

instalment having been duly paid, and the subsequent instalments being due and payable in advance on the day of and the day of in each year throughout the said term: Provided always, and it is hereby expressly declared and agreed, as follows:—

1. These presents shall be construed and taken to be a demise of the surface of the demised land only, and shall not entitle the lessee to mine on or under the demised land, or to extract, dig, or search for gold or any other metals or minerals therein or thereon.
2. The lessee shall have no claim for compensation or otherwise against the lessor, His Majesty the King, or any other person or persons, or body or bodies corporate whomsoever or whatsoever, for or on account of any loss which the lessee may sustain on account of mining operations carried on below the surface of the demised land or the lands adjoining thereto.

And the lessee doth hereby covenant with the lessor as follows:—

- (a.) That the lessee will from time to time well and truly pay the said rent as hereinbefore appointed, and also all rates, taxes, and assessments levied on the demised land during the said term. And also
- (b.) That the lessee will not part with, assign, or underlet the demised land or any part thereof without the previous consent in writing of the lessor, or of some person duly authorised by the lessor to give such consent. And also
- (c.) That the lessee will not mine for gold or any other metal or mineral on or under the demised land, or extract, dig, or search for gold or any other metal or mineral therein or thereon. And also
- (d.) That the lessee will not at any time commence or prosecute any action or suit or take any proceedings against any person or body corporate to recover any compensation or damages for any loss which the lessee may sustain on account of any mining operation carried on below the surface of the demised land or the lands adjoining thereto.

And it is hereby further agreed and declared that these presents are subject to the provisions of section 43 of "The Mining Act, 1908," and are granted on the express condition that, if and as often as the said rent or any part thereof is in arrear and unpaid for thirty days next after any of the days hereinbefore appointed for the payment thereof, although no formal demand may have been made therefor, or if and as often as the lessee neglects or fails to observe any other of the covenants or provisions herein contained or implied, or for six months continuously abandons or deserts the demised land, then in any of such cases it shall be lawful for any person or persons thereunto duly authorised by the lessor, or by the Minister of Mines, into and upon the demised lands to re-enter, and thereupon this demise 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 the lessor and the lessee have hereunto set their hands the day and year firstly hereinbefore written.

, Lessor.
, Lessee.

Signed by the within-named lessor
in the presence of—

A. B.
[Residence and occupation.]

Signed by the within-named lessee
in the presence of—

C. D.
[Residence and occupation.]

Consented to this day of

, 190 .
Minister of Mines.

Form 102 (Reg. 53).

APPLICATION FOR LICENSE UNDER SECTION 44 OF THE MINING ACT.

[As in Form 15 in the First Schedule hereof, with all necessary modifications, including Schedule, as follows.]

SCHEDULE.

Purpose for which license is required :
Proposed term of license :
Locality where land is situated, with its boundaries, measurements, and area :

Form 103 (Reg. 53).

LICENSE UNDER SECTION 44 OF THE MINING ACT.

PURSUANT to "The Mining Act, 1908," I, the undersigned, Warden of the Mining District, do hereby grant to [Full name, residence, and occupation] this license, authorising the licensee to [State purpose of license] on or over the land described in the First Schedule hereto.

This license is granted for a term of years, commencing on the date hereof, subject to the terms, conditions, reservations, and provisions set out in "The Land Act, 1908," and Mining Act and the regulations thereunder, and to such additional terms, conditions, reservations, and provisions as are specified in the Second Schedule hereto.

In witness whereof, &c.

FIRST SCHEDULE.

[Describe the land.]

SECOND SCHEDULE.

[Additional terms, if any.]

Form 104 (Reg. 54).

LEASE UNDER SECTION 45 OF "THE MINING ACT, 1908."

THIS deed, made the day of , one thousand nine hundred and , in pursuance of section forty-five of "The Mining Act, 1908," between His Majesty the King (who, with his heirs and successors, is hereinafter referred to as "the King") of the one part, and (who, with his executors, administrators, and permitted assigns, is hereinafter called "the lessee") of the other part, witnesseth that the King doth hereby demise and lease unto the lessee all that piece or parcel of land, situate at , in the

Mining District, containing , and being Suburban Section Number on the Warden's office plan of , and as the same is more particularly delineated in the plan drawn in the margin of these presents and therein coloured red: To hold the same unto the lessee for the term of years from the date hereof: Yielding and paying unto the King during the said term the yearly rent of in advance by equal half-yearly instalments, the first of such instalments having been duly paid, and the subsequent instalments being due and payable in advance on the day of and the day of in each year throughout the said term: Provided always, and it is hereby expressly declared and agreed, as follows:—

1. These presents shall be construed and taken to be a demise of the surface of the demised land only, and shall not entitle the lessee to mine on or under the demised land, or to extract, dig, or search for gold, or any other metals or minerals therein or thereon.
2. The lessee shall have no claim for compensation or otherwise against the King, or against any person or persons, or body or bodies corporate, for or on account of any loss which the lessee may sustain on account of mining operations carried on below the surface of the demised land, or the lands adjoining thereto, provided that such mining