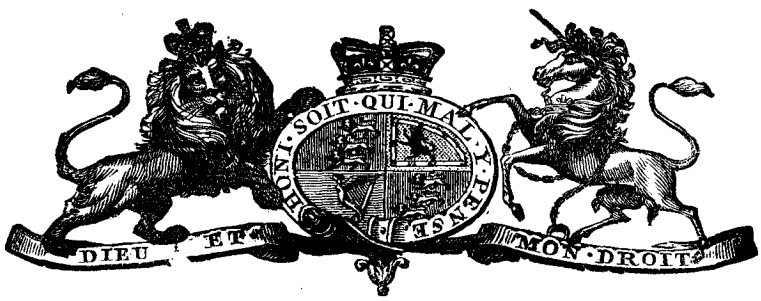

THE

NEW ZEALAND GAZETTE.

Published by Authority.

WELLINGTON, MONDAY, JANUARY 7, 1901.

Regulations under "The Maori Lands Administration Act, 1900."

RANFURLY, Governor.

ORDER IN COUNCIL.

At the Government House, at Wellington, this twenty-sixth day of December, 1900.

Present:
His Excellency the Governor in Council.

WHEREAS by the fiftieth section of "The Maori Lands Administration Act, 1900," it is enacted that the Governor may from time to time, by Order in Council published in the *Gazette* and *Kahiti*, make regulations for any of the purposes in the said section specified:

Now, therefore, I, Uchter John Mark, Earl of Ranfurly, the Governor of the Colony of New Zealand, in exercise and pursuance of the powers and authorities conferred by the said Act, and all other powers and authorities enabling me in this behalf, and by and with the advice and consent of the Executive Council of the said colony, do hereby make the regulations following for the purposes in each case specified.

REGULATIONS.

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

"The said Act" means "The Maori Land Administration Act, 1900."

"Lease" means a lease under the said Act.

"Council" means the Maori Land Council incorporated under "The Maori Land Administration Act, 1900."

"Lessor" means the Maori Land Council or the Maori lessor, as the case may be.

"Lessee" means any person declared a lessee under the said Act, and includes the lessee under a lease under the said Act.

"Cultivation" has the same meaning as is given to that expression by section 3 of "The Land Act, 1892."

"Improvements," "substantial improvements," and "substantial improvements of a permanent character" have the same meaning as is given to the expression "substantial improvements of a permanent character" by section 3 of "The Land Act, 1892."

Election of Maori Members of the Council.

2. Every Maori as defined in section 3 of the said Act who is twenty-one years of age and upwards is entitled to vote as an elector at any election of a member or members for the Council of the Maori land district in which he resides.

Every male elector is qualified to be a member of the Council for the Maori land district in which he resides.

3. The Governor shall, subject to the provisions of section 6 of the said Act, decide whether five, six, or seven members shall constitute the Council of any Maori land district, and shall notify his decision in the *Gazette* and *Kahiti* twenty-one days at least before the day of nomination.

4. The first election of Maori members of the Council shall be conducted according to the following regulations:—

(1.) There shall be one Returning Officer for each Maori land district, to be appointed by the Governor, and the said Returning Officer shall have power to appoint such Deputy Returning Officers as he may deem necessary; and if, owing to illness or other misadventure, such officer shall be unable personally to attend on such occasion, he shall be empowered to appoint a substitute to act in his stead.

(2.) Every Returning Officer and Deputy Returning Officer, and every substitute appointed hereunder, shall, before acting in his office, make and subscribe before a Justice of the Peace the declaration set forth in Form A in the Schedule hereto, and such Justice of the Peace shall transmit a record of the same to the Native Minister.

(3.) Polling-places shall be appointed in each Maori land district by the Governor, and notice of the places appointed shall be published in the *Gazette* and *Kahiti* for at least eight days previous to the day of nomination.

(4.) The Governor shall issue a writ in the Form B in the Schedule hereto, specifying the day and place of nomination, and the day on which the poll, if necessary, shall take place, and the number of members to be elected.

(5.) The above writ shall be forwarded to each Returning Officer, and a copy thereof shall be published in the *Gazette* and *Kahiti*, and posted in such public places as shall be thought desirable by the Returning Officer.

(6.) On the day of nomination so to be fixed as aforesaid the Returning Officer shall preside at a meeting to be held at noon at the appointed

place, and shall declare the purpose for which the meeting is held. It shall be competent to the Returning Officer to declare the meeting adjourned from day to day till the election is completed.

(7.) Every candidate shall be proposed by one and seconded by another elector, who shall each previously obtain from the Returning Officer a certificate that he is qualified to vote at the election; and, if no more than the number of candidates specified in the writ shall be so proposed and seconded, the Returning Officer shall declare such candidates duly elected, and will make his return accordingly.

(8.) In the event of there being more candidates proposed and seconded than the number decided upon by the Governor, as the case may be, the Returning Officer shall call for a show of hands, separately, in favour of each candidate, and after such show shall declare the persons in whose favour the show of hands shall appear to have been largest; and if thereupon a poll be not demanded by one of the candidates, or by some elector, duly certified as such, on his behalf, the Returning Officer shall declare such persons to be duly elected.

(9.) The names of the persons so declared to be elected shall be indorsed on the writ by the Returning Officer as the persons duly elected in pursuance thereof, and the writ shall be returned by him to the Governor forthwith, who shall transmit the same to the Superintendent of the Maori Lands Administration Office. The Returning Officer shall forthwith publish a notice of the result of the poll in the *Kahiti*.

(10.) If a poll be demanded as aforesaid, the Returning Officer shall then declare the day on which the same shall be taken, being the day fixed by the writ as aforesaid, and on that day the poll shall be taken at the places appointed as aforesaid, and shall commence at 10 o'clock in the forenoon of the day appointed and shall close at 4 o'clock in the afternoon of the same day, unless otherwise ordered by the Returning Officer.

(11.) If a poll be demanded, the Returning Officer shall immediately make arrangements for the issue at each polling-place of voting-papers to electors, which shall be in the Form C in the Schedule hereto, and such papers may be issued at any time or times appointed by the Returning Officer until the close of the poll.

(12.) On the day of the poll the electors shall enter one by one the polling-booth, and shall each present his voting-paper, and, when requested to do so, shall state the names of the candidates, not being more than the number decided upon by the Governor as aforesaid, for whom he intends to vote, and his own name. The Returning Officer or his Deputy shall thereupon write the names of such candidates on the voting-paper, and sign the same, and pass it to a Maori, to be appointed by him, to be associated with him for this purpose, who shall place his initials or name on such voting-paper as witness.

(13.) Each candidate may, by writing under his hand, appoint one scrutineer, who, if he chooses, may, after the closing of the poll, be present at the counting of the votes given to each candidate.

(14.) The Returning Officer shall, immediately after the closing of the poll, and in the presence of such scrutineers as choose to be present, ascertain the numbers polled for each candidate, and shall sign a notice and declaration stating the number of votes polled for each candidate, and declare the persons found to have the greater number of votes to be duly elected, and shall indorse, return, and forward the writ accordingly, and publish a notice of the result of the poll, as provided in subsection (9) of this section.

(15.) If two or more candidates have received an equal number of votes the Returning Officer shall give a casting-vote.

(16.) The Returning Officer or his Deputy shall have power to appoint a sufficient number of officers to keep order, and to make and enforce such other regulations for insuring the orderly, effective, and impartial conduct of the election.

(17.) Where by these regulations it is directed that any notice or copy of any instrument is to be published in the *Kahiti*, such publication shall be in the Maori language; and where by these regulations it is directed that any notice or copy of any instrument is to be published in the *Gazette*, such publication shall be in the English language.

5. The President and every member of the Council, whether appointed by the Governor or elected under the provisions of the said Act, shall, before entering upon the duties of his office, take the oath set out in Form D in the Schedule hereto, before a Justice of the Peace, who shall remit such record to the Superintendent of the Maori Lands Administration Office.

Papatupu Block Committees.

Election of Block Committees.

6. The Council of the district in which a block of papatupu land is situate may, by notification in the *Kahiti* in Form E of the Schedule hereto, and by notice to be affixed in a conspicuous place at any kainga or Maori village on or adjacent to such block, fix a time and place for the holding of a meeting of claimants to the land, and the election of a Papatupu Block Committee.

7. Such notification shall describe the block by its name and boundaries or other sufficient description; and the Council may for the purpose use the name, boundaries, and description used in any application made to the Native Land Court in respect of papatupu land before the date of such notification, where such application has not been investigated; and such notification shall further state where, and at what times, a sketch map of the land in question is open for inspection.

8. The notification shall be inserted in at least three consecutive issues of the *Kahiti*, and shall fix a date for the meeting not less than six weeks from the date of the publication of the first insertion of the notice in the *Kahiti*.

9. Maoris claiming the land, or any portion thereof, may claim the same in Form F of the Schedule hereto.

10. The claim shall set forth the names, residences, and hapus of the claimants, and also the grounds or *take* on which the claimants rely in support of their claim.

11. The meeting shall, when practicable, be held on the land in question, or at some runanga-house or kainga on or adjacent to the land, or at some other place that the Council may appoint to suit the convenience of the majority of the claimants.

At the time and place fixed for the meeting the President or his deputy, and at least one Maori member of the Council, shall attend.

12. The President shall preside at such meeting, or, in his absence, the deputy to be appointed by him shall be chairman.

13. The notice convening the meeting, and the purpose for which such meeting is convened, shall be read out and explained to those present, and the sketch map shall be displayed in a conspicuous place.

14. The President or chairman shall thereupon announce to the meeting the various claims received and call for any further claims (if any), which may thereupon be handed in.

15. The President and members of the Council present shall thereupon examine the same, and decide who are claimants or counter-claimants, or may decide that any two or more claims by Maoris of the same hapu may be amalgamated and constitute a separate party, and group the various claimants into parties. The President may thereupon decide, subject to the provisions of section 16 of the said Act, how many members the committee shall consist of, and how many of such members each party is entitled to elect, and may call for nominations accordingly.

16. In case any party shall nominate more than the requisite number of members of committee, the President shall require the members of such party to separate from the rest of the Maoris present, and shall call upon such party for a show of hands in favour of each candidate nominated, and shall declare the candidate or candidates receiving the largest number of votes to be the member or members of committee to represent such party.

17. In all cases in which any party shall nominate only the required number of candidates the President shall declare such candidate or candidates duly elected.

18. The time and place of the first meeting of the committee shall be fixed by the President, and at such meeting the members of the committee shall, before proceeding with any other business, elect a chairman from their number.

19. The chairman shall preside at all meetings of the committee, and shall have a deliberative as well as a casting vote.

20. In case of any vacancy the continuing members of the committee may act, provided that a quorum is present.

21. A quorum shall be a majority of the members of the committee.

22. The committee may meet together for despatch of business, adjourn, and otherwise regulate their meetings as they think fit.

23. All questions arising at a meeting shall be decided by a majority of votes, and each member shall have one vote.

24. In the absence of the chairman the members of the committee present shall choose one of their number to be chairman for such meeting.

25. The chairman may, with the consent of the meeting, from time to time, and from place to place, adjourn any meeting.

26. If a poll be demanded it shall be taken by show of hands, or in such other manner as the chairman directs; the result of such poll shall be deemed to be a resolution of the committee, and the names of the members voting for or against the resolution, and the side on which each voted, shall be recorded in the book of the proceedings of the committee.

27. The committee may proceed in the manner prescribed by these regulations, or in such other manner as may be deemed best fitted for carrying out the provisions of sections seventeen and eighteen of the said Act.

28. Each party shall, in the order arranged by the committee, be entitled to call witnesses to give evidence in support of the grounds or *take* set forth in its claim, and each of the other parties shall be entitled to cross-examine all witnesses other than their own.

29. The committee may, if it thinks fit, require that the evidence of each witness shall be written down in Maori, and, after being read over to him, shall be signed by the witness and attested by the chairman and one member of the committee.

30. The party first proceeding to prove its case shall be deemed to be the claimant, and all other parties shall be counter-claimants. The case of the claimant and counter-claimants being concluded, the leader or conductor for the claimants shall be at liberty to address the committee in support of their claim.

Each of the counter-claimants' leaders or conductors shall then be entitled to address the committee in the prescribed order, and the claimants' leader or conductor shall be entitled to reply.

31. The committee may, if it think fit, at any stage of the proceedings, require each or any of the claimants to hand in a list, in writing, of the names of all persons of their party who claim to be interested in the land, or any part thereof in respect of the interest they represent.

32. On completion of the hearing of the claim and counter-claims, the committee shall proceed to draw up its report in form and manner directed by sections 17 and 18 of the Act, and shall, by registered letter addressed to the leader or conductor representing each of the parties, appoint a day, time, and place on and at which it will publish its report to a meeting of the parties claiming the land.

33. At such meeting the report shall be read out in the presence of those assembled, and objections called for.

34. All objections shall be in writing, and shall be signed by the objectors.

35. The committee may thereupon consider such objections, and may, if they think fit, alter or amend their report with a view to settle or adjust any objection.

36. The report of the committee shall thereupon be signed by the members of the committee and forwarded to the Council.

37. The Council shall thereupon fix a day to consider the report, and by notice in the *Gazette* and *Kahiti*, published at least forty-two days before the day fixed, call upon any objector to appear before it and support his objection.

38. If any objector appears he may give, or call witnesses to give, evidence before the Council in support of his objection, but shall not be allowed to go outside the points raised n his objection.

39. The Council shall then proceed to consider the report of the committee, and objections thereto (if any), and shall thereon make an order in Form G of the Schedule hereto, or as near as may be thereto.

PAPAKAINGAS.

40. Papakainga certificates shall be in Form H in the Schedule hereto, and shall have indorsed thereon by the Survey Department of the district in which the land is situate a plan of the land set apart by the certificate as a papakainga.

41. Upon the allocation of a papakainga to a Maori the Council shall issue a notice of allocation to such Maori in Form I in the Schedule hereto.

42. The Council shall thereupon cause a papakainga certificate to be prepared, and forward the same to the District Survey Office to enable a plan to be indorsed thereon.

43. In the event of there being no sufficient survey of the land the Council may request the Survey Department to have a survey made.

44. The Council may pay the cost of the survey as fixed by the Survey Department out of any funds at their disposal, or which it may borrow for such purpose on the security of any other lands owned by the Maori to whom such papakainga certificate has been allocated: Provided that where more than one papakainga has been included in the survey the cost of the survey shall be proportionately borne by each of the Maoris benefiting by the survey.

45. The Council may either pay for the survey in one sum or by instalments as it may arrange.

46. The Council shall collect from the holder of the papakainga certificate the cost of preparation and issue of the certificate according to scale.

LEASES.

Classification of Maori Lands.

47. The Council may classify Maori lands into three classes for the purpose of leasing the same, namely:—

(1.) Town land, being township or village sites or sections heretofore reserved or set aside for Natives, or which shall hereafter be so reserved or set aside;

(2.) Suburban land, being land in the vicinity of any town lands;

(3.) Rural land, being lands not reserved for towns or villages.

All rural lands may be classified by the Council into first-class and second-class lands.

First-class land shall be deemed to be land suitable for agricultural purposes, of a value of not less than £1 per acre, and capable of being ploughed and producing crops.

Second-class land shall include all other descriptions of land, including standing forest, irrespective of value, and shall include pastoral lands within the meaning of "The Land Act, 1892."

Opening up Lands for Lease.

48. The Council may, in order to open up any land transferred to it under all or any of the provisions of the said Act, or for any other purpose authorised by the said Act, borrow or raise money as therein provided, and expend the same for all or any of such purposes, and in such case the following provisions shall apply:—

49. *Roading Lands.*—The Council may, in roading lands to be opened for leasing, obtain the advice and assistance of the Chief Surveyor for the district in which the land is situate, or of any road surveyor or other officer employed by him, or may, with his approval, appoint some competent road surveyor or road engineer to lay off or grade any road that may be required, and to supervise the formation or construction of the same, or any bridge thereon.

All such roads shall be formed in manner similar to those formed by the Crown Lands Board of the district in which the lands are situate, known as bridle-tracks.

Through standing bush or forest the timber or trees shall be felled during the proper season for a width of 1 chain on each side of the bridle-track. The fallen bush shall be burnt at the proper season, and the land sown with an approved mixture of grass- and clover-seeds.

50. The cost of all roading, surveys, and other moneys expended in opening up land shall be a first charge on the revenue to be derived from the land benefited, and one-half of the rents and royalties to be received each half-year may be deducted by the Council and applied in repayment of the money raised for such purposes. Repayment of such moneys so raised shall be made by instalments as nearly as may be in accordance with the table of instalments adopted or in force for the time being under the Advances to Settlers Department, so that the principal and interest may be paid off by half-yearly instalments extending over a period not exceeding thirty-six years and a half.

Leases by Public Tender.

51. When the Council determines to offer for leasing in manner provided by the said Act lands, or parts thereof, it shall give public notice of such intention by publication for three consecutive weeks in the *Gazette* and *Kahiti*, and in the Maori and English languages in at least one local newspaper circulating in the locality in which the land to be leased is situated twice in each week for three consecutive weeks, and in such other manner as the Council thinks fit. The notice shall state that the lands to be leased are leased under the provisions of the said Act, shall specify the lands, allotments, or parcels of land intended to be leased by numbered lots, the upset rental determined by the Council in respect of each lot, and the time limited for making tenders, which time shall be not less than sixty days from the day of the first publication of the notice in such local newspaper as aforesaid, and also the place where such tenders are to be delivered, which may be such place as the Council shall in such notices specify. If the Council considers that, with respect to any lot, the lease should contain any special covenants, conditions, or provisions other than those in the lease hereafter set out, it shall in such advertisement state shortly such special covenants, conditions, and provisions. Any person who desires to tender for leasing any of the land so notified as aforesaid may within the time so limited as aforesaid deliver at the place so appointed as aforesaid a tender in writing, setting forth the lot he desires to lease, and specifying the rental he is prepared to pay therefor, and

which tender shall be in the Form J in the Schedule hereto or to the effect thereof.

52. Every tender shall be enclosed in a sealed envelope addressed to the President, and marked on the outside as follows: "Tender for lease of Lot No. , as advertised in the newspaper of the day of , 19 ," and shall be accompanied by a statutory declaration in the form or to the effect set forth in Form K in the Schedule hereto.

53. If any person desires to tender for more than one lot, a separate tender for each such lot must be made, and separate declarations as required by the last preceding rule. And each such tender must be accompanied by six months' rent and £3 3s., and stamp duty and registration fee.

54. All tenders shall be opened simultaneously by the Council on a day appointed for the purpose.

Every tender shall be deemed to be informal and incapable of being accepted where the rental tendered is less than the upset rental fixed as aforesaid.

55. The highest tenderer, if his tender shall equal or exceed the upset rental, shall be declared the lessee, and be entitled to possession of the lands so soon as he has duly executed a lease thereof, and has complied with all other conditions lawfully prescribed in that behalf.

56. If the rent offered by two or more persons is the same amount, and is higher than that offered by any other tenderers, then the Council shall, after opening all the tenders, decide by lot, in such manner as it shall think fit, which of such two or more persons shall be declared the lessee.

57. The deposits and fees paid by the unsuccessful tenderers for any lease shall be returned to them by the Council immediately after any tender for such lease has been accepted.

58. When the Council shall declare any person to be the lessee of any block it shall forthwith notify the same to such person by registered letter, addressed to such person at the address given in the tender, and shall in such notice require such person, within thirty days after such notice, to execute the lease in triplicate. If two or more persons jointly tender, the notice shall be posted to each of such persons. Such notice shall be in the Form L in the Schedule hereto, or to the effect thereof.

59. If any person who has been declared a lessee shall fail to execute his lease within thirty days after being required by notice so to do, then his deposit and the above-mentioned sum of £3 3s. shall be absolutely forfeited to the Council, and the right of such person to obtain such lease shall absolutely cease and determine.

Where any lessee shall forfeit his right to a lease as aforesaid, and as often as such a case shall occur from time to time until the land be leased, or until there be a failure of tenderers whose tenders are formal, the Council may, at any time within seven days from such forfeiture, declare the next highest tenderer for the same lease whose tender is not informal to be the lessee, or, if the rent offered by two or more persons is the same amount, and is higher than the rent offered by any other tenderer save the one who has so forfeited his right to a lease as aforesaid, may decide by lot which of such other persons shall be the lessee. Every person declared a lessee under this section shall, upon his paying the deposit and fees as aforesaid, be declared to have become the lessee on the day of the opening of the tenders as if he had been so declared on such day.

60. If no tender shall be received prior to the time fixed for opening the tenders for any of the leases advertised for sale, any person may at any time thereafter apply for any one of such leases, unless the same shall have been withdrawn from sale by the Council, and be declared the lessee thereof at the upset rental fixed, upon complying with the other conditions prescribed as to tenders. If, in any such case, two or more applicants shall lodge their tenders on the same day, the right to the lease shall be decided by lot.

61. The Council may at any time reduce the upset value of land which it has failed to lease for one year, and may again call for tenders for the same at such reduced value.

62. The lease to be granted in pursuance of any tender may be in the Form M in the Schedule hereto, or to the effect thereof.

63. No tender shall be accepted or lease granted except the same be in accordance with the provisions of the said Act and these regulations.

64. No lease shall comprise more than 640 acres of first-class land or 2,000 acres of second-class land, except in the case of small grazing-runs and pastoral leases, nor shall any lessee have any right to acquire the freehold of the demised land.

No lessee or person, by himself or by or jointly with any other person on his behalf, shall hold at one time, whether as occupier, lessee, assignee, sub-lessee, or otherwise, more than 640 acres of first-class land or 2,000 acres of second-class land, except in the case of small grazing-runs and pastoral leases. Any occupation license, lease, assignment, sub-lease, or other instrument in contravention of this section shall be illegal and void from the commencement:

Provided always that this section shall not apply to any person who acquires an interest in any lease of a reserve by bankruptcy, or under an intestacy, or by virtue of a will.

65. Any person of the age of seventeen years and upwards may become a lessee hereunder, and if under full age shall be as capable of executing a lease, and shall be bound by the terms thereof, and of the said Act, as if such person was of full age.

66. The term fixed by the lease shall be twenty-one years, to take effect in possession and not in reversion; but such lease may be renewable as provided hereafter.

67. Every lease shall be prepared by the Council, and shall be in such form, and shall contain such covenants, conditions, and agreements, not being inconsistent with the provisions of the said Act or these regulations, as the Council may prescribe by regulations which it is hereby authorised and empowered from time to time to make and from time to time to alter, amend, or revoke, and which may either be general, or applicable to any particular case or class of cases, and shall be subject to the stipulations following:—

(*a.*) No lessee shall transfer the possession or occupation of the land leased to or occupied by him, or any part thereof, by sale, under lease, or other disposition, except the Council shall sanction the proposed transfer, and until such lessee has been twelve months in possession or occupation of the demised land.

(*b.*) When a statutory declaration is required from any lessee, no transferee, and no purchaser of any lease under any power of sale vested in any mortgagee, assignee, or trustee in bankruptcy, shall be admitted into possession or occupation of the land comprised in such lease until he has deposited with the Council a statutory declaration in the same form or to the same effect.

(*c.*) Every lawful transferee of any lease, or purchaser as aforesaid of any lease, shall have all the rights and privileges, and be subject to the same obligations, as the original lessee: Provided that the transferor shall be liable for the instalment of rent which shall become due next after such transfer.

(*d.*) No transfer of any lease shall be valid unless all the conditions upon which the lease was granted have been complied with as to payment of rent or otherwise up to the date of such transfer.

(*e.*) If any lessee or licensee shall fail to fulfil any of the conditions of his lease within sixty days after the day on which the same ought to be fulfilled, his lease shall be liable to be forfeited, and he shall be deemed, upon such forfeiture, to be in illegal occupation of the land comprised in the lease, and the Council may proceed for recovery of possession thereof.

The foregoing conditions as regards leases shall operate and shall be deemed to bind the Council and the lessee as fully and effectually as if they were set forth in every lease.

68. The lessee shall be liable for all rates, taxes, or assessments of every nature or kind whatsoever imposed upon the occupier of the lands included in his lease during the term for which he is lessee.

69. The Council, upon being satisfied that any lease has been lost or accidentally destroyed, may grant a new lease in lieu thereof, upon such terms and conditions and upon payment of such fee in each case as it shall think fit. When any indorsement is required to be made on any lease, and the same is lost or destroyed as aforesaid, the Council may grant a new lease in lieu thereof, and make the required indorsements thereon, or, if it shall so think fit, may incorporate the substance of the indorsements with the terms of the original lease, and insert them together in the new lease.

70. The Council and the lessee shall each execute the lease in triplicate.

71. Every lease, after execution thereof as aforesaid, shall be registered by the Council under "The Land Transfer Act, 1885," or any Act hereafter passed in lieu thereof, in like manner, as nearly as may be, *mutatis mutandis*, as a Crown grant is registered; and the lease which is retained in the office of the District Land Registrar shall form a folium of the register-book in such office, and on it all dealings therewith shall be registered; but no fee shall be payable by way of contribution to the assurance fund on the registration of any such lease.

All dealings with or transmissions of land comprised in such lease shall be made in accordance with the provisions of the last-mentioned Acts, and be in all respects subject thereto.

72. All dealings with or under leases in contravention of the provisions of the said Act as to transfers of leases shall be absolutely void, and the District Land Registrar shall refuse to register any dealing with or under a lease until he is satisfied that the said provisions have been complied with.

Residence and Improvements.

73. Every lessee shall, within twelve months of the commencement of his term, and thereafter for a period of six consecutive years, reside on some portion of the lands leased by him.

This condition shall not apply to any person who has acquired an interest in any lease under an intestacy or by virtue of a will.

The Council may dispense with the necessity of such residence, in the case of bush or swamp lands, until four years after the commencement of the term, and altogether as to all lands if the lessee resides on lands contiguous to the lands leased. Lands shall be deemed to be contiguous to each other if only separated by a road or stream, or by such interval of space as the Council may in each case determine.

In cases of youths who may become lessees, and who are living within the Maori land district and are residing with their parents or near relatives, the Council may dispense with residence until four years after the commencement of the term.

When any two lessees shall lawfully intermarry, the Council may dispense with residence by either of such lessees on the lands comprised in one of the leases.

74. Every lessee shall bring into cultivation—

(*a.*) Within one year from the date of his lease, not less than one-twentieth of the land leased by him;

(*b.*) Within two years from the date of his lease, not less than one-tenth of the land leased by him;

(*c.*) Within four years from the date of his lease, not less than one-fifth of the land leased by him.

And shall, within six years from the date of his lease, in addition to the cultivation of one-fifth of the land, have put substantial improvements of a permanent character on first-class land to the value of £1 for every acre of such land, and on second-class land to an amount equal to the net price of every acre of such land: Provided that in no case shall the additional improvements required on second-class land be more than 10s. per acre.

Valuation of Improvements.

75. Whenever a lease is to be sold or otherwise disposed of, subject to a payment of the valuation of the improvements made on such lands, such valuation shall, in all cases where it is not otherwise provided by the said Act, be made one month at least before the expiry of the existing lease, in such manner as the Council shall direct; and payment of such valuation shall be made to the Council on or before the day of the commencement of the term of the new lease by the purchaser of such lease.

Whenever a lease is forfeited for breach of conditions, the Council shall cause such valuation to be made on recovering possession of the land.

76. The amount of the valuation of the improvements, when paid by the purchaser of a new lease, shall be paid by the Council to the original lessee, less any arrears of rent or other moneys due in respect of such land by the outgoing tenant; and, in case of forfeiture, less also the amount of expenses incurred in recovering possession of the land and the lease or other disposal thereof.

77. In every case of the forfeiture of a lease for breach of conditions the payment of the amount of the valuation of improvements, or of any part thereof, shall be absolutely at the discretion of the Council.

78. If payment of any such valuation is not made as aforesaid the Council may sue for and recover the same in any Court of competent jurisdiction from the person who should make such payment.

79. No outgoing tenant shall have any right or claim against the Maori owners or the Council in respect of the value of any improvements made by him on the lands in his occupation, in case any person shall fail to pay such value to the Council.

80. All claims for compensation in respect of any matters arising under the said Act, or for value of improvements or other matters, shall, unless otherwise specially provided, be settled in the manner provided in Part III. of "The Public Works Act, 1894," for which purpose the said Part III. shall be deemed to be incorporated with the said Act.

In every such claim the Council shall be the respondent.

81. Where it is provided or agreed that any matter shall be referred to arbitration, then such reference, unless herein otherwise provided, shall be to one or more arbitrators appointed by the parties on each side respectively, and an umpire to be appointed by such arbitrators.

(*a.*) If either party shall fail to appoint an arbitrator within twenty-one days after being requested in writing to do so by the other party, then the arbitrator appointed by the other party shall alone conduct the arbitration, and his decision shall be final and binding on both parties.

(*b.*) If the said arbitrators shall fail to agree upon the matter referred to them within twenty-eight days of the same having been so referred, then the matter so referred shall be decided by an umpire to be appointed by the said arbitrators, whose decision shall be final and binding on both parties.

(*c.*) Every such arbitration shall be carried on in the manner prescribed by "The Arbitration Act, 1890," and be subject to such last-mentioned Act in the same manner as if the reference to such arbitration had been made by consent of parties under a deed.

(*d.*) Each party shall pay his or its costs of such reference; and any costs incidental to the appointment of an umpire shall be paid equally by the parties to the arbitration.

(*e.*) Such arbitrators or umpire shall have all the powers vested in Commissioners by "The Commissioners' Powers Act, 1867," as well as all the powers given to them by "The Arbitration Act, 1890."

82. Before any appraiser enters into the consideration of any matters referred to him under the said Act, he shall, in the presence of a Justice of the Peace, make and subscribe a declaration as in the Form N in the Schedule hereto, or to the same effect and meaning.

Renewal of Leases.

83. Not sooner than one year and not later than three months before the end of the term for which the lease is granted, a valuation shall be made by arbitration, or in some other manner that may be agreed upon between the Council and the lessee, of the then value of the fee-simple of the lands then included in the lease, and also a valuation of all substantial improvements of a permanent character made by the lessee during the term and then in existence on the land then comprised in the lease.

The publishing of the valuations made as aforesaid may be effected by serving a copy of the same on the lessee and another copy on the Council; and thereafter, but not later than two months before the expiry of the term for which the lessee then holds the lands, the lessee shall elect, by notice in writing delivered to the Council, whether he will accept a fresh lease of the said lands for a further term of twenty-one years from the expiration of the then term, at a rental equal to not less than five pounds per centum on the gross value of the lands after deducting therefrom the value of the substantial improvements of a permanent character as fixed respectively by the valuation.

84. If the lessee shall not elect to accept a renewal as above mentioned, or shall refuse or neglect to execute a lease within seven days after the same is tendered to him for the purpose, a lease of the said lands shall, not later than one month before the end of the term for which the terminating lease was granted, be put up to public competition by public tender for such term of twenty-one years, on the following terms and conditions:—

(*a.*) The upset rent shall be such rent as shall be fixed by the Council, not being a greater sum than that at which the lease was offered to the outgoing lessee under the last preceding clause.

(*b.*) The amount of such upset rent shall be stated in the advertisements calling for tenders; and it shall be a condition of tender that the tenderer shall, together with his tender, deposit the amount of one half-year's rent, which shall be returned to him if he fails to obtain the lease.

(*c.*) If any person other than the outgoing lessee be declared the purchaser, he shall, within seven days after the day fixed for opening the tenders, pay over to the Council the amount of the value of the substantial improvements of a permanent character as fixed in manner provided by the last preceding clause.

(*d.*) When the day has arrived on which the terminating lease expires, or thereafter, if the Council shall have satisfied itself that the outgoing lessee has let the new lessee into quiet possession of the lands to be leased, and that none of the improvements on the lands which were thereon when the valuation mentioned in the last preceding clause were made have been destroyed or appreciably damaged, the Council shall pay over to the outgoing lessee the amount received by it from the incoming lessee as aforesaid.

(*e.*) If any of the improvements as mentioned in the preceding subclause have been destroyed or appreciably damaged, as in the said subclause referred to, then the value of the improvements so destroyed, or the cost of repairing such damage,

shall be decided by the Council or some person appointed by it; and the amount so fixed, with the costs attending such decision, shall be deducted from the amount payable as aforesaid to the outgoing lessee, and, save the amount deducted for costs, shall be returned to the incoming lessee.

85. If such lease shall not be disposed of as above mentioned to some person other than the lessee, or if such person fails to execute the lease in triplicate within thirty days, or to pay the sum offered by him as aforesaid within thirty days from the day on which the tenders were opened, then the lessee may again, within sixty days after the day fixed for the opening of the tenders, elect in manner aforesaid whether he will accept a fresh lease as aforesaid; and if he does not elect to accept the same, or refuses or neglects to execute such lease within seven days after the same is tendered to him for the purpose, then he may continue as lessee of the said land from year to year, so long as he shall pay the rent reserved by his lease and observe and perform the covenants and conditions contained in the same or in this Act, or until the Council shall succeed in finding a purchaser of the new lease, unless, prior to the finding of such purchaser by the Council, he shall elect to accept a new lease for the said further period of twenty-one years as aforesaid.

86. The Council, in selling a renewed lease to a purchaser, may make provision that the right to take possession under such new lease shall always commence on the 1st day of January or of July in any year.

87. All the provisions of the foregoing rules and regulations (except the provisions as to cultivation) as regards the tenders for, sale, form, and conditions of first leases made under the said Act, and otherwise howsoever as regards such leases, shall, *mutatis mutandis*, apply to the sale, form, and conditions of the new or renewed leases above mentioned, and to the lessees thereunder, and otherwise howsoever, except as herein is otherwise expressly provided.

Unsurveyed Lands.

88. The Council may, if it deem advisable, open up any block of land as unsurveyed land, subject to the following conditions:—

(1.) Every application for unsurveyed land shall contain a written description of the land, with the estimated area, and the boundaries shall, as far as practicable, be straight lines, roads, existing survey-lines, or natural boundaries.

(2.) If the land applied for fronts a laid-down road the frontage to such road shall not exceed one-half of the depth of such allotment.

(3.) The applicant shall in his application agree to deposit, within thirty days of the approval of his application by the Council, the estimated cost of the survey of the area applied for; otherwise the application shall be cancelled and be deemed to be withdrawn.

(4.) On deposit of the estimated cost of the survey the Council may in its discretion dispose of such land to the applicant at a rent to be fixed by the Council.

(5.) The land shall, as soon as possible after the application has been granted, be surveyed by a surveyor authorised by the Surveyor-General.

(6.) In the event of the application for any reason whatsoever being declined, the amount of the deposit shall be refunded to the applicant; but should the applicant, if his application be granted, in any case refuse or delay to complete the lease of the land after survey, he shall forfeit the amount of such deposit.

(7.) The amount of such deposit shall, if the application be granted, be credited towards the rent or rents which shall become due.

Leases of Small Areas.

89. Notwithstanding anything contained in the preceding clauses of these rules, the Council may from time to time set apart for lease, with or without perpetual right of renewal, areas not exceeding 50 acres each, to be open to all persons for selection by application to the Council, in such manner as it shall direct.

(*a.*) Every applicant shall, with his application, enclose a statutory declaration in Form K contained in the Schedule hereto, or to the effect thereof, the form being amended to suit the case, and shall also deposit the amounts stated in the aforesaid section.

(*b.*) If more persons than one apply for the same allotment on the same day, the right to occupy the allotment shall be determined by lot amongst the applicants in manner as the Council shall direct.

(*c.*) Renewal of leases of allotments set apart as aforesaid may be made as in other cases of leases, and shall be disposed of by public tender at a valuation of the fee-simple of the lands to be leased, exclusive of improvements thereon.

Timber, Flax, and other Leases.

90. The Council may sell the standing timber on any land transferred to it, or allow flax to be cut and removed off the land, on such terms as it shall think fit, in the best interests of the owners of the land, and may grant a right of ingress and egress over the said land for the purpose of the cutting and removal of the timber or flax growing thereon for a term not exceeding five years, and may, during such term, withhold the said land from lease.

91. The Council may consent to an alienation if it is satisfied that it is not in contravention of the said Act or the regulations made thereunder; and, in case of a lease, it shall be satisfied that the terms and conditions of the lease are fair and equitable, and the rent is adequate. The consent of the Council to a lease shall be in the Form O in the Schedule hereto, or to the effect thereof.

92. The Council may issue a license to a European to acquire an allotment of Maori land subject to the provisions of the said Act if satisfied of the truth of the statements contained in the declaration accompanying his application, or it may make such further inquiries as it may think fit, and may require the applicant to answer, in writing, such further questions as to his past experience or ability and means of working and improving land as it may think fit. Such license may be in the Form P in the Schedule hereto, or to the effect thereof.

Fees and Accounts.

93. The fees set out in the Schedule are hereby fixed as the fees to be paid under the said Act and these rules: Provided that, if it shall appear to the satisfaction of the Council that any person is unable to pay or ought not to be called upon to pay such fees, it shall be lawful for the Council to dispense with the payment thereof, or of any part thereof, subject to such terms as the Council shall think fit.

94. The amount of any fee not remitted shall be a debt due to the Council by such of the persons parties to the proceeding or act in or for which the same accrued as the Council or the President may order, and shall be payable at such time as the Council or the President may direct.

95. The Council may decline to proceed in any case or to do any act in relation to land in respect of which fees are due for any former act done in relation to such land until such fees have been paid.

96. The Council or the President signing any order or certificate shall note in the margin thereof the amount of fees accrued in the matter of such order or certificate, specifying such as have been paid.

97. All moneys received by the Council shall be acknowledged on a printed form of receipt, and the person paying such money shall sign the duplicate copy retained by the Council, and certify that the same is a true copy.

98. Each receipt shall bear a consecutive number, and the number of the receipt shall be quoted on the bank pay-in slip and pass-book upon the payment of each and every sum into the Council's account at the bank, and also in the cash-book or other proper books of account of the Council.

99. All books and vouchers shall be open to inspection and audit, and shall be available and shall be produced to any auditor or inspector appointed by the Minister of Native Affairs or the Auditor-General to examine the same.

SCHEDULE.

Election of Maori Members.

Form A.

Declaration by Returning Officer.

I, A. B., Returning Officer for the Maori Land District [*or* one of the Deputy Returning Officers *or* substitute], do solemnly declare that I will faithfully perform the duties of Returning Officer [*or* Deputy Returning Officer *or* substitute] to the best of my ability. A. B.

Declared before me , this day of 19 .—C. D., Justice of the Peace.

Form B.

Form of Writ.

Victoria, by the grace of God, of the United Kingdom of Great Britain and Ireland, and of the Islands of New Zealand, &c., Queen.

To , Esquire, Returning Officer for the Maori Land District: Greeting.

Whereas it is necessary that an election of members of the Maori Land District shall take place: Now, therefore, we do hereby require and command you to cause to be elected by the voters duly qualified for that purpose, freely and indifferently, and in manner and form by law and regulations in this behalf prescribed, [*Here insert number*] legally

qualified persons to serve as members of the Council for the Maori Land District: And we do hereby further require and command that you cause the nomination of the said members to be at , on the day of , and the polling, in case it shall be required, to be at the several polling-places on the day of ; and that this our writ, with the name of the persons so elected indorsed thereon by you, shall be returned to us here on or before the day of , 19 .

In witness whereof His Excellency , the Governor and Commander-in-Chief of New Zealand, has caused the Public Seal of the Colony of New Zealand to be hereunto affixed, at Wellington, the day of , 19 . , Governor.

Form C.

Pukapuka Pooti.

Ko te tangata Maori kei raro nei tona ingoa e marama ana ia kia pooti a te whakatunga o nga tangata mo te Takiwa Whenua Maori o hei reo mo ratou Whaka-Maori ki roto ki te Kaunihera o taua takiwa :—

Voting-paper.

THE under-mentioned person is entitled to vote at the election of members of the Council for the Maori Land District :—

Ko te Ingoa Iriiri, Maori hoki, o te Tangata Pooti. Christian Name and Surname of Elector.	Iwi. Tribe.	Hapu. Hapu.	Kainga. Abode.

Nga tangata e pootitia ana: .....
Kai-titiro: .....
Candidates voted for: .....
.....
Witness: .....

R. O., Returning Officer.

Form D.

OATH OF OFFICE.

In the matter of "The Maori Lands Administration Act, 1900."

I, A. B., make oath and say: That I will faithfully and impartially, and according to the best of my ability, skill, and judgment, administer justice and execute the trusts, powers, and authorities vested in me as a member of the Council by virtue of "The Maori Lands Administration Act, 1900." .....

Sworn by the said A. B. at this day of , 19 , before me— .....
A Justice of the Peace in and for the Colony of New Zealand.

Form E.

NOTICE OF MEETING TO ELECT PAPATUPU BLOCK COMMITTEE.

"The Maori Lands Administration Act, 1900."

NOTICE is hereby given that, claims to a block of land named in the first column and described in the second column of the Schedule hereto having been received and a sketch-plan having been deposited, and application having been made to have the title to the said land investigated under "The Maori Lands Administration Act, 1900," a meeting of claimants is hereby fixed to be held at on day, the day of 19 , at o'clock , to elect a Papatupu Block Committee.

A sketch-plan and copies of all claims received have been deposited at the place set forth in the third column of the said Schedule, and may be inspected without charge at the times and hours set forth in the fourth column of the said Schedule.

Name of Block.	Description of Block.	Place where Plan and Claims may be inspected.	Times and Hours at which Inspection may be made.

Form F.

PAPATUPU LAND CLAIM.

"The Maori Lands Administration Act, 1900."

To the District Maori Land Council.

WE, the Maoris whose names are mentioned in the first column of the Schedule hereunder written, on behalf of ourselves and others, claim the land the name and description of which is set forth in the second and third columns of the said Schedule.

We belong to the hapus set forth in the fourth column, and reside at the places set forth in the fifth column of the said Schedule.

A sketch-plan of the land is attached hereto.

We hereby apply to have the title to the said land investigated by a Papatupu Committee under the provisions of "The Maori Lands Administration Act, 1900."

The grounds or *takes* on which we rely in support of our claim are set forth in the paper writing attached hereto.

Names of Claimants.	Name of Block.	Description.	Hapus.	Residence.

Form G.

ORDER DECLARING OWNERS ON REPORT OF PAPATUPU COMMITTEE.

"The Maori Lands Administration Act, 1900."

AT a sitting of the District Maori Land Council, held at , this day of , 19 , after considering the report of the Papatupu Block Committee, and giving all parties concerned full opportunity of being heard, it is hereby ordered that the Maoris whose names are set forth in the first column of the Schedule hereto, or indorsed hereon, and therein numbered respectively from 1 to , both inclusive, are and they are hereby declared to be the owners of the parcel or block of land called or known as containing , and delineated on a sketch-plan No. , a copy whereof is annexed hereto, in the relative shares or proportions set out in the third column of the Schedule, within the portion allotted to the hapu, sub-hapu, or family, as shown on the said plan, and in the fourth column of the Schedule.

In witness whereof the common seal of the District Maori Land Council has been hereunto affixed at a meeting of the said Council held at , on , the day of , 19 .

....., President.
.....,
.....,
Members of Council.

Schedule above referred to.

No.	Name of Owner.	Sex and, if Minor, Age.	Relative Interest.	Hapu, and Area allotted to such Hapu.

I, , Esquire, Chief Judge of the Native Land Court, by virtue of the powers conferred upon me by "The Maori Lands Administration Act, 1900," do hereby countersign the above order.

As witness my hand, at , this day of , 19 .

Form H.

PAPAKAINGA CERTIFICATE.

"The Maori Lands Administration Act, 1900."

IN pursuance of section 21 of the above Act, it is hereby certified that , of Hapu, residing at , in the Maori Land District, is seised or possessed of acres of land, being [*Here follows description*], as the same is delineated on the plan drawn hereon edged red, and that the said land, being suitable for his occupation and support, has been declared a papakainga. And it is hereby ordered that the said parcel of land be and the same is hereby declared absolutely inalienable.

In witness whereof the common seal of the District Maori Land Council has been hereunto affixed at a meeting of the said Council held at , on day, the day of , 19 .

....., President.

[The common seal.]

Form I.

NOTICE OF ALLOCATION OF PAPAKAINGA CERTIFICATE.

"The Maori Lands Administration Act, 1900."

To all whom it may concern.

NOTIFICATION is hereby made that , of , belonging to Hapu, has had acres, being [*Description of papakainga land*], allocated to him [her] as a papakainga, under the provisions of the Maori Lands Administration Act, and that a papakainga certificate is in course of preparation, and will be issued to the said on completion of the necessary survey (if any).

Given under the seal of the District Maori Land Council, at , this day of , 19 .

....., President.

[The common seal.]

Form J.

TENDER FOR LEASE.

In the matter of "The Maori Lands Administration Act, 1900."

To the President, District Maori Land Council.

I, of , , do hereby tender for a lease of Block, as notified by an advertisement published on the day of , 19 , in the newspaper, in accordance with the said advertisement and the conditions and provisions of the above Act, and of the regulations made thereunder, at a rental of £ per annum, to be computed from the date when I am declared the lessee of such land. I enclose a statutory declaration as required by section 26 of the above-mentioned Act, the sum of £ , being six months' rent at the rate tendered, the sum of £3 3s. to pay for the lease, and the sum of shillings for stamp duty and registration. Should I be declared the lessee, I undertake to sign a lease in triplicate, in accordance with the said advertisement and the conditions and provisions of the above-mentioned Act and regulations, within thirty days after being required so to do by registered letter addressed to me at the address given in this tender.

Dated this day of , 19 .

Christian name and surname in full :
Occupation :
Residence :
Post town :

Form K.

STATUTORY DECLARATION TO ACCOMPANY APPLICATION FROM PERSON DESIROUS TO BECOME PURCHASER, TRANSFEREE, OR SUB-LESSEE OF A LEASE.

I, A.B., of [*Insert place of abode and occupation*], do solemnly and sincerely declare,—

1. That I am of the age of seventeen years and upwards.

2. That I am the person who, subject to the provisions of "The Maori Lands Administration Act, 1900," am tendering for the purchase [*or* is desirous of becoming the transferee *or* sub-lessee] of a lease [*Here specify land*].

3. That I am purchasing such lease solely for my own use and benefit, and for the purposes of cultivation, and not, directly or indirectly, for the use and benefit of any other person whomsoever.

4. That, including the lands now applied for, I am not the owner, tenant, or occupier, directly or indirectly, either by myself or jointly with any other person or persons, of any lands anywhere in the colony exceeding in the whole 640 acres of first-class land or 2,000 acres of second-class land.

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

Declared at , this day of , 19 , before me— , Justice of the Peace.

Form L.

NOTICE OF ACCEPTANCE OF TENDER FOR LEASE.

To , of .

YOU are hereby notified that your tender for a lease of Block , as described in an advertisement published in the newspaper of the day of , 19 , has been accepted, and you have been declared the lessee thereof; and you are required, within thirty days from the posting of this notice, to execute a lease, in triplicate, of the above-mentioned land.

The lease, in triplicate, has been forwarded to , of , for your execution, and the stamp duty can be paid to him.

..... , President.
..... , } Members of
..... , } Council.

Dated this day of , 19 .

Form M.

(Register-book, Vol. , folio .)

FORM OF LEASE UNDER "THE MAORI LAND ADMINISTRATION ACT, 1900," OTHER THAN UNDER SECTION 30 OF THAT ACT.

WHEREAS the Council (who, unless the context requires a different construction, is with its successors and assigns hereinafter referred to as "the lessor") is the statutory owner in fee-simple of all that piece of land situated in the , containing (*a*) , be the same a little more or less (*b*) : And whereas , of , has, under "The Maori Land Administration Act, 1900," become entitled to a lease of the said land at the rent and under the covenants, conditions, and provisions hereinafter contained, expressed, or implied: Now, the lessor hereby leases to the said all the said land, excepting and always reserving out of this demise unto the lessor all mines, metals, minerals, coal, lignite, slate, or freestone in or upon or under the land hereby demised, with power to work, win, use, possess, sell, and dispose of the same, or any part thereof respectively, except such as may be required by the lessee for the lessee's own use but not for sale or disposal; with power also to the lessor to make roads through the demised lands, and for such purposes or any of them to erect or build houses and other convenient buildings thereon on paying compensation for damage done to the surface only, the amount of such compensation in case of disagreement to be ascertained and determined by arbitration; to be held by him, the said , as tenant for the term of years, computed from the day of , one thousand nine hundred , 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 having been made on the day of , one thousand nine hundred ; subject to the provisions of "The Maori Land Administration Act, 1900," and to the following covenants, conditions, and restrictions :—

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 hereinbefore 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."

*[(7.) Not sooner than twelve months and not later than three months before the end of the term hereby created, a valuation shall be made by arbitration, or in such other manner as may be agreed upon between the parties, of the value of the land then included in this lease, and also a valuation of all substantial improvements of a permanent character made by the lessee during the term hereby created and then in existence on the land hereby demised. Not later than two months before the expiry of the said term hereby created, the lessor shall offer a fresh lease of the said land for a term of twenty-one years from the expiration of the then term at an upset rental equal to £5 per centum on the gross value of the land, after deducting therefrom the value of the substantial improvements of a permanent character as fixed respectively by the valuation aforesaid.

(*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.

* Covenant (7) to be omitted in leases not subject to provisions as to renewal.

If any person other than the outgoing tenant be the successful tenderer, he shall within seven days after the day fixed for the opening of the tenders pay over to the Council (or to the outgoing tenant) upon his letting the new tenant into quiet possession of the land to be leased, the amount of the value of such improvements: Provided always, and it is hereby expressly agreed and declared, that the lessee or any person or persons claiming under him shall have no claim for compensation for or on account of any improvement against the Council [against the lessor], nor shall the Council [the lessor] be bound or liable to pay the value of any such improvements or any part thereof to the lessee or any person or persons claiming under him.]

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 Maori Lands Administration Act, 1900," which are applicable to leases granted under 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 thereof made herein. And it is agreed and declared between and by the parties hereto that for the purposes of this lease the term "cultivation," where used, shall include drainage, the felling of bush, or the clearing of land for cropping, or clearing and ploughing for and laying down with artificial grasses; and the terms "improvements," "substantial improvements," and "substantial improvements of a permanent character," where so used, mean and include reclamation from swamps, clearing of bush, gorse, broom, sweetbriar, or scrub, cultivation, planting with trees or live hedges, the laying-out and cultivating of gardens, fencing, draining, making roads, sinking wells or water-tanks, constructing water-races, sheep-dips, making embankments or protective works of any kind, in any way improving the character and fertility of the soil, or the erection of any building; and this lease shall be read and construed accordingly: Provided always that, if the rent hereby reserved shall be in arrear and unpaid for the space of sixty 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, and the same shall continue for the period of sixty days, 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, repossess, 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.

And the lessee hereby accepts this lease to be held by the lessee as tenant subject to the covenants, conditions, and restrictions above set forth, expressed, or implied: 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.

Dated this day of , one thousand nine hundred and .

The seal of the District Maori Land Council was affixed hereto and this lease executed by the President and two members of the said Council in the presence of } ....., President. ....., ..., } Members of Council.

Signed by the above-named , the , in the presence of } A. B. (the lessee).

[NOTE.—If the lessee shall be bound to any special covenant, condition, or provision by the advertisement and tender, such special covenant, condition, and provision shall be inserted in the lease.]

Form N.

DECLARATION BY AN APPRAISER BEFORE ENTERING INTO CONSIDERATION OF ANY MATTER REFERRED TO HIM.

I, A. B., do declare that I have no interest, either directly or indirectly, in the matter of [*Here state*], and that I will faithfully and honestly, and to the best of my skill and ability, make the appraisement and valuation required under the provisions of "The Maori Lands Administration Act, 1900."

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

B

Form O.

CONSENT OF COUNCIL, TO BE INDORSED ON A LEASE.

"The Maori Lands Administration Act, 1900."

UPON investigation and inquiry into the terms and conditions of the within-written lease, and being satisfied therewith, the consent of the District Maori Land Council is hereby given to the said lease.

Given under the seal of the Council, at , this day of , 19 .

Form P.

LICENSE TO ACQUIRE MAORI LAND.

"The Maori Lands Administration Act, 1900."

THE District Maori Land Council, having received the declaration of , of , deposited with the Council under the provisions of section 26 of "The Maori Lands Administration Act, 1900," and being satisfied thereon, does hereby permit the said to acquire, by way of , all that piece or parcel of land [*Here insert description*].

In witness whereof the common seal of the District Maori Land Council has been hereunto affixed at a meeting of the said Council held at , on day, the day of , 19 .

....., President.
.....,
.....,} Members of Council.

SCALE OF FEES TO BE CHARGED BY THE COUNCIL.

	£	s.	d.
For preparation and issue of papakainga certificate in triplicate	1	0	0
For notice of allocation of papakainga	0	2	6
Affixing seal of Council to any document or deed other than papakainga certificate or notice of allotment	0	10	0
Order incorporating Maori owners under section 30	1	0	0
Filing application under section 20	1	0	0
Registration-fee on notice under subsection (7) of section 20	0	10	0
Order on partition	0	10	0
Order granting succession	0	5	0
Order setting up and electing Papatupu Committee	1	0	0
Order confirming report of papatupu block appeal	1	0	0
Filing claim to papatupu land	0	5	0
Consent to a lease other than one granted by the Council	1	0	0
Fee on issue of license to person to acquire Maori land	0	10	0

J. F. ANDREWS,
Acting-Clerk of the Executive Council.

Defining Names and Boundaries of Districts under "The Maori Lands Administration Act, 1900."

RANFURLY, Governor.

ORDER IN COUNCIL.

At the Government House, at Wellington, this twenty-sixth day of December, 1900.

Present:
HIS EXCELLENCY THE GOVERNOR IN COUNCIL.

WHEREAS, by the fifth section of "The Maori Lands Administration Act, 1900" (hereinafter called "the said Act"), it is enacted that, for the purposes of the said Act, there shall be within the North Island of New Zealand not less than six Maori land districts, the boundaries and names of such districts to be defined by the Governor in Council, the same to be gazetted and published in the *Kahiti*, and on such publication the said Act shall be in full force in such district so proclaimed:

Now, therefore, His Excellency the Governor of the Colony of New Zealand, in pursuance and exercise of the powers and authorities conferred by the said section, and by and with the advice and consent of the Executive Council of the said colony, doth hereby define the boundaries and names of districts as set out in the Schedule hereto accordingly.

SCHEDULE.

TOKERAU.

ALL that area in the Colony of New Zealand bounded towards the north-east generally by the sea from North Cape to Tamaki River; thence towards the south-east by the Tamaki River and Otahuhu Creek to Portage Road; thence towards the south by the said Portage Road to Manukau Harbour; thence by the said Manukau Harbour to the sea; thence towards the south-west generally by the sea to Cape Maria Van Diemen; and towards the north by the sea to North Cape, the place of commencement: including Great Barrier Island and the islands adjacent to the coast-line between Whangarei Harbour and North Cape.

WAIARIKI.

All that area in the Colony of New Zealand bounded towards the north by the Bay of Plenty from Wairakei to the northern boundary-line of the Whangaparaoa No. 2 Block; thence towards the north-east by the north-eastern boundary-lines of the said Whangaparaoa No. 2 Block to its easternmost corner; thence towards the south-east generally by the south-eastern boundary-line of the Whangaparaoa No. 2 Block aforesaid to the Ahomatariki Block; thence by the said Ahomatariki Block, the Wairongomai Block, the Raparapaririki No. 3 Block, the Ahiaparua Block, the Mangaparahi Block, and the Honokawa Blocks Nos. 2 and 3 to the southernmost corner of Te Kumi No. 1 Block; thence by the boundary-line between the Land Districts of Auckland and Hawke's Bay as described in *Gazette* No. 30, 28th April, 1898, to the northernmost corner of the Maungataniwha Block (No. 4708), Mangahopai Survey District; thence towards the south-west by a right line to the Rangitaiki River at the northernmost corner of the Runanga No. 1B Block; thence by a right line to the confluence of the Torepatutahi Stream with the Waikato River; thence by the right bank of the said Waikato River to the confluence of the Kopakorahi Stream with the said Waikato River; and thence towards the north-west generally by the Waikato District hereinbefore described: including Motiti Island.

TAI-RAWHITI.

All that area in the Colony of New Zealand bounded towards the north-east by the sea from Potiki Rua to East Cape; thence towards the south-east and south by the sea to the mouth of the Waikare River in Hawke's Bay; thence towards the south-west by a right line to the northernmost corner of the Maungataniwha Block (No. 4708); and thence towards the north-west by the Waiariki District hereinbefore described to Potiki Rua aforesaid, the place of commencement: including East Island.

AOTEA.

All that area in the Colony of New Zealand bounded towards the north and north-east by the Maniapoto-Tuwharetoa District hereinbefore described from Parininihi to where the Taruarau River is crossed by a right line drawn from the intersection of the 39th parallel of south latitude and longitude 176° 30′ E. to Trig. Station No. 9A (Otupae); thence by the said Taruarau River and the Ngaruroro River to the confluence of the latter river with the Omahiki Stream; thence towards the south-east by a right line over the highest peak at the northernmost source of the Makaroro Stream to the Ruahine Range; thence by the summit of the said Ruahine Range, the summit of the Tararua Range and the Rimutaka Range, and the summit of the watershed east of the Orongorongo River to Cape Turakirae; thence towards the south by the sea to Cape Terawhiti; and thence towards the west generally by the sea to Parininihi aforesaid, the place of commencement.

TE-IKAROA.

All that area in the Colony of New Zealand bounded towards the north-east by the Waiariki District hereinbefore described from the northern corner of Runanga No. 1B Block to the northernmost corner of Maungataniwha Block; thence by the Tai-Rawhiti District hereinbefore described to the mouth of the Waikare River in Hawke's Bay; thence towards the south-east by the sea to Cape Palliser; thence towards the south-west by the sea to Cape Turakirae; and thence towards the north-west by the Aotea District hereinbefore described and the Maniapoto-Tuwharetoa District hereinbefore described to the northernmost corner of Runanga No. 1B Block aforesaid, the place of commencement.

J. F. ANDREWS,
Acting-Clerk of the Executive Council.

Returning Officers appointed for the Maori Land Districts under "The Maori Lands Administration Act, 1900."

RANFURLY, Governor.

IN pursuance of the powers vested in me by "The Maori Lands Administration Act, 1900," and the regulations made thereunder, I, Uchter John Mark, Earl of Ranfurly, the Governor of the Colony of New Zealand, do hereby appoint the following persons to be Returning Officers for the Maori land districts hereinafter mentioned:—

For the Tokerau Maori Land District:
Christopher Freke Maxwell.

For the Waiariki Maori Land District:
Richard John Gill.

For the Tai-Rawhiti Maori Land District:
John Brooking.

For the Te-Ikaroa Maori Land District:
Lawrence Marshall Grace.

For the Aotea Maori Land District:
James Brooks Hackworth.

As witness the hand of His Excellency the Governor, this twenty-sixth day of December, one thousand nine hundred.

J. CARROLL,
Minister of Native Affairs.

Polling-places appointed, Maori Land Districts.

RANFURLY, Governor.

IN pursuance of the powers vested in me by subsection three of section four of the regulations made under "The Maori Lands Administration Act, 1900," I, Uchter John Mark, Earl of Ranfurly, the Governor of the Colony of New Zealand, do hereby appoint the places mentioned in the Schedule hereto to be polling-places for the Maori land districts therein specified.

SCHEDULE.

Tokerau Maori Land District—
Peria, Oruru Valley—Schoolhouse.
Pamapuria, Victoria Valley—Schoolhouse.
Ahipara—Courthouse.
Awanui—Schoolhouse.
Paua-Parengarenga—Mr. Yates's Gum-store.
Te Kao—Schoolhouse.
Te Ngaere—Schoolhouse.
Kororareka—Courthouse.
Kawakawa—Courthouse.
Waimate—Courthouse.
Waikare—Schoolhouse.
Waihou—Schoolhouse.
Whakarapa—Schoolhouse.
Mangamuka—Schoolhouse.
Hokianga—Courthouse, Herd's Point.
Kawerua—Mr. Jarvie's Gum-store.
Mangakahia—Schoolhouse.
Waima—Schoolhouse.
Pakia—Schoolhouse.
Otaua—Schoolhouse.
Whangaroa—Courthouse.
Whangaruru—Hiri Wehiwehi's House.
Taiharuru—Schoolhouse.
Kaikohe—Schoolhouse.
Makarau—Barlow's House.
Reweti—Runanga House.
Shelly Beach—Runanga House.
Whakahara—Mr. Clark's Gum-store.
Pouto, North Head (Kaipara)—Schoolhouse.
Otamatea (Kaipara)—Schoolhouse.
Maunganui Bluff—Netana Patuawa's House, Maropiu.
Whangarei—Courthouse.
Poroti—Schoolhouse.
Whangape—Residence of Mr. D. J. McMath.
Kaihu—Courthouse.
Warkworth—Courthouse.
Lucas Creek—Schoolhouse.
Auckland—Native Land Court Office.
Hohoura—Mr. Evans's Store.
Manukau—Maori Store.
Taupo—Native House.
Waikiekie—Public Hall.
Hukerenui South—Schoolhouse.
Kaeo (Whangaroa)—Schoolhouse.

Aotea Maori Land District—
Urenui—Tahana Kaawhe's House.
Waitara—Courthouse.
Tarata—Hiroa's House.
New Plymouth—Courthouse.
Rahotu—Public Hall.
Puniho—Taiawhio's House.
Pihama—Schoolhouse.
Otakeho—Schoolhouse.
Waiokura—Runanga House.
Mawhitiwhiti—Schoolhouse.
Taiporohenui—Runanga House.
Manutahi—Runanga House.
Pariroa—Runanga House.
Whenuakura—Runanga House.
Te Puau, Oakura—Runanga House.
Kaipo, Waitotara—Runanga House.
Kai-iwi, Whanganui—Runanga House.
Whanganui—Courthouse.
Kuaomoa, Raorikia—Runanga House.
Parikino—Runanga House.
Koriniti—Runanga House.
Ranana—Mr. Marshall's House
Hiruharama—Schoolhouse.
Pipiriki—Mr. Manson's Store

Utapu—Runanga House.
Tawata—Runanga House.
Raetihi—Courthouse.
Kauangaroa, Whangaehu—Runanga House.
Whangaehu—Runanga House.
Ngatokorua, Murimotu—Runanga House.
Parapara, Field's Track—Runanga House.
Opaea-Korakonui, Moawhango—Runanga House.
Rakaetapauma—Runanga House.
Parewanui—Runanga House.
Pourewa, Rangitikei—Runanga House.
Otairi, Rangitikei—Runanga House.
Turakina—Courthouse.
Te Reureu—Runanga House.
Kakariki—Runanga House.
Awahuri—Runanga House.
Oroua Bridge—Runanga House.
Foxton—Courthouse.
Shannon—Schoolhouse.
Porotawhao—Runanga House.
Horowhenua—Runanga House.
Ohau—Runanga House.
Otaki—Courthouse.
Waikanae—Runanga House.
Porirua—Ferry Schoolhouse.
Lower Hutt—Courthouse.

Waiariki Maori Land District—
Raukokore—Schoolhouse.
Te Kaha—Schoolhouse.
Omaio—Schoolhouse.
Maraenui—Te Waaka's House.
Torere—Schoolhouse.
Omarumutu—Schoolhouse.
Opotiki—Courthouse.
Ohiwa—Schoolhouse.
Whakatane—Schoolhouse.
Te Teko—Schoolhouse.
Poroporo—Schoolhouse.
Ruatoki—Schoolhouse.
Te Waimana—Schoolhouse.
Ruatahuna—Matatua Runanga House.
Maungapohatu—Hetaraka te Whakaunua's House.
Fort Galatea—Schoolhouse.
Te Houhi, near Galatea—Schoolhouse.
Te Whaiti—Schoolhouse.
Matata—Schoolhouse.
Maketu—Courthouse.
Horohoro—Te Kipihana's House.
Motiti Island—Runanga House.
Te Maitai—Schoolhouse.
Mourea—Hapata's House.
Te Ruato—Anaha te Rahui's House.
Rotorua—Courthouse.
Te Ngae—Schoolhouse.
Te Awahou—Runanga House.
Mokoia—Hemi Kokiri's House.
Waiotapu—Schoolhouse.
Tarukenga—Runanga House.

Tai-Rawhiti Maori Land District—
Mohaka—Rev. Hoani te Wainohu's House.
Wairoa—Courthouse.
Te Reinga—Hori Niania's House.
Ramoto—Rev. Tamihana Huata's House.
Waikaremoana Lake—Kokaka Schoolhouse.
Whakaki—Hori te Roi's House.
Nuhaka—Schoolhouse.
Te Mahia—Mr. Ormond's Woolshed.
Muriwai—Schoolhouse.
Gisborne—Courthouse.
Whakato—Schoolhouse.
Ormond—Schoolhouse.
Whatatutu—Public Hall.
Whangara—Hapi Hinaki's House.
Tologa Bay—Courthouse.
Anaura—Mr. Ormond's Woolshed.
Tokomaru—Schoolhouse.
Tuparoa—Schoolhouse.
Hiruharama—Schoolhouse.
Waipiro—Schoolhouse.
Waiomatatini—Schoolhouse.
Tikitiki—Schoolhouse.
Rangitukia—Schoolhouse.
Kawakawa—Schoolhouse.
Hicks Bay—Schoolhouse.

Te Ikaroa Maori Land District—
Greytown—Courthouse.
Martinborough—Schoolhouse.
Masterton—Courthouse.
Kaihoata—F. W. Hale's House.
Mataikona—Hami te Potangaroa's House.
Te Kohunui—Piripi te Maari's House.
Hamua—Nireaha Tamaki's House.
Porangahau—Paora Ropiha's House.
Tahoraiti—Manahi Paewai's House.
Takapau—Anaru Tuhua's House.
Waipawa—Courthouse.
Te Hauke—Ekengarangi's House.
Tikokino, Hampden—Te Hira's House.
Hastings—Courthouse.
Waimarama—Mr. G. P. Donnelly's Woolshed.
Kairakau—Hone Rangikangaiho's House.
Pakowhai—Schoolhouse.
Omahu—Renata's House.
Napier—Courthouse.
Petane—Henare Pangopango's House.
Maraekakaho—Mr. McLean's Woolshed.
Te Haroto—Aneta Kingita's House.

As witness the hand of His Excellency the Governor, this twenty-sixth day of December, one thousand nine hundred.

J. CARROLL.

Regulations under "The Maori Councils Act, 1900."

RANFURLY, Governor.

IN pursuance and exercise of the powers and authorities conferred upon me by "The Maori Councils Act, 1900," I, Uchter John Mark, Earl of Ranfurly, the Governor of the Colony of New Zealand, do hereby make and prescribe, for the purposes of the said Act, the rules and regulations set out in the Schedule hereto; and I do hereby further order and declare that such rules and regulations shall take effect on and after the day of the date hereof.

SCHEDULE.

REGULATIONS.

1. IN these regulations, if not inconsistent with the context, the expressions following shall have the meanings attached thereto:—
"The said Act" means "The Maori Councils Act, 1900."
"Council" means the Maori Council incorporated under "The Maori Councils Act, 1900."
"District" means a Maori district proclaimed under the said Act.
"Returning Officer" means the Returning Officer appointed under the said Act.
"Village Committee" means the Village Committee appointed by the Council under the provisions of the said Act.

Election of Members of Council.

2. The public notification referred to in section 4 of the said Act may be in the Form A in the Schedule hereto, or as near as may be thereto.

3. The public notice referred to in section 7 of the said Act may be in the Form B in the Schedule hereto, or as near as may be thereto.

Village Committees.

4. The Maori inhabitants of a Maori kainga, village, or pa may petition the Council to appoint a Village Committee (*Komiti Marae*) for such kainga, village, or pa.

5. Such petition shall be in writing, addressed to the Chairman of the Council, and may be in Form C in the Schedule hereto, or to the same effect.

6. The Council may thereupon proceed to appoint the committee in manner following:—
(*a.*) The Chairman, or such member of the Council as he may appoint as his deputy, shall proceed to such kainga, village, or pa, and summon a meeting of the inhabitants thereof.
(*b.*) In such meeting the Chairman or his deputy shall first read the petition, and ask the inhabitants present to nominate members for the Village Committee.
(*c.*) He shall then, with due regard to the wishes of the inhabitants, select the requisite number of Maoris from among them to be members to constitute the Village Committee for such kainga, village, or pa.
(*d.*) He shall report the names of such persons to the Council.
(*e.*) The Council as soon as may be thereafter may consider such report, and confirm the same.
(*f.*) Upon confirmation, the Chairman shall immediately notify the Native Minister, who shall publish the names of the members of the Village Committee in the *Kahiti*. The Chairman shall also notify the persons appointed of their appointments.

7. The Council may of its own motion appoint from among the Maoris of any kainga, village, or pa, a Village Committee in such manner as it may deem fit.

8. The following rules shall apply to meetings of the Village Committee:—

(*a.*) The first meeting shall be convened by the Council, and all subsequent meetings by the chairman of the committee in such manner as he shall think best: Provided that a member of the committee may at any time require the chairman to summon a meeting.

(*b.*) At the first meeting the committee shall elect one of its members to be chairman.

(*c.*) The quorum shall consist of half the whole number of members when that number is even, and of a majority when that number is odd.

(*d.*) The chairman shall, when present, preside at all meetings of the committee, and in his absence the members present shall elect some member present to be the chairman of the meeting.

(*e.*) Every question coming before the committee shall be decided by open voting and by the majority present, and in case of an equality of votes the chairman, or member acting as chairman, shall have a second or casting vote.

(*f.*) The chairman shall cause minutes of the proceedings of the committee to be kept in a book, in which shall be entered the names of the members attending each meeting, and every resolution, order, or proceeding of the committee.

(*g.*) The minutes of proceedings of each meeting shall be read aloud at the subsequent meeting, and, if approved by the committee, the chairman shall sign the same in the presence of the committee, and shall insert the date of his making his signature.

9. No person who is a member of a Council shall be a member of a Village Committee; but an Advisory Counsellor may be a member of such committee.

10. Any member of the committee may resign his position by writing to the chairman, or verbally at a meeting of the Council.

11. The members of a committee shall hold office for one year (unless the committee be sooner dissolved).

12. The Council may at any time, if it think fit, dissolve any committee, and appoint a new committee in its place.

13. The Council may, if it think fit, remove any member of a committee, and appoint another Maori of the same kainga, village, or pa in his place.

14. The Council may fill any vacancy that may occur on the committee: Provided that any person appointed to fill a vacancy shall hold office only for the unexpired period of the term of the committee.

15. Until a vacancy be filled the committee shall continue, provided that the number of its members shall not be reduced to less than two.

16. Subject to these regulations, the committee may regulate its own procedure.

17. The Council may vary, alter, or amend all or any of the foregoing regulations in respect of Village Committees, or may from time to time make other regulations in respect thereof, to suit the circumstances of each Maori district: Provided that any amendment or new regulation shall be first submitted for the approval of the Governor.

SCHEDULE.

Form A.

NOTICE OF NOMINATION OF MEMBERS.

"The Maori Councils Act, 1900."

To the electors of Maori District.

TAKE notice that on , the day of , 19 , between the hours of 10 in the morning and 4 in the afternoon, at , the election of members for the Council of the Maori District will be held. I, the undersigned, will be in attendance at aforesaid on the day and between the hours before mentioned, to receive nominations of Maoris qualified to be members of the Council for the said district. Each elector may nominate not more than members. Each nomination may be verbal or in writing, delivered personally by the elector to me. If in writing, it shall be in the following form:—

"I, , of [*Insert residence, and name of hapu*], do hereby nominate

[*Names of Maoris nominated, not being more than*]

to be members of the Maori Council of the Maori District.

"(Signed) .....

"Witness—

.....

Returning Officer."

The attention of electors is drawn to the following instructions:—

(*a.*) Every Maori of the age of twenty-one years and upwards residing within the district has a right to nominate.

(*b.*) Every Maori who has a right to nominate is qualified to be a member of the Council.

(*c.*) Each elector may nominate any number, not being more than , of duly qualified Maoris to be members of the Council.

(*d.*) Each elector desiring to nominate must appear before me in person and declare his nomination, either verbally or in writing, as aforesaid.

Dated the day of , 19 , at .

.....,

Returning Officer for the Maori District.

Form B.

DECLARATION OF POLL.

"The Maori Councils Act, 1900."

IN pursuance of section 7 of "The Maori Councils Act, 1900," I do hereby declare that at the election of members for the Maori Council of Maori District, held at , on the day of , 19 , the following Maoris were nominated to be members of such Council, and that they received the number of nominations set opposite their names respectively—namely:—

Name of Candidate.	Number of Nominations received.

And I do further declare that

.....
.....
.....
.....
.....

having received the greater number of nominations, are duly elected to be members of, and they shall constitute, the Maori Council of the said district.

Given under my hand, at , this day of , 19 .

.....,

Returning Officer for the Maori District.

Form C.

PETITION BY INHABITANTS OF A KAINGA FOR APPOINTMEN OF A VILLAGE COMMITTEE.

"The Maori Councils Act, 1900."

To H. K.,
Chairman of the Maori Council,
Maori District.

WE, being inhabitants of , a Maori kainga, desire the Council to appoint a Village Committee for the said kainga.

Dated the day of , 19 .

[*Signatures.*]

[*Witness.*]

As witness the hand of His Excellency the Governor, this twenty-sixth day of December, one thousand nine hundred.

J. CARROLL,
Minister of Native Affairs.

Defining Districts under "The Maori Councils Act, 1900."

(L.S.) RANFURLY, Governor.

A PROCLAMATION.

WHEREAS by section three of "The Maori Councils Act, 1900," it is provided that the Governor may proclaim any district a Maori district for the purpose of the said Act: And whereas by section four of the said Act it is further provided that the Governor may in such Proclamation appoint a Stipendiary Magistrate or Government agent to be Returning Officer for each of such districts: And whereas by section six of the said Act it is further provided that the number of members to be elected for the Maori Council of each such district shall be fixed by the Governor on the establishment of such district:—

Now, therefore, I, Uchter John Mark, Earl of Ranfurly, Governor of the Colony of New Zealand, do hereby, in pursuance of the powers conferred upon me by the hereinbefore-

recited sections of "The Maori Councils Act, 1900," proclaim the districts set forth in the First Schedule hereto to be Maori districts for the purpose of the said Act: and I appoint the persons whose names are set forth in the first column of the Second Schedule hereto to be Returning Officers for the districts set forth in the second column of the said Second Schedule against the names of such persons respectively; and I moreover fix the numbers set forth in the third column of the said Second Schedule against the names of the said districts respectively to be the numbers of members to be elected for the Maori Council of such districts respectively.

FIRST SCHEDULE.

MANGONUI DISTRICT.

BOUNDED towards the north-east generally by the ocean from North Cape to the mouth of the Wairakau River, Pekapeka Bay, Whangaroa Harbour: thence towards the south-east generally by that river, Sections Nos. 18 and 17, Block VI., Whangaroa Survey District, and the northern boundary-line of the last-mentioned section produced to the north-eastern corner of Mangataraire Block; thence by the eastern and southern boundary-lines of that block, and the southern and western boundary-lines of Section No. 10, Block XI., Mangonui Survey District, to the north-western corner of that section; thence by a right line to the south-eastern corner of Section No. 4, Block VII., Mangonui Survey District; thence by the southern boundary-line of that section to Stony or Patupukapuka Stream; thence by the said Stony Stream, the eastern and south-eastern boundary-lines of Section No. 103, Totara Parish, and by Kohumaru Parish to the Wainui River; thence by a line along the middle of that river to a point in line with the southern boundary-line of Section No. 37, Block VII., Maungataniwha Survey District; thence by a right line to and by that boundary-line and by the southern boundary-lines of Maungataniwha East and Maungataniwha Parishes to a point on the boundary of the latter parish nearest to Trig. Station Raetea No. 43; thence by a right line to that trig. station; thence by a right line to the mouth of the Mohiroa River, in Herekino Harbour, and by that harbour: and towards the south-west and north by the ocean to the place of commencement: including the adjacent islands.

HOKIANGA DISTRICT.

Bounded towards the north-west generally by the Mangonui District from the Harbour of Herekino to the Manginangina Block: thence towards the north-east generally by the said Manginangina Block to the Waipapa Stream, and by a line along the middle of that stream and by the Waitaroto and the Okaihau No. 2 Blocks to the Waiharakeke River; thence by the north-eastern and southern boundaries of the Whataipu Block and the eastern boundaries of the Maungataraire, Pukewharariki, Rakauwahi, and Punakitere Blocks to the Punakitere River, by a line along the middle of that river to the Mangakahia Road, and by that road to its intersection by a line from Trig. Station No. 18, on Tarai-o-Rahiri, to Trig. Station No. 43, on Tutamoe: thence towards the south-east by the aforesaid line from Tarai-o-Rahiri to Tutamoe: thence towards the south by a right line to Trig. Station No. 119, on Maunganui Bluff, and the production of the same to the ocean: and towards the south-west by the ocean and Herekino Harbour aforesaid to the place of commencement: including the adjacent islands.

TOKERAU DISTRICT.

Bounded towards the north-west generally by the Mangonui District hereinbefore described from the Wainui Stream to the ocean: thence towards the north-east generally by the ocean to Helena Bay: thence towards the south-east generally by the Opuawhanga No. 4 Block to its north-western corner; thence by a right line to Trig. Station No. 18, on Tarai-o-Rahiri; thence by a right line in the direction of Trig. Station No. 43, on Tutamoe, to the intersection of the west side of the Mangakahia and Bay of Islands Road: and thence towards the south-west generally by the Hokianga District hereinbefore described to the place of commencement: including the adjacent islands.

WHANGAREI DISTRICT.

Bounded towards the north-west by the Tokerau District hereinbefore described from Trig. Station No. 18, on Tarai-o-Rahiri, to the ocean: towards the east generally by the ocean to the north-eastern corner of Section No. 91, Parish of Waipu, Mangawai Survey District, at Bream Tail: thence towards the south and south-west generally by the south-eastern boundary-line of that section to its south-eastern corner; hence by a right line to the Kapawhiti Range at a point where the road from Mangawhai to McKenzie's Cove crosses it; thence by the summit of the Kapawhiti Range aforesaid to its intersection by a line due north from the northernmost corner of the Marunui Block; thence by that line to the Marunui Block aforesaid, and by that block to the Piroa Stream at the northern boundary of the Parish of Kaiwaka, Waipu Survey District; thence by a line along the middle of that stream to a point opposite to the southernmost corner of Section No. 136, Parish of Wairau (said stream forming the northern boundary of the said Parish of Kaiwaka and part of the north-eastern boundary of the said Parish of Wairau); thence to and by the said Section No. 136 to the Great North Road; thence across and by that road to a point in line with the north-western boundary of Section No. 105, Parish of Wairau aforesaid; thence by the Mareretu Parish to the Mangonui River; thence by a line along the middle of that river to the Tauraroa River: towards the north-west and again towards the south-west by a line along the middle of the said Tauraroa River to a point in line with the south-western boundary of Section No. 18, Parish of Maungakaramea; thence to and by the south-western boundary-line of that section and of Section No. 24, and by Sections Nos. 1, 2, 10, 11, 18, 17, and 16, Block III., Tangihua Survey District, to the southernmost corner of Section No. 7, Block I., said survey district; thence by the south-western boundary-line of the last-mentioned section to its south-western corner; thence by a right line in the direction of the confluence of the Wairoa River with the Okoha Stream as far as the summit of the Tangihua Range; thence by that summit to Trig. Station No. 41; and thence by a right line to Trig. Station No. 18, on Tarai-o-Rahiri aforesaid, the place of commencement: including the adjacent islands.

WAIROA DISTRICT.

Bounded towards the north and north-west by the Hokianga and Tokerau Districts hereinbefore described from the ocean to Trig. Station No. 18 on Tarai-o-Rahiri: thence towards the north-east generally by the Whangarei District hereinbefore described to the northernmost corner of Omaru Parish: thence towards the south-east generally by the Omaru and Tokatoka Parishes to the Wairoa River; thence by a right line across that river and by its right bank to the northernmost corner of Te Kuri Parish, and thence by that parish to the ocean: and towards the south-west by the ocean to the place of commencement.

NGATI-WHATUA DISTRICT.

Bounded towards the north-west generally by the Wairoa District hereinbefore described from the ocean to the Mangonui River: thence towards the north-east generally by the Whangarei District hereinbefore described to the ocean at Bream Tail: thence towards the east generally by the ocean to Tamaki Bridge at Panmure: thence towards the south-east generally by a right line to St. Ann's Bridge on the Great South Road; thence by the waters of Manukau Harbour to Manukau Heads: and thence towards the south-west by the ocean to the place of commencement: including Great Barrier Island.

TE ARAWA DISTRICT.

Bounded towards the north-east by the ocean from Wairakei, near Trig. Station No. 161, to the mouth of the Rangitaiki River; thence by that river to the eastern corner of the Matata Township: thence towards the east generally by the eastern boundary of that township to its southernmost corner; thence by a right line to Trig. Station No. 16, Putauaki (Mount Edgecombe); thence by a right line running in the direction of Trig. Station No. 74, Ngapuketurua, to the Rangitaiki River: thence towards the south generally by a right line to the confluence of the Waikato River with the Waiotapu Stream; thence by the Waikato River to its confluence with the Whangapoa Stream: thence towards the west generally by a right line to Trig. Station No. 39, Horohoro; thence by a right line to Trig. Station No. 27, Puwhenua; thence by a right line to the ocean at Wairakei, near Trig. Station No. 161, the place of commencement: including Motiti Island.

MATATUA DISTRICT.

Bounded towards the north generally by the ocean from the mouth of the Rangitaiki River to the northernmost corner of Opape Native Reserve No. 1 (5570A): thence towards the east generally by the Horouta District, hereinafter described, to the Motu River; thence by a right line to Trig. Station, Maungatapere; thence by a right line to the confluence of the Ruakituri River with the Mangarewarewa Stream: thence towards the south-east by a right line in the direction of Runanga as far as the Taupo–Napier Road: and thence towards the west generally by a right-line to Trig. Station No. 74, Ngapuketurua; thence by a right line to Trig. Station No. 16, Putauaki (Mount Edgecombe); thence by a right line to the southernmost corner of Matata Township; and thence by that township and the Rangitaiki River to the place of commencement.

Horouta District.

Bounded towards the north-west and north generally by the ocean from the northernmost corner of Opape Native Reserve No. 1 (5570A), near Tarakeha, to East Cape: thence towards the east generally by the ocean to a line drawn from the confluence of the Motu River with the Whahunga Stream over Trig. Station No. 184, Tawhiti, to the sea-coast: thence towards the south generally by that line to the said confluence of the Motu River with the Whahunga Stream: thence again towards the south-east by the Motu River to the Opotiki–Ormond Road: thence towards the south-west generally by that road to the southern boundary-line of the Waioeka Parish; thence by the said Waioeka Parish and the Opape Native Reserves to the place of commencement: including adjacent islands.

Takitimu District.

Bounded towards the north by the Horouta District, hereinbefore described, from the confluence of the Motu River with the Whahunga Stream to the ocean: thence towards the east generally by the ocean to the northern boundary of Paritu No. 4 Block: thence towards the south generally by a right line to the confluence of the Hangaroa River with the Ruakituri River; and thence by the said Ruakituri River to its confluence with the Mangarewarewa Stream: and thence towards the west generally by the Matatua and Horouta Districts, hereinbefore described, to the place of commencement.

Kahungunu District.

Bounded towards the north-east generally by the Takitimu District, hereinbefore described, from the confluence of the Ruakituri River with the Mangarewarewa Stream to the ocean; thence towards the east by the ocean; thence towards the south generally by Hawke Bay to the mouth of the Waikare River; thence towards the south-west by a right line running in the direction of a point on the Waiau River at the northernmost corner of the Maungataniwha Block as far as the southern boundary of the Matatua District, hereinbefore described; and thence towards the north-west by the said Matatua District to the place of commencement.

Maniapoto District.

Bounded towards the north generally by the left bank of the Waikato River from its confluence with the Kopokorahi Stream to the south-eastern boundary-line of Wharepuhunga Block; thence by the south-eastern boundary-lines of the said Wharepuhunga Block to Tapororoa: thence by the south-western boundary-lines of the Wharepuhunga Block aforesaid to the Mangatutu Stream; thence by the said Mangatutu Stream to its confluence with the Puniu River; thence by the left bank of the said Puniu River to the northern boundary-line of the original Mangauika Block (No. 6210): thence by the northern boundary of the said Mangauika Block to Mahaukura; thence by the northern boundary-lines of the Forest Reserve to its north-western corner; thence by a right line to the north-eastern corner of Section 3, Block I., Pirongia Survey District; thence by the northern boundary-lines of the Sections 3, 2, and 1 of the said Block I., the northern boundary-lines of Section 1, Block IV., Kawhia North Survey District, and the northern boundary-lines of Pirongia West Block (No. 6221) and of Mangaora Block to Kawhia Harbour: thence by a right line across Kawhia Harbour to the north-eastern corner of Taharoa "A" Block (No. 6206A), on Kawhia Harbour; thence by the eastern and south-eastern boundary-lines of the said Taharoa "A" Block to the Taharoa "B" No. 1 Block (No. 6206B); thence by the north-eastern, south-eastern, and southern boundary-lines of the said Taharoa "B" No. 1 Block to the mouth of the Waihekura Stream on the west coast: thence towards the west by the ocean to Parininihi (White Cliffs): thence towards the south by the confiscation boundary-line, and a right line from the eastern termination of the said confiscation boundary-line to the confluence of the Ongaruhe and Taringamutu Rivers: thence towards the south-east by a right line to Trig. Station No. 1389 (Moutere); thence by a right line to Trig. Station No. 1390 (Pureora); and thence by a right line to the confluence of the Waikato River and the Kopokorahi Stream, the place of commencement.

Tongariro District.

Bounded towards the north generally by the Waikato River from its confluence with the Kopokorahi Stream to the southern boundary of Te Arawa District hereinbefore described; thence by the said Te Arawa District to the western boundary of the Matatua District hereinbefore described: thence towards the east generally by the said Matatua District to the Napier–Taupo Road at or near Runanga; thence by a right line to the intersection of the 39th parallel of south latitude by the meridian of 176° 30′ east longitude; thence by a right line to Otupae Mountain (Trig. Station No. 9); thence by the summit of the Ruahine Range to a point due east of the source of the Kawhatau River: thence towards the south generally by a right line to the source of the said Kawhatau River, and by that river to its confluence with the Rangitikei River: thence towards the south-west generally by the Rangitikei River to its confluence with the Hautapu River, and by the said Hautapu River to the Waiouru–Te Horo Road; thence by that road to Waiouru; thence by a right line to the confluence of the Wanganui River with the Pungapunga River; thence by a right line to the confluence of the Ongaruhe River with the Taringamutu River: thence towards the north-west by the Maniapoto District hereinbefore described to the confluence of the Waikato River with the Kopokorahi Stream, the place of commencement.

Taranaki District.

Bounded towards the north by the Maniapoto District hereinbefore described from the sea at Parininihi (White Cliffs) to the Ohura River: thence towards the east generally by the Ohura River to its confluence with the Wanganui River; thence by the Wanganui River to its confluence with the Mangawaiiti Stream; thence by that stream to its source; thence by a right line to Whakaihuwaka Mountain (Mount Humphries); thence by a right line to the nearest source of the Omaru Stream; thence by that stream to its confluence with the Waitotara River; thence by the Waitotara River to the ocean: thence towards the south-west and north-west generally by the ocean to the place of commencement.

Whanganui District.

Bounded towards the north by the Maniapoto District hereinbefore described from the Ohura River to the confluence of the Ongaruhe and Taringamutu Rivers: thence towards the north-east by the Tongariro District hereinbefore described to Waiouru: thence towards the south by the Waiouru–Karioi Road to the Waitangi Stream; thence by that stream to its confluence with the Wangaehu River: thence towards the south-east generally by the Wangaehu River to the ocean: thence towards the south-west by the ocean to the Waitotara River: and thence towards the west generally by the Taranaki District hereinbefore described to the place of commencement.

Kurahaupo District.

Bounded towards the north-east generally by the Tongariro District hereinbefore described from Waiouru to the summit of the Ruahine Range: thence towards the south-east and south generally by the summit of that range to the Manawatu Gorge: thence by the left bank of the Manawatu River to the ocean: thence towards the west by the ocean to the Wangaehu River; and thence by the Whanganui District hereinbefore described to the place of commencement.

Tamatea District.

Bounded towards the north and north-east by the Matatua and Kahungunu Districts respectively hereinbefore described from Runanga to Hawke Bay; thence towards the east generally by Hawke Bay and the ocean to the mouth of the Wainui River (near Herbertville); thence towards the south-west by a right line to Takapari Mountain (the Dome), on the Ruahine Range; and thence towards the west generally by the Kurahaupo and Tongariro Districts hereinbefore described to the place of commencement.

Rongokako District.

Bounded towards the north-east by a right line from Takapari Mountain (the Dome), on the Ruahine Range, to the ocean at the mouth of the Wainui River; thence towards the south-east and south generally by the ocean to Cape Turakirae; thence towards the north-west generally by the summits of the eastern watershed of the Orongorongo River and the summits of the Rimutaka and Tararua Ranges respectively to the Manawatu Gorge, and thence by the summit of the Ruahine Range to the place of commencement.

Raukawa District.

Bounded towards the north-west generally by the Kurahaupo District hereinbefore described from the ocean to the Manawatu Gorge; thence towards the south-east by the Rongokako District hereinbefore described to Cape Turakirae; and thence towards the south and west generally by the ocean to the place of commencement at the mouth of the Manawatu River.

SECOND SCHEDULE.

Name of Returning Officer.	Name of District.	Number of Members to be elected.
Christopher Freke Maxwell..	Mangonui ..	12
" ..	Hokianga ..	12
" ..	Tokerau ..	12
Gilbert Mair	Whangarei ..	12
"	Wairoa ..	12
"	Ngatiwhatua ..	12
George Thomas Wilkinson ..	Maniapoto ..	12
Fox Maule Carnachan ..	Tongariro ..	12
Thomas William Fisher ..	Taranaki ..	12
William Edward Goffe ..	Wanganui ..	12
" ..	Kurahaupo ..	12
James Brooks Hackworth ..	Raukawa ..	12
Richard John Gill	Te Arawa ..	12
John Brooking	Matatua ..	12
" ..	Horouta ..	12
" ..	Takitimu ..	12
Henry Hyde Carr	Kahungunu ..	12
George Kelly	Tamatea ..	12
Lawrence Marshall Grace ..	Rongokako ..	12

Given under the hand of His Excellency the Right Honourable Uchter John Mark, Earl of Ranfurly; Knight Commander of the Most Distinguished Order of Saint Michael and Saint George; Governor and Commander-in-Chief in and over Her Majesty's Colony of New Zealand and its Dependencies; and issued under the Seal of the said Colony, at the Government House, at Wellington, this twenty-sixth day of December, in the year of our Lord one thousand nine hundred.

J. CARROLL,
Minister of Native Affairs.

GOD SAVE THE QUEEN!

THE NEW ZEALAND GAZETTE.

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