

land, for the inspection of all mines and workings therein and thereon, or otherwise howsoever shall, so far as the same are not inconsistent with the express provisions of this lease, be deemed to form part of this lease and to be incorporated therein.

(13.) If the lessee desires an extension of the period of six months within which mining operations are to be commenced, as provided in clause 9 hereof, he may at any time during the said period deposit with the Minister of Mines the sum of five hundred pounds (£500), and thereupon the said term shall be deemed to be extended so that such operations may be commenced within twelve months from the date of this lease, and clauses 1 and 9 hereof shall be construed accordingly. Any such deposit shall be added to the said deposit of eight hundred and seventy pounds (£870) already made with the Warden as aforesaid, and the aggregate sum shall be subject to be refunded or forfeited in the same way and under the like circumstances as is hereinafter provided with respect to the said deposit of eight hundred and seventy pounds (£870).

(14.) The said deposit of eight hundred and seventy pounds (£870) already made with the Warden as hereinbefore appearing shall, on the application of the lessee, be refunded to the lessee in one sum or in sums from time to time of not less than fifty pounds (£50) at any one payment, on the production by the lessee of the certificate of an Inspector of Mines showing that moneys at the rate of at least one hundred pounds (£100) for every fifty pounds (£50) applied for as a refund have been expended in the development and working of the lands comprised herein: Provided always that if at any time this lease shall be lawfully cancelled or forfeited owing to the default of the lessee any portion of the said sum of eight hundred and seventy pounds (£870), or of any other deposit made by the lessee in terms of these presents which shall not then have been refunded, or to the refund of which the lessee shall not then have become entitled, shall be absolutely forfeited to the lessor as and by way of liquidated damages.

(15.) This lease shall be deemed to be granted under and subject to the provisions of the Mining Act, 1908.

(16.) Any power to be exercised, or any notice, act, or thing to be given, done, or performed by or on behalf of the lessor shall be sufficiently exercised, given, done, or performed by or on behalf of the lessor by the Warden for the time being at Collingwood on behalf of the lessor, or by any person or persons whom he may from time to time appoint in writing in that behalf as occasion shall require; and any notice to be given to the lessor by the lessee shall be sufficiently given if given to the Warden for the time being at Nelson on behalf of the lessor, or to any person or persons so appointed, or if posted in a registered letter addressed to such Warden or left addressed as aforesaid at the office of such Warden.

(17.) And the lessor doth hereby covenant with the lessee that the lessee duly paying the rents and royalties hereby reserved, and observing and performing the covenants and stipulations on his part herein contained, shall peaceably hold and enjoy the lands, mines, rights, liberties, privileges, powers, and authorities hereby demised and granted during the said term without any interruption by the lessor or any person rightfully claiming through, under, or in trust for him.

(18.) And it is hereby agreed and declared that if and as often as the rent or royalty or any part thereof is in arrear or unpaid for the space of sixty days next after any of the days hereinbefore appointed for the payment thereof, although no formal demand may have been made therefor, or if the lessee shall commit a breach in the observance or performance of any other of the covenants, conditions, or provisions herein contained or implied, it shall be lawful for the lessor or his agent or servant, without prejudice to any other remedy he may have, and notwithstanding that he may not have taken advantage of any previous neglect or default, upon the demised land to re-enter, and thereupon this lease shall be absolutely determined, but without releasing the lessee from the payment of any arrears of rent or from any action or suit for or on account of any preceding default.

In witness whereof these presents have been executed by or on behalf of the parties hereto the day and year first before written.

THE SCHEDULE ABOVE REFERRED TO.

All that block of land in the Land District of Nelson, containing by admeasurement eight hundred and seventy acres (870), more or less, being section marked C23, Block II, on the plan of the Waitapu Survey District: bounded (commencing at the most northern corner of the said section) on the north-east (2061·8 links) partly by a public road and partly by Section 7, Block II, and partly (11509·1 links) by Crown land; on the south-east partly (2573 links) by Section 4, Block IV, and partly (8405·7 links) by Section 5, Block IV; on the south-east (11896 links) by Crown land; on the north-east (1226·5 links) by Section C14, Block II; and again on the north-west (600 links) by Section C14, Block II; on the north-east (2233·5 links) by Section C8, Block II; again on the north-west (1569·6 links and 1134 links) by Section C8, Block II; again on the south-west (1770 links) by Section C8, Block II; and again on the south-east (600 links) by Section C8, Block II; on the south-west (1492·5 links and 413 links) by Section C14, Block II; on the south-east (2041·6 links) by Section C14, Block II; and generally on the west and north (roughly 10000 links) by the River Onakaka and Crown land to the starting-point: as the same is shown on the plan annexed hereto and thereon edged with a pink colour.

Signed by John Poynder Dickson-Poynder, Baron Islington, His Excellency
the Governor of the Dominion of New Zealand, for and on behalf of His
Majesty the King, in the presence of—Arthur Guise, Private Secretary,
Wellington. ISLINGTON.
(L.S.)

Signed by the said Thomas A. Turnbull in the presence of—
James Houlker, Solicitor, Nelson. } THOMAS A. TURNBULL.

I hereby confirm the foregoing lease.

In witness whereof I, James Sim Evans, as such Warden as aforesaid, have hereunto subscribed my name and affixed the seal of the Warden's Court at Collingwood, this 14th day of September, 1912.

J. S. EVANS, Warden.