

both inclusive, and the frontages on Wakefield Street, at the rate of £5 per section per annum. (2.) For sections fronting Palmerston Street, including corner sections of cross streets, from Section 33 to Benthams Street, both inclusive; the sections in Henley, Pakington, Nelson, Cobden, Lyttelton, and Bright Streets, at the rate of £2 10s. per section per annum. (3.) The remainder at the rate of £1 per section per annum.

3. That for the second period of seven years the rents, respectively, shall be an increase of one-third, and for the third period double the amount paid during the first period.

4. The cost of the leases will be £1 5s. each, which includes counterpart and stamps.

Those persons who wish to take out leases on the above terms are required, between this date and noon of Wednesday, 8th of August, to sign an agreement to that effect at Mr. Bowen's office, Courthouse, Westport. Those who fail to do so are informed that their names will be reported to the Government, so that the necessary steps may be adopted for the taking possession of the premises by the Crown.

THOMAS MACKAY,
Agent for the Crown.

Westport, 30th July, 1877.
(Copy.)—I agree to the above terms.—(Signed) JOHN MUNRO, Mayor of Westport. 31st July, 1877.
I hereby agree to take out a lease from the Crown of Section No. , Street, Colliery Reserve, on the terms of the above advertisement.

Dated this day of , 1877.
Witness :

In addition to the agreement a form of the lease, based on that agreement and now in use, is also attached, by which it will be seen that, although more favourable to a tenant in regard to a longer term and adjustment of rent according to locality, it is not so otherwise as that which was recommended by the Commission but rejected by the lessees, particularly when in the latter the modifications of the Conveyancing Ordinance are taken into account:—

THIS DEED, made the day of oue thousand eight hundred and seventy- between Her Majesty the Queen, hereinafter called "the lessor," of one part, and of in the Provincial District of hereinafter called "the lessee," of the other other part, witnesseth that, in consideration of the rents hereinafter reserved, and of the covenants, conditions, and agreements hereinafter contained and herein implied, the lessor doth hereby demise and lease unto the lessee executors, administrators, and assigns all that parcel of land situate at the Colliery Reserve, Westport, in the Provincial District of Nelson, being Section , numbered , on the plan of the said reserve, containing by admeasurement more or less. Bounded as follows: On the northward by , on the eastward by , on the southward by , and on the westward by , as the same is delineated in the plan drawn on the margin hereof, and thereon coloured, together with the rights and appurtenances thereto belonging. To hold unto the lessee executors, administrators, and assigns, for the term of twenty-one years, in three periods of seven years each, to be computed from the first day of July, 1877, subject, however, to the provisos hereinafter contained: Yielding and paying therefor yearly and every year, during the first period of seven years, the annual rent or sum of , and yearly and every year, during the second period of seven years, the annual rent or sum of , and yearly and every year, during the third period of seven years, the annual rent or sum of , by equal half-yearly payments, payable on the first day of January and the first day of July in each year, to the Receiver of Land or Gold Revenue at Westport for the time being; the first of such payments to be made on the first day of now next ensuing: And the said lessee do hereby for heirs, executors, administrators, and assigns, covenant, promise, and agree to and with the said lessor, her successors and assigns, in manner following: that is to say, that the said lessee , heirs, executors, administrators, and assigns, shall and will well and truly pay, or cause to be paid, all rates and taxes which shall at any time become payable in respect of the said demised premises or any part thereof during the continuance of the said term: Provided always that immediately upon the permanent submersion of the land hereby demised by flood, the term hereby created shall be thereupon taken as absolutely determined, and the said lessor, her successors or assigns, shall thereupon be entitled to enter into and enjoy the premises as of their former estate: Provided also that if the rents hereby reserved, or any part thereof, shall at any time during the said term be in arrear and unpaid for the space of twenty-one days next after any or either of the days hereinbefore appointed for the payment thereof, whether the same shall have been legally demanded or not, it shall be lawful for the lessor, her successors or assigns, to re-enter upon the demised premises, and thereby determine this lease: Provided lastly, and it is hereby expressly declared and agreed, That in case it may be necessary to enforce the power of re-entry hereinbefore contained, or any other power or authority which may be exercised hereunder by the lessor or her successors or assigns, it shall be sufficient if such be exercised on behalf of the lessor or her successors or assigns by the Colonial Secretary of the Colony for the time being, or by any person authorized by him for that purpose.

In witness whereof His Excellency the Governor of New Zealand, on behalf of the lessor, hath hereunto set his hand, and hath caused these presents to be passed under the Seal of the Colony, and the lessee ha hereunto subscribed name , the day and year first above written.

Signed by His Excellency the Governor of New Zealand, and the Seal of the Colony affixed hereto in the presence of
Signed by the above-named in the presence of

As regards the rents paid by the petitioners, the following will show what was their past position and what their present one is:—

1. From 1865 to 1873 many were occupiers, under business licenses, of ground, some of which was freehold and some Native reserve, and on which they paid large ground rents to private owners, in many cases over £1 a foot, even as high as £3 a foot, in addition to the business license fee of £5 to the Crown. Those, however, who occupied sections on the Colliery Reserve had only to pay £5 for business license fee, although in a good many cases one person would take out several business licenses, even to the extent of a dozen, and sublet or sell the Colliery Reserve sections he took up thereunder at a profit.

2. For the years 1873 and 1874, after the allotments were made by the Nelson Provincial Government, all holders of Colliery Reserve sections had only to pay a rent of £1 per section per annum.

3. For the following two and a half years ending 30th June, 1877, the rent was raised to £2 10s. per section per annum.

4. Since the 1st of July, 1877, the commencement of the present leases for twenty-one years, the rents are divided into three classes, according to eligibility of site, and into three terms of years each, the last two of which are progressive, as follows:—

Rents.				First Seven Years.	Second Seven Years.	Third Seven Years.
				£ s. d.	£ s. d.	£ s. d.
First class	...	...	...	5 0 0	6 13 4	10 0 0
Second class	...	...	...	2 10 0	3 6 8	5 0 0
Third class	...	...	...	1 0 0	1 6 8	2 0 0

Thirty-three feet frontage at £5 per annum is 3s. 0½d. per foot; at £2 10s., 1s. 6¾d.; and at £1, 7¼d.