



SUPPLEMENT  
 TO THE  
**NEW ZEALAND GAZETTE**

OF  
 THURSDAY, OCTOBER 27, 1892.

Published by Authority.

WELLINGTON, MONDAY, OCTOBER 31, 1892.

*Regulations under "The West Coast Settlement Reserves Act, 1892."*

GLASGOW, Governor.

In pursuance and exercise of every power and authority conferred upon me by "The West Coast Settlement Reserves Act, 1892," I, David, Earl of Glasgow, the Governor of the Colony of New Zealand, do hereby make the regulations under "The West Coast Settlement Reserves Act, 1892," set forth in the Schedule hereto.

Dated this twenty-seventh day of October, one thousand eight hundred and ninety-two.

SCHEDULE.

1. In these regulations, if not inconsistent with the context, "the said Act" means "The West Coast Settlement Reserves Act, 1892:"

"Section eight" means section eight of the said Act:

"Native owners" has the same meaning as that given by section two of the said Act; but, as applied to these regulations, is confined only to those Native owners having shares or interests in the land to be comprised in a new lease to be granted under section eight:

"Reserves" and "reserve" have the same meaning as given by the said Act:

"New lease" means a lease under section eight.

2. Every person who desires to obtain a new lease under the provisions of section eight of the said Act shall notify such desire by making the declaration and application in writing to the Public Trustee in the following form:—

"I, \_\_\_\_\_, of \_\_\_\_\_, in the Provincial District of \_\_\_\_\_, in the Colony of New Zealand, do solemnly and sincerely declare that I am the [Here state whether an original lessee or an assignee] of all that [Here describe the whole of the land intended to be comprised in the new lease], as the same is more particularly delineated in the plan drawn hereon, coloured in outline red. I am over the age of seventeen years. I am applying for a new lease solely for my own use or benefit and not directly or indirectly for the use or benefit of any other person whomsoever. That I will, before the grant of a new lease, surrender all the above-described land and all other land being portions of reserves of which I am the owner, tenant, or occupier.

"I am not aware of any mortgage, charge, encumbrance, or claim affecting the land above described, or any part thereof, or my estate or interest therein, or that any person hath any claim, estate, or interest in the said land at law or in equity, in possession or expectancy, adverse to my application, title, estate, or interest.

"There is no person in possession or occupation of the said land above described adversely to my estate or interest therein, and that the said land is now in my occupation, and that there are no deeds, instruments, or evidences of title affecting such land in my possession, or under my control, other than those enumerated in the First Part of the Schedule hereto. I believe that the deeds, instruments, and evidences of title set forth in the Second Part of the said Schedule are in the possession or control of the persons named in the said Second Part of the said Schedule.

"My title to make this application arises as follows [*Here set out full particulars of title, whether the applicant is an original lessee or assignee or otherwise, and whether he is applying for the whole or part of the land comprised in a lease*]:—

"And I make this solemn declaration, conscientiously believing the same to be true, and by virtue of the provisions of an Act of the General Assembly of New Zealand intituled 'The Justices of the Peace Act, 1882.'

"Declared at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 1892,  
before me,

"A Justice of the Peace in and for the Colony of New Zealand."

—  
"*Schedule referred to in the above Declaration.*

"First Part: [*Here set out with particularity the deeds, instruments, and evidences of title in the possession or control of the applicant.*]

"Second Part: [*Here set out with particularity the deeds, instruments, and evidences of title not in the possession or control of the applicant, but which do affect his title, and state where they are to be found.*]

"I, \_\_\_\_\_, the above declarant, apply for a new lease of the land described in the above declaration under section eight of 'The West Coast Settlement Reserves Act, 1892;' and I hereby agree with the Public Trustee to be bound by all the provisions of the said 'West Coast Settlement Reserves Act, 1892,' and all regulations made thereunder, relating to the granting of new leases under section eight of the said Act, and to surrender any lease or tenancy under which I now hold reserves or any part thereof, and to accept a new lease of the said land under section eight of the said Act for the term, at the rent, and under and subject to the covenants, agreements, provisions, and conditions provided or authorised by 'The West Coast Settlement Reserves Act, 1892,' and regulations made thereunder, and to execute the said lease in triplicate, and to pay the costs of the preparation, execution, stamping, registration, and completion of such lease in triplicate and of and incidental thereto.

"My address is [*Here insert name, occupation, and residence*].

"Dated this \_\_\_\_\_ day of \_\_\_\_\_, 189 \_\_\_\_\_.

"Witness: A.B." \_\_\_\_\_ Applicant.

[*Residence and occupation.*]

3. The application shall be lodged at the Public Trust Office, Wellington. An indorsement shall be made on the application of the date upon which it was lodged. If the leasehold estate or interest of any applicant in the land comprised in the application shall be subject to any mortgage, charge, encumbrance, or claim, then the declaration hereinbefore referred to shall be altered so as to state the nature thereof, and the holder of the mortgage, charge, or encumbrance must consent to the application in writing, and before the new lease is granted such holder must release his mortgage, charge, or encumbrance.

4. The declaration shall state whether the applicant is an original lessee or an assignee, and shall state the date of the original leases, the parties thereto, and the registered numbers thereof, whether in the Land Transfer Office or the Deeds Registry. If the applicant is an assignee, then, in addition to the foregoing, the declaration shall state the nature of the instruments or evidences of title under which the assignee derives title, with the respective dates thereof, the parties thereto, and the registered numbers thereof respectively. If an award under the provisions of subsection (d) of subsection (1) of section eight of the said Act forms part of the applicant's title, the date of the award and reasonably full particulars thereof, and of the assignments, shall be stated in the declaration.

5. At the time of the lodging of the application the applicant shall lodge therewith all deeds, instruments, and other evidences of or affecting his title to the lands comprised in the application in the applicant's possession or under his control, and shall state, so far as he knows, where any other deeds, instruments, or evidences relating to his title and not in his possession or control are.

6. At the time of the lodging of the application the applicant shall deposit with the Public Trustee the sum of £12 10s. for the purpose of covering the costs of advertisements, valuations, the preparation, execution, stamping, registration, and completion of the surrender of any existing lease and of the new lease and incidental

thereto. If the sum deposited is insufficient the applicant shall, upon demand by the Public Trustee, pay to the Public Trustee such further sum as may be required to make up the deficiency. If the sum so deposited is more than sufficient to cover the liability aforesaid the surplus shall be returned to the applicant.

7. The applicant must, prior to or at the time of lodging the application, pay to the Public Trustee all rent in arrear in respect of the whole of the land he holds being portions of reserves. If the application is in respect of the whole or any portion of the land comprised in a lease which has expired by effluxion of time, then, in addition to the payment of the rent in arrear, the applicant must pay to the Public Trustee such sum of money as shall be equivalent to a fair rent for the period between the date of the expiry of the lease and the lodging of the application, as shall be determined by the Public Trustee.

8. The Public Trustee may require any applicant (either before or after he has notified to the applicant that his application ought to be given effect to) to furnish, at the applicant's cost, a plan from actual survey of the land comprised in his application, and may refuse to proceed further with such application until such request is complied with. Such survey shall comply with any regulations made by the Surveyor-General of the colony, and be made by some person who under such regulations is authorised to make surveys for the purpose by the Surveyor-General or under such regulations.

9. If the Public Trustee considers the application one which ought not to be given effect to, he shall notify his decision in writing to the applicant by registered letter addressed to the applicant at his address as stated in his application, or, if no address be stated, then at the last-known place of residence or abode of the applicant, and thereupon such application shall be deemed to be at an end: Provided that if the Public Trustee considers that the application, if amended, ought to be given effect to in part, he may, instead of rejecting the whole application, notify to the applicant by registered letter in manner aforesaid to what extent he is prepared to give effect to such application if the application is amended; and, if the applicant within twenty-one days after the posting of such registered letter consents in writing to the modification of his application to the extent to which the Public Trustee is prepared to give effect to, then the Public Trustee may treat the original application as so modified, and give effect to the same as if the original application had been modified to the extent consented to by the applicant.

10. If the Public Trustee determines to give effect to an application he shall first proceed to ascertain, in such manner as he thinks fit, what is the value of the land comprised in such application as for an estate in fee-simple exclusive of the improvements thereon, but such value shall not be less than that ascertained for the assessment for the purposes of "The Land and Income Assessment Act, 1891." He shall at the same time proceed to ascertain, in such manner as he thinks fit, what is the value of all improvements on the land comprised in the application, which improvements would, at the end or sooner determination of the lease in respect of which the new lease applied for is to be substituted, belong to the lessor, the Native owners, or the Public Trustee.

11. When the Public Trustee has determined such values, as mentioned in the last-preceding paragraph number ten, he shall by notice in writing to the applicant by registered letter as aforesaid declare that he considers his application ought to be given effect to, and, in such notice inform the applicant of the amount at which the land comprised in the application has been valued at, without the improvements, and the amount at which the improvements on such land have been valued at. In such notice the Public Trustee shall specify a time and place at which a meeting shall take place between the applicant and the Native owners of the land comprised in the application, for the purpose of fixing the rent to be paid for the first twenty-one years of the new lease, as provided by subsection (a) of subsection (3) of section eight of the said Act.

12. Notice of any meeting under subsection (b) of section eight of the said Act shall be in the following form, or to the following effect:—

"To [*Insert the names of all the known Native owners*], and the other Native owners of all that [*then here describe land in such manner as to make it sufficiently descriptive to draw the attention of the Native owners to it*], and to

, of , (lessee).

"WHEREAS the above-named has given notice to me under the provisions of section eight of 'The West Coast Settlement Reserves Act, 1892,' that he desires to obtain under that section a new lease of the land above described; and I consider his application ought to be given effect to: Now, therefore, I do hereby appoint a meeting to take place between the said

and all the Native owners of the above-described land for the purpose of fixing the rent to be paid for the said land for the first twenty-one years of the new lease; and I fix as the place where, and the day of , 189 , at o'clock in the

noon, as the time when, such meeting shall take place.

"Dated this day of , 189 .  
" Public Trustee."

13. The new lease shall be in such form, and shall contain such covenants, conditions, and agreements as the Public Trustee may prescribe by regulations. The Public Trustee may modify or alter the covenants, conditions, and agreements in the form of any lease in such manner as he may think advisable to suit the circumstances of the case.

At the time of the execution of the new lease, and simultaneously therewith, the applicant and all other proper parties shall execute such surrenders or other instruments as may be required by the Public Trustee to surrender any lease or tenancy required to be surrendered under the provisions of the said Act.

The lease shall be prepared in triplicate by the Public Trustee, and, when ready for execution by the applicant, the Public Trustee shall give notice, by registered letter addressed to the applicant at the address contained in the application, or, if no address be contained, then at the last-known place of residence or abode of the applicant in the colony, that he is required within fourteen days after the posting of such registered letter to execute all surrenders or other instruments, as provided by the last paragraph, and the lease in triplicate.

Such notice shall be deemed a tender of the lease for execution by the applicant, and no formal or other tender of the surrenders, instruments, or lease for execution by the applicant shall be requisite.

If the applicant within the time limited fails to execute the necessary surrenders or instruments aforesaid, or the said new lease in triplicate, such failure shall be deemed a refusal by the applicant to do so; and the Public Trustee may at his discretion elect not to grant to the applicant such new lease, or may take any proceedings he thinks proper to compel the lessee to execute such surrenders, instruments, or triplicate leases.

If the Public Trustee elects not to grant such new lease as aforesaid he shall give notice of such election by registered letter in manner aforesaid, and upon such notice being posted all right to the grant of such new lease shall thereby be determined, and any moneys deposited with the Public Trustee under these regulations shall be absolutely forfeited to the Public Trustee.

The costs of and incidental to the preparation, execution, stamping, registration, and completion of all surrenders, instruments, and leases under these regulations shall be borne and paid by the applicant, and until such costs are paid the applicant or persons claiming under him shall not be entitled to the possession of the new lease.

For the purposes of this regulation time shall be deemed essential.

14. For the purpose of these regulations the address of the applicant as appearing from the application shall be deemed the applicant's address.

15. When the lessee and the Native owners, under the provisions of subsection (c) of subsection (3) of section eight of the said Act, have agreed, at a meeting held under section eight, as to the rent to be paid for the first twenty-one years of the term of the new lease, the person presiding at such meeting shall forthwith in writing notify to the Public Trustee the agreement so arrived at, and the amount of the rent agreed upon. If no agreement is come to, or if none of the Native owners are present at a meeting, or if those attending refuse to take any part in fixing the rent, the person presiding at the meeting shall forthwith notify the facts as they are in writing to the Public Trustee.

16. When the Public Trustee approves of or fixes the rent, as provided by section eight, the notice required to be given by subsection (h) of subsection (3) of section eight shall be in such one of the following forms, or to the effect (varied as the Public Trustee thinks proper) as may be applicable:—

“To [*Here set out names of lessees, with descriptions and addresses*].

“At a meeting held on the                      day of                      , 189                      , between the Native owners [of the land comprised in your application, dated the                      day of                      , 189                      , and lodged on the                      day of                      , 189                      ], and you, the rent agreed upon for the first twenty-one years of the term of the new lease was £                      per annum. I approve of the same, payable in advance.

“Dated this                      day of                      , 189                      .

“Public Trustee.”

“To [*Here set out names of lessees, with descriptions and addresses*].

“As I do not approve of the rent fixed at the meeting held on the                      day of                      , 189                      , between the Native owners [of the land comprised in your application dated the                      day of                      , 18                      , and lodged on the                      day of                      , 18                      ] and you, I fix the amount thereof at £                      per annum, payable in advance.

“Dated this                      day of                      , 189                      .

“Public Trustee.”

“To [*Here set out names of lessees, with descriptions and addresses*].

“As you and the Native owners did not agree, at the meeting held on the day of                      , 18                      , as to the amount of rent to be paid for the term of the new lease of the land comprised in your application dated the                      day of                      , 18                      , and lodged the                      day of                      , 18                      , I fix the amount of such rent at £                      per annum, payable in advance.

“Dated this                      day of                      , 189                      .

“Public Trustee.”

“To [*Here set out names of lessees, with descriptions and addresses*].

“As none of the Native owners were present at the meeting appointed to be held on the            day of           , 18   , for the purpose of fixing the rent for the land comprised in your application dated the            day of           , 18   , and lodged the            day of           , 18   , I fix the rent to be paid for the new lease at £            per annum, payable            in advance.

“Dated this            day of           , 189   .

“Public Trustee.”

“To [*Here set out names of lessees, with descriptions and addresses*].

“As the Native owners present at a meeting held on the            day of           , 18   , for the purpose of fixing the rent for the new lease of the land comprised in your application dated the            day of           , 18   , and lodged the            day of           , 18   , refused to take any part in fixing such rent, I hereby fix the same at £            per annum, payable in advance.

“Dated this            day of           , 189   .

“Public Trustee.”

17. If the applicant desires to withdraw his application, as provided by subsection (h) of subsection (3) of section eight of the said Act, the notice of withdrawal shall be as follows, or to the following effect:—

“NOTICE.

“To the Public Trustee.

“I HEREBY give you notice that I withdraw my application for a new lease of all that [*Here describe land, or refer to the date when the application was lodged, or make such other reference as will leave no doubt as to the application to be withdrawn*].

“Dated this            day of           , 189   .

“A.B.”

J. BALLANCE.

“THE WEST COAST SETTLEMENT RESERVES ACT, 1892.”

REGULATIONS MADE BY THE PUBLIC TRUSTEE.

In pursuance and exercise of all the powers and authorities conferred upon me by “The West Coast Settlement Reserves Act, 1892,” I, James Kemmis Warburton, the Public Trustee of the Colony of New Zealand, do hereby make the following regulations thereunder:—

1. In these regulations, if not inconsistent with the context, the expressions following shall have the following meaning attached thereto:—

“The said Act” means “The West Coast Settlement Reserves Act, 1892:”

“Section eight” means section eight of the said Act:

“Native owners” has the same meaning as that given by section two of the said Act, but, as applied to these regulations, is confined to those Native owners having shares or interests in the land to be comprised in a new lease to be granted under section eight:

“Reserves” and “reserve” have the same meaning as given those expressions by the said Act:

“The Presiding Officer” means the person appointed by the Public Trustee as Presiding Officer for the purposes of these regulations:

“First meeting” means the original meeting appointed by the Public Trustee under subsections (a) and (b) of subsection (3) of section eight of the said Act:

“New lease” means a lease granted under section eight:

“The applicant” means the applicant for a new lease, upon whose application the Public Trustee under section eight has notified his decision that such application ought to be given effect to.

2. The following provisions shall apply to meetings held under section eight of the said Act:—

The Presiding Officer shall preside at such meetings. A book shall be kept called the minute-book, and the Presiding Officer shall enter therein the name of every applicant, and of every Native owner present at a meeting, and the name of every person present at a meeting holding a proxy for a Native owner, and the name of the Native owner giving such proxy. He shall require all proxy papers to be delivered to him, and ascertain whether the same are valid or not. Having complied with the above, he shall explain the object of the meeting, and read the advertisement convening it, and inform the persons present of the respective values of the land to be comprised in the new lease without the improvements thereon, and of the improvements as fixed by the Public Trustee under sub-paragraphs (f) and (g) of subsection (3) of section eight. After a reasonable time has elapsed (of which fact the Presiding Officer shall be the sole judge) the Presiding Officer shall require

the applicant and the Native owners present to come to an agreement as to the amount of the rent to be paid by the applicant under the new lease for the first twenty-one years of the term. If the applicant and the Native owners do not, within a reasonable time (of which the Presiding Officer shall be the sole judge), come to an agreement, the meeting shall stand adjourned to such time and place as the Presiding Officer shall at the close of such meeting appoint. If at the adjourned meeting the applicant and the Native owners do not come to an agreement as to the amount of rent to be paid, within two hours after the time fixed for the commencement of such adjourned meeting, the meeting shall be deemed to have lapsed. If an agreement shall be come to between the applicant and the Native owners, it shall be recorded by the Presiding Officer in the minutes. If it shall become necessary to take the votes of the Native owners present at a meeting, the following course shall be adopted: If to any first proposition, as to the amount of the rent to be paid by an applicant, an amendment is made, then the amendment shall first be determined, and, if negatived, other amendments may be proposed, and such amendments shall be put and determined in the order in which they are proposed; and if all amendments are negatived, the first proposition shall be put and determined. All voting shall be open voting, and the person voting shall openly state how he votes, and at the same time state his name, and, if he votes by virtue of a proxy, the name of the person granting the proxy. The person presiding at a meeting shall record in the minutes every proposition and amendment, and the votes for and against. If the votes for and against a proposition or amendment are equal, the proposition or amendment shall be deemed not carried. If at any meeting any question of procedure shall arise not herein provided for, it shall be determined by the Presiding Officer.

3. If at a first meeting all the applicants (if more than one) shall not, within two hours after the time fixed for the holding of the meeting, be in attendance, either personally or by an agent appointed in writing, then the meeting shall stand adjourned until the next day (or, if the next day be a Sunday, until the Monday following), at the same time and place; and if all the applicants (if more than one) shall not, within one hour from the time fixed for the holding of the adjourned meeting, be in attendance, either personally or by an agent appointed in writing, the meeting shall be deemed to have lapsed. The Presiding Officer shall enter in the minute-book the facts connected with such meeting and the adjourned meeting.

4. If at a first meeting none of the Native owners shall, within two hours from the time appointed for the holding of the meeting, be in attendance (either personally or by proxy), then the meeting shall stand adjourned until the next day (or, if the next day be a Sunday, until the Monday following), at the same time and place; and if none of the Native owners, either personally or by proxy, shall, within one hour from the time fixed for the holding of the adjourned meeting, be in attendance, the meeting shall be deemed to have lapsed. The Presiding Officer shall enter in the minute-book the facts connected with such meeting and the adjourned meeting.

5. Notwithstanding the provisions for adjournment hereinbefore contained, the Presiding Officer may from time to time adjourn any meeting to any time and place he thinks fit.

6. No adjourned meeting shall be held after fourteen days from the day fixed by the Public Trustee for the holding of the first meeting. With respect to meetings adjourned by the Presiding Officer under this provision, the provisions as to the meeting lapsing hereinbefore contained shall, *mutatis mutandis*, apply.

7. It shall be the duty of the Presiding Officer to see that every material matter or thing which occurs at a meeting shall be entered in the minute-book, and he shall, in support thereof, certify at the close of each meeting in the minute-book the truth of every matter or thing occurring at such meeting, as follows:—

“I do hereby certify that the matters and things above set forth truly represent what occurred at the meeting of which the above minutes purport to be a true and correct account.

“A.B.,  
“Presiding Officer.”

8. The Presiding Officer shall transmit to the Public Trustee true copies of all entries made in the minute-book, and shall verify the correctness of such copies by statutory declaration. Such declaration shall be as follows:—

“I, \_\_\_\_\_, of \_\_\_\_\_, the Presiding Officer appointed by the Public Trustee, do solemnly and sincerely declare that the foregoing paper writings [or the annexed paper writings, as the case may be] are true and correct copies of the minutes of the meeting [or meetings] of which they purport to be copies: And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of an Act of the General Assembly of New Zealand intitled ‘The Justices of the Peace Act, 1882.’”

9. A proxy to vote at any meeting shall be in the form following, or to the effect thereof:—

FORM OF PROXY.

“ \_\_\_\_\_, of \_\_\_\_\_ is hereby appointed proxy to act and vote on my behalf at a meeting notice whereof is given in the \_\_\_\_\_ newspaper of the \_\_\_\_\_ day of \_\_\_\_\_, 189 \_\_\_\_\_, between the Native owners and \_\_\_\_\_, to be held under section eight of ‘The West Coast Settle-

ment Reserves Act, 1892,' at , on the day of , 189 , or any adjournment of such meeting.

"Dated this day of , one thousand eight hundred and .  
" A.B.,

"Witness to signature :

"Native owner.

"A Justice of the Peace [or Licensed Native Interpreter, or Solicitor of the Supreme Court of New Zealand, or Postmaster]."

10. Any person proposing to vote at any meeting on the authority of a proxy shall, before voting or taking any part in a meeting, deliver such proxy to the person presiding at the meeting at which such person intends to vote, who shall retain the same.

11. No applicant, or person representing an applicant, shall be competent to hold or vote upon a proxy on behalf of a Native owner.

12. Unless otherwise required by the Public Trustee, every lease to be granted under section eight of the said Act shall be in the following form, and shall contain or have implied therein the covenants and provisions therein referred to.

"Register-book, Vol. , folio .

"FORM OF LEASE UNDER SECTION 8 OF 'THE WEST COAST SETTLEMENT RESERVES ACT, 1892.'

"WHEREAS the Public Trustee (who, unless the context requires a different construction, is with his successors and assigns hereinafter referred to as 'the lessor') is the statutory owner in fee-simple of all that piece of land situated in , containing (a) , be the same a little more or less (b) :

And whereas , of , has, under section eight of 'The West Coast Settlement Reserves Act, 1892,' become entitled to a lease of the said land at the rent, and under the covenants, conditions, and provisions hereinafter contained, expressed, or implied, to be held by him, the said as tenant for the term of years, computed from the day of , 18 , at the yearly rental of £ , payable half-yearly in advance on the days of and in each year during the said term; the first of such payments to be made on the day of , 18 , subject to the following covenants, conditions, and restrictions:—

(a.) Here state area, exclusive of roads intersecting the same.

(b.) Here state rights of way, privileges, or easements, if any, intended to be demised. If the land to be dealt with contains all that is included in an existing grant refer thereto for description and diagram; otherwise set forth the boundaries in chains, links, or feet, and refer to a plan thereof on or annexed to the lease.

"That the lessee (which term shall, unless the context requires a different construction, mean and include the heirs, executors, administrators, and assigns of the lessee) covenants with the lessor—

"(1.) That the lessee shall and will during the said term pay the rent aforesaid in manner aforesaid, free and clear from all deductions or abatements whatsoever, and shall and will pay all rates, taxes, charges, or assessments now made or hereafter during the said term, assessed, charged, or imposed upon the demised premises, or upon the landlord or tenant in respect thereof, or upon any buildings or improvements thereon, and that in case any of the said rent shall at any time be and continue in arrear and unpaid for fourteen days next after any of the days hereinbefore appointed for payment thereof the lessee will pay to the lessor interest upon such arrears at the rate of £8 per centum per annum, calculated from the time hereinbefore appointed for the actual payment of such rent to the time of actual payment thereof, and such interest shall for all purposes, whether of distress or otherwise, be deemed to be rent payable under this demise, and be payable and recoverable by distress or otherwise in the same manner as the rent hereinafter reserved under this demise may or can be.

"(2.) The lessee 'will insure in the name of the lessor.'

"(3.) The lessee 'will fence.'

"(4.) The lessee 'will paint outside every fourth year.'

"(5.) That the lessee 'will cultivate, and will preserve and keep the demised premises in a clean and husbandlike manner, free from all noxious weeds growing or to grow on the said demised premises, and will not plant on the demised premises, or permit to spread thereon, gorse or furze, and will keep properly cut and trimmed all live hedges and fences on the demised premises.'

"(6.) That the lessee 'will not, without leave, assign or sublet.'

"And it is declared that all the expressions hereinbefore contained, as modified herein, shall have the meaning given them by 'The Land Transfer Act, 1885:' And it is declared and agreed that all the provisions of 'The West Coast Settlement Reserves Act, 1892,' which are applicable to leases granted under section eight of that Act shall be incorporated herein; and that all powers, covenants, and provisions of 'The Land Transfer, Act, 1885,' which apply to or are implied or incorporated in leases of land under that Act shall apply to and be implied or incorporated in this lease, save as to any express modifications made herein: Provided always that, if the rent hereby reserved shall be in arrear and unpaid for the space of twenty-one days next after any of the days herein appointed for payment thereof, although no formal demand shall have been made for payment thereof, or in case the lessee shall commit a breach of or infringe or fail to perform or observe any or either of the covenants, conditions, or agreements herein contained or implied, and on behalf of the lessee to be performed or observed, then and in any such case it shall be lawful for the lessor into and upon the demised premises or any part thereof in the name of the whole to re-enter, and the same to have again,

re-possess, and enjoy, but such re-entry shall not prejudice the right of the lessor to recover any rent then due or payable, or any right of distress, action, or suit that may have arisen under these presents or by law prior to such re-entry:

“ Provided always that no covenants shall be implied herein as against the lessor, save that the lessor has not done or executed or been privy to any act or deed by means whereof the land hereby demised may have been charged or encumbered in any way whatever.

<p>“ Dated this _____ day of _____, 18 _____</p> <p>“ The seal of the Public Trustee was affixed hereto by the Public Trustee, in the presence of _____</p> <p>“ Signed by the above-named _____ in the presence of _____</p>	}	<p>“ THE PUBLIC TRUSTEE. (L.S.)</p> <p>“ A.B. The Lessee.”</p>
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13. The Public Trustee may at discretion vary the form of such lease, and may modify or alter the covenants, conditions, and provisions thereof, and insert other covenants, conditions, and provisions, as he may think advisable to suit the circumstances of the case. If there are more than one lessee in a lease the covenants must be both joint and several, and the above form must be altered accordingly.

14. If, upon an application for a new lease being made, the Public Trustee considers that the form of the lease provided by these regulations should, to meet the circumstances of such application, be varied, or that the covenants, conditions, or provisions therein contained require to be modified or altered, whether by the insertion of other covenants, conditions, or provisions, or by the omission or modification of any covenants, conditions or provisions, then the Public Trustee may make such variation, modification, or alteration at his discretion; but he shall in such case, before giving the notice required by subsection (3) of section eight of the said Act, give notice to the applicant by registered letter addressed at the address stated in the application, or, if no address be stated, then at the known or last-known place of abode or residence of the applicant, of the intended variation, modification, or alteration, requiring the applicant, within a time limited in the notice, to consent by writing delivered at the Public Trust Office, Wellington, to such variation, modification, or alteration; if such consent is not so given within the time limited (or such further time as the Public Trustee may grant), the Public Trustee will refuse to give effect to the application. If the applicant gives such consent, then any lease to be granted to him shall be varied, and the covenants, conditions, and provisions shall be modified or altered accordingly.

15. These regulations shall be read together with the regulations made by the Governor under the said Act on the twenty-seventh day of October, one thousand eight hundred and ninety-two, and such regulations made by the Governor and these regulations shall be so read and construed as not to conflict the one with the other, but so as to render both consistent.

16. The notice to be given to an applicant under paragraphs nine and eleven of the regulations made by the Governor under the said Act on the twenty-seventh day of October, one thousand eight hundred and ninety-two, when the Public Trustee determines not to give effect to an application, or when he determines to give effect to an application, shall be in one of the following forms as applicable:—

“ NOTICE is hereby given you that I consider that your application for a new lease, dated the \_\_\_\_\_ day of \_\_\_\_\_, 189\_\_\_\_\_, and lodged in my office the \_\_\_\_\_ day of \_\_\_\_\_, 189\_\_\_\_\_, of all that [*Here describe land sufficiently to enable applicant to identify the land*] ought to be given effect to; and I appoint \_\_\_\_\_, at \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 189\_\_\_\_\_, at \_\_\_\_\_ o'clock in the \_\_\_\_\_ noon, as the place and time when a meeting is to take place between you and the Native owners. I have fixed the value of the land to be comprised in the new lease under your application as for an estate in fee-simple, exclusive of all improvements thereon, at £ \_\_\_\_\_; and the value of all improvements thereon at £ \_\_\_\_\_

“ Dated the \_\_\_\_\_ day of \_\_\_\_\_, 189\_\_\_\_\_.  
“ To \_\_\_\_\_, of \_\_\_\_\_.”

“ NOTICE is hereby given you that I consider that your application for a new lease of the land comprised in your application, dated the \_\_\_\_\_ day of \_\_\_\_\_, 189\_\_\_\_\_, and lodged in my office on the \_\_\_\_\_ day of \_\_\_\_\_, 189\_\_\_\_\_, being all that [*Here describe land sufficiently to enable the applicant to identify the land referred to*] ought not to be given effect to.

“ Dated the \_\_\_\_\_ day of \_\_\_\_\_, 189\_\_\_\_\_.  
“ To \_\_\_\_\_, of \_\_\_\_\_.” “ THE PUBLIC TRUSTEE.

Dated this thirty-first day of October, one thousand eight hundred and ninety-two.

J. K. WARBURTON,  
Public Trustee.

{ Seal of Public  
Trust Office. }