

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 authorized 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 45 of the Mining Act, 1926, 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 authorized 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 first 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      , 19      .

, Minister of Mines.

Form 97 (Reg. 54).

#### LEASE UNDER SECTION 47 OF THE MINING ACT, 1926.

THIS deed, made the      day of      , one thousand nine hundred and      , in pursuance of section forty-seven of the Mining Act, 1926, 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 operations were not being carried on at a less distance from the surface than that sanctioned by the Warden.

3. This lease shall be subject to all the provisions of the Mining Act, 1926, and regulations thereunder, and its and their amendments, relating to the forfeiture and abandonment of residence-sites, and to the recovery of rents in arrear, and such provisions shall be deemed to be incorporated herein, and to form part of the conditions of the lease.

4. At the expiration of the term of this lease the section shall (unless required by the Crown) be again put up for auction, but weighted with the value of the buildings and other improvements then existing thereon, ascertained by valuation under section forty-two of the Mining Act, 1926, but in no case shall any right of valuation exist as against the Crown.

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

- (a.) That the lessee will from time to time pay the said rent to the said Receiver of Gold Revenue at      , 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, underlet, or otherwise dispose of the demised land, or any part thereof, without the previous consent in writing of the King, or some person duly authorized 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 minerals 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 operations carried on below the surface of the demised land, or the lands adjoining thereto, provided that such mining operations were not being carried on at a less distance from the surface than that sanctioned by the Warden; and also
- (e.) That the lessee shall within twelve months from the date of this lease fence the whole of the land herein demised with a substantial fence.

And it is hereby further agreed and declared that these presents are subject to the provisions of section forty-seven of the Mining Act, 1926, and are granted on the express conditions 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 the said demised premises, then in any of such cases it shall be lawful for any person or persons thereunto duly authorized by the King, or by the Minister on his behalf, into and upon the demised land 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 Warden of the      Mining District, on behalf of the King, and the said lessee, have set their hands respectively the day and year first hereinbefore written.

[Lessor.]  
[Lessee.]

Signed by A. B., Warden, &c., for and on behalf of the King,  
in the presence of—

[Residence and occupation.]

Signed by the said lessee in the presence of—

[Residence and occupation.]

Form 98 (Reg. 147).

#### APPLICATION TO BE REGISTERED AS A MINING AGENT.

To the Warden of the      Mining District, at      .  
PURSUANT to the Mining Act, 1926, the undersigned hereby makes application to be registered as a mining agent for the