



SUPPLEMENT

TO THE

NEW ZEALAND GAZETTE

OF

THURSDAY, JUNE 9, 1910.

Published by Authority.

WELLINGTON, MONDAY, JUNE 13, 1910.

*Order in Council defining Maori Land Districts under the Native Land Act, 1909.*

ROBERT STOUT.  
Administrator of the Government.

ORDER IN COUNCIL.

At the Government House, at Wellington, this thirteenth day of June, 1910.

Present :

HIS EXCELLENCY THE ADMINISTRATOR OF THE GOVERNMENT  
IN COUNCIL.

WHEREAS by section sixty-one of the Native Land Act, 1909, it is provided that the Governor may from time to time, by Order in Council, alter the boundaries or change the names of Maori land districts, or increase or reduce the number of those districts: And whereas by section eighty-three of the Native Land Act, 1909, it is provided that when any Maori land district is created or abolished, or when the boundaries of any Maori land district are altered, the Governor may, by Order in Council, make such order as he thinks fit for vesting in the Board of any district any Native land situated in that district and vested in any other Board, or for the transfer from one Board to another of any of the assets or liabilities of the former Board :

Now, therefore, His Excellency the Administrator of the Government of the Dominion of New Zealand, in pursuance and exercise of the powers so conferred upon him, and acting by and with the advice and consent of the Executive Council of the said Dominion, doth hereby order and declare as follows :—

1. The boundaries of the Tokerau Maori Land District shall be those set out in the First Schedule hereto.
2. The boundaries of the Waiariki Maori Land District shall be those set out in the Second Schedule hereto.
3. The boundaries of the Tairāwhiti Maori Land District shall be those set out in the Third Schedule hereto.
4. The boundaries of the Aotea Maori Land District shall be those set out in the Fourth Schedule hereto.
5. The boundaries of the Ikaroa Maori Land District shall be those set out in the Fifth Schedule hereto.
6. The name of the Waikato Maori Land District is hereby changed, and the said district shall be known as the Waikato-Maniapoto Maori Land District.
7. The boundaries of the said Waikato-Maniapoto Maori Land District shall be those set out in the Sixth Schedule hereto.
8. The Maniapoto-Tuwāharetōa Maori Land District is hereby abolished.
9. All Native land which is situated within the boundaries of any Maori land district as determined by this Order in Council, and which at the date of the coming into operation of this Order in Council is vested in the

Maori Land Board of any other district, is hereby vested in the Maori Land Board of the district in which the land is so situated for all the right, title, estate, and interest of the first-mentioned Board therein and thereto, and all assets and liabilities held by or imposed upon the first-mentioned Board in respect of that land are hereby transferred to the Maori Land Board of the district in which the land is so situated.

10. All the assets and liabilities of the Maniapoto-Tuwharetoa District Maori Land Board, save and except the assets and liabilities which are transferred to any other Board in accordance with the foregoing provisions of this Order in Council, are hereby transferred to and vested in the Waikato-Maniapoto District Maori Land Board.

11. This Order in Council shall come into operation on the first day of July, nineteen hundred and ten.

## SCHEDULES.

### FIRST SCHEDULE.

#### *Tokerau Maori Land District.*

ALL that area in the Dominion of New Zealand bounded towards the east generally by the sea from the North Cape to the north-western corner of Section No. 40A, Parish of Waitemata; thence by the western boundary of that section and of Sections Nos. 39A and 38A of the said parish to the Orakei Creek; thence by that creek and the south-eastern shore of Orakei Basin to the north-western corner of Lot 238, Section No. 16, Suburbs of Auckland; thence by the western boundary of that lot to its south-western corner; thence by a right line to the northern end of St. Ann's Bridge, on the Manukau Harbour; thence towards the south generally by the northern shore of the Manukau Harbour to the Manukau Heads; thence towards the west by the sea to Cape Maria van Diemen; thence towards the north by the sea to the North Cape, the point of commencement: including Great Barrier Island and the islands adjacent to the coast-line between the Whangarei Harbour and the North Cape.

### SECOND SCHEDULE.

#### *Waiariki Maori Land District.*

All that area in the Dominion of New Zealand bounded towards the south-east and south generally by the south-eastern and southern boundaries of the Auckland Land District (as described in the *New Zealand Gazette* No. 58, 16th July, 1903, page 1600) from Potiki Rua to the north-western corner of Omupapamaro Block; thence by a right line to Ngapouatu Trig. Station; thence by the north-eastern boundary of Wharetoto Block to the Tirikahu Stream, by that stream and the Rangitaiki River to the northernmost corner of Wharetoto No. 9 Block; thence by the north-western boundaries of Wharetoto Nos. 9 and 8 Blocks to the easternmost corner of Tauhara South A Block; thence by the north-eastern boundaries of Tauhara South A and B Blocks to Lake Taupo; thence by a right line across Lake Taupo to the mouth of the Oruapuraho Stream; thence by the Oruapuraho Stream and the northern boundary of the Hauhungaroa Block to the western boundary of the Rangitoto-Tuhua Block; thence towards the west generally by the eastern boundary of the Waikato-Maniapoto Maori Land District (as described in the Sixth Schedule hereto) to the sea at Ngakuriawhare; and thence towards the north generally by the sea to Potiki Rua, the place of commencement: including Motiti, Matakana, Motuhua, Te Hapai, Mayor, White, and Whale Islands, and the adjacent islands.

### THIRD SCHEDULE.

#### *Tairarwhiti Maori Land District.*

All that area in the Dominion of New Zealand bounded towards the north-east by the sea, from Potiki Rua to the East Cape; thence towards the south-east and south by the sea to the mouth of the Mohaka River; thence by that river to its confluence with the Te Hoe Stream; thence towards the west generally by that stream, and by the south-eastern boundary of the Waiariki Maori Land District, hereinbefore described, to Potiki Rua, the point of commencement.

### FOURTH SCHEDULE.

#### *Aotea Maori Land District.*

All that area in the Dominion of New Zealand bounded towards the north by the Waikato-Maniapoto and Waiariki Maori Land Districts (as described in the Sixth and Second Schedules hereto respectively) from Parininihi to the north-western corner of Omupapamaro Block; thence towards the east generally by part of the boundary of the Auckland Land District (as described in the *New Zealand Gazette* No. 58, 16th July, 1903, page 1600) to the Mohaka River; thence by that river to the Mangatainoka Block; thence by the north-western boundary of that block to the Ngaruroro River; thence by the western boundary of the Hawke's Bay Land District (as described in the *New Zealand Gazette* No. 30, 28th April, 1898, page 689) to the south-eastern corner of Awarua 1A No. 3 South Block; thence towards the south-east generally by the southern boundary of that block to the Oroua River; thence by that river to the southern boundary of the Oroua Survey District; thence by that boundary to the Rangitoto Survey District; thence by the southern boundary of that survey district to the road forming the south-eastern boundary of Sections Nos. 1, 4, 5, 8, 9, 11, 12, 15, 16, 22, 29, and 35, Te Kawau Survey District; thence by that road to its intersection with the road forming the northern boundary of Sections Nos. 39, 46, 47, 48, 49, and 50, Block II, of the said Te Kawau Survey District; thence by that road to the Rangitikei River; thence by that river to the sea; thence towards the south-west, west, and north-west generally by the sea to Parininihi, the place of commencement.

### FIFTH SCHEDULE.

#### *Ikaroa Maori Land District.*

All that area in the Dominion of New Zealand bounded towards the north-west and north by the Aotea, Waiariki, and Tairarwhiti Maori Land Districts, hereinbefore described; and towards the south-east, south, and west by the sea: including Kapiti Island.

### SIXTH SCHEDULE.

#### *Waikato-Maniapoto Maori Land District.*

All that area in the Dominion of New Zealand bounded towards the south generally from Parininihi by the confiscation-line and the southern boundary-lines of the Rohepotae Block to the Wanganui River; thence by that river to the confluence of the Pungapunga Stream with the Wanganui River; thence by the Pungapunga Stream to the eastern boundary of the Rangitoto-Tuhua Block; thence by the eastern boundary of the Rangitoto-Tuhua Block to the Ongarue River; thence by that river to the easternmost corner of Maraeroa C Block; thence by the north-eastern boundary of that block, the southern and eastern boundaries of Maraeroa B Block, and the south-eastern boundaries of Rangitoto B and Wharepungunga Nos. 6, 8, 10, 13, 20, and 17 Blocks to the north-eastern corner of the last-named block; thence by a right line to the southernmost corner of Wharepungunga No. 19 Block; thence by the south-eastern boundary of that block to the Waikato River; thence by the right bank of the said Waikato River to a point opposite the southernmost corner of Section No. 129 of the Matamata Settlement; thence crossing the Waikato River, and by the south-eastern boundary of the said Matamata Settlement to the Okoroire Stream; thence by that stream and the northern boundaries of Whaiti-Kuranui No. 6A No. 3c, Whaiti-Kuranui No. 6A No. 3e, Whaiti-Kuranui No. 6A No. 2, and Whaiti-Kuranui No. 6A No. 1 Blocks, and by the north-western boundary-line of Section No. 60, Block I, Tapapa East Survey District (scenic reserve), to the northernmost corner of that section; thence by the eastern boundaries of Matamata and Piako Counties (as described in the First and Second Schedules to the Matamata County Act, 1908) to the confiscation-boundary line at the north-eastern corner of Piako County; thence by the said confiscation-boundary line to the sea at Ngakuriawhare; thence towards the north-east and north generally by the sea to the southern boundary of the Tokerau Maori Land District, hereinbefore described; thence towards the north by that boundary to Manukau Heads; thence towards the west by the sea to Parininihi, the point of commencement: including Waiheke Island and the islands adjacent to the coast-line between Cape Colville and the Wharekawa Harbour.

J. F. ANDREWS;

Clerk of the Executive Council.

*Regulations as to Interpreters under the Native Land Act, 1909.*

ROBERT STOUT,  
Administrator of the Government.

## ORDER IN COUNCIL.

At the Government House, at Wellington, this thirteenth day of June, 1910.

Present:

HIS EXCELLENCY THE ADMINISTRATOR OF THE GOVERNMENT IN COUNCIL.

**I**N pursuance and exercise of the powers and authorities conferred upon him by section four hundred and fifteen of the Native Land Act, 1909 (hereinafter referred to as "the said Act"), His Excellency the Administrator of the Government of the Dominion of New Zealand, acting by and with the advice and consent of the Executive Council of the said Dominion, doth hereby make the following regulations with respect to Interpreters under the said Act:—

## REGULATIONS.

## APPLICATIONS FOR LICENSES.

1. Every application to be licensed as an Interpreter under the said Act shall be addressed by the applicant to the Under-Secretary for Native Affairs, at Wellington, and shall be accompanied by a certificate signed by a Judge, Commissioner, or Registrar of the Native Land Court, or by a Stipendiary Magistrate, a Justice of the Peace, or an Officiating Minister under the Marriage Act, 1908. Every such certificate shall state that the applicant is of good character, and is, in the opinion of the person signing that certificate, a suitable person to hold a license as a Native Interpreter.
2. Every application as aforesaid shall be signed by the applicant, and shall specify his age, and the grade of the license for which application is so made.
3. Every application for a license to act as an Interpreter of the first grade shall be accompanied by a fee of £2 2s.; and every application for a license to act as an Interpreter of the second grade shall be accompanied by a fee of £1 1s.

## EXAMINATION OF APPLICANTS.

4. For the purpose of the examination of applicants for licenses under these regulations there is hereby constituted a Board of Examiners, which shall consist of the person for the time being holding office as the Under-Secretary of the Native Department, together with three other persons appointed for the purpose by the Native Minister.
5. Three members of the Board shall form a quorum at any meeting thereof, and the decision of a majority present at any meeting shall constitute a decision of the Board.
6. The Board shall meet for the consideration of applications on the last Monday of the months of February, June, and October in each year, but any such meeting may be adjourned from time to time. All applications for licenses shall be forwarded as provided in Regulation 1 hereof, at least thirty days before the date of the meeting at which they are to be considered.
7. Every applicant for a license of the first grade shall, before any such license is granted, be required by the Board to pass to its satisfaction an examination in the following subjects:—
  - (a.) English grammar;
  - (b.) Translation at sight of passages from English into Maori, and from Maori into English;
  - (c.) Translation of deeds; and
  - (d.) The writing of an essay or letter in Maori, with a rendering of the same in English.
8. Every applicant for a license of the second grade shall, before any such license is granted, be required to pass to the satisfaction of the Board an examination consisting of simple questions of English grammar, and the translation at sight of easy passages from English into Maori, and from Maori into English.
9. The examinations referred to in the two last preceding regulations shall be in writing, but an oral examination may, at the discretion of the Board, be required in addition to any such written examination.
10. The Board may, with the approval of the Minister, make rules for the conduct of the examination of applicants for licenses under these regulations.
11. The result of every such examination shall be reported by the Board to the Minister, and shall be accompanied by a recommendation from the Board in respect of each candidate as to whether or not in its opinion a license should be granted.
12. If in any examination for a license of the first grade any candidate fails to satisfy the requirements of the Board in respect of such a license, but the Board is satisfied that in that examination the candidate has shown sufficient knowledge to satisfy the requirements of the Board in respect of a license of the second grade, the Board may, if it thinks fit, recommend the issue of a license of the second grade to that candidate.

13. Upon the receipt of the report of the Board of Examiners the Minister shall, in accordance with that report, recommend to the Governor the issue of licenses to the successful candidates, and the Governor may thereupon issue such licenses accordingly.

14. All licenses issued in accordance with these regulations shall be in the form in the First Schedule hereto, or to the like effect.

15. No such license shall be granted until the payment of a further fee of £3 3s. in the case of a license of the first grade, and of £1 1s. in the case of a license of the second grade.

#### MISCELLANEOUS.

16. Every licensed Interpreter who signs any document in his official capacity shall add after his signature the words "Licensed Interpreter (First Grade)," or "Licensed Interpreter (Second Grade)," as the case may require.

17. The Minister may, if he thinks fit, remit any fee or part of a fee payable either on application for a license or upon the issue of a license under these regulations.

18. All fees received under these regulations shall be paid by the Under-Secretary for Native Affairs into the Consolidated Fund.

19. No licensed Interpreter in the employment of the Government shall act in connection with any matter in which the Government is not interested, except with the authority of the Minister in charge of the Department by which he is employed, or (in a case of emergency) with the authority of a Judge of the Supreme Court, a Stipendiary Magistrate, or a Judge or Commissioner of the Native Land Court.

20. The fees to be charged by licensed Interpreters shall not in any case exceed the amounts specified in the Second Schedule hereto in respect of the matters therein referred to.

21. An Interpreter shall not demand or receive fees from more than one party to any transaction in which he may be employed.

#### SCHEDULES.

##### FIRST SCHEDULE.

##### INTERPRETER'S LICENSE UNDER THE NATIVE LAND ACT, 1909.

, Governor.

In pursuance and exercise of the power and authority conferred upon me by the Native Land Act, 1909, I, \_\_\_\_\_, the Governor of the Dominion of New Zealand, do, by this license issued under my hand, and terminable at any time on revocation, authorise \_\_\_\_\_, of \_\_\_\_\_, to act as an Interpreter of the \_\_\_\_\_ grade, under the provisions of the said Act and the regulations made thereunder.

As witness the hand of His Excellency the Governor, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, Minister of Native Affairs.

##### SECOND SCHEDULE.

##### MAXIMUM FEES CHARGEABLE BY LICENSED INTERPRETERS.

In the Supreme Court: In accordance with Table E of the Second Schedule to the Judicature Act, 1908.

In a Magistrate's Court: In accordance with rules under the Magistrates' Courts Act, 1908.

In the Native Land Court and Native Appellate Court:—

	£	s.	d.
To an interpreter, if engaged for any time not exceeding one hour ... ..	0	10	6
For every additional hour, or fraction of an hour ... ..	0	5	0
But not exceeding for any one day ... ..	2	2	0

(Interpreters will be paid one guinea a day and their actual fares when travelling to a Court to interpret, and also when returning to their homes from that Court.)

In proceedings not provided for by any of the above scales:—

	£	s.	d.
Interpretation of deed or other instrument, each time, not exceeding ... ..	1	1	0
Translating any deed or other instrument, either into the Maori or English language,—			
For the first twelve folios of 72 words, per folio ... ..	0	5	0
For each additional folio ... ..	0	1	0
Making fair copy of same, per folio ... ..	0	1	0
Composing and writing any document in Maori, per folio of 72 words, not exceeding ... ..	0	5	0
For preparing claims for old-age pensions, and statements of income and property in connection therewith (Interpreters in the employment of the Government are required to do this work without charge)... ..	0	10	6

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

*Regulations relating to Maori Land Boards under the Native Land Act, 1909.*

ROBERT STOUT,  
Administrator of the Government.

## ORDER IN COUNCIL.

At the Government House, at Wellington, this thirteenth day of June, 1910.

Present:

HIS EXCELLENCY THE ADMINISTRATOR OF THE GOVERNMENT IN COUNCIL.

WHEREAS by the Native Land Act, 1909, it is enacted that the Governor may from time to time, by Order in Council, make regulations for the purposes specified in the said Act: Now, therefore, His Excellency the Administrator of the Government of the Dominion of New Zealand, in pursuance and exercise of the powers and authorities conferred upon him by the said Act, and acting by and with the advice and consent of the Executive Council of the said Dominion, doth hereby make the regulations following.

## REGULATIONS.

1. In these regulations, unless a contrary intention appears, the expressions following have the meanings attached thereto:—

“The Act” means the Native Land Act, 1909:

“Board” means the Maori Land Board of the district to which the particular matter in the context refers:

“District” means a Maori land district constituted under the Act:

“President” means the President of a Maori Land Board:

“Under-Secretary” means the Under-Secretary for Native Affairs.

All other terms used in these regulations have the same signification as when used in the Act, unless a contrary intention appears.

2. In respect of Native land situated in the South Island or in any place not forming part of a Maori land district, these regulations, so far as applicable, shall be construed as if they referred to the Native Land Court instead of the Board.

## OFFICE AND OFFICE HOURS.

3. Each Board shall have an office which shall, except on Sundays and public holidays, be open for public business from 10 a.m. to 1 p.m. and from 2 p.m. to 4 p.m., but on Saturdays shall be closed at 12.30 p.m.

## MEETINGS OF THE BOARD.

4. The Board shall meet for the despatch of business at such times and places as the President may appoint. Any such meeting may be adjourned from time to time and from place to place by resolution of the Board.

5. Meetings for the purpose of dealing with applications shall be notified in the *Gazette* and *Kahiti*.

## APPLICATIONS.

6. All applications to the Board shall be in writing, signed by the applicant or his solicitor, and shall be lodged at the office of the Board, together with the prescribed fee, at least seventeen clear days before the date on which it is proposed that the Board shall deal with the same.

7. At least ten days' notice of the intention of the Board to deal with any application shall be inserted in the *Gazette* and *Kahiti*, and it shall not be lawful for the Board to deal with any application until after the expiry of such ten days.

8. In the course of any proceedings on an application, the Board may, without further application, and upon such terms as to notice to the parties and otherwise as it thinks fit, proceed to deal with any other matter arising either directly or incidentally out of the same proceedings.

9. The Board may in its discretion deal with the subject-matter of any application in part or parts, and any application may be dismissed or (with the leave of the Board) extended, amended, or withdrawn wholly or in part.

## FEES.

10. (1.) The fees set out in the First Schedule hereto shall be paid to the Board in respect of the transactions referred to therein: Provided that, if it appears to the satisfaction of the Board or President that any person is unable to pay, or ought not to be called upon to pay, any fee, the Board or President may dispense with the payment thereof, or of any part thereof, subject to such terms as the Board or President thinks fit.

(2.) The amount of any fee not dispensed with shall be a debt due to the Board by such of the parties to the proceedings or act in or for which the said fee is payable as the Board may order.

(3.) The Board 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 that land until those fees have been paid.

(4.) Any document giving effect to a decision of the Board shall, before being signed by the President, have noted in the margin thereof the total amount of fees payable in the matter of such decision, specifying such as have been paid.

(5.) The President shall cause an account of all fees paid in respect of matters coming before the Board to be kept as a separate account, and at the end of every month he shall furnish copies of that account, signed by him, to the Receiver-General and to the Under-Secretary.

## ACCOUNTS.

11. All moneys received by the Board shall be acknowledged on a printed form of receipt, and the counterfoil retained by the Board shall be countersigned by some person (other than the receiving officer), who shall certify that the same is a true copy of the receipt.

12. Receipts shall be numbered consecutively, and the number of each receipt shall be quoted in the cash-book and other books of accounts used by the Board.

13. All books and vouchers shall be produced to the Under-Secretary or any Inspector appointed by the Native Minister to examine the same.

14. The Board shall, as soon as practicable after the 31st day of March in each year, prepare an account showing the true position and state of any trust for the period of twelve months ending on the said 31st day of March, and render a copy of that account to some beneficiary of that trust nominated by the Board.

15. Any other beneficiary requiring a copy of such account shall be supplied therewith on payment of the prescribed fee.

16. The President shall, at the first meeting of the Board after the 1st day of April and the 1st day of October in each year, cause a return to be laid before the Board, showing the names of all lessees of lands vested in or administered by the Board who have made default for at least three months in the payment of rent due by them in respect of those lands as at the 31st day of March or 30th day of September preceding, and also showing the amount of such rent so in arrears; and a copy of the return shall thereupon be forwarded to the Under-Secretary.

17. All moneys payable by the Board may, on the certificate of the President that the claim is in order, be directed to be paid.

18. The signature of any Native on any receipt for a payment made by the Board must be witnessed by some person other than the paying officer, and no claim shall be paid till such signature is so attested.

## INVESTMENT OF FUNDS.

19. All moneys in the hands of the Board and available for investment may be paid by the Board to the Public Trustee for investment by him in the common fund of the Public Trust Office or otherwise, as may be agreed upon between the Board and the Public Trustee.

## PRIVATE ALIENATIONS.

20. An application for the issue of an Order in Council under section 203 of the Act shall be made through the Board, and shall be accompanied by a full statement of the material circumstances and of the grounds of the application. The Board shall consider the application, and shall forward the same, together with its recommendation thereon, to the Under-Secretary, Native Department, Wellington.

21. (1.) An application for the consent of the Board under section 209 of the Act shall be in the Form No. 1 in the Second Schedule.

(2.) A minute of the resolution granting or refusing consent, and the date thereof, shall be entered upon the records of the Board and noted on the application. On the request of the applicant or of any owner of the land affected, the President shall supply a certified copy of such minute.

## CONFIRMATION.

22. An application to the Board to confirm any alienation shall be in the Form No. 2 in the Second Schedule, and shall be deemed to be made when lodged at the office of the Board. At

least three days before the hearing of any such application the instrument in respect of which the same is made must be lodged at the office of the Board.

23. The applicant, before the hearing of the application, shall supply copies of or extracts from the records of the Deeds Register Office, or of the office of the District Land Registrar, or of the Native Land Court, setting forth the position of the title, and certified as correct by a solicitor.

24. Before the hearing of the application the applicant shall, except in the case of an instrument by way of mortgage or charge, lodge with the Board a declaration of qualification in the Form No. 3 in the Second Schedule, and also a copy of the entry in the district valuation roll of the valuation of the land affected by the alienation, certified as provided by section 35 of the Valuation of Land Act, 1908.

25. The Board may require a statement to be lodged showing the beneficial interests in Native freehold land of each Native alienating, the extent of his interest, and the revenue, if any, derived therefrom.

26. The certificate of confirmation shall be in the Form No. 4 in the Second Schedule.

27. When confirmation is refused, a minute of such refusal, setting forth the grounds thereof, shall be entered on the records of the Board.

28. An application for the consent of the Governor in Council, under section 230 of the Act, to the confirmation by the Board or the Court of an instrument of alienation by way of mortgage or charge shall be made through the Board or Court, and shall be in the Form No. 5 in the Second Schedule. The Board shall consider the application, and shall forward the same, together with its recommendation thereon, to the Under-Secretary, Native Department, Wellington.

#### DISPOSAL OF LANDS VESTED IN THE BOARD.

29. When public notification is required to be given of the Board's intention to offer any land for sale or lease, it shall be sufficient if notice of such intention is inserted in the *Gazette* and *Kahiti*, and at least once in each week for three consecutive weeks in some newspaper circulating in the locality in which the land is situated. The Board may, in addition, give further public notice in such other manner as it considers necessary.

30. The notice in the *Gazette* and *Kahiti* shall specify the land offered, the upset price or rental of each allotment, the term of any lease to be granted, the general conditions of such sale or lease, shortly stated, and the manner, time, and place of disposal. In the newspaper the notice may shortly refer to the offer of sale or lease, the place and time of such offer, and the place where the fuller particulars of such offer may be obtained.

31. (1.) Where the sale or lease is by public tender, tenders shall be in writing, signed by the tenderer or his duly authorised agent, in the Form No. 6 or No. 7 in the Second Schedule, as the case may require.

(2.) Every tender shall be enclosed in a closed envelope addressed to the Board or President. The outside of the envelope shall be marked "Tender for lease [or purchase] of [*Specify land*]," or in some other way to identify it as such tender.

32. Upon any sale or lease, the Board may require the purchaser or lessee to deposit such sum as it thinks fit, not exceeding three guineas (in addition to stamp duty and registration fees), on account of the costs of the preparation, execution, stamping, and registration of the lease or contract of sale. The amount of any such deposit shall be paid into the Board's account, together with the amount paid on account of stamp duty and registration fees, and may be paid out from time to time, as the Board directs, in payment of the aforesaid costs.

33. Every purchaser or lessee shall, before executing the contract of sale or the lease, make and lodge with the Board a declaration of qualification in the Form No. 8 in the Second Schedule. Such declaration shall be so made and lodged within thirty days after the date of sale or making of the agreement to lease, as the case may be.

34. If the price or rental offered by two or more tenderers is the same amount, and is higher than that offered by any other tenderer, then the Board shall decide, in such manner as it thinks fit, which of those tenders shall be accepted.

35. The deposits and fees paid by any unsuccessful tenderer shall be returned to him immediately any other tender is accepted, or if all tenders are declined.

36. When the Board accepts any tender it shall forthwith give notice, in the Form No. 9 in the Second Schedule, to the successful tenderer by registered letter, addressed to him at the address given in his tender; but failure to give such notice shall not invalidate the acceptance of the tender.

37. Every contract of sale made by a Board in pursuance of Part XIV of the Act shall be in the form set out in the Third Schedule hereto, with such modifications, additions, or omissions as may in the opinion of the Board be required or expedient in the particular case. Every such contract shall be executed in triplicate by the Board under its seal and by the purchaser under his hand, or, where the purchaser is a body corporate, under its seal, and may be registered under the Land Transfer Act, 1908, in the same manner as a memorandum of lease.

38. Every lease granted by a Board in pursuance of Part XIV of the Act shall be in the form set out in the Fourth Schedule hereto, with such modifications, additions, or omissions as may in the opinion of the Board be required or expedient in the particular case. Every such lease shall be executed in triplicate by the Board and the lessee in manner required for the registration thereof under the Land Transfer Act, 1908.

RECORD OF IMPROVEMENTS UNDER SECTION 264 OF THE ACT.

39. Every application to a Board by a lessee under section 264 of the Act to have recorded the particulars of the nature of improvements and the condition of the land before the making of such improvements shall be made in the Form No. 10 in the Second Schedule hereto.

40. Every such application shall be accompanied by a deposit of five pounds as payment or part payment of the expenses incurred by the Board in ascertaining the particulars to be recorded.

41. If the expenses so incurred do not amount to the sum so deposited by the lessee, he shall be entitled to a refund of the difference; and if the expenses so incurred exceed the amount deposited, the excess shall constitute a debt due by the lessee to the Board.

42. The record of the said improvements shall be in the Form No. 11 in the Second Schedule hereto.

43. Every such record shall be made in duplicate under the seal of the Board. One copy thereof shall be permanently preserved among the records of the Board, and the other copy shall be delivered to the lessee.

44. The decision of the Board as to the particulars so to be recorded shall be final and conclusive so far as regards the right of the lessee to have any such record made.

ASSEMBLED OWNERS.

45. An application to summon a meeting of owners under section 341 of the Act shall be in the Form No. 12 in the Second Schedule.

46. Every application shall be in writing, and shall state the nature of the resolution it is proposed the assembled owners should pass, and, in the case of any such resolution as is referred to in paragraph (f) of section 346 of the Act, shall contain a statement of all the material terms and conditions of the proposed alienation.

47. Immediately upon receiving such application the Board shall give such consideration thereto as it thinks necessary; and if in its opinion the meeting is one that should be called, and the alienation or other proposal can be lawfully carried into effect, the Board shall fix a time and place for the holding of a meeting of the owners to consider the same. The Board shall give the applicant, if he so desires, an opportunity of being heard in support of his application.

48. A meeting of owners shall be summoned by the President by a notice in the Form No. 13 in the Second Schedule. The notice shall be published in the *Gazette* and *Kahiti* at least fourteen days before the time appointed for the holding of the meeting, and such other notices of the meeting may be given as the President or the Board thinks expedient.

49. An owner may appoint a proxy by writing under his hand in the Form No. 14 in the Second Schedule, attested by some person authorised by the Act to attest the will of a Native. Such proxy shall not be available except by leave of the representative of the Board at the meeting, and shall be handed in to the Board or its representative previous to the commencement of the meeting.

50. If at the time and place appointed for the meeting, or within one hour thereafter, a quorum is not present, or for any reason the meeting cannot be held at that time, it shall stand adjourned to such time and place as the representative of the Board, if present, appoints, and, if he is not present, then it shall stand adjourned from day to day at the same time and place until the fourteenth day thereafter, when the meeting, if not held, shall lapse.

51. Any meeting may be adjourned by resolution to such time and place as the resolution appoints.

52. The owners or their representatives present at any meeting shall appoint a chairman, who shall preside at such meeting and conduct the business thereof. The representative of the Board or any person present at the meeting may be appointed chairman. If at any adjournment such chairman is not present, another chairman may be appointed. The representative of the Board shall be allowed to speak and advise the meeting as to what in his opinion is the proper course to take under any particular circumstances.

53. The chairman shall call for a show of hands for and against any resolution proposed at the meeting. If no one votes against the resolution, the resolution shall be deemed to be carried unanimously. Where some of the owners or their representatives vote against the resolution, the chairman shall ascertain whether the voting is in favour of or against the resolution, according to the respective shares and interests in the land of those voting, and shall declare accordingly whether the resolution is carried or not.



54. If there are some owners or representatives who vote against the resolution, and the resolution is declared carried, the chairman shall cause a record of the names of the dissentients, and their shares, to be made, and, unless in the opinion of the representative of the Board it is unnecessary to do so from the fact that it is beyond all question that those in favour of the resolution own the larger aggregate share of the land affected, the chairman shall also cause the names and shares of those in favour of the resolution to be recorded.

55. Every such resolution, when carried, shall be reduced to writing and signed by the representative of the Board, and countersigned by the chairman or some owner or representative present at the meeting.

56. A memorial of dissent from such resolution shall be in the Form No. 15 in the Second Schedule.

57. The Board may cause notice to be given, in such manner and to such person as it deems expedient, of its intention to consider such resolution, and shall, where practicable, give notice to those who have signed the memorial of dissent.

58. The Board shall take such steps as it deems necessary to satisfy itself that no Native owner will become landless if the resolution is confirmed and carried into effect, and for that purpose the Board may call upon any party interested to supply such information as it may consider necessary to have before it in order to enable it to form an opinion.

59. A confirmation of a resolution shall be in the Form No. 16 in the Second Schedule.

MISCELLANEOUS.

60. The Board may, at the request of any Native owner, and on payment of the prescribed fee, issue a certificate in the Form No. 17 in the Second Schedule hereto, stating the equitable interest of that owner in any land vested in the Board.

61. When any form is prescribed by these regulations, a form to the like effect, with such modifications as may be necessary or expedient in the particular case, may be used, and shall be sufficient.

62. No act or proceeding of a Board or of the Native Land Court shall be invalidated by any breach or non-observance of these regulations.

SCHEDULES.

FIRST SCHEDULE.

SCALE OF FEES.

(Regulation No. 10.)

	£	s.	d.
Recommendation of Board on application under section 203	1	0	0
Application for consent under paragraph (b) of section 209	1	0	0
Application for confirmation of alienation,—			
In respect of every sale or mortgage where amount of consideration or loan does not exceed £1,000	1	0	0
Where consideration exceeds £1,000	2	0	0
In respect of every lease	1	0	0
In respect of any other instrument...	0	10	0
Certificate of confirmation			Nil
Certified copy of certificate of confirmation or of minute of refusal of confirmation	0	5	0
Recommendation of Board in respect of any matter	0	10	0
Application to summon meeting of owners under section 341 (to which cost of printing and circulation of notice must be added)	2	0	0
Consent of Board to transfer, lease, or sublease of land vested in or administered by the Board	0	10	0
Certificate of equitable interest	0	2	6
Confirmation of resolution of assembled owners			Nil
Copy of account of a trust (according to length of account) in the discretion of the President	0	5	0
		to	
		0	10
Affixing seal of Board to any document (where no other fee prescribed)	0	5	0
Inspection of any record	0	2	0
Hearing and other fees on inquiry by Board into any matter			(According to Native Land Court scale.)

## SECOND SCHEDULE.

Form No. 1.

APPLICATION FOR CONSENT OF BOARD UNDER SECTION 209.

(Regulation No. 21.)

*The Native Land Act, 1909.*

To the Maori Land Board for the Maori Land District.  
I, \_\_\_\_\_, hereby apply under section 209 of the Native Land Act, 1909, for the consent of the Board to the following alienation of Native land owned by more than ten owners:—

Nature of alienation:

Description of land proposed to be alienated:

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

[Signature of Applicant.]

Form No. 2.

APPLICATION FOR CONFIRMATION.

(Regulation No. 22.)

*The Native Land Act, 1909.*

To the Maori Land Board for the Maori Land District.

[Or To the Native Land Court.]

I, \_\_\_\_\_, hereby apply for confirmation of the alienation particulars whereof are set out hereunder:—

Name of land:

Date of execution of instrument of alienation:

Nature of alienation:

Natives alienating:

Person to whom alienation made:

Area of land:

Consideration or rental:

Government valuation: Amount— \_\_\_\_\_ Date— \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

[Signature of Applicant.]

Form No. 3.

DECLARATION IN SUPPORT OF APPLICATION FOR CONFIRMATION.

(Regulation No. 24.)

*The Native Land Act, 1909: Section 218.*

In the matter of an application made on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, to the Maori Land Board of the \_\_\_\_\_ Maori Land District [or to the Native Land Court] for the confirmation of an instrument of alienation of [part of] the land known as \_\_\_\_\_, made between [Naming the parties thereto, or such of them as are sufficient to identify the instrument], and executed on [State the day or days of execution].

I, \_\_\_\_\_, of \_\_\_\_\_, do solemnly and sincerely declare,—

1. That I am one of the parties to the above-mentioned instrument of alienation.
2. That the said instrument was duly executed by the Natives whose signatures appear thereon on the day or days specified in that behalf in the said instrument.
3. That on the date of the execution of the said instrument by any party thereto no party acquiring any interest under that instrument was precluded by the provisions of Part XII of the Native Land Act, 1909, from acquiring that interest.
4. That I am over the age of twenty-one years.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the Justices of the Peace Act, 1908.

Declared at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, before me,— [Signature.]

\_\_\_\_\_, a Justice of the Peace  
[or Solicitor of the Supreme Court].

[N.B.—Native Land Act, 1909, section 193 (1): "It shall not be lawful for any person to acquire any Native freehold land as the beneficial owner, lessee, or sublessee thereof, whether at law or in equity, and whether solely or jointly or in common with any other person, if the land so acquired by him, together with all other land (whether Native, European, or Crown land) held

by him as the beneficial owner, lessee, or sublessee thereof, whether at law or in equity, and whether solely or jointly or in common with any other person, exceeds a total area of three thousand acres calculated in manner hereinafter provided in this Part of this Act."

Section 204 (1): "In computing, for the purposes of this Part of this Act, the area of any land, every acre of first-class land shall be reckoned as seven and a half acres, and every acre of second-class land shall be reckoned as two and a half acres."

[Where the declaration is made on behalf of a body corporate, the foregoing form is to be used with such modifications as are necessary.]

Form No. 4.

CERTIFICATE OF CONFIRMATION.

(Regulation No. 26.)

*The Native Land Act, 1909: Section 219.*

At a sitting of the \_\_\_\_\_, held at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

WHEREAS the said Board [or Court], after due inquiry, is satisfied that the alienation purporting to be effected by the within deed has been effected in all respects in accordance with the law in force at the time of the execution thereof, and as to all matters upon which the said Board [or Court] is by law required to be satisfied, the said Board [or Court] hereby confirms the alienation (so far as it affects the shares of those persons whose names are written in the Schedule hereto) purporting to be effected by the within deed.

Given under the seal of the said Board [or Court] at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, in the presence of—

\_\_\_\_\_, President.  
\_\_\_\_\_, Member.  
[or Judge].

SCHEDULE.

Form No. 5 (to be lodged with Form No. 2).

APPLICATION FOR CONSENT OF THE GOVERNOR IN COUNCIL UNDER SECTION 230.

(Regulation No. 28.)

*The Native Land Act, 1909.*

To the Maori Land Board for the \_\_\_\_\_ Maori Land District.  
[Or To the Native Land Court.]

I, \_\_\_\_\_, hereby apply under section 230 of the Native Land Act, 1909, for the consent of the Governor in Council to the confirmation by the Board [or Court] of the instrument of alienation by way of security, particulars whereof are set out hereunder:—

Mortgagors: \_\_\_\_\_  
Mortgagees: \_\_\_\_\_  
Name of land: \_\_\_\_\_  
Area of land: \_\_\_\_\_  
Amount of mortgage: \_\_\_\_\_  
Government valuation: Amount—\_\_\_\_\_ Date—\_\_\_\_\_  
Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

[Signature of Applicant.]

Form No. 6.

TENDER FOR PURCHASE.

(Regulation No. 31.)

*The Native Land Act, 1909.*

To the President of the Maori Land Board for the \_\_\_\_\_ Maori Land District.  
I, \_\_\_\_\_, do hereby tender for the purchase of [Specify land], as notified by an advertisement published on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, in the *New Zealand Gazette*, in accordance with the said advertisement and the conditions and provisions of the said Act, and of the regulations made thereunder, at a price of \_\_\_\_\_.

I enclose the sum of \_\_\_\_\_ as part payment of the costs and expenses incidental to the purchase, and £ \_\_\_\_\_, being a deposit of five per centum of the price tendered.



[N.B.—Native Land Act, 1909, Section 193 (1): “It shall not be lawful for any person to acquire any Native freehold land as the beneficial owner, lessee, or sublessee thereof, whether at law or in equity, and whether solely or jointly or in common with any other person, if the land so acquired by him, together with all other land (whether Native, European, or Crown land) held by him as the beneficial owner, lessee, or sublessee thereof, whether at law or in equity, and whether solely or jointly or in common with any other person, exceeds a total area of three thousand acres calculated in manner hereinafter provided in this Part of this Act.”

Section 204 (1): “In computing, for the purposes of this Part of this Act, the area of any land, every acre of first-class land shall be reckoned as seven and a half acres, and every acre of second-class land shall be reckoned as two and a half acres.”]

[Where the declaration is made on behalf of a body corporate, the foregoing form is to be used with such modifications as are necessary.]

Form No. 9.

NOTICE OF ACCEPTANCE OF TENDER FOR PURCHASE (OR LEASE).

(Regulation No. 36.)

The Native Land Act, 1909.

To

You are hereby notified that your tender for the purchase [or lease] of \_\_\_\_\_, as described in an advertisement published in the *New Zealand Gazette* of the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, has been this day accepted, and you have been declared the purchaser [or lessee] thereof; and you are required, within thirty days after this date, to execute the contract for sale [or the lease].

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

(L.S.) \_\_\_\_\_, President.  
 \_\_\_\_\_, Member.

[This form to be altered, where necessary, to meet the requirements of each case.]

Form No. 10.

APPLICATION TO HAVE NATURE AND VALUE OF IMPROVEMENTS AND STATE AND CONDITION OF LAND RECORDED.

(Regulation No. 39.)

To the \_\_\_\_\_ District Maori Land Board.

I, [Full name], of [Address], hereby apply to have particulars of the nature and value of the improvements effected on Section \_\_\_\_\_, Block \_\_\_\_\_, and of the state and condition of the said land before the making of such improvements, recorded in terms of section 264 of the Native Land Act, 1909.

I enclose herewith a deposit of five pounds as payment or part-payment, as the case may be, of the costs and expenses incurred in ascertaining the particulars to be recorded.

If the expenses incurred exceed the amount deposited, I hereby undertake to pay the excess to the Board.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Enclosure : \_\_\_\_\_ [Signature of Lessee.]  
 Deposit, £5.

Form No. 11.

RECORD OF NATURE AND VALUE OF IMPROVEMENTS AND STATE AND CONDITION OF LAND UNDER SECTION 264 OF THE NATIVE LAND ACT, 1909.

(Regulation No. 42.)

I HEREBY certify that the following is a correct record of the nature and value of improvements made on the land comprised in the within lease, as at this date, and of the state and condition of the said land before the making of such improvements :—

Nature of Improvements effected on the Land.	Present Value of such Improvements.	Particulars of the State and Condition of the Land before the making of such improvements.
	£      s.      d.	

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

(L.S.) \_\_\_\_\_ President of the \_\_\_\_\_ District Maori Land Board.

Form No. 12.

APPLICATION TO SUMMON MEETING OF OWNERS UNDER PART XVIII OF THE NATIVE LAND ACT, 1909.

(Regulation No. 45.)

*The Native Land Act, 1909.*

To the Maori Land Board for the Maori Land District.  
 I [WE] hereby apply to the Board to summon a meeting of the owners of the for the purpose of considering the following proposed resolution:—

Dated at , this day of , 19 .

Applicant.

Form No. 13.

NOTICE OF MEETING OF OWNERS UNDER PART XVIII OF THE NATIVE LAND ACT, 1909.

(Regulation No. 48.)

*The Native Land Act, 1909.*

THE Maori Land Board for the Maori Land District hereby notifies that a meeting of the owners of will be held, in pursuance of Part XVIII of the Native Land Act, 1909, at on , the day of , 19 , at o'clock in the noon, for the purpose of considering the following proposed resolution:—

Dated at , this day of , 19 .

President.

Form No. 14.

PROXY-FORM TO BE USED AT MEETING OF OWNERS.

(Regulation No. 49.)

*The Native Land Act, 1909.*

I, , being an owner or trustee for an owner of the land called , do hereby appoint my proxy to attend and vote on my behalf at the meeting of owners of the said land to be held at on the day of , next, and at any adjournment thereof.  
 As witness my hand, this day of , 19 .

Witness to signature of the said

- , Solicitor of the Supreme Court.
- Or Justice of the Peace.
- Stipendiary Magistrate.
- Registered Medical Practitioner.
- Officiating Minister under Marriage Act, 1908.
- Member of Maori Land Board.
- Licensed Interpreter of First Grade.
- Postmaster.
- Teacher of a Native School under the Education Act, 1908.

Form No. 15.

MEMORIAL OF DISSENT FROM RESOLUTION OF ASSEMBLED OWNERS.

(Regulation No. 56.)

*The Native Land Act, 1909.*

To the Maori Land Board for the Maori Land District.  
 WE, the several persons whose signatures are attached hereto, being owners or trustees, or proxies for owners or for trustees of owners, of the land called or known as , do hereby dissent from the resolution passed at the meeting of the owners of the said land held at on the day of last—namely,—That

Dated this day of , 19 .

Witness to all signatures—

—, Representative of the above-named Board.

Form No. 16.

CONFIRMATION OF A RESOLUTION PASSED BY ASSEMBLED OWNERS.

(Regulation No. 59.)

*The Native Land Act, 1909.*

At a meeting of the Maori Land Board for the \_\_\_\_\_ Maori Land District held at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

WHEREAS at a meeting of the owners of the \_\_\_\_\_ Block, assembled, under the provisions of Part XVIII of the Native Land Act, 1909, at \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, the assembled owners resolved that

And whereas the Board has taken the said resolution into consideration, having regard to the public interest and to the interests of the owners, and whereas the said Board is satisfied that the said resolution is in accordance with law and is fit to be confirmed:

Now, therefore, the said Board doth hereby confirm the resolution set out above.

Given under the seal of the Maori Land Board for the \_\_\_\_\_ Maori Land District, in the presence of—

\_\_\_\_\_, President.  
\_\_\_\_\_, Member.

Form No. 17.

CERTIFICATE OF EQUITABLE INTEREST.

(Regulation No. 60.)

*The Native Land Act, 1909.*

THIS is to certify that \_\_\_\_\_, of \_\_\_\_\_, is entitled to an equitable interest equivalent to \_\_\_\_\_ shares out of a total of \_\_\_\_\_ shares in the block or parcel of land known as \_\_\_\_\_, and containing \_\_\_\_\_, which said land is vested in the Maori Land Board for the Maori Land District under the Native Land Act, 1909.

Given under the seal of the said Board, at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

(L.S.)

\_\_\_\_\_, President.  
\_\_\_\_\_, Member.

THIRD SCHEDULE.

CONTRACT OF SALE UNDER THE NATIVE LAND ACT, 1909: PART XIV.

(Regulation No. 37.)

MEMORANDUM of agreement made the [Date as on the day of execution by the Board] day of \_\_\_\_\_, nineteen hundred and \_\_\_\_\_, between the \_\_\_\_\_ District Maori Land Board, incorporated under the provisions of Part III of the Native Land Act, 1909 (hereinafter called "the Board"), of the one part, and \_\_\_\_\_, of \_\_\_\_\_ (hereinafter, together with his executors, administrators, or lawful assigns, called "the purchaser"), of the other part. Section 255.

Whereas the Native land described in the Schedule hereto is vested in the Board in fee-simple under and subject to the provisions of Part XIV of the Native Land Act, 1909:

Now these presents witness that in exercise of the powers vested in the Board by Part XIV of the said Act the Board hereby agrees to sell and the purchaser agrees to purchase all that parcel of land described in the Schedule hereto for a legal estate in fee-simple in possession, free from all incumbrances other than those specified in the said Schedule hereto, for the price of \_\_\_\_\_, of which amount the sum of \_\_\_\_\_ has already been paid by the purchaser to the Board (the receipt whereof is hereby acknowledged), and subject to the terms, covenants, and conditions following, that is to say:—

1. The balance of the said purchase-money (namely, the sum of \_\_\_\_\_) shall be paid by the purchaser to the Board by instalments in manner following, that is to say— Section 247.

2. The whole of the said purchase-money shall be fully paid not later than the first day of [Ten years from date of first payment of interest], nineteen hundred and \_\_\_\_\_ Section 247.

3. The purchaser shall pay interest at the rate of five per centum per annum on all purchase-money for the time being unpaid, and all such interest shall be payable by half-yearly payments on the first day of January and the first day of July in every year, and the purchaser shall on the Section 249.

first day of                    next after the date of these presents pay interest at the rate aforesaid for the period elapsing between the date of these presents and the said first day of

- Section 248. 4. The purchaser shall be entitled to the possession of the said land on the date of these presents, and shall be entitled to retain possession thereof so long as this agreement remains in force.
- Section 254. 5. Notwithstanding anything hereinbefore contained, the purchaser may at any time after the expiry of five years from the date of these presents pay to the Board the whole of the purchase-money then owing, although not yet due, together with interest at the rate aforesaid up to the day of payment, and the Board will receive the same.
- Section 256. 6. The purchaser may at any time and from time to time, if and as often as the Board is willing to receive the same, pay to the Board the whole or any part of the purchase-money then owing, although the same may not yet be due and payable; but no such payment shall entitle the purchaser to a transfer of the land, or relieve him from the requirements of Part XIV of the Native Land Act, 1909, as to residence, improvements, or otherwise, until the expiry of five years from the date of this contract.
- Section 254. 7. At any time after the expiry of five years from the date of these presents, and while this agreement still remains in force, the purchaser shall be entitled, at his own cost if he has paid the whole of the purchase-money, together with interest at the rate aforesaid up to the date of payment, to a transfer of the fee-simple of the said land in pursuance of this agreement.
- Section 252. 8. Without the consent of the Board first obtained in writing, the purchaser will not at any time before the said land has been so transferred to him commit or suffer to be committed any waste of the land whether by extracting minerals, or in any other manner whatsoever, or do or suffer to be done any other act whereby the value of the land may be diminished.
- Section 250. 9. Within                    years after the date of these presents the purchaser or the person entitled for the time being to the possession of the said land shall begin to reside thereon, and shall at all times thereafter continuously reside thereon until this agreement has been completed by a transfer of the fee-simple of the land.
- Section 251. 10. The purchaser will put upon the said land substantial improvements of a permanent nature within the meaning of the Land Act, 1908, or any amendment thereof for the time being in force, and the improvements so put by him upon the said land shall amount within one year after the date of these presents to ten per cent. of the total purchase-money aforesaid, and within two years after the said date to twenty per cent. of the said purchase-money, and within five years after the said date to thirty per cent. of the said purchase-money.
- Section 251. 11. The purchaser will at any time and from time to time, whenever so required by the Board, make and deliver to the Board a statutory declaration as to the value of the improvements so put by him upon the said land.
- Section 268. 12. The purchaser will not assign, or do any act purporting to assign (otherwise than by way of mortgage), his interest in the land, or any part thereof, or the benefit of his contract of purchase, nor will he let or part with the possession of the land or any part thereof, or do any act purporting to let or part with the possession of the land or any part thereof, until (in any of those cases) he has resided continuously on the land for a period of not less than one year, nor, except, with the precedent permission of the Board in writing, at any time thereafter, before the land has been transferred to the purchaser in fee-simple in pursuance of this agreement.
13. The purchaser will within                    years from the date of this agreement erect a good and substantial fence on the boundaries of the said land, or upon any of those boundaries on which no such fence now exists, and any such fence so erected by the purchaser shall be computed as part of the improvements to be effected by the purchaser in accordance with the foregoing provisions of this agreement.
14. The purchaser will not at any time before the said purchase has been completed by a transfer of the fee-simple of the land call upon or compel the Board to contribute to the cost of erecting, repairing, or maintaining any boundary fence which may now or hereafter be erected as a dividing fence between the said land and any land adjacent thereto in which the Board may have any estate or interest: Provided always that this provision shall not enure for the benefit of any occupier other than the Board of land so adjacent as aforesaid to the land hereby agreed to be sold so as to deprive the purchaser of any rights which he might otherwise have against such occupier.
15. The purchaser will at all times before this agreement has been completed by the transfer of the fee-simple of the land keep the land clear from all noxious weeds, and will not permit any gorse or furze to spread thereon; and will keep all live fences on the said land properly cut and trimmed.
- Section 253. 16. If the purchaser at any time makes default for three months in the payment of any purchase-money or interest due by him under this agreement, or if he fails to observe and perform any of the requirements of Part XIV of the Native Land Act, 1909, or any of the terms, covenants, or conditions of this agreement, the Board may give to the purchaser, or send to him by registered letter addressed to his last-known place of business or abode, a notice in writing specifying the



default or failure complained of, and stating the intention of the Board to cancel this agreement; and on the expiration of one month after the notice is so given or sent the Board may by resolution, without any other notice whatever (but subject to the powers of the Supreme Court to grant to the purchaser relief against such cancellation and forfeiture), cancel this agreement, and all purchase-money and interest theretofore paid by the purchaser shall be forfeited.

17. It is hereby agreed and declared that this agreement is made between the parties thereto under the provisions of section 244 of the Native Land Act, 1909, and that all the provisions of Part XIV of the said Act shall, so far as applicable, apply thereto accordingly, whether expressed herein or not, and that this agreement shall in all respects be so construed as to be consistent with the provisions of the said Act.

In witness whereof these presents have been executed under the seal of the said District Maori Land Board and under the hand of the said [Name of purchaser], the day and year first before written.

THE SCHEDULE.

[Description of Land.]

The seal of the District Maori Land Board was hereunto affixed, this day of 19 , in the presence of—

(L.S.)	Name :	}	President of the said Board.
	Address :		
	Occupation :		
	Name :	}	A member of the said Board.
	Address :		
	Occupation :		

Signed by the said , as purchaser, in the presence of—

Name :  
Address :  
Occupation :

FOURTH SCHEDULE.

MEMORANDUM OF LEASE UNDER THE NATIVE LAND ACT, 1909: PART XIV.

(Regulation No. 38.)

THE District Maori Land Board, incorporated under the provisions of Part III of the Native Land Act, 1909, and hereinafter called "the Board," being registered as the proprietor of an estate in fee-simple (subject, however, to such incumbrances, liens, and interests as are notified by memorandum underwritten or indorsed hereon) in the land described in the Schedule hereto, doth hereby, in exercise of the powers vested in the Board by Part XIV of the said Act, lease to , of (hereinafter together with his executors, administrators, and lawful assigns called "the lessee"), all the said land, to be held by him the said as tenant, for the term of years computed from the day of , nineteen hundred and , at the yearly rent of , subject to the following covenants, conditions, and restrictions:—

1. The said rent shall be payable by equal half-yearly payments, in advance, on the day of and the day of in each year, the first of such payments having been already made for the first half-year of the said term, the receipt whereof is hereby acknowledged.

2. The lessee will during the said term pay the said rent in manner aforesaid, and will also during the said term duly and punctually pay all rates, taxes, charges, or assessments (other than landlord's land-tax) which during the said term may be payable in respect of the said land.

3. The lessee will not assign, sublet, or part with the possession of the said land or any part thereof, or do any act purporting to assign, sublet, or part with the possession of the said land or any part thereof (otherwise than by way of mortgage), until he has resided continuously on the said land for a period not less than one year, nor, except with the precedent permission of the Board in writing, at any time thereafter. Section 268.

4. The lessee will at all times during the continuance of the term hereby created cultivate, use, and manage in a proper and husbandlike manner all such parts of the land hereby demised as are or shall be broken up or converted into tillage, and will not at any time waste or impoverish the said land or any part thereof.

5. The lessee will at all times keep the demised premises free from all noxious weeds, and will not permit to spread thereon any gorse or furze, and will at all times keep properly cut and trimmed all live hedges and fences.

6. The lessee will at all times keep in good and tenantable order and repair all fences, buildings, and structures existing on the demised premises at the commencement of the term hereby

created (damage by fire excepted), and will at the expiry or sooner determination of the term hereby created deliver up the said land, with all such fences, buildings, and structures in such repair as aforesaid (damage by fire excepted).

7. The lessee will not at any time call upon or compel the Board to contribute to the cost of erecting, repairing, or maintaining any boundary fence which may now or hereafter be erected between the land hereby demised and any land adjacent thereto in which the Board may have any estate or interest: Provided always that this provision shall not enure for the benefit of any occupier other than the Board of land so adjacent as aforesaid to the land hereby demised so as to deprive the lessee of any rights which he might have (but for this covenant) against such occupier.

Section 263.

8. The lessee shall be entitled on the termination by effluxion of time of the term hereby created [or on the termination by effluxion of time of any renewed term created under the covenant for renewal herein contained (whichever shall last happen)] to compensation for all substantial improvements of a permanent character (as defined by the Land Act, 1908, or any other Act amending the same or substituted therefor and in force at the time when the improvements are effected) which are put upon the land during the continuance of the term hereby created [or of any renewal thereof as aforesaid] and are unexhausted on the said termination of such term or renewed term. *[This and the three following clauses to be omitted if no right to compensation. Words in brackets to be omitted if no right of renewal.]*

9. The amount of the said compensation shall not constitute a debt payable by the Board to the lessee, but shall constitute a charge on the land demised and upon all revenues received therefrom by the Board after the termination of the said term [or renewed term], and the said charge shall be enforceable in accordance with the provisions of section 263 of the Native Land Act, 1909.

10. For the purpose of determining the amount of compensation to which the lessee is so entitled the said improvements shall on the said expiration of the said term [or renewed term] be valued by two valuers, one to be named by the Board and the other by the lessee, and in case of their disagreement, then by an umpire to be chosen by the valuers previously to entering upon the consideration of the matters referred to them. The valuers or their umpire shall have power to decide any question which may arise in the course of their valuation, and in particular any question as to what improvements are proper subjects of valuation according to the true intent and meaning of these presents. Every such reference to valuers shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act, 1908.

11. If and as often as the lessee makes or proposes to make any such improvements as aforesaid on the land hereby demised, he shall be entitled on application to the Board to have particulars of the nature of those improvements, and of the state and condition of the land before the making of those improvements, recorded by the Board in manner for the time being prescribed by regulations made by the Governor in Council in pursuance of the Native Land Act, 1909, and every such record will be permanently preserved by the Board in accordance with the said Act.

12. The Board may at all times and from time to time during the continuance of the term hereby created enter on the land hereby demised and on any part thereof by its agents, officers, or servants, or by any member of the Board, for the purpose of viewing the state and condition thereof.

13. There are hereby excepted and reserved to the Board from this demise all coal, lignite, stone, clay, kauri-gum, gold, mineral oil, and other metals or minerals whatsoever in or upon the land hereby demised, with full power and liberty for the said Board, its agents, servants, grantees, or licensees, to enter upon the said land for the purpose of searching for, working, getting, and carrying away all such metals, minerals, and other things so reserved as aforesaid, and for this purpose to make such roads, erect such buildings, sink such shafts, and do all such other things as may be necessary; but the Board shall pay compensation to the lessee for all loss or damage caused to the lessee by the exercise of any such powers. The amount of any such compensation shall, in default of agreement, be determined by two arbitrators or their umpire in accordance with the provisions of the Arbitration Act, 1908, and these presents shall for this purpose be deemed to be a submission to arbitration within the meaning of the said Act.

14. If any rent hereby reserved remains unpaid for the space of twenty-one days after the time hereby appointed for payment thereof, whether the same has been legally demanded or not, or if the lessee commits any other breach or non-observance of the covenants or conditions of this lease, then and in any of those cases the Board may re-enter upon the premises hereby demised, and the same have again, repossess, and enjoy as of its former estate; but such re-entry shall not prejudice the right of the Board to recover any rent then due and payable, or any right of distress, action, or suit that may have arisen under these presents or by law prior to such re-entry.

Section 262.

15. On the written request of the lessee made not more than one year and not less than three months before the expiration of the term hereby created, and if there shall not at the time of such request be any existing breach or non-observance of any of the covenants on the part of the lessee herein contained, the Board will at the expense of the lessee grant to him a lease of the demised premises for the further term of \_\_\_\_\_ years from the expiration of the said term at the yearly

rent of \_\_\_\_\_, and containing the like covenants and provisions as are herein contained, with the exception of the present covenant for renewal, the lessee on the execution of such renewed lease to execute a counterpart thereof. [*This clause to be struck out if no right of renewal.*]

16. It is hereby agreed and declared that this lease is made between the parties hereto under the provisions of section 257 of the Native Land Act, 1909, and that all the provisions of Part XIV of the said Act shall, so far as applicable, apply thereto accordingly whether expressed herein or not, and that this lease shall in all respects be so construed as to be consistent with the provisions of the said Act.

17. None of the covenants or powers directed to be implied in leases by section 98 or section 99 of the Land Transfer Act, 1908, shall be implied herein.

I, \_\_\_\_\_, of \_\_\_\_\_, do hereby accept this lease of the said land, to be held by me as tenant, subject to the conditions, restrictions, and covenants above set forth.

Dated this [*Date as of day of execution by Board*] day of \_\_\_\_\_, nineteen hundred and \_\_\_\_\_ Section 266.

THE SCHEDULE.

[*Description of Land.*]

The seal of the \_\_\_\_\_ District Maori Land Board was hereunto affixed, this \_\_\_\_\_ day of \_\_\_\_\_, nineteen hundred and \_\_\_\_\_, in the presence of—

(L.S.)	Name :	}	President of the said Board.
	Address :		
	Occupation :		
(L.S.)	Name :	}	A member of the said Board.
	Address :		
	Occupation :		

Signed by the said \_\_\_\_\_, as lessee, in the presence of—

Name : \_\_\_\_\_  
Address : \_\_\_\_\_  
Occupation : \_\_\_\_\_

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

The first part of the paper is devoted to a discussion of the general principles of the theory of the structure of the atom. It is shown that the structure of the atom is determined by the laws of quantum mechanics, and that the structure of the atom is determined by the laws of quantum mechanics.

The second part of the paper is devoted to a discussion of the general principles of the theory of the structure of the atom. It is shown that the structure of the atom is determined by the laws of quantum mechanics, and that the structure of the atom is determined by the laws of quantum mechanics.

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