

"Lessee" means any person entitled to a new lease:

"Notice" means notice given by causing the same to be personally served on any person, or by leaving the same at his usual place of abode or business, or by forwarding the same by post addressed to his usual or last known place of abode or business.

2. Every new lease shall, as nearly as may be, be in the form and contain the powers, reservations, provisions, conditions, covenants, and agreements set forth in the First Schedule hereto.

3. Every new lease shall be prepared by the Public Trustee at a fee of £3 3s. in addition to the stamp duty and registration fees, and the Public Trustee may require a deposit to be made of the amount of such fees and stamp duty at the time application is made for such new lease or at any time thereafter, and may at any time refuse to proceed with such new lease if such deposit when required is not made.

4. The Public Trustee and the lessee shall each execute the new lease in triplicate.

5. If any lessee elects not to accept a new lease the Public Trustee shall proceed to lease the land for a period of ten years computed from the expiration of the present lease, and the provisions of Regulation 19 regarding the rental and terms and conditions of such lease shall, *mutatis mutandis*, apply to leases issued hereunder.

6. Before any valuer appointed under the Act enters into the consideration of any matters referred to him under the Act he shall, in the presence of a Justice of the Peace, make and subscribe the following declaration, that is to say,—

"I, A. B., do declare that I am not interested in any of 'the said leases' within the meaning of that term as defined in section 2 of the West Coast Settlement Reserves Amendment Act, 1913, and that I will faithfully and honestly and to the best of my skill and ability make the appraisements and valuations required under the provisions of the said Act. And I make this solemn declaration conscientiously believing the same to be true, and under and by virtue of the provisions of an Act of the General Assembly of New Zealand intitled the Justices of the Peace Act, 1908."

7. If any question arises as to the competency of a valuer to act under the provisions of the Act, the same shall be considered and determined by the Public Trustee, whose decision shall be final and conclusive.

8. In the event of the Public Trustee deciding that a valuer is incompetent to act within the meaning of the Act, or where for any reason the valuer appointed fails to act, the person or persons who appointed such valuer shall, within one month after being required by the Public Trustee by notice so to do, appoint another person to act as valuer in place of the valuer so decided to be incompetent or failing to act.

9. The remuneration of each valuer shall be such sum as is agreed upon between such valuer and the person or persons by whom he is appointed to act: Provided that in no case shall a valuer be entitled to receive a greater sum than is prescribed in the next following regulation.

10. No valuer appointed to act under the provisions of the Act (other than the valuer appointed by the Valuer-General) shall be paid at a higher rate than £3 3s. per diem for each and every day that he is actually engaged upon the duties entrusted to him in addition to his reasonable expenses and disbursements as approved by the Public Trustee.

11. No fees shall be payable to the valuer appointed by the Valuer-General in respect of any duties performed by him under the Act.

12. Before any valuer duly appointed by any lessee proceeds to determine the matters referred to him the lessee shall deposit with the Public Trustee a sum sufficient in the opinion of the Public Trustee to cover the remuneration of that valuer as agreed upon.

13. No fees shall be payable to the Native Land Court in respect of any proceedings for partition made in pursuance of section 15 of the Act.

14. In making partition orders under the Act the Native Land Court shall as far as practicable have regard to the wishes and views of the respective Native owners entitled to the land which is being partitioned.

15. Upon the making of a partition order under the Act the Native Land Court shall forthwith notify the respective Native owners interested therein and the Public Trustee of such order being made.

16. Upon the making of partition orders under the Act of lands other than unsettled reserves, such orders shall not be handed to the respective Native owners until the expiration of the new lease of the land comprised in such partition orders.

17. Where a partition order is issued in respect of any land under the Act the Public Trustee shall forthwith in the case of unsettled reserves, and in the case of other land within three calendar months prior to the expiration of the

new lease comprising such land, by notice in writing to such of the Native owners thereof as are under no disability, require such Native owners to state whether or not they desire the certificate of title in respect of such land to be issued to the Public Trustee instead of to themselves, and in the event of their desiring the certificate of title to issue to the Public Trustee then to notify the Public Trustee accordingly in the form set out in the Second Schedule hereto.

18. The Public Trustee shall before the expiration of the new lease (if any) transmit such form to the District Land Registrar, who shall upon the expiration of such new lease (if any) issue the certificate of title to the Public Trustee accordingly.

19. Upon the issue of the certificate of title to the Public Trustee he shall proceed to lease the land comprised therein at the highest rental that can be obtained therefor, and every such lease shall contain (*inter alia*) the powers, provisions, covenants, and agreements set out in the Third Schedule hereto, or such of them as the Public Trustee deems suitable and proper in the circumstances.

FIRST SCHEDULE.

New Lease under the West Coast Settlement Reserves Amendment Act, 1913.

WHEREAS the Public Trustee (who, unless the context requires a different construction, is with his successors and assigns hereinafter referred to as "the lessor") is the statutory owner in fee-simple of all that piece of land situated in the

, containing _____ acres _____ roods and _____ perches, be the same a little more or less, and being _____;

And whereas _____ (who, unless the context requires a different construction, is with _____ executors, administrators, and assigns hereinafter referred to as "the lessee") has under the West Coast Settlement Reserves Amendment Act, 1913, become entitled to a new lease at the rent and subject to the covenants, conditions, and provisions hereinafter contained, expressed, or implied:

Now, the lessor doth hereby lease to the lessee all the said land (excepting and always reserving out of this demise unto the lessor all petroleum, mines, metals, minerals, coal, lignite, slate, or freestone in, upon, or under the demised land, with power to the lessor to work, win, use, possess, sell, and dispose of the same or any part thereof, excepting such as may be required by the lessee for the lessee's own use but not for sale or disposal, and with power also to the lessor to make roads through the demised land, and for the purposes aforesaid or any of them to erect or build houses and other convenient buildings on the demised land, paying compensation for damage done to the surface only, the amount of such compensation in case of disagreement to be ascertained and determined by arbitration as hereinafter mentioned), to be held by the lessee as tenant for the term of ten years computed from the _____ day of _____ one thousand nine hundred and _____, at the yearly rental of _____ (reducible as hereinafter provided), payable in advance by equal half-yearly instalments of _____ on the _____ days of _____ and _____ in each year during the said term, the first of such payments having been made on the _____ day of _____, one thousand nine hundred and _____, subject to the provisions of the West Coast Settlement Reserves Amendment Act, 1913, and to the following covenants, conditions, and restrictions. And the lessee doth hereby covenant with the lessor—

1. That the lessee shall and will during the said term pay the rent aforesaid in manner aforesaid free and clear from all deductions or abatements whatsoever, and shall and will pay all rates, taxes, charges, or assessments now made or hereafter during the said term assessed, charged, or imposed upon the demised premises, or upon the landlord or tenant in respect thereof, or upon any buildings or improvements thereof: Provided always that the lessee having well and faithfully observed, performed, and complied with all and singular the covenants, conditions, and agreements in these presents contained or implied and on the part of the lessee to be kept, observed, and performed (except the covenant to pay rent at the rate aforesaid), then for every half-year for which the lessee shall within fourteen days after the commencement thereof pay to the lessor an instalment of £ _____ for such half-year's rent the lessor shall and will accept the same in full satisfaction and discharge of the instalment of rent for such half-year at the higher rate as hereinbefore provided.

2. That the lessee "will insure."

3. That the lessee will in the fourth and ninth years during the currency of this demise paint all the outside woodwork and ironwork belonging to the hereditaments and premises hereby demised or for the time being standing and being on the land hereby demised with two coats of proper oil colours in a workmanlike manner.