

13. Each emigrant shall be entitled to his grant upon proof to the satisfaction of the Board that he has fulfilled the conditions herein contained as to cultivation, and also that he has paid to the Contractor the price agreed upon for the purchase. The written statement of the Contractor that he has been paid in full shall be sufficient evidence that full payment has been made.

14. The provisions of sections 45 to 48 both inclusive, and section 50 of Part IV. of the said Act, so far as applicable and as varied by the express terms thereof, shall be deemed to be incorporated with this agreement, and shall apply to the Contractor and the emigrants, and all other provisions of the said Part IV. shall be and the same are hereby negatived.

15. If on or before the first day of January, one thousand eight hundred and eighty-three, the Contractor shall have well and faithfully performed and fulfilled the terms and conditions herein contained, and on his part to be observed and performed, the Governor shall cause a grant from the Crown to be issued to the Contractor for so much of the said land as has not been taken up by emigrants, but such grant shall only issue on compliance with the provisions hereof as to continuous occupation and cultivation of one-fifth of the land.

16. Every grant issued under this agreement shall contain an express power to the Governor to take not exceeding five per cent. of the land comprised therein for roads, railways, or other public works, without payment of any compensation for the land so taken, and each grant shall be issued subject to the payment of the usual Crown grant fees.

Neither the Governor nor the Government of the colony shall be liable for any delay in the issue of Crown grants hereunder.

Where land is occupied by a family, the grant shall issue to the head of such family, and in other cases to the emigrant or emigrants purchasing from the Contractor.

17. If the Contractor shall not well and faithfully perform this agreement, or shall commit or suffer any breach thereof (of which breach the Board shall be the sole judges), or shall fail in the observance or performance of all or any of the said conditions, then this agreement and every clause therein contained shall cease and be void, and neither the said Contractor nor any emigrant or other person whomsoever shall have any claim or demand to or in respect of the said land, nor for any compensation on account thereof, or of this agreement; and if the sum of five thousand pounds has been paid as aforesaid, the same shall be and be deemed to be wholly and absolutely forfeited, and shall be retained and dealt with as revenue arising from the sale of waste lands in the said district: Provided that if any emigrant has fulfilled all the conditions hereinbefore prescribed, he shall nevertheless be entitled to his grant, and the Board may receive and act upon such evidence as it shall deem sufficient as to the payment of purchase-money by the emigrant, and the grant may issue accordingly.

18. Nothing herein shall be deemed to confer or imply any personal liability on the part of the Governor to the said Contractor, or to the emigrants or any of them, or to any other person or persons whomsoever.

In witness whereof, &c., &c.

No. 14.

Mr. G. V. STEWART to the Hon. D. REID.

SIR,—

Martray House, Ballygawley, Ireland, 12th October, 1877.

I have the honor to enclose you copy of letter that I have received from the Agent-General, by which you will perceive that he declines to assist me, or to take any part in my proposed special settlement at Katikati. When at Wellington I urged to you to give me a letter to the Agent-General, and again on the steamer I repeated my request. On each occasion you distinctly promised I should get such letter when all was concluded between us. Everything was concluded at the special meeting of the Waste Lands Board on Tuesday, the 31st July. The resolutions that you sent down were passed and returned to you. Two mails have reached this country and no letter from you has come, and the Agent-General states he can take no steps to assist me. I am at present out of pocket £1,000 in this business. I think I have great cause to complain. I have one batch of first-class emigrants ready to go to New Zealand by steamer, but no certificates can be issued, and if they applied at 7, Westminster Chambers, they would naturally so be informed, and strangers would regard the entire scheme with distrust. I should therefore feel obliged to you to telegraph to Sir Julius Vogel on receipt, as he could not have your reply before next February, and request him to give me all required assistance. I do not ask the slightest compliment from him, but the mere fulfilment on the part of the Government of New Zealand of their part of the agreement, while I am prepared, able, and willing to perform mine. I will now be kept back from September till December before your telegram can reach the Agent-General. I am bound to pay £5,000 on 1st January; therefore, in common justice, honesty, and fair-play, I would ask an extension for payment of the money till such time as you consider reasonable, and which should not be less than two months. At present my hands are tied, and I cannot move by this action of your Agent in London. I offered to send the Agent-General a copy of the agreement that I had received from the Chairman of the Waste Lands Board with the Chairman's original letter, but to that suggestion no reply was sent.

I have, &c.,

The Hon. D. Reid.

GEO. VESEY STEWART.

No. 15.

The Hon. the MINISTER for IMMIGRATION to Mr. G. V. STEWART.

SIR,—

Wellington, 17th December, 1877.

I have the honor to acknowledge receipt of your letter of the 12th October, addressed to my predecessor, upon the subject of the proposed extension of your special-settlement land at Katikati,