

Form No. 21.

(Regulation No. 77.)

The Native Land Amendment Act, 1913.

In the District Maori Land Board.

In the matter of an application for confirmation of a sale of Block ; and in the matter of the payment of the purchase-money therein.

WHEREAS at a sitting of the Board held at this day of , 19 , upon the hearing of an application for confirmation of a sale of Block by the Native owners to , the Board considered that it was not in the interest of , one of the alienors, that the money payable to him or her should be actually or immediately paid to such Native :

Now, therefore, the Board hereby orders that the sum of £ , being the whole or part of the purchase-money due to the said as his or her interest in the proceeds of the aforesaid sale, be paid to the Public Trustee in terms of section 92 of the Native Land Amendment Act, 1913.

, President.

THIRD SCHEDULE.

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

(Regulation No. 38.)

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.

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—

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 .

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 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 .

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.

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.

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.

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.

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.

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.

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.