

months, reckoned from the day of , by three calendar months' notice in writing to that effect being given to the said Sir Charles Clifford, or his duly authorized Attorney or Agent, by the Colonial Secretary for the time being, or by a similar notice being given to the Colonial Secretary for the time being by the said Sir Charles Clifford or his duly authorized Attorney or Agent.

In witness, &c.

No. 6.

Mr. J. PRENDERGAST to Mr. A. DE B. BRANDON.

DEAR SIR,—

Wellington, 18th December, 1868.

May I ask whether you approve of the draft agreement forwarded to you for approval on behalf of Sir C. Clifford's agent, Mr. Levin? I understand Mr. Levin is pressing Government to complete the matter.

I have, &c.,

A. de B. Brandon, Esq., Wellington.

J. PRENDERGAST.

No. 7.

Mr. J. PRENDERGAST to Mr. A. DE B. BRANDON.

DEAR SIR,—

Wellington, 1st February, 1869.

I return you draft herewith, approved with certain alterations. The term is two years only and certain.

Will you return the draft approved that I may have it engrossed at once, as time is going on?

I have, &c.,

A. de B. Brandon, Esq., Wellington.

J. PRENDERGAST.

No. 8.

Messrs. BRANDON and QUICK to the ATTORNEY-GENERAL.

DEAR SIR,—

Wellington, 3rd February, 1869.

I return draft lease Clifford to () with replies to your remarks and alterations. With deference to you, the engrossing, as also the drawing, is the duty of the solicitor of the lessors.

Yours truly,

The Attorney-General, Wellington.

BRANDON and QUICK.

Enclosure in No. 8.

DRAFT LEASE.

THIS DEED, made the day of One thousand eight hundred and sixty-nine, between Sir Charles Clifford, of Knight, hereinafter called the Lessor, of the one part, and hereinafter called the Lessee, of the other part, witnesseth: That in consideration of the rent hereinafter reserved, and of the covenants and agreements herein expressed and implied, and on the part of the Lessee, his executors and administrators, to be respectively paid, observed, and performed, he the Lessor doth hereby convey and assure by way of lease unto the Lessee, his executors and administrators, for the term of two years, to be computed from the fifteenth day of February, 1869, all that piece of land, containing three acres more or less, situate in and being sections numbers and on the plan of the City of Wellington, in the Province of Wellington, with the messuage or tenement and buildings thereon, and all the appurtenances thereto belonging, as the same land is particularly delineated on the plan drawn hereon, and coloured red—the Lessee, his executors or administrators, paying therefor the yearly rent or sum of £150 by equal half-yearly payments, on the fifteenth day of August and the fifteenth day of February in each year, clear of all deductions on account of any taxes, charges, rates, assessments or impositions whatsoever, parliamentary or otherwise, already or hereafter to be imposed, the first of such payments to be made on the fifteenth day of August now next; and the Lessee, for himself, his executors and administrators, hereby covenants with the Lessor, his heirs and assigns, that he the Lessee, his executors or administrators, will and shall, during the term hereby granted, keep the messuage or tenement and buildings on the said land, and the fences and drains, in good tenable repair, order and condition, damage by fire, tempest or earthquakes, and ordinary wear and tear, only excepted, and the orchard, garden, and grounds in good order and condition, and in such repair, order and condition, except as aforesaid, will and shall quietly yield up this messuage and tenement, and buildings, fences, drains, orchard, garden and grounds, at the end of or sooner termination of the tenancy. And it is hereby expressly provided that the covenant to repair and yield up in repair, which by the Ordinance of the Governor and Legislative Council of New Zealand, Session II., No. 10, it is provided shall be implied in leases, shall not be implied in this lease, except as aforesaid. Provided always, and it is hereby further agreed between the parties hereto, that in case the messuage or tenement and buildings, or any part thereof, shall during the said term be rendered ruinous or uninhabitable by fire, tempest, or earthquake, it shall be lawful for the Lessee or his representatives respectively to determine this lease, by giving to the Lessor or his representatives notice of his intention to determine the same, by giving to or leaving such notice with A B of in the Town of Wellington aforesaid, or with such other person in Wellington as the same Lessor shall appoint to be his agent in Wellington, and of such appointment shall have informed the Lessee; and it is hereby expressly agreed, that if the rent hereby reserved, or any part thereof, shall be in arrear for the space of one calendar month after any of the days hereinbefore appointed for payment thereof respectively, whether the same shall be legally demanded or not, or if breach shall be made in any of