

deferred payment the fee-simple of part of the land comprised in the said license—namely, that part thereof which is described in the Schedule hereto:

And whereas the price of the land so purchased, computed in accordance with the said Act, is

And whereas the licensee has, in pursuance of Part II of the Land Laws Amendment Act, 1912, paid a deposit of , being 5 per cent. of the said price, and has also paid all rent accrued or accruing due up to the date of the delivery of the aforesaid notice of intention to purchase:

And whereas it is provided by Part II of the Land Laws Amendment Act, 1912, that upon such payment as aforesaid the license shall determine so far as it relates to the land so purchased, and that the licensee thereof shall hold the land so purchased under a license to occupy:

Now, this deed witnesseth that His Majesty the King, in consideration of the premises and of the covenants hereinafter expressed on the part of the licensee, and in pursuance of section 28 of the Land Laws Amendment Act, 1913, doth hereby grant to the licensee an exclusive license to occupy all that piece of land containing by admeasurement acres rods perches, be the same a little more or less, situated in the Land District of , and being Section No. , Block , Survey District; as the same is more particularly described in the Schedule hereto, and delineated on the plan drawn hereon and thereon coloured red in outline. To hold the same unto the licensee, under and subject to the covenants and conditions hereinafter expressed, for the term of nineteen years from the day of , 19 , or until the said land is sooner granted in fee-simple to the licensee in pursuance of section 28 of the Land Laws Amendment Act, 1913; subject, however, to any right, title, interest, or encumbrance existing or vested in any person other than the licensee, and affecting the first herein mentioned license at the date of the determination thereof. And the licensee doth hereby covenant with His Majesty the King in manner following:—

1. The licensee will pay to His Majesty the balance of 95 per cent. of the aforesaid price of the said land by nineteen equal annual instalments of , the first of such payments to be made on the day of , 19 [One year after the date of delivery of the notice to purchase]:

Provided always that the licensee shall be at liberty at any earlier time or times to pay to His Majesty the whole or any part or parts of the said price, and all moneys so paid under this proviso shall to the extent thereof be deemed and taken to be paid in satisfaction and performance of the obligations of the licensee under the foregoing covenant.

2. The licensee will pay to His Majesty interest at the rate of 5 per centum per annum on such part of the said price as is for the time being unpaid by half-yearly payments on the day of and the day of [Six months and twelve months from delivery of notice to purchase] in each year, the first of such payments to be made on the day of , 19 , in respect of the preceding period of six calendar months.

3. The licensee will not at any time during the continuance of the license, without the previous consent in writing of the Land Board of the land district in which the said land is situated, cut any timber on the said land, or commit any other species of waste in respect thereof, nor shall the licensee remove any metals, precious stones, minerals, coal, or oil therefrom:

Provided always, and it is hereby agreed and declared, that if the licensee make default in the due and full payment of any instalment of the said price, or of any interest due in respect thereof, the aforesaid Land Board may cause to be given to the licensee, or to any person who is for the time being in occupation of the land or of any part thereof, notice under the hand of the Commissioner of Crown Lands that if the moneys so in arrear are not paid within one calendar month after the date of the notice the Land Board will forfeit this license. And it is hereby agreed and declared that if the moneys so in arrear are not paid within one calendar month after the date of the aforesaid notice the Land Board may, in its discretion, without any further or other notice, by resolution forfeit the license, and thereupon the license and the contract between His Majesty and the licensee for the purchase of the land, and the interest of the licensee in the said land, shall absolutely cease and determine, and all moneys theretofore paid by the licensee under this license or in respect of the said contract shall remain the property of His Majesty; but no such forfeiture shall relieve the licensee from his obligation to pay to His Majesty any moneys in arrear under the license at the date of such forfeiture, or from any liability for any breach theretofore committed of the covenants herein expressed.

In witness whereof the Commissioner of Crown Lands for the Land District of , on behalf of His Majesty the King, has hereunto set his hand, and these presents have also been executed by the licensee.

SCHEDULE.

[Description of land.]

Signed by the Commissioner of Crown Lands, on behalf of His Majesty the King, in the presence of—

Commissioner of Crown Lands.

Signed by the above-named licensee in the presence of—

Licensee.

Form No. 12.

CERTIFICATE BY COMMISSIONER OF CROWN LANDS TO DISTRICT LAND REGISTRAR ADVISING OF AMENDMENTS TO A LICENSE TO OCCUPY PASTORAL LANDS WITHIN THE HAURAKI MINING DISTRICT WHERE THE LICENSEE HAS ACQUIRED A PORTION OF THE LAND COMPRISED IN THE SAID LICENSE.

(Under Section 28 of the Land Laws Amendment Act, 1913.)

In the matter of License No. , from His Majesty to [Name of lessee], dated the day of , 19 , and registered in Vol. , fol. , in the Registry Office, of Section , Block , Survey District.

THIS is to certify that the fee-simple of part of the land comprised in the above-mentioned license, being all that area containing by admeasurement acres rods perches, more or less, and coloured green on the plan hereon, has been acquired, and that on and after the day of , 19 , the land comprised in the said license shall be the balance thereof, to wit, all that area containing by admeasurement acres rods perches, more or less, as edged red on the said plan, and the annual rent payable therefor shall be pounds shillings pence (£ s. d.) as from the said day of , 19 .

Given under my hand this day of , 19 .

Commissioner of Crown Lands.

J. F. ANDREWS,
Clerk of the Executive Council.

Vesting a Gravel Reserve in the Dannevirke Borough Council.

LIVERPOOL, Governor.

ORDER IN COUNCIL.

At the Government House at Wellington, this twelfth day of October, 1914.

Present:

HIS EXCELLENCY THE GOVERNOR IN COUNCIL.

WHEREAS the land described in the Schedule hereto has been permanently reserved for gravel purposes: And whereas, in the opinion of the Governor, it is expedient to vest the said reserve in the Corporation of the Borough of Dannevirke:

Now, therefore, His Excellency the Governor of the Dominion of New Zealand, acting by and with the advice and consent of the Executive Council of the said Dominion, and in exercise of the powers and authorities conferred upon him by the fourth section of the Public Reserves and Domains Act, 1908, doth hereby declare that, from and after the day of the date hereof, the reserve described in the Schedule hereto shall become vested in the Corporation of the Borough of Dannevirke, in trust, for gravel purposes.

SCHEDULE.

ALL that area in the Hawke's Bay Land District, containing by admeasurement 22 acres 2 rods 17 perches, more or less, being Section 15, Block II, Tahoraite Survey District (formerly part of Tahoraite No. 2 Block). Bounded towards the north by the Woodville-Napier Road; towards the east generally by the Tamaki Stream; towards the south by a right line bearing 262° 53', distance 165 links; and towards the west generally by right lines bearing 358° 33' distance 362.4 links, bearing 327° 5' distance 340.3 links, bearing 311° 42' distance 544.7 links, bearing 333° 48' distance 381.6 links, bearing 357° 20' distance 397.9 links, bearing 353° 53' distance 510.6 links, bearing 28° 14' distance 968.1 links: as the same is delineated on the plan marked L. and S. 1914/28, deposited in the Head Office, Department of Lands and Survey, at Wellington, and thereon coloured purple. For gravel purposes.

J. F. ANDREWS,
Clerk of the Executive Council.