

possession of the demised premises or any part thereof, or of his or their interest therein, otherwise than by will; but the lessee may, with the consent in writing of the Commissioner of Crown Lands of the Land District of Nelson first had and obtained, assign the lessee's estate and interest in the entirety of the leasehold premises hereby demised: Provided that such license or consent shall not extend or be construed to extend to any future assignment unless so expressed.

Provided nevertheless that consent to any assignment as aforesaid shall not be withheld, if at the time of applying for such consent the covenants and conditions of this lease shall be fully observed and performed; and the lessee shall pay all rents in arrear, and any fee which for the time being is by any regulation or law required to be paid for any certificate or memorandum that such assignment has been recorded by the Commissioner of Crown Lands.

And the lessee further covenants with Her Majesty, her heirs, successors, and assigns, that if at any time during this demise the rent thereby reserved, or any part thereof, shall be in arrear and unpaid for six calendar months, the lessee will pay a fine equal to one-fourth of the rent so in arrear: Provided nevertheless that this covenant shall not prejudice the rights and remedies of Her Majesty, her heirs, successors, and assigns, under the power of re-entry hereinafter contained.

Provided always, and it is expressly agreed, that if the rent hereby reserved, and the said fine or any part thereof respectively, shall remain unpaid on the thirty-first day of December in any year, such lease shall be *ipso facto* void, and (although no formal demand shall have been made thereof) in case of the breach or non-performance of any of the covenants and agreements herein contained or implied on the part of the lessee, then, and in either of such cases, it shall be lawful for Her Majesty the Queen, her heirs, successors, or assigns, at any time thereafter, into and upon the said demised premises, or any part thereof, in the name of the whole, to re-enter, and the same to have again, re-possess, and enjoy as of her or their former estate, and such re-entry shall operate to release and discharge the lessee's estate and interest at law and in equity to the demised premises, anything herein contained to the contrary notwithstanding; but such re-entry shall not release the lessee from any rent in arrear, or from liability for any breach of covenant: Provided that no covenants whatever shall be implied herein on the part of Her Majesty the Queen, or the Land Board respectively.

In witness whereof these presents have been executed by or on behalf of the parties hereto, the day and year first above written.

OCCUPATION LICENSES, MINERAL LEASES, ETC.

All persons desiring occupation licenses, timber licenses, prospecting licenses, or mineral leases of Crown lands, within the Nelson Land District, shall advertise their intention to apply to the Land Board of the district for such licenses or leases, describing the area and boundaries thereof, in at least one newspaper circulating in the locality wherein the land is situate, and a copy of the newspaper containing a notice of the intention to make such application shall be posted by the applicant to the Commissioner of Crown Lands at Nelson.

All persons desiring occupation licenses, timber licenses, or prospecting licenses shall, at the time of lodging the application, pay a fee or deposit of £1 to the Receiver of Land Revenue for such license; and if any applicant shall withdraw his application, or shall refuse or neglect to pay the rent due thereon for the space of three calendar months after notice that the license is ready for issue, such applicant shall forfeit his right to such license, and the fee deposited as aforesaid shall also be forfeited: Provided always that should the license be refused by the Land Board such deposit shall also be returned to the applicant.

Any person to whom an occupation license, timber license, prospecting license, or mineral lease shall have been granted by the Land Board shall pay a fee of £1 sterling to the Commissioner of Crown Lands at Nelson for recording any renewal of license or any transfer of such lease or license which the holder of the same may wish to make, in addition to any fees that may be payable thereon.

As witness the hand of His Excellency the Governor, at Wellington, this twenty-sixth day of October, one thousand eight hundred and eighty-one.

WM. ROLLESTON,
Minister Lands.