

Amending Regulations under the Land Act, 1924.

CHARLES FERGUSSON, Governor-General.
ORDER IN COUNCIL.

At the Government Buildings at Wellington, this 5th day of March, 1928.

Present :

THE RIGHT HONOURABLE SIR FRANCIS BELL, P.C., PRESIDING
IN COUNCIL.

WHEREAS by section three of the Land Act, 1924 (hereinafter referred to as the said Act), it is enacted that the Governor-General may from time to time, by Order in Council, make regulations for the purpose of the said Act : And whereas by section five of the said Act it is enacted that the Governor-General may in like manner amend any regulation hitherto made for such purposes :

Now, therefore, His Excellency the Governor-General of the Dominion of New Zealand, in pursuance and exercise of the powers conferred on him as aforesaid, and acting by and with the consent of the Executive Council of the said Dominion, doth hereby amend the regulations under the Land Act, 1924 (hereinafter referred to as the said regulations), made on the eleventh day of October, one thousand nine hundred and twenty-six, and published in the *Gazette* of the twenty-first day of October, one thousand nine hundred and twenty-six.

REGULATIONS.

1. THE said regulations are hereby amended as follows :—
(a) By inserting in clause 2 thereof, after the words "section six," the following words: "seven or eight";
(b) By adding after form No. 3 in the Third Schedule thereto, the form No. 4 in the Schedule hereto.

SCHEDULE.

[Form No. 4.]

LICENSE TO OCCUPY ON DEFERRED PAYMENTS ISSUED PURSUANT TO SECTION 8 OF THE LAND LAWS AMENDMENT ACT, 1926.

THIS DEED, made the _____ day of _____, 19____, between His Majesty the King, of the one part, and _____, of _____ (who, with his executors, administrators, and assigns, is hereinafter referred to as "the licensee"), of the other part :

Whereas the licensee, being the owner of a license to occupy on deferred payments the land hereinafter described, did on the _____ day of _____, 19____, in pursuance and exercise of the right conferred on him by section eight of the Land Laws Amendment Act, 1926, surrender the said license for the purpose of obtaining in exchange therefor a license to occupy on deferred payments pursuant to section 8 of the Land Laws Amendment Act, 1926 :

And whereas the price of the said land computed in respect of the surrendered license and of this license is £ _____ :

And whereas the payments of principal and interest made by the licensee under the surrendered license amount to £ _____ :

Now, this deed witnesseth that His Majesty the King, in consideration of the premises and of the covenants hereinafter expressed on the part of the licensee, and in pursuance of the said section 8, doth hereby grant to the licensee in exchange for the said surrendered license an exclusive license to occupy all that piece of land, containing by admeasurement _____ acres _____ roods _____ perches, be the same a little more or less, situated in the Land District of _____, and being Section numbered _____, Block _____, as the same is delineated on the plan drawn hereon and thereon coloured red in outline : To hold the same unto the licensee, under and subject to the covenants and conditions hereinafter expressed, for the term of thirty-four and one-half years from the [To be antedated to commencement of term of surrendered license], day of _____, 19____, or until the said land is sooner granted in fee-simple to the licensee. And the licensee doth hereby covenant with His Majesty the King in manner following :—

1. The licensee will pay to His Majesty the aforesaid price of the said land, together with interest thereon at the rate of five and one-half per centum per annum from the first day of _____, 19____, by sixty-nine instalments each of £ _____, payable on the thirtieth day of June and the thirty-first day of December in each year during the term aforesaid.

The next instalment of purchase-money and interest, amounting to £ _____, shall be payable on the _____ day of _____, 19____, [Such date as may be established after allowing

as credit towards instalments the amount paid under the surrendered license] being the balance of the half-yearly instalment due on the said date after applying all payments of principal and interest made under the surrendered license towards the half-yearly instalments accruing under this license and the first half-yearly instalment thereafter of purchase-money and interest shall be payable on the _____ day of _____, 19____ :

Provided always that the licensee may at any time pay to His Majesty either the whole of the purchase-money or any half-yearly instalment or instalments thereof remaining unpaid. The payment of any half-yearly instalment of the purchase-money so made shall not affect the periodical continuity of half-yearly instalments, but the amount of purchase-money and interest included in the succeeding instalments payable hereunder shall be calculated as if the half-yearly periods corresponding to the instalments so paid had expired and the term during which instalments of purchase-money and interest would otherwise have been payable shall be reduced accordingly.

2. The licensee will discharge and pay all rates, taxes, or other assessments imposed or levied by the local authority having jurisdiction within the area in which the said land is situate.

3. The licensee shall not at any time during the continuance of the license, without the previous consent in writing of the Land Board of the land district in which the said land is situated, remove any minerals from the said land, or commit any other species of waste in respect thereof :

Provided always, and it is hereby agreed and declared, that if the licensee make default in the due and full payment of any instalment of the said price, or of any interest due in respect thereof, or in the observance or performance of any of the conditions expressed or implied in this license, the aforesaid Land Board may cause to be given to the licensee, or to any person who is for the time being in occupation of the land or of any part thereof, notice under the hand of the Commissioner of Crown Lands that if the moneys so in arrear are not paid within one calendar month after the date of the notice, or if the aforesaid conditions are not observed or performed within such time as may be fixed by the Land Board in that behalf, the Land Board will forfeit this license. And it is hereby agreed and declared that if the moneys so in arrear are not paid within one calendar month after the date of the aforesaid notice, or if the aforesaid conditions have not been observed or performed within the time so fixed, the Land Board may, in its discretion, without any further or other notice, by resolution forfeit this license, and thereupon the license and the contract between His Majesty and the licensee for the purchase of the land, and the interest of the licensee in the said land, shall absolutely cease and determine, and all moneys theretofore paid by the licensee under the surrendered license or under this license or in respect of the said contract shall remain the property of His Majesty ; but no such forfeiture shall relieve the licensee from his obligation to pay His Majesty any moneys in arrear under this license at the date of such forfeiture, or from any liability for any breach theretofore committed of the covenants herein expressed.

And it is hereby agreed and declared that these presents are intended to take effect as a license to occupy pending the completion of purchase by deferred payments under the provisions of section 6 and of section 8 of the Land Laws Amendment Act, 1926, and the provisions of the said sections, and all other provisions of the Land Act, 1924, applicable to such licenses shall be as binding on the parties hereto as if such provisions had respectively been set out herein at length.

In witness whereof the Commissioner of Crown Lands for the Land District of _____, on behalf of His Majesty the King, has hereunto set his hand, and these presents have also been executed by the licensee.

Signed by the Commissioner of Crown Lands, on behalf of His Majesty the King, in the presence of—

Witness :
Occupation :
Address :
Licensee :

.....
Commissioner of Crown Lands.

Signed by the above-named licensee, in the presence of—

Witness :
Occupation :
Address :

.....
Licensee.

C. A. JEFFERY,
Acting Clerk of the Executive Council.