or either of the covenants and agreements herein contained or implied):

And it shall be lawful for the lessor or her officers, or the owner or owners of the said land, or his, her, or their agents or assigns, in and upon the said mines and premises hereby demised, and every part thereof, to re-enter, and hold the same freed and discharged of and from all the covenants and agreements herein contained or implied, and also to take possession of and receive all plant, machinery, and property whatsoever of the lessees on the said mines and premises and every part thereof, which plant, machinery, and property shall be absolutely forfeited to the lessor.

And it is hereby declared and agreed that it shall be lawful for the said lessees, their successors and assigns, at the expiration of the term hereby granted, and within twelve calendar months thereafter, to remove all buildings, plant, and machinery erected or placed by them in the demised premises, provided that no unnecessary damage be done to the surface in so doing, and that in no case shall any protection or fencing to a pit or shaft, nor any of the fittings or supports of any mine or any part thereof, be removed.

And it is hereby declared and agreed that if the said lessees, their successors or assigns, shall perform and observe all the covenants and conditions herein contained or implied, and shall be desirous of obtaining a fresh lease of the mines and premises hereby demised at the expiration of the term hereby granted, a fresh lease shall be granted to them for the further term of twenty-one years, upon terms to be mutually agreed upon by the parties hereto within the last twelve months of the term hereby granted; and if the terms upon which such lease is to be granted cannot be agreed upon by the parties, then such terms shall be settled by two arbitrators, one to be appointed by the lessor or her officers, her successors or assigns, and the other by the lessees, their successors or assigns, or by an umpire to be chosen by the arbitrators before entering on the consideration of the matters referred to them; and if either party shall neglect to appoint an arbitrator for the space of twenty-one days after a notice in writing so to do shall have been given to him by the other party, or shall appoint an arbitrator who shall refuse to act, then the arbitrator appointed by the other party shall make a final decision alone; and every such arbitration shall be subject to the provisions as to arbitration contained in "The Supreme Court Practice and Procedure Amendment Act, 1866," except where the same are hereby expressly varied, and every submission to arbitration may be made a rule of the Supreme Court of New Zealand on the application of either party.

And it is hereby further declared and agreed that it shall be lawful for the lessees, their successors or assigns, at any time during the last five years of the term hereby granted, to purchase the fee-simple of any part of the land hereby demised whereon any of their works may be, at the price of five pounds per acre:

Provided always that they shall not at any one time purchase less than twenty nor more than fifty acres, and that the total amount of land so to be purchased shall not exceed one hundred and fifty acres, and such purchases, if made, shall include all rights to mine for coal beneath the surface: Excepting and always reserving to the said lessor, her heirs, successors, and assigns, and her, his, and their servants and workmen, full and free liberty at all times of taking, holding, and using such portion of the land purchased as aforesaid as may be required for the purposes of the following works, that is to say, for making, constructing, maintaining, using, and working any railroads, tramways, or other roads, paths, and ways, and other public works in, through, over, and upon the said land so to be purchased as aforesaid, and all necessary erections and buildings thereon, for the purposes of any such railroad, tramway, or other roads, or for the purposes of any such public works as aforesaid, without being liable to pay to the lessees, as such purchasers as aforesaid, or their successors or assigns, any compensation whatever for any land taken for or in the construction of the said works hereinbefore mentioned, or any or either of them whatsoever, and without being liable to pay any compensation to the lessees, their successors or assigns, or their tenants, or others claiming or holding under them, or by reason of the exercise of any rights hereby reserved to the lessor, her successors or assigns; and also excepting and reserving all mines of gold, silver, and other metals and minerals (except coal) upon or under the same.

In witness whereof His Excellency the Governor of New Zealand, on behalf of the lessor, hath hereunto set his hand and hath caused these presents to be passed under the Seal of the Colony, and the common seal of the said lessees hath been hereunto set and affixed the day and year firstly hereinbefore written.

Signed by His Excellency the Governor, and
sealed with the Seal of the Colony, in the
presence of—

(L.S.)

NORMANBY.

EDWARD RICHARDSON,

Minister for Public Works, Wellington.

Signed by William Simpson Smith and James
Barkley, two of the Directors of the
above-named Company, and sealed with
the seal of the said Company in the pre-
sence of—

(L.S.)

W. S. SMITH.
J. BARKLEY.

HEBER NEWTON,
Solicitor, Greymouth.

G. W. Moss,
Secretary, Greymouth C.M. Co.

THE SCHEDULE REFERRED TO IN THE BEFORE-WRITTEN LEASE.

ALL that parcel of land part of the Grey Coal Reserve aforesaid, commencing at a point thirty-five chains on the south bank of the Grey River westward of Stillwater Creek; and bounded on the East by a line bearing S. 12° E., one hundred and thirty-one chains; on the South by a line bearing S. 71½° W., eighty-three chains and fifty links; on the West by a line bearing N. 20° W., sixty-nine chains; and on the North by the waters of the Grey River to the point of commencement: and containing one thousand acres more or less; as the same is shown in the plan hereon drawn.



