

APPENDIX.

SIR,—

General Crown Lands Office, Wellington, 11th December, 1878.

I have the honour to acknowledge receipt of your letter of the 15th ultimo, addressed to the Hon. the Minister of Lands, offering to dispose of the Wellington reclaimed land at a commission of $1\frac{3}{4}$ per cent., and to inform you in reply that the Government have decided to proceed with the sale of such portions of the reclaimed land as are enumerated in the inclosed schedule, in pursuance of section 21 of "The Financial Arrangements Act, 1878," and to intrust the sale to you.

It must be distinctly understood that so soon as a sufficient number of sections have been disposed of to realize the sum of £120,000 no further lots will be offered, and you are requested to be particular in announcing this at the time of sale.

A higher rate of commission than 1 per cent. cannot, however, be allowed upon the gross proceeds of the sale, which amount is to cover all charges and expenses excepting those actually incurred in advertising; and the Government will be obliged by your immediately issuing a preliminary advertisement announcing the sale to take place at Wellington upon such day as you may consider most convenient during the month of February next. Meanwhile the proposed terms and conditions of sale, and any suggestions which you may desire to offer, should at once be submitted for the consideration of the Government.

I have, &c.,

J. BALLANCE,

(For the Minister of Lands).

R. J. Duncan, Esq., Auctioneer, Wellington.

Conditions.

1. The highest bidder shall be the purchaser; and if any dispute shall arise concerning a bidding, the section in dispute shall be put up again at a former bidding and resold.

2. The auctioneer shall fix the advance to be made on each bidding previous to commencing the sale. No person shall retract his bidding, and the vendor reserves the right of bidding.

3. The purchaser of each section shall, immediately on the fall of the hammer, pay a deposit of £15 per cent. of the amount of the purchase-money for the section or sections purchased by him or her in part payment of the purchase-money, and shall sign an agreement to make and accept bills of exchange for the remainder upon the terms hereinafter mentioned, and otherwise complete the purchase in the form set forth at the foot hereof.

4. The balance of the purchase money shall be divided into equal sums, and be payable by bills of exchange, to be drawn by the auctioneer as the agent of the vendor, which bills shall bear date on the day of sale, and shall be accepted by the purchaser, and be payable to the order of the drawer, at six, nine, and twelve months after the dates thereof respectively.

Each purchaser shall accept such bills within ten days after the sale, or his deposit will be forfeited; and shall bear the expense of all duty stamps on the bills.

5. The vendor shall not be required to disclose any title beyond the production of "The Financial Arrangements Act, 1878," and the vendor's direction to sell, which will be exhibited at the time of sale, and shall be deemed to be conclusive.

6. On compliance with these conditions, and on payment of all the bills of exchange to be given thereunder, each purchaser will be entitled to have a conveyance of the section or sections purchased, and such conveyance shall be executed by the Governor in the name and on behalf of Her Majesty, under the Public Seal of the Colony.

No purchaser shall be concerned to see to the application of the purchase-money realized at this sale, or any part thereof; and, if he so desire, his conveyance may contain a declaration to that effect.

7. The conveyances shall be prepared by and at the expense of the respective purchasers, and the draft conveyances shall be left at the office of the Under-Secretary for Crown Lands, in Wellington, for approval, on behalf of the vendor.

8. Within fourteen days after such approval the engrossment of such conveyances shall be left by the respective purchasers at the office aforesaid for execution by the vendor.

9. No covenants for title shall be contained or implied in any conveyance as against Her Majesty the Queen or the Governor of the colony, and every such conveyance will contain the usual declaration to that effect.

10. The measurements and contents of the sections to be sold are believed to be accurately set forth upon the sale plan exhibited at the sale; but, in case it should appear that there is any error or discrepancy therein, the same shall not annul or vitiate the sale, or entitle any purchaser to any abatement of the purchase-money, beyond an allowance at the rate per foot at which the land was sold for each foot which may be short of the supposed quantity.

11. Each purchaser will be entitled to possession of the section or sections purchased upon accepting the bills of exchange required to be accepted by these conditions, or within one calendar month thereafter, at the option of the vendor.

12. If any purchaser shall fail to comply with these conditions, or shall make default in due payment of any one of the bills of exchange to be given in accordance therewith, his or her deposit money shall be forfeited to the vendor, who shall be at liberty in any such case forthwith to proceed to another sale by public auction either with or without notice to the purchaser at the present sale; and the deficiency, if any, occasioned by such second sale, together with all charges attending the same, shall, immediately after such sale, be made good by the defaulter at this present sale; and, in case of nonpayment of the same, the whole shall be recoverable by the vendor as and for liquidated damages, and it shall not be necessary for the vendor previously to tender a conveyance.