

Serial Number **233/1937.**



**THE LOCAL AUTHORITIES ENDOWMENTS (SMALL FARMS)  
LEASING REGULATIONS 1937.**

Enacting authority : His Excellency the Governor-General in Council.  
Act pursuant to which the regulations were made : The Small Farms  
(Relief of Unemployment) Act, 1932-33.

Date on which the regulations were made : 8th day of September, 1937.

Date of notification in *Gazette* : 16th day of September, 1937.

**REGULATIONS.**

1. These regulations may be cited as the Local Authorities Endowments (Small Farms) Leasing Regulations 1937.

2. These regulations shall be read in conjunction with the Small Farms Act Regulations, 1933, made on the 19th day of June, 1933.\*

3. These regulations shall come into force on the 1st day of October, 1937.

4. These regulations shall apply to the leasing of all local authorities endowment lands which have or hereafter may be made the subject of agreements entered into pursuant to section 2 of the Small Farms (Relief of Unemployment) Amendment Act, 1933.

5. In these regulations, unless inconsistent with the context,—

“ The said Act ” means the Small Farms (Relief of Unemployment) Act, 1932-33 :

“ The said Amendment Act ” means the Small Farms (Relief of Unemployment) Amendment Act, 1933 :

“ The Board ” means the Board constituted by section 4 of the said Act :

“ Commissioner ” means the Commissioner of Crown Lands for the land district in which the said land is situated :

“ The said land ” means any endowment land to which these regulations apply :

“ The local authority ” means the particular local authority in which is vested the said land.

6. Every lease issued pursuant to these regulations shall be in the form set forth in the Schedule hereto, and shall be accepted by the lessee subject to these regulations and to the provisions of section 2 of the said Amendment Act :

Provided that no such lease shall be invalidated by verbal variations of the form so set forth or by the omission of any clause or clauses or the addition of any special clause or clauses where such clause or clauses have been approved by the Board.

\* *Gazette*, 22nd June, 1933, Vol. II, page 1649.

Previous amendment : *Gazette*, 31st August, 1933, Vol. II, page 2127.

7. Every such lease shall be prepared by the Commissioner in triplicate, and shall be registered in accordance with the provisions of the Land Transfer Act, 1915.

8. Every such lease shall be executed by the Commissioner for and on behalf of His Majesty the King and of the Board.

9. The Commissioner may, with the consent of the Board, accept the surrender of the whole or any portion of the land comprised in any such lease.

10. The Board may make advances to a lessee of the said land for any of the purposes provided for in the said Act or any amendment thereof; and all the provisions of the said Act and of any regulations thereunder shall apply to the securing of such advances:

Provided that in respect of amounts expended by the Board in preparing the said land for occupation by a lessee, the Board, in lieu of securing such amounts by way of mortgage, shall require the lessee to repay such amounts by instalments of principal and interest spread over the term of the lease, or such shorter period as the Board may determine.

11. In any mortgage securing advances made to any lessee pursuant to the last preceding regulation, the lessee shall irrevocably appoint the Commissioner to be his attorney to execute upon his behalf any further mortgage or mortgages which the Commissioner may deem necessary consequent upon the issue of any renewal of the lease or upon the issue by the local authority of any new lease pursuant to the requirements of section 2 (3) of the said Amendment Act.

12. The lessee under any lease of the said land shall take up residence on the land comprised in his lease within such time as may be notified to him by the Commissioner, and thereafter throughout the whole of the term of his lease or any renewal thereof shall reside thereon continuously.

13. The lessee under any lease of the said land shall not transfer, assign, sublet, mortgage, charge, or part with possession of the land comprised in his lease or any part thereof without the consent of the Board.

14. Upon any application by a lessee to the Board to consent to the transfer, assignment, or sublease of his interest under a lease of the said land, or upon the reoffering for lease of the said land after a lessee has decided not to take a new lease of the said land for a further term, or after the termination or other determination of the interest of a lessee in the said land, the Board shall determine whether, having regard to the provisions of section 8 (2) of the said Act, the proposed transferee, assignee, sublessee, or new lessee, as the case may be, is a suitable person.

#### SCHEDULE.

SUBLEASE OF LAND UNDER SECTION 2 OF THE SMALL FARMS (RELIEF OF UNEMPLOYMENT) AMENDMENT ACT, 1933, AND THE LOCAL AUTHORITIES ENDOWMENT (SMALL FARMS) LEASING REGULATIONS 1937.

No. ...

WHEREAS His Majesty the King (who with his heirs and successors is hereinafter referred to as "the Lessor") is registered as the proprietor of an estate of leasehold subject, however, to such encumbrances, liens, and interests as are notified by memoranda underwritten or endorsed hereon, in all that piece of land situated in the ..... of ..... containing ..... be the same a little more or less:

*Local Authorities Endowments (Small Farms) Leasing*    845  
*Regulations 1937.*

And whereas the land above described (hereinafter referred to as "the said land") is part of land which has been acquired by the Lessor for an estate of leasehold under and by virtue of a memorandum of lease from the ..... and recorded in the ..... Registry at Volume ... folio under No. ... which said lease was entered into pursuant to the powers in that behalf conferred by section 2 of the Small Farms (Relief of Unemployment) Amendment Act, 1933 (hereinafter referred to as "the said Act"):

And whereas ..... of ..... (who with ..... executors administrators and permitted assigns is hereinafter referred to as "the Lessee") has applied to the Lessor for a sublease of the said land under the said Act and the Local Authorities Endowment (Small Farms) Leasing Regulations 1937 (hereinafter referred to as "the said regulations"):

And whereas there are now situate on the said land the improvements specified in the Schedule hereto the value whereof has been duly ascertained to be the sum therein mentioned:

And whereas pursuant to the said Act and the said regulations the said sum together with interest thereon at the rate of ..... per centum per annum computed from the first day of ..... one thousand nine hundred and thirty ..... is payable by the Lessee by the respective instalments and on the respective dates mentioned in the Schedule hereto:

And whereas the capital value of the said land apart from the said improvements is .....

Now therefore the Lessor doth hereby lease to the Lessee all the said land to be held by him the said Lessee as tenant for the space of ... years to expire at midnight on the ..... day of ..... one thousand nine hundred and ..... : Yielding and paying therefor during the said term unto the Receiver of Land Revenue for the Land District of ..... free from all deductions whatsoever the clear annual rent of ..... computed from the first day of ..... one thousand nine hundred and ..... and payable in manner following that is to say:—

- (a) By a payment of ..... before the execution of these presents such payment (which has been duly made) being in respect of rent in advance for the first half year computed as aforesaid together with rent for the period elapsing between the date of this lease and the said first half year; and also
- (b) By the payment thereafter of ..... half-yearly in advance on the first day of January and the first day of July in each and every year during the said term the first of such payments to become due and to be made on the first day of ..... one thousand nine hundred and ..... And also paying in respect of the value of the said improvements specified in the Second Schedule hereto unto the aforesaid Receiver the respective instalments specified in that Schedule at the dates therein respectively mentioned in that behalf.
- (c) On the application of the Lessee and with the written consent of the Commissioner of Crown Lands the Lessee may make payments monthly in advance on account of the said rent and instalments in lieu of payments half-yearly as provided in subclause (b) hereof.

Subject to the following covenants conditions and restrictions:—

1. Subject to the provisions of the said regulations the Lessee will reside continuously on the demised land from the date of this lease.
2. The Lessee will put on the demised land substantial improvements as under:—

For the purposes of this lease substantial improvements shall mean and include all substantial improvements of a permanent character as defined in section 2 of the Land Act 1924 with the addition of permanent pasture.

3. That the Lessee will fully and punctually pay the rent hereby reserved at the times and in the manner hereinbefore named in that behalf.

4. With reference to the improvements which have been valued separately as aforesaid and the instalments in respect of the value thereof as specified in the Second Schedule hereto the following special provisions shall apply:—

- (a) The Lessee shall fully and punctually pay the said instalments at the times and in the manner specified in the said Second Schedule hereto: Provided that he may at any time pay the whole or any less number of the then further instalments under a duly proportionate rebate of interest.

- (b) So long as any such instalment remains unpaid the Lessee shall at his own cost in all things insure any buildings included in the said improvements and keep them insured in the name of the Lessor in an amount equal to the full insurable value thereof in the State Fire Office or some other reputable insurance office to be first approved by the Commissioner of Crown Lands (hereinafter referred to as "the Commissioner").
  - (c) The Lessee shall deposit with the Commissioner the policy of such insurance forthwith upon effecting the same and shall also duly pay all premiums in respect thereof and deposit with him each premium-receipt not later than the forenoon of the day on which such premium becomes payable.
  - (d) If the Lessee at any time fails or neglects duly to effect or keep on foot such insurance or duly to pay any such premium or deposit such policy or receipt it shall be lawful for but not obligatory on the Commissioner at the cost in all things of the Lessee to effect such insurance in such sum as aforesaid or in any other sum or to pay such premium as he thinks fit.
  - (e) In the event of the buildings so insured or any of them being destroyed or damaged by fire all moneys payable to the Lessor under the insurance shall be recoverable by the Commissioner who after deducting the expense (if any) incurred in recovering the same shall, as the Minister of Lands may determine, apply the residue thereof or a sufficient part thereof either in or towards restoring the buildings or in or towards paying the unpaid instalments (a due rebate of interest being made in the case of instalments not then due).
  - (f) Every such instalment as it becomes due and every sum paid by the Commissioner in respect of cost of insurance shall be payable by and may be recovered from the Lessee in the same manner as rent.
5. The Lessee will pay all rates taxes and assessments levied on or payable in respect of his occupation of the demised land during the said term.
6. The Lessee will hold and use the said land *bona fide* for his own benefit and will not transfer assign sublet mortgage charge or part with possession thereof or any part thereof without the previous written permission of the Commissioner.
7. The Lessee will at all times during the said term maintain and keep in good repair and condition to the satisfaction of the Commissioner all the improvements specified in the Second Schedule hereto and all buildings fences and improvements of whatsoever kind or nature now or hereafter to be erected constructed or effected upon the said land.
8. The Lessee will whenever necessary or whenever called upon by the Commissioner to do so properly clean and clear from weeds and will at all times during the said term keep open all creeks drains ditches and water courses now or hereafter upon the said land and the Commissioner shall have the power to enter upon at any time and make through the said land any drain that he deems necessary without payment of any compensation to the Lessee.
9. The Lessee will clear and keep clear the said land of all blackberry gorse tall fescue and other noxious weeds and from rabbits or other noxious vermin and will not carry on or permit to be carried on upon the land any noxious noisome or offensive trade or business.
10. The Lessee will not run or permit to run at large on the said land in the vicinity of any drain or plantation any cattle horses sheep or other stock unless and until such drain or plantation has been securely fenced or otherwise safeguarded against damage by such stock.
11. The Lessee will not permit any untreated sewage to pass or escape into any drain upon the said land or upon adjacent lands.
12. The Lessee will throughout the said term farm and manage the said land diligently and in a husbandlike manner.
13. The Lessee will not sink upon the said land any artesian bore or well without the previous written consent of the Commissioner and shall control to the satisfaction of the Commissioner the flow of water from any artesian bore or well now or hereafter sunk upon the said land.
14. If and as often as the Lessee shall desire to make any improvements upon in or about the said land (other than the improvements required by clause 2 hereof) he shall give notice in writing to the Commissioner describing the improvements intended to be made and requesting the Commissioner to give his written

consent to the making of same and in case the Lessee shall make any improvements upon the said land without first giving the said notice and receiving the said consent then he shall not be entitled to any payment for such unauthorized improvements under the provisions hereinafter contained for payment of the value of improvements by any incoming tenant.

15. On the expiration by effluxion of time of the term hereby granted and thereafter at the expiration of each succeeding term to be granted to the Lessee the Lessee shall have a right to obtain a new lease of the said land hereby leased at a rent to be computed at the rate of five pounds per centum on the then unimproved value of the said land as fixed by the Lessor for the same term but less one day as the Lessor shall renew the head lease from the . . . . . before referred to and such renewed lease granted to the Lessee shall be subject to such of the covenants restrictions and conditions of this lease as are applicable to such renewed lease: Provided that this lease and the right of the Lessee to such renewed lease shall be subject in all respects to the provisions for cancellation contained in subsection (3) of section 2 of the said Act.

16. Not later than six calendar months previous to the expiration by effluxion of time of the term hereby granted or such succeeding term as aforesaid the Lessor shall cause to be made a valuation of the unimproved value of the said land hereby leased and shall forthwith in writing notify the Lessee of the amount of such valuation and amount of the annual rental payable under a new lease for a further term as hereinbefore provided.

17. Before the expiration by effluxion of time of the term hereby granted or if the valuation be not completed at an earlier time than two months before such expiration of the said term then within two calendar months of the giving of notice to the Lessee of the amount of the valuation and annual rental as aforesaid the Lessee shall give notice in writing signed by him or by his agent duly authorized and delivered to the Commissioner stating whether he desires to have a renewed lease of the said land.

18. Any such notice may be given by the Lessee within the time aforesaid although the term hereby granted has already expired by effluxion of time and although the said valuation has not been made or notice thereof has not been given to the Lessee until after the expiration of the said term by effluxion of time unless before the giving of such notice by the lessee he has given up the possession of the land hereby leased or has been duly ejected therefrom in pursuance of the judgment or order of any Court of competent jurisdiction or the Lessor has re-entered upon the said lands as hereinafter provided.

19. Any such notice by the Lessee of his desire to have a new lease shall be deemed to constitute a contract between the Lessor and Lessee for the granting and acceptance of a new lease at the rental so fixed and for the term and subject to the same covenants conditions and restrictions including the right of renewal as are herein contained.

20. (a) If the Lessee fails within the time aforesaid to give any notice whether he desires a renewed lease or not or if he gives notice that he does not desire a renewed lease then within two months after the expiry of the time within which such notice may be given or within such further or other time as may be agreed on between the Commissioner and the Lessee the Lessor shall cause a valuation to be made of the value of the Lessee's interest in the improvements on the said land. Such valuation shall be determined by deducting from the valuation of all the authorized improvements on the said land the amount of any instalments or interest specified in the Second Schedule hereto then remaining unpaid.

(b) As soon as practicable after the ascertainment of such valuation the Commissioner shall offer for general public application a new lease of the said land for the further period prescribed in clause 15 hereof at the annual rental determined in accordance with clause 15 hereof subject to payment by the incoming Lessee of the amount of the Lessee's interest in the improvements ascertained in manner aforesaid. Such amount shall be paid to the Commissioner before the incoming Lessee is admitted into possession and the Commissioner shall pay the same to the person entitled thereto less any moneys due in respect of the said land by the outgoing Lessee and in case of re-entry by the Lessor as hereinafter provided less also the amount of expenses incurred in recovering possession of the said land and in respect of the redisposal thereof.

(c) Notwithstanding anything in the last preceding subclause the Commissioner may from time to time reduce the valuation of the Lessee's interest in the said improvements if the said land cannot be re-leased by reason of the aforesaid valuation being deemed excessive and shall where any such reduction is made reoffer the said land for lease by application as provided in subclause (b) of this clause.

(d) Neither the Lessee nor any other person shall have any claim against the Lessor or the local authority or any other body or person whomsoever by reason of any such reduction of valuation nor shall the Lessor have any liability to pay to the Lessee or any other person or body any moneys in respect of the Lessee's interest in the said improvements except as provided in subclause (b) of this clause.

21. If and so often as the Lessee makes default for a period of one calendar month in the due and full payment of any rent hereby reserved or of any instalment in respect of the value of improvements as aforesaid or of any sum in respect of the cost of insurance as aforesaid or of any other moneys payable under this lease or in the faithful observance of any other of the covenants conditions or restrictions herein contained or implied or by the Lessee to be observed and performed then and in any such case it shall be lawful for the Commissioner forthwith or at any time or times thereafter to re-enter and take possession on behalf of the Lessor of the lands hereby leased and determine the estate and interest of the Lessee therein and that without discharging the Lessee from liability for rent or instalments or other moneys due or accruing due or for any previous breach of covenant. In the event of such re-entry or in the event of surrender of this lease the provisions of clause 20 hereof respecting valuation of improvements and the disposal thereof shall apply to the improvements in which the Lessee has interest.

22. The Lessor hereby excepts and reserves from the lease unto the Lessor his successors and assigns all coal-mines veins and seams of coal and all other mines metals and minerals whatsoever and all quarries of stone gravel sand soil and clay with full liberty and power for the Lessor his successors assigns and licensees and his and their workmen servants and agents at his and their free will and pleasure to search for dig work and carry away the same and for the better working the same mines and quarries to erect furnaces engines smelting-houses and other requisite buildings and to make lay down and continue any railway and to make drains sluices and cuts and to do every other act necessary or expedient for raising and carrying away all such coal metals minerals stone gravel sand soil and clay doing as little injury as may be to the soil of the said premises and making in the absolute discretion of the lessor either reasonable compensation for the disturbance of the surface soil or abatement of the rent to an amount bearing the same proportion to the total rent hereby reserved as the rental value of the area of the land disturbed bears to the rental value of the whole area of land hereby demised.

(b) The amount of compensation or abatement of rent to which the Lessee is entitled under this clause shall in default of agreement be ascertained by reference to the arbitration of two arbitrators one of whom shall be appointed by the Lessor and the other by the Lessee and this provision shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1908.

23. Any notice required by these presents as aforesaid may be served upon the Lessor by being delivered at the office of the Commissioner and may be served upon the Lessee by being given to him or left at his usual or last known place of abode or business or sent addressed to him at such place as aforesaid through the post or left or affixed to the said lands or any building thereon: And any notice so served shall be deemed to be duly given to every Mortgagee Encumbrancee or other person claiming any interest in the premises.

And it is hereby expressly declared and agreed by and between the parties hereto that this lease is issued generally subject to the Small Farms (Relief of Unemployment) Act, 1932-33, and any regulations made thereunder and in particular subject to subsection (3) of section 2 of the Small Farms (Relief of Unemployment) Amendment Act 1933 and the Lessee for his part agrees to accept and to execute a new lease to him as provided in the said subsection (3) subject however to the Lessee's right of reference to arbitration of any dispute concerning the rental and conditions reserved and contained in such new lease.

In witness whereof the Commissioner of Crown Lands for the Land District of . . . . . on behalf of the Lessor hath hereunto set his hand and these presents have been also executed by or on behalf of the Lessee.

*Local Authorities Endowments (Small Farms) Leasing Regulations 1937.* 849

THE FIRST SCHEDULE HEREINBEFORE REFERRED TO.

[Description of the demised land.]

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO.

*Improvements now existing on the Demised Land, and their Capital Value.*

Improvements :	Value.	
.....	£	s. d.

*Instalments by which such Value (with Interest thereon) is payable and the due Dates of such Instalments.*

By ... half-yearly instalments of ..... each, in respect of combined principal and interest, such instalments being payable on the first day of ..... and the first day of ..... in each year in the same manner as rent.

I, ....., do hereby accept this lease of the above-described lands to be held by me as lessee and subject to the covenants, restrictions, and conditions above set forth.

Dated this ..... day of ....., one thousand nine hundred and .....

Signed by the Commissioner on behalf of the Lessor in the presence of—	}	..... Commissioner of Crown Lands.
---	---	---------------------------------------

Signed by the above named as Lessee in the presence of—	}	..... Lessee.
--	---	------------------

—————

Issued under the authority of the Regulations Act, 1936.  
These regulations are administered by the Department of Lands and Survey.  
(L. and S. 13/170.)