

14. On the death of a settler before he has become entitled to a grant of his land, his executor or administrator shall, within six calendar months after his decease, or the Board may, at any time thereafter, dispose of the estate and interest of such settler in any land purchased by him from the Contractor to some person who shall be approved of by the Board; and the purchaser shall be deemed to stand in the position of the settler whose interest he purchases, and be bound by and be subject to the same terms and conditions as such deceased settler was bound by and subject to. If a sale under this condition is made by the Board, the net proceeds thereof, after paying all expenses, shall be paid to the executor or administrator of the deceased settler as part of his personal estate.

15. Should any settler be compelled to leave the district previous to his becoming fully entitled to his Crown grant, he may transfer his right, title, and interest in such land to any person approved of by the Board. The purchaser shall stand in the same position as the settler from whom he purchased, and be bound by and subject to the same terms and conditions as such settler was bound by and subject to.

16. No settler shall hold or be entitled to a grant for more than 200 acres in the whole, whether acquired by purchase from the Contractor or under the provisions of the last preceding sections. The Contractor shall not hold or purchase from a settler, or his executors or administrators, or the Board, the estate or interest of the settler in the land held by such settler under these conditions, nor hold or own or be entitled to a grant for more than 400 acres in the whole.

17. If the Contractor or any settler shall be found to have committed a wilful breach of any of these conditions, the Board may, upon sufficient proof thereof, of which the Board shall be the sole judge, forfeit his interest in the land so held or acquired, and the Board may dispose of such interest by public auction to any person who shall agree to settle on the land. Any person so purchasing shall be deemed to stand in the position of the settler whose interest he purchases. The proceeds of any sale, after paying all expenses, shall be expended by the Board in constructing and maintaining any roads on the land, or in such other improvements as the Board thinks best.

18. Within two years from the date hereinbefore fixed for payment of the first instalment of the purchase-money, the Contractor shall expend, in making a road or roads through the land, the sum of £2,000: such money shall be expended in such manner as the Board approves of. The Governor may, if the Board shall consider it inexpedient to require the whole sum of the said £2,000 to be expended within the said period of two years, require the Contractor, instead of so expending it, to deposit with the Board, at the expiration of the term of two years, so much of the said sum as shall be unexpended, and the moneys so deposited shall be expended by the Board in the construction of roads through the land at such time and manner as the Board thinks expedient. The Contractor shall forthwith, on the delivery of such large scale-tracing as aforesaid, give to the Board such sufficient security (of the nature and sufficiency of which the Board shall be the sole judge) for the expenditure of the said sum of £2,000 or any part thereof.

19. All the moneys required to be paid for the land under these terms and conditions shall be paid to the Receiver of Land Revenue, and receipts given by him shall be sufficient discharges for the payment of the moneys therein respectively acknowledged to have been received.

20. If the Contractor shall fail to carry out and perform these conditions, or the conditions under which the land is set apart for special settlement, or any of them, all moneys paid under this agreement shall be forfeited to Her Majesty the Queen, and the Governor may, by notice to the Contractor, either delivered personally or left at the Contractor's known or last known place of abode in the Provincial District of Taranaki, determine the contract; and, upon the delivery of such notice, all the estate and interest of the Contractor under this agreement shall absolutely cease and determine, and all improvements on the said land shall become the property of Her Majesty: Provided that the Governor may, in accordance with the conditions of this agreement, carry out and perform the terms and conditions of any contract made by the Contractor with a settler, and may, if he think fit, waive or dispense with the performance by a settler of any of such terms and conditions.

21. All disputes between the Governor and the Contractor or between the Governor or any settler concerning these presents, or the conditions under which the land is set apart for special settlement, or the construction hereof or of the said conditions, or concerning any matter or thing hereby or by the said conditions required or not required to be done, shall be submitted to two arbitrators, one to be named by each party. The arbitrators shall appoint an umpire before entering upon the reference. The arbitrators, or, in case of difference between them, the umpire, shall award as to the matters in difference, and shall determine how and by whom the expenses of the reference shall be paid, and such award shall be final and bind the parties hereto.

22. The Governor may, if he think fit, waive or dispense with the performance by the Contractor or by any settler of any matter or thing required to be done by the Contractor or by such settler by the conditions under which the land is set apart for special settlement, or by this contract, or may extend the time within which such matter or thing may be done.

In witness whereof the parties hereto have hereunto set their hands and seals.

## SCHEDULES.

### FIRST SCHEDULE.

ALL that parcel of land in the Provincial District of Taranaki, containing by admeasurement five thousand (5,000) acres, more or less. Bounded towards the North by the Wanganui River, waste land, and part of the Ahuroa Block; towards the East by the Ahuroa Stream; towards the South by other part of the Ahuroa Block, waste land, and the Piakau River; and towards the West by the Waitara and Wanganui Railway line.