

through, over, and upon the said parcel of land without receiving any compensation whatever in respect of the same.

13. And will leave all trees not required for the purposes herein mentioned standing upon the premises, and will not cause any wilful injury thereto.

14. And will pay to the company the sum of five pounds for every tree which he shall cut beyond the boundaries of the area included in the license hereby granted, as and by way of liquidated damages, and not as a penalty.

15. And shall make no claim against the company for any loss or damage which may sustain though sawmill, timber, plant, machinery, or buildings for the time being on the said land or lands adjacent thereto catching fire from sparks from railway engines, or from any other cause, whether controllable by the company or not.

16. And shall not deposit, stack, or heap up any timber, saw-dust, earth, or rubbish on any land of the company adjacent to the piece of land leased by , unless with the consent in writing of the company's manager or agent first had and obtained.

17. And shall not obstruct or block up, or permit to be obstructed or blocked up, any watercourse through the said land or land adjacent thereto so as to interfere with the drainage of the same.

18. And shall forthwith make good any damage which has occurred by reason of operations to any fences or gates on the said land or lands adjacent thereto.

19. And shall not obstruct nor damage any road, tramway, or track which the company may have or authorise to be made through the said land or land adjacent thereto.

20. And shall not permit fires to spread through the bush on the said land, nor from it to other lands adjacent thereto; and shall use every reasonable means to extinguish such fires as may accidentally be kindled in the bush to the injury of the same.

21. And will forward by the company's line of railway, where such line of railway is open for traffic, all timber sold or disposed of by , whether sawn, hewn, or otherwise converted, excepting that required for local purposes.

And it is hereby agreed and declared that the said shall be at liberty to erect, upon a site not exceeding acres, to be approved of in writing by the manager or agent for the time being of the company, a sawmill and other necessary buildings in connection therewith, and to use any timber which may be necessary for the construction of such sawmill or buildings, or for the construction of tramways through, over, or upon the said parcel of land, or for the purpose of fuel for own use or in connection with the saw-milling, without paying any royalties thereon: Provided always and it is hereby agreed and declared that, in case of the breach, non-observance, or non-performance of any of the covenants herein contained or implied, whether affirmative or negative, or if the said royalties hereby reserved, or any of them, or any part thereof shall be in arrear and unpaid for the space of one calendar month after the same shall have become due and payable, whether legally demanded or not, it shall be lawful for the company immediately, without giving any notice or waiting any period or periods whatsoever, to re-enter upon the said lands and to determine the estate of the said therein, and also, by any instrument in writing under the hand of its duly-appointed manager or agent, to cancel and determine the said license hereby granted, and any other liberties and powers connected therewith; and thereupon the license hereby granted shall absolutely cease, determine, and become void, but without prejudice to any right of action or remedy which shall have accrued to the company in respect of any breach of the covenants or conditions herein contained or implied; and, further, it shall be lawful for the company, upon default being made in payment of the said royalties or any of them, or any part thereof, on any of the days hereinbefore appointed for payment thereof, forthwith to distrain for the same without waiting any time whatever. And it is hereby further declared that the company shall not be answerable or responsible to the said for any loss or damage which may accrue to or be sustained by him by reason of the issue of the license hereby granted, or by reason of the company's title to the said land being incomplete or defective. And it is hereby lastly declared that, for the purposes of stamp duty, the value of the license hereby granted is estimated at £.

In witness whereof the said parties hereto have hereunto set their hands the day and year first before written.

The schedule hereinbefore referred to.

(Telegram.)

Greymouth, 17th July, 1890.

MIDLAND Railway Company stopped me cutting sleepers, Kaimata. Answer by telegram. Let me know how to act. Give particulars how to act. Reply collect.

A. R. Guinness, Esq., Wellington.

THOMAS LAWRY, Greymouth.

(Telegram.)

Wellington, 16th July, 1890.

MAN named Thomas Lawry telegraphs that Midland Railway Company have stopped him cutting sleepers at Kaimata. Company has no power to do this. What are facts?

The Commissioner of Crown Lands, Hokitika.

H. J. H. ELIOTT.

(Telegram.)

17th July, 1890.

Re cutting railway-sleepers. Arranged to-day to meet Alan Scott at Greymouth on Monday next. Shall then inquire into Thomas Lawry's case on the spot, and report.

GERHARD MUELLER,

The Under-Secretary for Lands, Wellington.

Commissioner of Crown Lands.

MEMORANDUM to the UNDER-SECRETARY for LANDS, Wellington, re Thomas Lawry and the Midland Railway Company.

Crown Lands Office, Hokitika, 24th July, 1890.

On Monday evening, at Greymouth, I saw Mr. Alan Scott on the subject, and next day visited