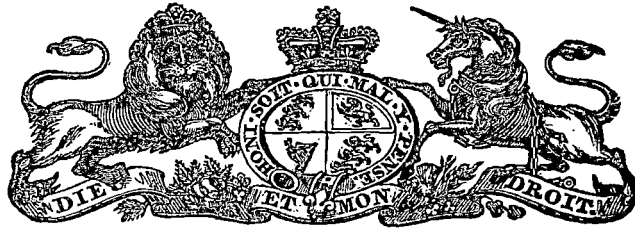


(No. 116.)



1878.

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T A S M A N I A.

H O U S E O F A S S E M B L Y.

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**TAMAR HEMATITE IRON COMPANY:**

PAPERS AND CORRESPONDENCE RELATIVE TO TRANSFER  
OF LEASE OF CROWN LANDS.

*Return to an Order of the House of Assembly. (Mr. Dooley.)*

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Laid upon the Table by the Minister of Lands, September 4, 1878; and ordered  
by the House to be printed, February 6, 1879.



Launceston, 19th January, 1878.

MY DEAR SIR,

Mr. Douglas has this morning applied for a lease of 30 acres including all the auriferous land on the Hematite Company's lease at Cabbage Tree Hill. He informs me that he has marked off the ground as required by Regulation 87. His application is not in the prescribed form, but he will make the formal application and publish the *Gazette* notice within the 14 days allowed.

It is a question if he is the holder of the lease under "The Mineral Leases Act, 1870," but I suppose he must be recognised as such when he produces the assignment of the lease from the Hematite Company. I have not had time this morning to look very carefully into this matter, but it appears to me his application for a gold-mining lease under Section 30 of "The Mineral Lands Act, 1877," settles the difficulty in dealing with the question of the forfeiture of the mineral lease. The lessee of the land under "The Mineral Leases Act, 1870," has the right to apply for the lease; and having applied, and complied in all particulars with the Gold Field Regulations, (presuming he does so on Monday), I do not think his title to the ground can be affected in any way by the action of the Executive in cancelling or otherwise the mineral lease. He will have a legal status as an applicant for a gold-mining lease, and none of the other persons occupying the ground have any right whatever,—are, in fact, trespassers. If the Executive cancel the mineral lease, it appears to me Mr. Douglas's application must go on through all its stages. I do not think he can apply for 30 acres without special permission from you, but for 25 acres only, the limit prescribed in Regulation 85.

When he makes the formal application I shall have to call upon him to show me that he is the lessee: if he cannot do that I do not see how I can receive his application.

I am told that several people are on the look out for the forfeiture, ready to mark off at midnight.

Yours faithfully,

BERNARD SHAW.

The Hon. N. J. BROWN.

*APPLICATION for Gold-Mining Lease.*

Launceston, 28th January, 1878.

SIR,

I HEREBY apply for a Lease, the particulars of which are hereunder set forth; and I agree that I will execute such Lease upon the basis therein stated, as the Governor shall think fit to grant.

I have the honor to be,  
Sir,

Your obedient Servant,

ADYE DOUGLAS.

To the Hon. the Minister of Lands.

Name in full of Applicant or Applicants, and Style under which it is intended that the Business shall be carried on.—Abye Douglas.

Full Address of each Applicant.—Launceston.

Extent of ground applied for.—Thirty acres.

Name of each person who, if any, is occupying the Land applied for.—Applicant.

Precise Locality.—Bounded in front by the main road from Launceston to Ilfracombe, commencing at the north-west corner of land granted to — Hunter 1273 links, on the south east by a perpendicular line 1570 links, on the south by a perpendicular line of 2790 links, on the north west by a perpendicular line of 520 links to Hunter's grant, on the north east by Hunter's grant, and on the north west by a line of 1014 links along Hunter's grant to point of commencement.

General Remarks.—This land is applied for by me as the purchaser of the Hematite Iron Company's Land, by virtue of "The Mineral Leases Act, 1877."

ADYE DOUGLAS.

*Launceston, 29th January, 1878.*

SIR,

Your application to lease, under the Gold Field Regulation Act, thirty acres of land, being part of a Section held under "The Mineral Leases Act, 1870," at Cabbage Tree Hill, West Tamar, was placed in my hands yesterday.

I notice you have erased from the printed form of application that part referring to the deposit of £10. Any application made under the authority of the 30th Section of the Mineral Lands Act must be accompanied by the deposit and survey fee required under the Gold Field Regulations.

The Gold Field Regulations do not authorise you to include a larger area in one application than twenty-five acres without the special permission of the Minister of Lands and Works.

I cannot record an application from you or deal with it in the prescribed manner until the mineral lease has been transferred to you under the 19th Section of the Mineral Lands Act.

I have, &c.

B. SHAW.

ADYE DOUGLAS, *Esq.*

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*Launceston, 30th January, 1878.*

SIR,

Yours of the 29th instant received. It appears we read the Act differently. But in order to avoid difficulty I enclose cheque for £10, which I shall endeavour to get returned. Also as regards the acreage. If it shall be determined by the authorities that I can claim only 25 acres, so be it; but I am of opinion that I have a right to all or any portion of the land of which I have purchased the lease for myself and others. The Gold Fields Regulations can have no effect on me as lessee.

Yours truly,

ADYE DOUGLAS.

B. SHAW, *Esq., Commissioner.*

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*Launceston, 2nd February, 1878.*

SIR,

I HAVE your note of 30th instant. No doubt the lessee has a right to lease the whole of the land included in the mineral lease. I never thought otherwise. But the question is whether he can hold it in one lease or in areas not exceeding the acreage prescribed in the Gold Field Regulations. I shall submit the matter to the Minister for the opinion of the law officers.

As I cannot recognise you as the lessee of the mineral section until you have obtained the transfer under the 19th Clause of the Mineral Lands Act, I do not feel justified in receiving the deposit of £10, and, therefore, I return your cheque for that amount. When you are in a position to make the application you will be required to pay the survey fee, £3 10s., as well as the deposit.

I have, &c.

B. SHAW.

ADYE DOUGLAS, *Esq.*

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*Launceston, 21st February, 1878.*

SIR,

I HAVE the honor to forward for your perusal correspondence between Mr. Adye Douglas and myself upon the subject of an application for a Gold Mining Lease under the 30th Section of the Mineral Lands Act.

Mr. Douglas claims the right (when he is in a position to be recognised as the lessee) of applying for a Gold Mining Lease of the whole area held under the mineral lease, but I am of opinion he cannot hold in one lease more than the area prescribed by the Gold Field Regulations; although he may hold as many leases as will cover the whole section.

The 30th Section is not, however, very clear on this point, and I would suggest the matter be referred for the opinion of the Hon. the Attorney-General.

I have, &c.

BERNARD SHAW, *Commissioner.*

*The Hon. the Minister of Lands & Works, Hobart Town.*

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WILL the Hon. the Attorney-General please advise me whether under 30th Section of the Mineral Lands Acts, 1877, a lessee is entitled to a Gold Mining Lease for an area larger than that prescribed under the Gold Fields Regulation Act?

NICHOLAS J. BROWN.  
1. 3. 78.

SECTION 30 of the Mineral Lands Act provides that a lessee shall, under certain circumstances, *apply* for a Gold Mining Lease; but it may be argued that the section does not directly or indirectly provide that the Governor in Council *shall* grant a lease. Such lessee, therefore, cannot perhaps be said to be *entitled* to a lease for any area; but the point is doubtful. Should the Governor in Council think fit to grant a lease, I think that the application must be made as to area under the Gold Field Regulations. By Regulation 85 of 14th March, 1871, the area may be increased in special cases.

ALFRED DOBSON.  
9 March, '78.

MR. DOUGLAS will have the right, so soon as he obtains transfer of the lease from the Hematite Iron Company, of applying for a lease under the Gold Field Regulations.

A subsequent cancelling of the lease by the Governor in Council will not set aside that application, which must proceed in the usual manner.

After obtaining the transfer, if Mr. Douglas surrenders the lease, with the understanding that a fresh lease for the non-auriferous portion will be granted him, holders of Miners' Rights can lawfully proceed to mine for gold, each taking possession of the prescribed area of an unregistered alluvial claim upon the ground selected for Gold Mining Lease by Mr. Douglas.

An application for a lease of auriferous land is no protection against the holder of a Miner's Right. Until the lease is actually executed by both Minister and lessee, and is in the possession of the lessee, the latter cannot interfere with the miners.

By permitting Mr. Douglas' application to stand over for a while the miners will be afforded an opportunity of working out the shallow alluvial deposits of gold, and when that has been done the application can proceed.

The holders of Miners' Rights will obtain their titles to the ground subsequent to the receipt of Mr. Douglas' application for lease, and must, therefore, (should any remain) vacate when Mr. Douglas obtains his lease. Should they refuse to do so the Gold Fields Regulation Act provides a summary means of ejecting them.

B. S.  
12. 2. 78.

WILL the Honorable the Attorney-General please advise me whether the arrangement proposed by Mr. Commissioner Shaw is one that he would recommend as a solution of the difficulty in dealing with the Tamar Hematite Co.'s leased lands?

NICHOLAS J. BROWN.  
1. 3. 78.

THE proposed arrangement, which was discussed in Launceston by the Hon. the Colonial Treasurer, Mr. Douglas, Mr. Shaw, and myself, will, I think, be a satisfactory solution of the difficulty, inasmuch as both contending parties—the miners on the one hand and Mr. Douglas on the other—will be satisfied. Should any action be taken in the matter the details of the arrangement must be reduced to writing and signed by Mr. Douglas. To prevent complications the miners themselves may also be made parties.

ALFRED DOBSON.  
9 March, '78.

STAMPED in my presence this second day of March, 1878.

GEO. PATTEN ADAMS, *Collector of Stamp Duties.*

ARRIVED in Tasmania within sixty days.

GEO. PATTEN ADAMS,  
2nd March, 1878.

#### TRANSFER OF LEASE.

*Melbourne, Victoria, 26th February, 1878.*

*To the Minister of Lands and Works, Hobart Town.*

WE, JOHN BENN and HASTINGS CUNNINGHAM, both of Melbourne, in the Colony of Victoria, Merchants, being the holders of a lease under "The Mineral Leases Act, 1870," to a claim containing twenty acres, and situate in the Parish of Philips Norton, County of Devon, bounded as follows,—On the north east by twenty-two

chains, and ninety-seven chains south-easterly along land applied for to purchase by Duncan Longden commencing at a point distant fourteen chains or thereabouts from the south-east angle of Lot 3324 purchased by J. W. Brown and B. H. Dodds (partly crossing a reserved road), on the south east by nine chains south-westerly along the first-mentioned land, on the south west by twenty-three chains north-westerly also along that land (re-crossing the aforesaid reserved road), and thence on the north west by nine chains north-easterly also along that line (partly re-crossing the aforesaid reserved road) to the point of commencement,—do by these presents transfer and assign all our right, title, and interest in the said lease to Adye Douglas, of Launceston, in Tasmania, Solicitor: and we hereby request that this transfer may be registered or recorded in your office.

In witness whereof we have hereunto set our hands and seals this twenty-sixth day of February, one thousand eight hundred and seventy-eight.

JOHN BENN. (Seal.)  
H. CUNINGHAM. (Seal.)

Signed, sealed, and delivered by the said John Benn and Hastings Cuningham in my presence. Witness—  
ALF. H. MALLESON, *Notary Public, Melbourne.*

I, ADYE DOUGLAS, the above-named transferee, do accept the above transfer.

In witness whereof I have hereunto set my hand and seal this first day of March, 1878.

ADYE DOUGLAS. (Seal.)

Signed, sealed, and delivered by the said Adye Douglas in the presence of CHARLES HOGG, *Solicitor, Launceston.*

APPROVED.—NICHOLAS J. BROWN.  
5. 3. 78.

REGISTERED.—G. F. LOVETT.

STAMPED in my presence this second day of March, 1878.

GEO. PATTEN ADAMS, *Collector of Stamp Duties.*

ARRIVED in Tasmania within sixty days.

GEO. PATTEN ADAMS,  
2nd March, 1878.

#### TRANSFER OF LEASE.

*Melbourne, Victoria, 26th February, 1878.*

*To the Minister of Lands and Works, Hobart Town.*

WE, JOHN BENN and HASTINGS CUNINGHAM, both of Melbourne, in the Colony of Victoria, Merchants, being the holders of a lease under "The Mineral Leases Act, 1870," of a claim containing thirty-four acres of land situate in the Parishes of Philips Norton and Wells, County of Devon, bounded as follows,—On the north by four chains and forty-four links westerly along land leased to Richard William Butler commencing at the south-east angle thereof on Middle Arm Creek, on the north west by four chains and fifty-four links south-westerly along Crown land, on the south west by two chains and seventy-one links south-easterly along Crown land, again on the north west by seventeen chains and sixty-three links south-westerly also along Crown land, again on the south west by thirteen chains and forty-seven links south-easterly also along Crown land (crossing Middle Arm Creek), on the south east by twenty-four chains and eleven links north-easterly along crown land, and thence along land leased to John Charles Lloyd (re-crossing Middle Arm Creek) to the point of commencement,—do by these presents transfer and assign all our right, title, and interest in the said lease to Adye Douglas, of Launceston, in Tasmania, Solicitor: and we hereby request that this transfer may be registered or recorded in your office.

In witness whereof we have hereunto set our hands and seals this twenty-sixth day of February, one thousand eight hundred and seventy-eight.

JOHN BENN. (Seal.)  
H. CUNINGHAM. (Seal.)

Signed, sealed, and delivered by the said John Benn and Hastings Cuningham in my presence. Witness—  
ALF. H. MALLESON, *Notary Public, Melbourne, Victoria.*

I, ADYE DOUGLAS, the above-named transferee, do accept the above transfer.

In witness whereof I have hereunto set my hand and seal this first day of March, 1878.

ADYE DOUGLAS. (Seal.)

Signed, sealed, and delivered by the said Adye Douglas in presence of CHARLES HOGG, *Solicitor, Launceston.*

APPROVED.—NICHOLAS J. BROWN.  
5. 3. 78.

REGISTERED.—G. F. LOVETT.

STAMPED in my presence this second day of March, 1878.

GEO. PATTEN ADAMS, *Collector of Stamp Duties.*

ARRIVED in Tasmania within sixty days.

GEO. PATTEN ADAMS,  
2nd March, 1878.

TRANSFER OF LEASE.

Melbourne, Victoria, 26th February, 1878.

To the Minister of Lands and Works, Hobart Town.

WE, JOHN BENN and HASTINGS CUNINGHAM, both of Melbourne, in the Colony of Victoria, Merchants, being the holders of a lease under "The Mineral Leases Act, 1870," of a claim containing two hundred and eighty-three acres, and situate in the Parishes of Wells and Philips Norton, in the County of Devon, and described as firstly,—all those seventy-five acres of land situate and being in the Parish of Wells, in the County of Devon, in Tasmania, and bounded as follows:—On the north by twelve chains and ninety-eight links easterly along land purchased by G. Blyth commencing on the south-west angle thereof on Middle Arm Creek (crossing a reserved road), on the north east by forty-eight chains and ten links south-easterly along crown land, on the south east by fourteen chains and ninety links south-westerly along land heretofore leased to John Benn (recrossing the aforesaid road), on the south west by fifty-three chains north-westerly along crown land to Middle Arm Creek aforesaid, and thence by that creek to the point of commencement. And also, secondly,—all those eighty acres of land situated and being in the Parish of Wells aforesaid, and bounded as follows:—On the north west by seventeen chains south-westerly along land heretofore leased to John Charles Lloyd, and along crown land commencing at the east angle of the first-mentioned land (crossing a reserved road), on the south west by fifty chains south-easterly along crown land, on the south east by sixteen chains and ninety-five links north-easterly along crown land (re-crossing the aforesaid reserved road), and thence on the north east by fifty chains north-westerly along crown land to the point of commencement. And also, thirdly,—all those eighty acres of land situate and being in the Parish of Wells aforesaid, and bounded as follows:—On the north east by thirty-nine chains and ten links north-westerly along crown land commencing at a point on Sassafraz Creek and extending to the south-eastern boundary of land applied for to lease by John Benn, on the north west by thirteen chains and seventy links south-westerly along that land and along crown land, again on the south west by twenty-two chains south-easterly also along crown land, again on the north west by six chains south-westerly along crown land, again on the south west by twenty-five chains and forty links south-easterly along crown land, on the south east by fourteen chains and fifty links north-easterly along crown land, and thence by Sassafraz Creek to the point of commencement. And also, fourthly,—all those forty-eight acres of land situate and being in the Parish of Philips Norton, in the County of Devon aforesaid, and bounded as follows:—On the north by twelve chains and sixty links westerly along Lot 4360 commencing at the south-west angle thereof on Middle Arm Creek, on the east by seven chains and twelve links northerly along that lot, on the north by two chains and fifty-eight links westerly along land purchased by J. Dally, on the east by seven chains and seven links northerly also along that land, on the north by sixteen chains westerly along a grant to Robert DeLittle, on the west by fifteen chains southerly along crown land, on the south by thirteen chains easterly along crown land, on the west by nine chains southerly along crown land, on the south by twenty-three chains and eighteen links easterly along crown land, and thence by Middle Arm Creek to the point of commencement,—do by these presents transfer and assign all our right, title, and interest in the said lease to Adye Douglas, of Launceston, in Tasmania, Solicitor, and we hereby request that this transfer may be registered or recorded in your office.

In witness whereof we have hereunto set our hands and seals this twenty-sixth day of February, one thousand eight hundred and seventy-eight.

JOHN BENN. (Seal.)  
H. CUNINGHAM. (Seal.)

Signed, sealed, and delivered by the said John Benn and Hastings Cuningham in my presence. Witness—  
ALF. H. MALLESON, *Notary Public, Melbourne, Victoria.*

I, ADYE DOUGLAS, the above-named transferee, do accept the above transfer.

In witness whereof I have hereunto set my hand and seal this first day of March, 1878.

ADYE DOUGLAS. (Seal.)

Signed, sealed, and delivered by the said Adye Douglas in the presence of CHARLES HOGG, *Solicitor, Launceston.*

APPROVED.—NICHOLAS J. BROWN.  
5. 3. 78.

REGISTERED.—G. F. LOVETT.

STAMPED in my presence this second day of March, 1878.

GEO. PATTEN ADAMS, *Collector of Stamp Duties.*

ARRIVED in Tasmania within sixty days.

GEO. PATTEN ADAMS,  
2 March, 1878.

TRANSFER OF LEASE.

Melbourne, Victoria, 26th February, 1878.

To the Minister of Lands and Works, Hobart Town.

WE, JOHN BENN and HASTINGS CUNINGHAM, both of Melbourne in the Colony of Victoria, Merchants, being the holders of a lease under "The Mineral Leases Act, 1870," of a claim containing two hundred and eighty-three acres of land situate and being in the Parish of Philips Norton, in the County of Devon, in Tasmania, and bounded on

the north by twenty chains and seventy-five links westerly along land leased to D. and J. Dally commencing at the south-east angle thereof at a point on a tramway reserve (crossing a reserved road), on the east by ten chains northerly also along that land, again on the north by twelve chains and twenty-two links westerly along land purchased by James Dally and along crown land, on the west by sixteen chains and seventy-four links southerly along crown land (crossing another reserved road), on the south west by thirty-seven chains and seventy-four links south-easterly (recrossing the aforesaid reserved road), and (crossing a tramway reserve) by continued south-easterly lines thirty-seven chains and ninety links and sixty-five chains along crown land, again on the west by four chains and seventy-three links southerly along crown land, on the south by fifty-four chains and fifty links easterly along a grant to R. De Little (crossing a reserved road) to Middle Arm Creek, thence on the south-east by Middle Arm Creek, again on the north by thirty-five chains westerly along crown land (recrossing the aforesaid reserved road), again on the east by eight chains northerly along crown land to Lot 3321 purchased by W. Dally, again on the north by fifty-six links along that lot, again on the east by two chains and thirty-eight links northerly along that lot, again on the north by nine chains and eighty-three links westerly along crown land, on the north east by the road from York Town to Launceston to land purchased by J. Owen, on the north west by ten chains and fourteen links south-westerly along that land, on the north east by twenty-nine chains and eighty-eight links north-westerly along that land, on the north east by twenty-nine chains and eighty-eight links north-westerly along that land to the said road from York Town to Launceston, again on the north east by that road, again on the south east (crossing the said road from York Town to Launceston) by eight chains and ninety-nine links north-westerly along land purchased by Richard William Butler, and again on the north east by thirty-three chains and thirty-five links north-westerly to the point of commencement on the Tramway reserve aforesaid, do by these presents transfer and assign all our right, title, and interest in the said lease to ADYE DOUGLAS, of Launceston, in Tasmania, Solicitor; and we hereby request that this transfer may be registered or recorded in your Office.

In witness whereof we have hereunto set our hands and seals this twenty-sixth day of February, one thousand eight hundred and seventy-eight.

JOHN BENN. (Seal.)  
H. CUNINGHAM. (Seal.)

Signed, sealed, and delivered by the said John Benn and Hastings Cuningham in my presence. Witness—  
ALF. H. MALLISON, *Notary Public, Melbourne, Victoria.*

I, ADYE DOUGLAS, the above-named transferee, do accept the above transfer.

In witness whereof I have hereunto set my hand and seal this first day of March, 1878.

ADYE DOUGLAS. (Seal.)

Signed, sealed, and delivered by the said Adye Douglas in presence of CHARLES HOGG, *Solicitor, Launceston.*

APPROVED.—NICHOLAS J. BROWN.  
5. 3. 78.

REGISTERED.—G. F. LOVETT.

*PROPOSAL for dealing with the Auriferous Land at Cabbage Tree Hill, held under Mineral Lease by Mr. ADYE DOUGLAS and others.*

THAT Mr. Douglas and his partners apply for a lease under the Gold Fields Regulations of the part of the section where gold is known to exist, say about 80 acres, with a distinct provision expressed in the application, and subsequently to be inserted as a condition in a second schedule in the lease, in the manner provided in the form in the schedule in the Gold Field Regulations, that the lessees shall mine for gold in quartz reefs, veins, or leaders only; and all alluvial deposits of gold shall be available to holders of Miners' Rights to be mined and taken under the Gold Field Regulations, such miners under Miners' Rights not to obstruct or interfere with the works of the lessees in mining the quartz. Any question as to whether the operations of alluvial miners actually interfere with or obstruct the lessees in their mining operations, and all questions as to the nature of auriferous deposits, *i.e.* whether they are quartz or alluvial, to be determined by the Commissioner.

That, upon the receipt and registration by the Commissioner of the application, Mr. Douglas and partners surrender the mineral lease, with the understanding that a new mineral lease shall issue to them, excluding the auriferous portion above alluded to, and also such portion fronting on the main road as shall be considered desirable to be reserved for residence and business areas under the Gold Field Regulations. The right to mine any auriferous quartz reef, vein, or leader, which may be found to run under or through such reserve, to be secured to Mr. Douglas and his partners, upon condition that the surface, and for a specified depth beneath it, be not disturbed.

For Self and Partners,

ADYE DOUGLAS,

On behalf of Miners,

G. H. WILSON,  
H. W. BROWN,  
WILLIAM PEARN.

Dated 22nd March, 1878.

Agreed to and signed in the presence of the Honorable the Minister of Lands and Works.  
Witness—GEORGE F. LOVETT.

*Launceston, Tasmania, 31st March, 1878.*

SIR,

IN reference to the eighty acres at Brandy Creek to the south and east of Owen's grant, I have to apply that a lease be granted of said eighty acres for the residue of the term of Benn & Cuninghams lease, since transferred to me for working gold reefs on such land, to me and my copartners.

It will be necessary that powers be granted to us to sublet any portion of said land to Mining Companies under Government Regulations; also that we have power to give up to the Crown any portion of the land that may be found non-auriferous after due search.

The rent, of course, will have to be arranged on fair and reasonable terms. A lease must be prepared; and we shall be glad to have the terms of same settled as soon as possible.

Yours obediently,

ADYE DOUGLAS,

*For Self and* SAMUEL TULLOCH, WILLIAM DAWSON GRUBB, JOHN MURPHY, WILLIAM HART.  
B. SHAW, Esq., *Commissioner Gold Fields.*

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*FORM of Application for Lease.*

*Launceston, 31st March, 1878.*

*To the Honorable the Minister of Lands and Works.*

SIR,

I HEREBY apply for a Lease under "The Mineral Lands Act, 1877," the particulars of which are hereunder set forth.

I have, &c.

ADYE DOUGLAS, *for self and partners.*

Name of Applicants in full.—Abye Douglas, Samuel Tulloch, William Dawson Grubb, William Hart, John Murphy.

Address of Applicants.—Launceston.

Area.—203 acres.

Description of Mineral intended to be worked.—Iron.

Situation of the Land applied for in relation to the position of the posted Notice, and land-marks, streams, &c., if any.—Near Brandy Creek, West Tamar.

General Remarks.—This land is the residue of land leased to Messrs. Benn and Cuninghams by indenture dated the twelfth day of June, 1875, after deducting eighty acres of land surrendered to the Government for gold-mining purposes.

*Launceston, 11th April, 1878.*

DEAR SIR,

I PERCEIVE by the notice you have caused to be given to Mr. Douglas that you intend to reserve 1 chain 20 links for the purposes of a road and for the Tramway. I believe the exact position of the Tramway is not yet fixed on the proposed reservation. For our present requirements the 20 links would be ample width for the tramroad, but not any too much, as it has to be raised by an embankment to get a good gradient. I believe we shall, however, have to construct on a portion of this line one or two side branches so as to allow trucks to pass each other. I have therefore to ask that you will allot (say) 20 links on each side of centre of Tramway for the Tramway, and the other 80 links for the public road. The 80 links will be ample accommodation for the roadway. If you consent to this proposal will you please send me a telegram in the morning so as I may send down instructions accordingly by the coach to-morrow morning.

I have, &c.

W. D. GRUBB.

*The Hon. the Minister of Lands and Works, Hobart Town.*

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TELEGRAM.

TWENTY links on each side tramway for the tramway : eighty links for roadway. Approved.

N. J. BROWN.

12. 4. 78.

*Launceston, 12th April, 1878.*

SIR,

I HAVE the honor to forward herewith the application of Messrs. Douglas, Tulloch, Hart, Grubb, and Murphy for a lease of the 203 acres, being the residue of lease held by the Tamar Hematite Iron Company after deducting the 80 acres as arranged recently between the lessees and the Government.



In view of the circumstances under which the application is made, it will not be necessary, I presume, for the applicants to take the several steps prescribed by regulation for ordinary applications to lease mineral land.

The land applied for is not in one piece, but is separated by the 80 acre section referred to, and both lots were surveyed when the original leases were granted to (I believe) Messrs. Benn and Cuninghame.

The southern lot will be slightly reduced in area, as it was arranged that a reserve for business areas should be taken out two chains in width on the western side of the road.

I have, &c.

BERNARD SHAW, *Commissioner of Mines.*

*The Hon. the Minister of Lands and Works, Hobart Town.*

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*Launceston, 12th April, 1878.*

SIR,

I HAVE the honor to forward the application of Mr. Adye Douglas, for himself and partners, for a Gold Mining Lease of 80 acres.

The document embodying the conditions upon which the Lease is to be granted is in your hands.

It will not be necessary for the applicants to go through the several prescribed forms for ordinary applications; and I believe a survey of the 80 acres was made at the time the Lease was granted to Messrs. Benn & Cuninghame for mineral purposes, and there is doubtless a plan in your office. The area must be reduced by a strip two chains in width along the road reserved for business areas.

I would suggest that a draft of the proposed Lease be first prepared and agreed to, and I would be glad of an opportunity of seeing it.

I have, &c.

BERNARD SHAW, *Commissioner.*

*The Hon. the Minister of Lands and Works, Hobart Town.*

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*Lands and Works Office, 23rd April, 1878.*

SIR,

REFERRING to an application made to lease 80 acres of land for gold, under the Gold Fields Act and Regulations, and to an application to lease 203 acres of land for iron, under the Mineral Lands Act and Regulations, embracing an area of land originally held under lease by the Tamar Hematite Iron Company, I have the honor to acquaint you that the first step necessary to be taken by you will be to surrender to the Queen by deed the 283 acres at Cabbage Tree Hill, Brandy Creek, now registered in your name, under the 41 Vict. No. 7, and to submit a draft of such deed to the Solicitor-General to peruse on the part of the Crown.

When the surrender is complete, new Leases will be issued by authority of the Governor in Council in the names of the applicants, viz. of 80 acres for gold and 203 acres for iron, minus a two chain reserve along the road for residence areas and business sites, and a road formally resumed by the Crown, of which you have had notice.

I have, &c.

NICHOLAS J. BROWN, *Minister of Lands and Works.*

ADYE DOUGLAS, *Esq., M.H.A., Launceston.*

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*Launceston, 27th April, 1878.*

SIR,

ON the 23rd inst. I received a letter from you respecting the surrender of the 283 acres of land at Cabbage Tree Hill.

On reference to the Act—41 Vict. No. 7, Sec. 30—I fear some difficulty will arise. The words are the Gold Lease shall be held “in addition to any lease he may hold under this or any former Act.”

Will you be pleased to ascertain the opinion of the Law Officers of the Crown on this subject? I prefer the way you put it, but I fear it cannot be done.

Yours truly,

ADYE DOUGLAS.

N. J. BROWN, *Esq.*, *Minister of Lands, &c.*, *Hobart Town.*

Will the Hon. the Attorney-General be good enough to advise me as to the course to be adopted in this case?

NICHOLAS J. BROWN.  
29. 4. 78.

I THINK that the course originally proposed by the Minister may be carried out. If the Lease is surrendered, the difficulty created by the words "in addition to any lease he may hold under this or any former Act" will be obviated, and the Crown will be free to act in the matter.

ALFRED DOBSON.  
8th May, 1878.

*Lands and Works Office, Hobart Town, 9th May, 1878.*

SIR,

In reply to your letter pointing out a difficulty likely to arise with respect to the gold lease applied for out of the Tamar Hematite Company's lease, I have to intimate that the Attorney-General advises that the course suggested in my letter to you of the 23rd April last is the best that can be adopted,—the Attorney-General being of opinion that, if the lease be surrendered in the manner proposed, the difficulty created by the words *in addition to any lease he may hold under this or any former act* will be obviated, and the Crown will be free to act in the matter.

I have, &c.

NICHOLAS J. BROWN,  
*Minister of Lands and Works.*

ADYE DOUGLAS, *Esq.*, *M.H.A.*, *Launceston.*

*Launceston, 13th May, 1878.*

DEAR SIR,

DOUGLAS with MINISTER OF LANDS.

In accordance with the letter of the Minister of Lands and Works to our Mr. Douglas, of the 23rd April last, we forward herewith for perusal by you on behalf of the Crown draft surrender of 283 acres of land at Brandy Creek.

Yours truly,

R. P. ADAMS, *Esq.*, *Solicitor-General.*

DOUGLAS & COLLINS.

P.S.—Our Mr. Douglas is very anxious to have this matter completed as quickly as possible.

D. & C.

RE *Surrender of Lease of 283 acres for Iron to BENN & CUNNINGHAM—transferred to ADYE DOUGLAS under 41 Vict. No. 7.*

*Lands and Works Office, Hobart Town, 15th May, 1878.*

MEMO.

Will the Solicitor-General be good enough to peruse draft surrender of a lease of 283 acres under "The Mineral Leases Act, 1870," to the Queen, land situated at Brandy Creek, in order to facilitate the issue of a new lease under "The Gold Fields Regulation Act" of 80 acres, and a new lease under "The Mineral Lands Act," 41 Vict. No. 7 (*vide* letter to Abye Douglas, 23rd April, 1878,) of the residue?

GEORGE F. LOVETT, *for Minister of Lands and Works (absent).*

*Launceston, 29th May, 1878.*

DEAR SIR,

DOUGLAS with MINISTER OF LANDS.

ON the 13th instant we wrote you herein with draft surrender for your approval on behalf of the Crown, but we have not yet heard from you herein. Would you kindly attend to this matter at your very earliest convenience, as our Mr. Douglas is anxious to bring the affair to a close as soon as possible.

Yours truly,

R. P. ADAMS, *Esq.*, *Solicitor-General, Hobart Town.*

DOUGLAS & COLLINS.

MR. DOUGLAS has to leave for Melbourne on Friday, and would very much wish to get a reply before leaving.

*Launceston, 1st June, 1878.*

SIR,

WE have the honor to request that you will kindly be pleased to forward at your earliest convenience draft leases of the 80 acres for gold and 203 acres for iron, &c., mentioned in your letter to our Mr. Douglas of 23rd April last, in order that the matter as therein arranged may be settled and completed with as little delay as possible.

We have, &c.

DOUGLAS & COLLINS.

*The Hon. N. J. BROWN, Minister of Lands and Works.*

MINUTE PAPER FOR THE EXECUTIVE COUNCIL.

*Lands and Works Office, Hobart Town, 10th June, 1878.*

SUBMITTED,

THAT Adye Douglas, Esquire, who is a Lessee under Sect. 19 of the 41 Vict. No. 7, and the holder of a Mineral Lease of 283 acres of land situate in the Parish of Philips Norton, in the County of Devon, in Tasmania, issued under "The Mineral Leases Act, 1870," to John Benn and Hastings Cuninghame, be permitted to surrender such lease (numbered 69) to the Queen; and that a Gold Mining Lease in lieu thereof be issued to the said Adye Douglas, or whom he may direct, under the 30th Section of the 41 Vict. No. 7, subject to a reserve two chains in width, and to a reserve for a road one chain and twenty links in width, as agreed upon.

NICHOLAS J. BROWN, *Minister of Lands and Works.*

THE Governor in Council approves.

E. C. NOWELL.  
10. 6. 78.

THE Governor in Council having approved, will the Solicitor-General be good enough to draft a lease under the 30th Section of the 41 Vict. No. 7, and Gold Fields Act, subject to the following condition to be embodied therein—"Lessee to mine all reefs, veins, and leaders of quartz, with full permission to all persons holders of Miners' Rights to mine for and take all gold in alluvial deposit."

Draft surrender to the Queen of Lease No. 69, originally Benn and Cuninghame, has been perused by the Solicitor-General, but has not yet been executed.

NICHOLAS J. BROWN, *Minister of Lands and Works.*  
12th June, 1878.

THE draft surrender by Mr. Douglas has been approved by me, and was forwarded to him on 31 May last but has not been returned. Will the Minister instruct me as to the next step to be taken?

ROB. P. ADAMS.  
30. 8. 78.

*The Hon. the Minister of Lands and Works.*

*Lands and Works Office, 24th August, 1878.*

SIR,

REFERRING to an agreement dated the 22nd March, 1878, signed by you on behalf of self and partners, whereby you undertook to surrender the mineral lease of 283 acres at Brandy Creek, with the understanding that a new mineral lease should issue to them excluding the auriferous portion referred to in that agreement, and to my letter of the 23rd April last, suggesting that a draft

surrender of lease should be submitted to the Solicitor-General with a view to the carrying out of an express agreement on your part effected on account of self and partners, I have the honor to request that you will kindly give the matter your attention, as further delay in carrying out the terms of the agreement referred to only complicates matters and leaves your title to a gold-mining lease insecure.

I have, &c.

NICHOLAS J. BROWN, *Minister of Lands and Works.*

ADYE DOUGLAS, *Esq., M.H.A., Launceston.*

*Lands and Works Office, Hobart Town, 31st August, 1878.*

MEMO.

UNDER the authority of the Governor in Council, dated the 10th June, and in accordance with an agreement entered into dated the 22nd March, 1878, Adye Douglas and partners are entitled to a Gold Mining Lease of 80 acres of land at Brandy Creek, in the Parish of Philips Norton, in the County of Devon, in Tasmania, less reserves and road, on certain conditions.

Except in special cases it is unusual to issue leases for gold for larger area than 10 acres; treating this as a *special case\** it is to be made an exception, and I see no objection to the issue of three distinct gold-mining leases for 37½ acres, 20 acres, and 20 acres.

The Crown Solicitor will be good enough to submit for my approval, as early as possible, draft form of lease under the Gold Fields Regulations Act, embodying the conditions specified in the agreement referred to, and also authorising the lessees to mine for gold in quartz 50 feet below the surface of road and reserve for residence and business sites.

The leases are to be made out in the joint names of Adye Douglas, William Hart, William Dawson Grubb, and William Ritchie.

NICHOLAS J. BROWN, *Minister of Lands and Works.*

THE three leases have been prepared in duplicate and are forwarded herewith. The Commissioner will sign one copy of each lease and the lessees will sign the other copy, and the latter will be handed to the Commissioner for retention by him. All blanks must be filled in, and stamps must be affixed and obliterated. Plans must be drawn on each copy of lease.

ROB. P. ADAMS.  
1. 9. 78.

*The Commissioner of Crown Lands:*

MINUTE PAPER FOR THE EXECUTIVE COUNCIL.

*Lands and Works Office, 2nd September, 1878.*

SUBMITTED,

THAT Leases of the residue of 283 acres surrendered to the Crown by Adye Douglas be issued to Adye Douglas and partners, under the 41 Vict. No. 7, to work iron, situate in the Parish of Philips Norton, in the County of Devon, less reserve two chains wide for residence and business sites under the Gold Fields Regulations.

W. R. GIBLIN, *for Minister of Lands and Works, absent.*

THE Governor in Council approves.

E. C. NOWELL.  
2. 9. 78.

TELEGRAM.

6. 9. 78.

Do you consider 50 feet a safe limit for mining under reserves at Brandy Creek?

NICHOLAS J. BROWN.

BERNARD SHAW, *Esq., Launceston.*

\* *Vide Regulations, Sec. 45 under Gold Fields Act of 9th April, 1878.*

## TELEGRAM.

Launceston, 6. 9. 78.

It is the opinion of competent judges fifty feet would be safe limit. All tell me so, cannot otherwise judge myself.

B. SHAW.

Minister of Lands.

Hobart Town, 17th September, 1878.

DEAR SIR,

BE pleased to issue the Gold Leases—formerly 69, 283—in names of Adye Douglas, William Dawson Grubb, William Hart, Samuel Tulloch, and William Ritchie.

Yours obediently,

ADYE DOUGLAS.

N. J. BROWN, Esq., Minister of Lands.

## LEASE.

This Deed of Lease, made the seventeenth day of September, 1878, by the authority of His Excellency the Governor in Council, between the Commissioner of Crown Lands of the one part, and ADYE DOUGLAS, WILLIAM HART, WILLIAM DAWSON GRUBB, WILLIAM RITCHIE, and SAMUEL TULLOCH, all of Launceston, in Tasmania, Gentlemen, (hereinafter called the lessees) of the other part, WITNESSETH, that, in consideration of the rents, reservations, covenants, provisoes, and agreements hereinafter contained on the part of the said lessees to be paid, observed, and performed, the Commissioner of Crown Lands DOETH by these presents DEMISE and LEASE unto the said lessees ALL that piece or parcel of land particularly described in the first Schedule hereto and as the same is delineated in the map or plan hereon endorsed and surrounded by a red boundary line; TOGETHER with full and free liberty for the said lessees to do all things and erect all machinery, buildings, and works which may be necessary for winning, working, and obtaining the gold therein contained: and together also with the right to mine for gold in accordance with the conditions expressed in the second Schedule hereto, under the reserves for road and for residence and for business sites as such reserves are respectively coloured brown and green on the said map or plan; EXCEPT and always reserved unto the said Commissioner, or any person by him in that behalf appointed by writing under his hand, full and free liberty at all proper and seasonable times during the continuance of this demise, with or without assistants, to enter into and upon the land hereby demised and all mines, works, and buildings thereon, in order to view and examine the condition thereof, and for that purpose to make use of any of the roads, ways, machinery, and works belonging to the said land, mines, and premises; AND ALSO to use or make and use any drifts, levels, shafts, watercourses, adits, or passages being in or upon any part of the premises hereby demised or the surface thereof, for the purpose of freeing any other land or mines whatsoever from water, or for conducting water for the use of any such last-mentioned land or mines or the machinery or works connected therewith, or for supplying the same with good fresh air; AND ALSO full and free liberty at all times during the continuance of the demise to make any level, drift, shaft, adit, watercourses, railroads, and other roads or ways in, through, or upon any parts of the premises hereby demised or the surface thereof, for effectually winning or working any other adjoining or neighbouring mines or for any public purpose whatsoever, causing thereby nevertheless as little as possible obstruction or injury to any of the levels, drifts, shafts, adits, watercourses, roads, or ways and works belonging to the said land, mines, and premises hereby demised and in actual use: AND EXCEPT and always reserved unto Her Majesty all such parts and so much of the land hereby demised as may be required for making public ways in, over, and through the same, to be set out by the Governor or some person by him authorised in that respect; AND ALSO all stone, gravel, indigenous timber, and other materials the natural produce of the said land, which may be required at any time or times hereafter for the construction or repair of any public ways, bridges, fences, embankments, dams, sewers, or drains necessary for the same, together with the right of taking and removing all such materials, and of full and free ingress, egress, and regress into, out of, and upon the said land for the several purposes aforesaid; TO HAVE AND TO HOLD the said land, mines, gold, and all and singular other the premises hereinbefore mentioned or referred to and hereby demised, with their appurtenances (except as aforesaid) unto the said lessees from the day of the date hereof, for and during the full term of Ten Years next ensuing, and fully to be complete and ended to the intent that the same shall be used for gold-mining operations: YIELDING AND PAYING therefor yearly and every year during the term hereby demised the yearly rental of Thirty-seven pounds ten shillings, by equal yearly payments of Thirty-seven pounds ten shillings each to be made in advance, the first payment to be on the day of the date hereof, and all such payments to be free and clear of and from all rates, taxes, and assessments now or which may hereafter be imposed upon and in respect of the land and premises hereby demised, and from all other charges and deductions whatsoever, subject nevertheless to the restrictions, conditions, covenants, and provisoes herein and hereby made, expressed, and referred to: AND THE SAID LESSEES HEREBY COVENANT with and to the Commissioner of Crown Lands in manner following, that is to say, that the said lessees shall and will pay the rent hereby reserved upon the days and times hereinbefore appointed for the payment thereof free and clear as aforesaid, according to the true intent and meaning of these presents: AND ALSO shall and will at all times during the continuance of this demise prepare and keep correct and proper plans or sections of all the workings and of the actual condition of the mines and premises hereby demised, such plans to be upon such scale and in accordance with such directions as the Commissioner of the District or other officer authorised or appointed by the Governor in that behalf shall from time to time direct, and shall deliver annually during the said term a true copy of such plans or sections to the Commissioner of the District or other officer for the use of the Government of this Colony: AND ALSO shall and will supply annually during the said term to the proper Officer who may be authorised or appointed by the Governor in that behalf such returns, particulars, and statistics of the operations to be carried on upon the said land and the results thereof as he may from time to time in that behalf require, accompanied with a Statutory Declaration of the truth and correctness thereof: AND ALSO that they the said Lessees, their agents, workmen, and servants, shall and will during the continuance of this demise work and carry on mining operations on the said land, mines, and premises in a fair, orderly, skillful, and workmanlike manner: AND ALSO shall and will employ in the construction of the works or in mining operations on or under the said land during the first six months

of the said term and during the usual hours of labour thirteen able and competent workmen and miners at the least, and during the remainder of the said term not less than thirty-seven such miners and workmen, unless prevented by inevitable accident or during the execution of repairs; AND ALSO that it shall be lawful for the Commissioner of the District or any Officer appointed by the Governor in that behalf at all proper and reasonable times during the continuance of this demise, and whether the said mining operations shall be in progress or not, without any interruption or disturbance from the said lessees, or their agents, workmen, or servants, to enter into and upon the said mines, works, and premises hereby demised, or any part thereof, to view and examine the state and condition thereof, and whether the said mines be worked in a proper, skilful, and workmanlike manner, and for such purposes to make use of the roads, ways, machinery or works belonging to the said mines and premises: AND ALSO that the said lessees, or their miners, workmen, or servants, shall not, nor will, carry on mining operations on the said land, mines, and premises hereby demised out of, or beyond, the limits and boundaries mentioned in the first Schedule hereto: AND shall and will pump out the water from their mines on the said land at all reasonable times, or contribute or pay rateably with adjoining occupiers or lessees of Crown Land for the time being, a fair proportion of water charges for keeping their works free from water, or shall and will pay to meet the loss or expense incurred by the Government, or by such lessees as aforesaid, or the adjacent or neighbouring miners, if any, such proportionate rate to be determined or assessed by the Commissioner of the District or other authorised Officer on his own view, or upon such evidence as may appear to him sufficient, and to be recoverable by distress of the goods, chattels, gold and ore of the lesser being upon the said land to be levied upon warrant under the hand of the Commissioner of the District, or other authorised Officer: AND ALSO shall and will make adequate provision for the deposit of the refuse or rubbish from the mining operations so as not to injure any watercourses, nor to obstruct roads or thoroughfares used, or which may be used, by the public, or by adjoining or adjacent miners, nor to occasion public inconvenience thereby; and also shall and will make such arrangements for the prevention of nuisance, and for the observance of decency, and adopt such sanitary measures generally, as the Governor shall from time to time approve of or require: AND ALSO shall and will erect and keep erected posts not less than Three feet in height above the ground at the north and south midway points and angles of the land hereby demised, and cut angular and midway trenches: AND ALSO shall and will build and keep in good repair a sufficient and substantial wall or fence around all the shafts which may at any time during the said term be open in any part of the said demised premises or elsewhere for the purposes of this demise so as to lessen the liability to accident, and further effectually to prevent all access thereto by cattle: AND shall and will fill up with earth or waste heaps, or effectually and substantially shut up and enclose all shafts which shall be closed or allowed to go out of repair with the consent in writing of the Commissioner of the District, or other Officer authorised in that behalf: AND ALSO shall and will at all times during the continuance of the said demise keep and preserve the said mines and premises from all unnecessary injury and damage, and also the levels, drifts, shafts, water-courses, erections and other conveniences, roads and ways constructed for mining purposes, in good order, repair, and condition, except such of the said works as shall from time to time be certified by the Commissioner of the District or other proper Officer to be unnecessary for the further working of the said mine or for any purposes connected with the working of any other mines: AND in such state and condition shall and will at the end or other sooner determination of the said term DELIVER PEACEABLE POSSESSION thereof, and of all and singular the premises hereby demised, to the Commissioner of Crown Lands, or to the Commissioner of the District, or other Officer authorised to receive possession thereof: AND FURTHER shall and will likewise observe, perform, fulfil, and keep the further conditions, covenants, and provisoes, if any, set forth and contained in the second Schedule hereto: AND ALSO shall not, nor will, cut or use any timber growing upon the said land, except for the purposes of the mining operations hereby contemplated, or for the domestic purposes of those engaged or employed thereon, and shall not nor will use the land hereby demised for any other than the said mining purposes, or the depasturage of cattle used in connection therewith, or the formation and cultivation of gardens and garden produce for the use of those so engaged or employed as aforesaid, but not for the purposes of sale or barter: PROVIDED ALSO, and it is hereby expressly declared and agreed, that if mining operations upon the said demised premises shall, without the permission in writing of the Commissioner of the District, cease to be carried on in a *bonâ fide* manner for the space of Six months, or if the said lessees shall at any time during the continuance of this demise refuse or neglect to observe or perform all or any of the conditions, covenants, and provisoes hereinbefore on their part contained or referred to, then and in such case the said term hereby granted shall cease, determine, and be void, anything herein contained to the contrary thereof in any wise notwithstanding; and a notice under the hand of the Commissioner of Crown Lands published in the *Gazette* to the effect that such lease has been forfeited shall be conclusive evidence of such forfeiture: AND it shall be lawful for the Commissioner of Crown Lands, by himself, or any person or persons authorised by him in writing in that behalf, to enter forthwith into and upon the said demised premises, without any demand whatsoever, and the said lessees and all persons claiming under them for ever to expel and remove therefrom without any legal process whatsoever, and as effectually as any Sheriff might do in case judgment in ejectment had been obtained for recovery of possession thereof, and a writ of *habere facias possessionem* or other process had issued on such judgment directed to such Sheriff in due form of law; and that in case of such entry and any action being brought or other proceedings taken for the same by any person whomsoever the defendants action may plead leave and licence in bar thereof; and these presents shall be conclusive evidence of the leave and licence of the said lessees, and all persons claiming under them to the Commissioner of Crown Lands, and all persons acting therein by his authority for the entry or trespasses or other matters to be complained of in such action or other proceeding: AND it is lastly hereby agreed and declared that all and singular the conditions, covenants, provisoes, and agreements contained in these presents shall be taken to be made with, and shall apply and extend to, the lessees and their executors, administrators, and assigns.

In witness whereof the Commissioner of Crown Lands and the said Lessees have hereunto set their hands and seals the day and year first herein written.

NICHOLAS J. BROWN. (L.S.)

Signed, sealed, and delivered by the said Nicholas J. Brown in the presence of—

ROBT. P. ADAMS, *Crown Solicitor*.

#### THE FIRST SCHEDULE ABOVE REFERRED TO.

ALL THAT piece or parcel of land situate in the Parish of Philips Norton, and County of Devon, in Tasmania, containing thirty-seven acres and one half of an acre, and bounded on the north east by fifteen chains and forty-nine links north-westerly along part of land purchased from the crown by J. Owen commencing at the south angle thereof, on the north west by six chains and twenty links south-westerly along land leased to Adye Douglas, William Dawson Grubb, and others, on the south west by thirty-five chains south-easterly along land leased to the Tasmanian Gold Mining Company, Registered, and along crown land (crossing a road reserved by the Government, and reserved one chain and twenty links wide), on the south east by thirteen chains and seventy-five links or thereabouts north-easterly along other land leased to the said Adye Douglas, William Dawson Grubb, and others, extending to a reserve

under the Gold Fields Regulations as a site for residence and business areas, two chains wide on the north east, north-westerly along that reserve re-crossing the afore said road, and thence on the north west by six chains and fourteen links south-westerly along land purchased from the crown by J. Owen aforesaid to the point of commencement.

NICHOLAS J. BROWN.

Witness—

ROBT. P. ADAMS.

THE SECOND SCHEDULE ABOVE REFERRED TO.

PROVIDED ALWAYS, and it is hereby agreed and declared by and between the parties hereto, and notwithstanding anything to the contrary hereinbefore contained, that the said lease is granted on the following express conditions; that is to say, THAT the gold to be obtained by the lessees under the provisions of the said lease shall be obtained only from the reefs, veins, and leaders of quartz being on the said demised land, and not from any alluvial deposits; AND ALSO, and notwithstanding anything apparently to the contrary herein contained, that all holders of miners' rights may mine for and take all gold from the alluvial deposits on the land hereby demised, but such miners shall not be permitted to obstruct or interfere with the works of the lessees in mining under the conditions in the said lease or hereinbefore expressed: AND it is hereby also agreed, that all questions as to whether the works of alluvial miners do or do not interfere with or obstruct the lessees in their mining operations under the said lease, and as to the nature of numerous deposits, that is to say, whether such deposits are quartz or alluvial, shall be determined by the Commissioner alone, whose determination shall be final and binding on all parties; AND ALSO that it shall be lawful for the lessees to mine for gold in quartz not less than fifty feet below the surface of the reserves respectively coloured green and brown shown in the map or plan referred to in the said lease.

NICHOLAS J. BROWN.

Witness—

ROBT. P. ADAMS.