

of notice from the Commissioner fixing the price, and the succeeding half-yearly payments shall be payable on each 1st day of January and July thereafter.

- (f.) The license to occupy shall be in the form prescribed in Schedule hereto, and shall contain (and the right of the licensee shall be subject to) such provisions for forfeiture of the right and interest of the licensee in the event of his failure to pay any instalment of the price or to make any payment of interest as may be prescribed.
- (g.) Upon payment of the price in full, and of all interest, the purchase shall be deemed to be completed, and the purchaser shall thereupon be entitled to receive a certificate of title under the Land Transfer Act for the land comprised in the license aforesaid.

10. The holder of a deferred-payment license under these regulations shall not be entitled to assign or otherwise dispose of his interest in the land subject to the license, except by way of mortgage, or to sublet the land, unless in either case the consent of the Land Board is first had and obtained.

11. The fee-simple granted to any purchaser under these regulations shall continue to be subject to any right, title, interest, or encumbrance existing or vested in any person, with respect to the lease held under the Native Townships Act registered against such lease at the date of its determination, or with respect to the deferred-payment license registered against such license at the time of completion of purchase.

#### SCHEDULE.

##### Form No. 1.

WHEREAS, of , in the Land District of (hereinafter called "the purchaser"), is the lessee of in the Native Township of (hereinafter called "the said section"), under lease issued under the Native Townships Act, 19 , which lease is dated the , and is subject to the following encumbrances, liens, or interests— :

And whereas it is proposed that His Majesty the King shall purchase from the Native beneficial owners the freehold of the said section, or such portion or portions thereof as may be comprised in the lease above mentioned, subject to the purchaser carrying out the undertaking hereinafter mentioned:

Now, therefore, in the event of the said land being purchased by His Majesty the King it is hereby agreed as follows:—

(1.) Within six months after being requested so to do by the Commissioner of Crown Lands, the purchaser, will surrender his present lease and purchase forthwith for cash [upon deferred payments]\* the freehold in fee-simple of the land comprised in the lease above mentioned.

(2.) The price to be paid by the purchaser for such freehold shall be computed in the manner prescribed by clauses 6 and 7 of the regulations made under section 22 of the Native Townships Act, 1910.

\* Purchaser to strike out the option which he does not intend to exercise.

Dated at this day of , 19 .

Signed by the said in the presence of

Commissioner of Crown Lands.

Signed by the Commissioner of Crown Lands for the Land District, for and on behalf of His Majesty the King, and in the presence of

##### Form No. 2.

OCCUPATION LICENSE issued under Regulations made under Section 22 of the Native Townships Act, 1910, as amended by Section 2 of the Native Townships Amendment Act, 1919, on the Purchase on Deferred Payment of Land acquired by the Crown while held under Lease under the Native Townships Act, 1910, or any former Native Townships Act.

THIS DEED, made the day of , 19 , between His Majesty the King, of the one part, and , of (who with his executors, administrators, and assigns is hereinafter referred to as "the licensee"), of the other part:

Whereas the licensee, being the owner of a lease issued under the Native Townships Act, 1 , has agreed, pursuant to the provisions of the regulations made under section 22 of the Native Townships Act, 1910, to purchase on deferred payment the land hereinafter described: And whereas the price of the said land computed in accordance with the said regulations is £ : And whereas the licensee, in pursuance of the said regulations, has paid a deposit of £ , being five per centum of the said price, and has paid all rent accrued or accruing up to the date of payment of said deposit: And whereas it is provided by the said regulations

that upon such payment as aforesaid the lease held under the Native Townships Act, 1 , shall determine, and the lessee shall hold the land 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 the regulations aforesaid, doth hereby grant to the licensee an exclusive license to occupy all that piece of land, containing by admeasurement acres roods perches, be the same a little more or less, situated in the Land District of , and being Section No. , Block , Township; 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: 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 lease at the date of 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 £ , being ninety-five per centum of the aforesaid price of the said land, by nineteen equal annual instalments of , the first of such payments to be made on the first day of , 19 : 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 five per centum on such part of the said price as is for the time being unpaid, computed from the day of , 19 , by a payment on the day of next of so much interest as shall then have accrued, and thereafter by half-yearly payments on the first day of January and the first day of July in each year.

(3.) The licensee will not at any time during the continuance of the license, without the previous consent of the Land Board of the land district in which the said land is situated, remove any minerals from the said land, or commit any other form of waste in respect thereof:

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 this 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 this 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.]

Commissioner of Crown Lands.

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

Signature of witness:

Occupation:

Address:

Licensee.

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

Signature of witness:

Occupation:

Address:

F. D. THOMSON,  
Clerk of the Executive Council.