

entitled to recover, by way of special damages, an amount equal to the estimated cost of the works and machinery constructed and erected upon the said land by the purchaser, allowance being made for depreciation.

7. Nothing herein contained or implied shall be construed or taken to confer, or affect to confer, upon the purchaser any estate, right, or title or interest in the said land, or in any Native land whatsoever; but these presents shall be read and construed as a personal agreement only between the parties hereto and their respective executors and administrators; and anything herein contained or implied which, but for the provisions of this present paragraph hereof, might be construed, or deemed to have the effect of, or to be intended to confer any such estate, right, title, or interest, is hereby declared to be absolutely revoked, cancelled, or annulled in so far as such effect, or intended effect, is concerned, but not otherwise.

In witness whereof the said parties hereto have hereunto signed their names the day and year first above written.

Te Huia te Rira.	Ngaraukura.
Te Kapa te Aira.	Kau Rimene.
Marei Kura.	Ngamuna.
Kokuapuru.	Kiwha te Awa.
Rangiawhio.	Rangiauraki.
Te Rira Haena.	Korota Tamihana.
Waata te Rira.	

Signed by the said Te Huia te Rira, Te Kapa te Aira, Marei Kura, and by Kokinapuru, Te Rira Haena, Waata te Rira, Ngaraukura, Kau Rimene, Ngamuna, Kiwha te Awa, Rangiauraki, and Korota Tamihana, after the same had been read over and explained to them in the Native language by Wetere te Rerenga, Native Assessor, and David Cockburn, in the presence of R. H. PATERSON, settler, Mokau.

Kaititiro o tehoinga o enei ingoa.

(Signed) WETERE TE RERENGA, Oteha, Mokau.  
GEO. STOCKMAN.

Signed by the said George Stockman, in the presence of R. H. PATERSON, Settler, Mokau.  
WETERE TE RERENGA.

*Pro* New Plymouth, 15/6/87.  
Notif. Nos. 396 and 397, J.E.M.

MEMORANDUM OF AGREEMENT made between the aboriginal Natives of New Zealand executing these presents of the one part, and George Stockman, of Tikorangi, in the County of Taranaki, Farmer, of the other part.

WHEREAS the said aboriginal natives, party hereto, are the owners of or interested in certain lands situated on the northern side of the river Mokau, in the Provincial District of Taranaki. And whereas the said Natives are desirous of having the said lands prospected and of having mines for minerals opened thereon, and with that object have requested the said George Stockman to enter upon their said lands, and to mine for minerals thereon.

Now, this agreement witnesses that for the consideration hereinafter appearing they, the said Natives, party hereto, do and each of them doth hereby promise and agree to and with the said George Stockman and his appointees that they, the said Natives, will henceforth for the term of ninety-nine years from the date hereof permit and allow the said George Stockman and his appointees to enter at will in and upon all lands in the Mokau District lying to the northward of the River Mokau which shall belong to the said Natives, or to any one or more of them or in which they or any one or more of them shall be interested or possess any estate, and to open and work and maintain any mines thereon, and to dig and carry away any minerals of any nature whatsoever that may be found thereon or therein, and to cut, fell, and consume and use all trees and timber thereon. And in consideration of these premises the said George Stockman doth hereby promise and agree to and with the said Natives that he and his appointees will pay to the said Natives respectively according to their property or interest in the lands from which any such minerals shall be taken one-fifth of the net proceeds which shall be realised from the sale of such minerals. And the said parties hereto do hereby mutually agree for themselves respectively and for their respective heirs, executors, administrators, and assigns that they will, as soon as conveniently may be after the said lands shall have passed the Native Land Court and the titles thereto have been ascertained, execute a deed for the purpose of carrying into effect this agreement.

As witness the hands of the said parties hereto this twenty-seventh day of December, one thousand eight hundred and eighty-one (1881).

Signed by the undermentioned Natives, after being read over and explained to them respectively in the Maori language by Edward William Stockman, a Licensed Native Interpreter, when they appeared to thoroughly understand the same, and consented thereto, that is to say by,—

Mare Kura.	Wetini Paneta.
<i>Signatures :</i>	Hirawaru Tuku Titaiheke.
Taki Rau Watihi.	Na ke Aeura.
Oro Watihi.	Na Wetere te Rerenga.
Epiha Karoro.	

E. W. STOCKMAN, Licensed Interpreter, New Plymouth.

GEORGE STOCKMAN.

THOMAS BAYLY, J.P., Waitara East, 27th December, 1881.

JOSEPH DAVID BAKER, storekeeper, Waitara.