

SECOND SCHEDULE.

OCCUPATION LICENSE ISSUED UNDER THE HUTT VALLEY LANDS SETTLEMENT ACT, 1925, ON THE PURCHASE OF DEFERRED PAYMENTS OF ANY LAND UNDER PARAGRAPH (c) OF SECTION 7 OF THAT 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 allotment of land described in the Schedule hereto was acquired by the licensee on the _____ day of _____, 19____, in pursuance and exercise of the provisions of paragraph (c) of section 7 of the Hutt Valley Lands Settlement Act, 1925: And whereas the price of the land is _____: And whereas the licensee has, in pursuance of the said enactment, paid a deposit of £ _____, being _____ per centum of the said price:

Now, this deed witnesseth that His Majesty the King, in consideration of the premises and of the said covenants hereinafter expressed on the part of the licensee, and in pursuance of paragraph (c) of section 7 of the Hutt Valley Lands Settlement Act, 1925, and the regulations thereunder, doth hereby grant to the licensee an exclusive license to occupy all that piece of land, containing by admeasurement _____ acres _____ roads _____ perches, be the same a little more or less, situated in the Land District of Wellington, and being Lot No. _____ on plan No. _____, deposited in the office of the Chief Surveyor at Wellington; 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 thirty-four and one-half years from the day of _____, 19____, or until the said land is sooner granted in fee-simple to the licensee. 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 the aforesaid price of the said land, together with interest thereon at the rate of five and one-half per centum per annum from the first day of _____, 19____, by sixty-nine instalments each of £ _____, payable on the last day of February and the thirty-first day of August in each year during the term aforesaid.

The first such instalment of purchase-money and interest, and also the interest on the balance of purchase-money from the _____ day of _____, 19____, to the _____ day of _____, 19____, shall be payable on the _____ day of _____, 19____:

Provided always that the licensee may at any time pay to His Majesty any sum or sums not less than five pounds or a multiple of five pounds in reduction of the purchase-money comprised in any number of consecutive half-yearly instalments payable hereunder next succeeding the instalment corresponding with the half-yearly payment then current. The payment of any such sum or sums shall not affect the periodical continuity of half-yearly instalments, but the amount of purchase-money and interest included in the succeeding instalments payable hereunder shall be calculated as if the half-yearly periods corresponding to the instalments of purchase-money so paid had expired and the period during which instalments of purchase-money and interest would have been payable shall be reduced accordingly.

2. The licensee will discharge and pay all rates, taxes, or other assessments imposed or levied by the local authority having jurisdiction within the area in which the said land is situate.

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, remove any minerals from the said land, or commit any other species 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;

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but no such forfeiture shall relieve the licensee from his obligation to pay 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 Wellington, on behalf of His Majesty the King, has hereunto set his hand, and these presents have also been executed by the licensee.

THE 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—

Licensee.

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

THIRD SCHEDULE.

OCCUPATION LICENSE ISSUED UNDER THE HUTT VALLEY LANDS SETTLEMENT ACT, 1925, ON THE PURCHASE OF LAND UNDER PARAGRAPH (a) OF SECTION 7 OF THAT 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 allotment of land described in the Schedule hereto was acquired by the licensee on the _____ day of _____, 19____, in pursuance and exercise of the provisions of paragraph (a) of section 7 of the Hutt Valley Lands Settlement Act, 1925: And whereas the price of the land is _____: And whereas the licensee has, in pursuance of the said enactment, paid a deposit of £ _____, being ten per centum of the said price:

Now, this deed witnesseth that His Majesty the King, in consideration of the premises and of the said covenants hereinafter expressed on the part of the licensee, and in pursuance of paragraph (a) of section 7 of the Hutt Valley Lands Settlement Act, 1925, and the regulations thereunder, doth hereby grant to the licensee an exclusive license to occupy all that piece of land, containing by admeasurement _____ acres _____ roads _____ perches, be the same a little more or less, situated in the Land District of Wellington, and being Lot No. _____ on plan No. _____, deposited in the office of the Chief Surveyor at Wellington; 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 eighteen months from the _____ day of _____, 19____, or until the said land is sooner granted in fee-simple to the licensee. And the licensee doth hereby covenant with His Majesty the King in manner following:—

1. The licensee shall pay to His Majesty the balance of the aforesaid price of the said land in instalments as follow:—

On or before the _____ day of _____, 19____, an instalment of £ _____; on or before the _____ day of _____, 19____, another instalment of £ _____; on or before the _____ day of _____, 19____, another instalment of £ _____; on or before the _____ day of _____, 19____, another instalment of £ _____; and on or before the _____ day of _____, 19____, a final instalment of £ _____.

The licensee shall also pay with each of the aforesaid instalments interest on the unpaid balances of purchase-money computed at the rate of five and one-half per centum per annum.

2. The licensee will discharge and pay all rates, taxes, or other assessments imposed or levied by the local authority having jurisdiction within the area in which the said land is situate.

3. The licensee will not at any time during the continuance of the license, without the previous consent in writing of the Wellington Land Board, remove any minerals from the said land, or commit any other species 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