

1882.
NEW ZEALAND.

LEASING OF LAND IN THE LAND DISTRICT OF NELSON

(AMENDED REGULATIONS FOR THE).

Presented to both Houses of the General Assembly in pursuance of Section 169 of "The Land Act, 1877."

AMENDED REGULATIONS FOR THE LEASING OF LAND IN THE DISTRICT OF NELSON.

Appendix E. "Land Act, 1877."

ARTHUR GORDON, Governor.

IN pursuance of the powers and authorities in me vested by the one hundred and sixty-ninth section of "The Land Act, 1877," I, Arthur Hamilton Gordon, the Governor of the Colony of New Zealand, do hereby declare that, from and after the thirty-first day of December next, the regulations for the Land District of Nelson, which were made on the ninth day of December, one thousand eight hundred and seventy-eight, and on the fourteenth day of June, one thousand eight hundred and eighty, and published in the *New Zealand Gazette*s of the twelfth day of December, one thousand eight hundred and seventy-eight, No. 124, and the seventeenth day of June, one thousand eight hundred and eighty, No. 62 respectively, shall be rescinded. And, in pursuance of the like powers and authorities, I do hereby make the following amended regulations for the Land District of Nelson aforesaid, to come into operation on the first day of January, one thousand eight hundred and eighty-two.

LEASES UNDER APPENDIX E OF "THE LAND ACT, 1877."

1. All persons desiring leases of unoccupied portions of Crown lands (not exceeding 320 acres) shall lodge with the Commissioner of Crown Lands an application and description thereof in the form or to the effect of the First Schedule hereto, and shall, at the time of lodging such application, pay to the Receiver of Land Revenue a deposit of 1s. 9d. per acre towards the expense of the survey for every acre of the land so applied for. No deposit in any case shall be less than £1.

2. The deposit so paid shall be placed to the credit of the applicant, and applied, first, towards the expenses of such survey and the publication of the notice hereafter mentioned, and if there shall be any surplus the same shall be applied towards the payment of any rent payable in respect of the land applied for.

3. If the application is refused by the Board, the amount of deposit paid in respect of such application shall be repaid to the applicant.

4. Before any application for a lease shall be granted by the Board, the Commissioner shall publish in some newspaper circulating in the district, once in each week for two consecutive weeks, a notice setting forth particulars of the application in such form as the Commissioner shall consider best.

5. All sections of land to be leased shall, as far as the features of the country will admit, and, except in the case of natural boundaries, be of a rectangular form, and no section shall be laid off in such manner as, in the opinion of the Board, to render less available for sale or lease, or injuriously to affect in value any other Crown lands.

6. As soon as conveniently may be after the survey and determination of the rent, a lease executed by the Commissioner may be issued by the Board to the applicant, but no lease shall be executed by the Commissioner until the Board has approved thereof. The lessee shall then execute a counterpart thereof, and pay for such lease the sum of £1 10s. Every lease shall be in the form or to the effect in the Second Schedule hereto, and contain the covenants and provisions therein set forth.

7. If any applicant shall withdraw his application, or shall fail to sign and execute the counterpart of his lease for the space of three calendar months after notice shall have been given that the same is ready for signature, he shall forfeit his right to such lease, as well as any deposit he shall have paid at the time of making his application. Any such notice may be delivered personally, or sent by post, addressed to the last known place of abode or business of the applicant, or published in some newspaper circulating in the district.

8. It shall be lawful for the Board, at any time before the execution of any such lease, to exclude from the land proposed to be comprised therein any land which to them may appear suitable for any of the

purposes, whether temporary or permanent, for which Crown lands may from time to time be reserved according to any law for the time being in force.

9. Particulars of every assignment whereby the land demised by any lease or any part thereof, or the estate or interest of the lessee therein, is transferred, shall be recorded in such manner as the Commissioner thinks best, and the instrument of transfer shall be produced to the Commissioner for that purpose within one month from the date thereof. Upon recording any assignment the Commissioner shall indorse on the instrument of transfer a certificate or memorandum that the same has been recorded, and there shall be paid in respect of any such certificate or memorandum a fee after the rate of 10s. for the first one hundred acres or fractional part of one hundred acres, and 1s. additional fee for each additional one hundred acres or fractional part of one hundred acres so recorded: Provided that no assignment or transfer of a part of a leasehold shall be made, and no assignment or transfer of the entirety of a leasehold shall take effect, without the consent of the Crown Lands Commissioner.

10. All rents or moneys payable under or in respect of any lease shall be due and paid annually in advance on the first day of January in each year of the term of lease: Provided always that one full year's rent shall be paid at the time of issue on all leases issued prior to the thirtieth day of June in any year, and one-half year's rent shall be paid on leases issued subsequent to the thirtieth day of June in any year.

FIRST SCHEDULE.

APPLICATION FOR LEASE.

To the Commissioner of Crown Lands for the Land District of Nelson.

I HEREBY apply for a lease under Appendix E of "The Land Act, 1877," of the land the particulars of which are as follow:—

| | |
|--------------|--------------------|
| District: | Signature in full: |
| Boundaries: | Residence: |
| Description: | Occupation: |
| Acreage: | Date: |
| Deposit: £ | |

SECOND SCHEDULE.

THIS deed made the day of , in the year of our Lord one thousand eight hundred and eighty- , between Her Most Gracious Majesty Victoria, of the United Kingdom of Great Britain and Ireland, Queen, of the one part, and , who and whose heirs, executors, administrators, and assigns, is and are, unless where the context requires a different construction, styled the lessee, of the other part:

Whereas the lessee has made application to the Land Board of the Land District of Nelson for a lease of the Crown lands hereinafter demised, under and by virtue of and subject to the terms and conditions imposed by "The Land Act, 1877," and the Appendix E thereto and the regulations made thereunder respectively: And whereas the lessee has complied with the regulations and conditions, and has paid the deposit by the said regulations required: And whereas the said Board has assessed the said land at its value to sell, as provided by section eight of Appendix E to the said "Land Act, 1877," and the same is assessed at pounds: Now this deed witnesseth that, in consideration of the rents hereinafter reserved, and the covenants on the lessee's part hereinafter contained, Her Majesty the Queen doth hereby demise and lease unto the lessee all that as the same is delineated on plan drawn hereon, bordered red, together with the appurtenances, to hold the same unto the lessee, subject to "The Land Act, 1877," and the said Appendix E thereof, and to any amendments thereof respectively, and of any Act or law passed for the like purpose, and to any regulations made thereunder respectively, and to the terms and conditions applicable to or directed to be implied in leases by any law or ordinance for the time being, for the term of fourteen years from the day of , one thousand eight hundred and eighty- , yielding and paying therefor yearly and every year during the said term the annual rent or sum of sterling, payable in advance on the first day of January in every year.

Except and always reserved out of this demise unto Her Majesty, her heirs, successors, and assigns, all mines, minerals, in, under, or upon the said demised premises, with full and free liberty of ingress, egress, and regress for her or their agents, servants, and workmen, and her and their lessees and licensees, and all other persons whomsoever, holding a license or authority from the Governor or from the Minister of Lands, with or without horses, carts, carriages and other vehicles, into, through, and over the said land and premises, to search for and work the said mines and minerals, and to sell, carry away, and dispose of the same, and to make all necessary and convenient roads for such purposes.

And also excepted and always reserved out of this lease, unto Her Majesty, her heirs, successors, and assigns, the right to lay out and construct through and over the said lands hereby demised such roads, other than the roads before mentioned, as by Her Majesty, her heirs, successors, and assigns, or the Government of the colony, or the Minister of Lands, may be deemed necessary for the public benefit, without any compensation being made therefor, other than the reduction of the rent hereinafter mentioned.

Provided also that the lands taken for the purpose of such roads, other than the roads for access to mines before mentioned, shall not exceed the proportion of five acres for every hundred acres herein comprised.

Provided also that the rent hereby reserved shall, whenever any part of the said land shall be taken for such roads, be reduced at the rate of ten per centum for every acre or part of an acre so taken.

And the lessee covenants with Her Majesty, her heirs, successors, and assigns, that the lessee shall not, nor will, during this demise, assign, underlet, or otherwise dispose of or part with the

possession of the demised premises or any part thereof, or of his or their interest therein, otherwise than by will; but the lessee may, with the consent in writing of the Commissioner of Crown Lands of the Land District of Nelson first had and obtained, assign the lessee's estate and interest in the entirety of the leasehold premises hereby demised: Provided that such license or consent shall not extend or be construed to extend to any future assignment unless so expressed.

Provided nevertheless that consent to any assignment as aforesaid shall not be withheld, if at the time of applying for such consent the covenants and conditions of this lease shall be fully observed and performed; and the lessee shall pay all rents in arrear, and any fee which for the time being is by any regulation or law required to be paid for any certificate or memorandum that such assignment has been recorded by the Commissioner of Crown Lands.

And the lessee further covenants with Her Majesty, her heirs, successors, and assigns, that if at any time during this demise the rent thereby reserved, or any part thereof, shall be in arrear and unpaid for six calendar months, the lessee will pay a fine equal to one-fourth of the rent so in arrear: Provided nevertheless that this covenant shall not prejudice the rights and remedies of Her Majesty, her heirs, successors, and assigns, under the power of re-entry hereinafter contained.

Provided always, and it is expressly agreed, that if the rent hereby reserved, and the said fine or any part thereof respectively, shall remain unpaid on the thirty-first day of December in any year, such lease shall be *ipso facto* void, and (although no formal demand shall have been made thereof) in case of the breach or non-performance of any of the covenants and agreements herein contained or implied on the part of the lessee, then, and in either of such cases, it shall be lawful for Her Majesty the Queen, her heirs, successors, or assigns, at any time thereafter, into and upon the said demised premises, or any part thereof, in the name of the whole, to re-enter, and the same to have again, re-possesses, and enjoy as of her or their former estate, and such re-entry shall operate to release and discharge the lessee's estate and interest at law and in equity to the demised premises, anything herein contained to the contrary notwithstanding; but such re-entry shall not release the lessee from any rent in arrear, or from liability for any breach of covenant: Provided that no covenants whatever shall be implied herein on the part of Her Majesty the Queen, or the Land Board respectively.

In witness whereof these presents have been executed by or on behalf of the parties hereto, the day and year first above written.

OCCUPATION LICENSES, MINERAL LEASES, ETC.

All persons desiring occupation licenses, timber licenses, prospecting licenses, or mineral leases of Crown lands, within the Nelson Land District, shall advertise their intention to apply to the Land Board of the district for such licenses or leases, describing the area and boundaries thereof, in at least one newspaper circulating in the locality wherein the land is situate, and a copy of the newspaper containing a notice of the intention to make such application shall be posted by the applicant to the Commissioner of Crown Lands at Nelson.

All persons desiring occupation licenses, timber licenses, or prospecting licenses shall, at the time of lodging the application, pay a fee or deposit of £1 to the Receiver of Land Revenue for such license; and if any applicant shall withdraw his application, or shall refuse or neglect to pay the rent due thereon for the space of three calendar months after notice that the license is ready for issue, such applicant shall forfeit his right to such license, and the fee deposited as aforesaid shall also be forfeited: Provided always that should the license be refused by the Land Board such deposit shall also be returned to the applicant.

Any person to whom an occupation license, timber license, prospecting license, or mineral lease shall have been granted by the Land Board shall pay a fee of £1 sterling to the Commissioner of Crown Lands at Nelson for recording any renewal of license or any transfer of such lease or license which the holder of the same may wish to make, in addition to any fees that may be payable thereon.

As witness the hand of His Excellency the Governor, at Wellington, this twenty-sixth day of October, one thousand eight hundred and eighty-one.

WM. ROLLESTON,
Minister Lands.

