

PAPERS RELATIVE TO OCCUPATION

the covenants or agreements herein expressed or implied, and on the part of the Lessee, his executors and administrators, to be respectively paid, observed, and performed, it shall be lawful for the Lessor his heirs, executors or administrators, thereupon, or at any time thereafter, to enter upon the land and buildings hereby leased, and determine the estate and interest of the Lessee, his executors, administrators and assigns therein, and that without releasing him or them from his or their liability in respect of the non-payment of the rent or breach of any such covenants or agreements as aforesaid. And it is hereby expressly declared that the covenants contained

 No. 9.

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

DEAR SIR,—

Wellington, 9th March, 1869.

I enclose draft lease, to enable you to have the counterpart lease engrossed.

I have, &c.,

J. Prendergast, Esq.,
Attorney-General.

A. DE B. BRANDON,
Pro W. W. BATHAM.

No. 10.

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

Sir Charles Clifford and the Government.

DEAR SIR,—

Wellington, 22nd April, 1869.

With reference to this matter, I would suggest that Mr. Domett would be the proper party to make the lessee, since he is the Secretary of Crown Lands and the head of the Land Commission Department.

I have, &c.,

The Attorney-General.

A. DE B. BRANDON.

HON. COLONIAL SECRETARY,—

23rd April, 1869.

This is Mr. Brandon's proposal. I do not see how the Secretary for Crown Lands can be asked to take a responsibility of this kind, however remote the risk. Should he be asked?

J. PRENDERGAST.

I AGREE with the Attorney-General, but the Secretary for Crown Lands may be asked.

E. W. S.

30th April, 1869.

I BEG, with all due respect, to decline this responsibility. It would be better either that the head, or say the Under Secretary, of one of the Departments, the head of which is intended to reside in the house, should be made lessee, as he would be always in a position to hear about repairs wanted, &c., or other business connected with the tenancy.

A. DOMETT.

30th March, 1869.

I MUST also respectfully decline the responsibility, which, if I left office, would still attach to me, and which, I conceive, is no part of the duty of my office.

It has been the practice to place Her Majesty in the position of lessee, and I cannot conceive what objection there can be on behalf of the lessor to such a course. If that objection be that he wants the responsibility of a private individual to supplement the possible deficiency of the Government, it is evidently unfair to ask (as this virtually would be) a Government officer to give his private responsibility for that purpose.

W. GISBORNE.

FOR THE ATTORNEY-GENERAL,—

1st May, 1869.

If the Queen is not (as is usual) made the lessee, I have no objection to being so made.

E. W. S.

No. 11.

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

Clifford and the Government.

Wellington, 10th May, 1869.

DEAR SIR,—

If you will not consent to make the Queen lessee, would you consent to Mr. Stafford's name being used?

I have, &c.,

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

J. PRENDERGAST.

No. 12.

Mr. A. DE B. BRANDON to Mr. W. PHARAZYN.

DEAR SIR,—

Wellington, 10th May, 1869.

I have no objection to Mr. Stafford's name being used in the lease from Sir Charles Clifford as lessee.

I have, &c.,

W. Pharazyn, Esq.

A. DE B. BRANDON.