

Regulations regarding the Disposal of Crown Land situated within a Kauri-gum District for the Systematic Recovery of Kauri-gum and other Valuable Products pursuant to the Provisions of Section 3 of the Kauri-gum Industry Amendment Act, 1915.

LIVERPOOL, Governor
ORDER IN COUNCIL.

At the Government House at Wellington, this first day of March, 1916.

Present :
HIS EXCELLENCY THE GOVERNOR IN COUNCIL.

IN pursuance and exercise of the powers conferred upon him by section three of the Kauri-gum Industry Amendment Act, 1915 (hereinafter referred to as "the said Act"), His Excellency the Governor 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 the disposal of Crown land within a kauri-gum district for the systematic recovery of kauri-gum and other valuable products contained therein; and doth hereby declare that these regulations shall come into force on the date of the publication thereof in the *New Zealand Gazette*.

REGULATIONS.

1. In these regulations—
"Board" means the Land Board of the Auckland Land District.
"Commissioner" means the Commissioner of Crown Lands for the Auckland Land District.
2. On application in that behalf the Board may provisionally grant to any person or persons a lease (in the form in the Schedule hereto) over any land set apart under section 3 of the said Act (not exceeding 3,000 acres in any case), entitling such person or persons to work the land comprised in such lease for the recovery of kauri-gum and other valuable products contained in the said land.
3. Within one month from the date of notification of the provisional granting of any application as aforesaid the applicant shall lodge with the Commissioner a fee of 1s. per acre for every acre applied for. Such money shall, in the event of the granting of a lease, be credited on account of rent; and if the application be not granted, such money shall be refunded.
4. Within three months of the notification of the provisional granting of the application the applicant shall submit to the Commissioner, or the officer nominated by him for the purpose—
(a.) A scheme outlining the details of the proposed operations; and
(b.) A scheme for the drainage of the whole of the land comprised in the application.
5. The Commissioner, or officer nominated by him, may request the applicant to alter, amend, or extend the scheme of the proposed drainage-works; and, in the event of the application being granted, all drainage-work shall be carried out in strict accordance with such scheme.
6. As soon as the applicant complies with the foregoing conditions the Board shall consider the application, and may grant the same; and every lease granted shall be subject to such special conditions in regard to the method of working the land and the drainage thereof as the Board may deem necessary in order to ensure that the land will be left in a condition suitable for farming operations.
7. Prior to the issue of the lease the lessee shall be required to execute a bond to an amount not exceeding £1 per acre for every acre comprised in the lease, as a guarantee of the due fulfilment of the conditions of the lease.
8. The land comprised in the lease shall be worked on a face, in blocks not exceeding 200 acres in area.
9. If the Commissioner, or officer nominated by him for the purpose, is satisfied that the working of any one block is being proceeded with in a proper manner, he may authorize the lessee to commence operations on another block not exceeding 200 acres, and so on until the whole of the land comprised in the lease has been worked out; provided that the working of not more than 400 acres shall be in operation at any one time.
10. Upon the completion of the working of every area of 50 acres the lessee shall distribute on the land so worked agricultural lime of good quality to the amount of not less than one ton to the acre, and, within one month of being requested so to do, shall sow the said land in such grasses as may be approved by the Commissioner, or the officer nominated by him for the purpose; provided that the lessee will not be required to sow any mixture of grass-seeds the cost of which will exceed the sum of 20s. an acre for each acre to be sown in grass.

11. Upon the completion of the working of every area of 200 acres to the satisfaction of the Commissioner, or officer nominated by him for the purpose, the said area shall be excluded from the lease by the Board and the rental shall be reduced proportionately:

Provided that the lessee shall have the right of reasonable access to the adjoining blocks over any such area or areas as may from time to time be excluded from the lease, and the right to use any road or tramway made or erected by the lessee thereon shall be protected:

Provided also that the lessee may select and retain an area not exceeding 100 acres on which to erect plant, machinery, and buildings, and for other purposes incidental to the working and occupation of the land; and the area so selected shall not be liable to resumption under the foregoing provisions of this clause.

12. The lessee shall, within one year from the date of his lease, commence the erection of the machinery and plant required in connection with the working of the land for the purpose for which the lease is granted, and if he fails so to do his lease may be forfeited by the Board.

13. The lessee shall complete the erection of the machinery and plant, and shall commence operations within such time as may be specified in the lease, or as the Commissioner or officer nominated by him for the purpose thinks reasonable.

14. If the lessee fails without proper cause to keep the plant working, or to work and use the demised land in a manner satisfactory to the Board, the Board may cancel the lease after not less than three months' notice to the lessee of the intention to do so; provided that the lessee shall be entitled, within such time as the Board may determine, to remove all machinery, plant, and buildings erected by him from the land.

15. If payment of rent is not made within thirty days of the same becoming due, the Board shall have the power to forfeit the lease without payment of compensation to the lessee therefor.

16. The lease shall contain a provision to the effect that the Minister of Lands shall have the right, in priority to all other persons, to purchase all kauri-gum obtained by the lessee from the demised land at not less than the current market price.

SCHEDULE.

FORM OF LEASE.

(Lease under section 3 of the Kauri-gum Industry Amendment Act, 1915.)

No.
THIS deed, made the _____ day of _____, 19____, between His Majesty the King (who, with his heirs and successors, is hereinafter termed "the lessor"), of the one part, and _____, of _____, in the Land District of Auckland, in the Dominion of New Zealand (hereinafter, with executors, administrators, and permitted assigns, referred to as and included in the term "the lessee"), of the other part, witnesseth that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained and implied and on the part of the lessee to be paid, observed, and performed, the lessor doth hereby demise and lease unto the lessee all that piece or parcel of land, containing by admeasurement _____ acres _____ roods and _____ perches, a little more or less, situated in the Land District of Auckland aforesaid, and being section numbered _____, Block _____, Survey District of _____; as the same is more particularly delineated and described in the plan drawn hereon, and therein coloured red in outline; together with the rights, easements, and appurtenances to the same belonging; to hold the said several premises intended to be hereby demised unto the lessee for the term of _____ years, commencing from the first day of _____, subject to the conditions hereinafter mentioned; yielding and paying therefor unto the Receiver of Land Revenue for the said District of Auckland the annual rent of (£ _____), payable half-yearly in advance on the first day of January and first day of July in each and every year during the said term, free from all deductions whatsoever.

And it is hereby declared and agreed that these presents are intended to take effect as a lease under section 3 of the Kauri-gum Industry Amendment Act, 1915, and the regulations made thereunder; and the provisions of the said section 3 and of the regulations thereunder shall apply and be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

And it is hereby further declared that if any dispute or disagreement shall arise between the parties hereto touching the construction of these presents, or in anywise relating hereto, such dispute or disagreement shall be referred to arbitration in the manner set forth in section 9 of the Land Laws Amendment Act, 1912; and neither of the said parties shall take or cause to be taken any steps or proceedings to