Fixing Terms and Conditions of Lease of Subdivisions of Weraroa Experimental Farm.

CHARLES FERGUSSON, Governor-General.

ORDER IN COUNCIL.

At the Government House at Wellington, this 17th day of June, 1929.

Present:

HIS EXCELLENCY THE GOVERNOR-GENERAL IN COUNCIL.

WHEREAS by section twelve of the Reserves and other Lands Disposal Act, 1928, it is enacted that the land described in the said section may be offered for lease in such lots, on such terms, and subject to such conditions as the Governor-General by Order in Council may see fit to fix:

And whereas it is expedient at the present time to offer for lease a portion only of the land hereinbefore mentioned:

Now, therefore, His Excellency the Governor-General of the Dominion of New Zealand, in pursuance and exercise of the powers and authorities conferred upon him by the said section twelve, and acting by and with the advice and consent of the Executive Council of the said Dominion, doth hereby declare that such portion should be offered for lease in the lots as set forth in the Second Schedule hereto, and upon the following terms and conditions:—

(1) No person shall be permitted to hold more than one allotment, and such allotment shall be held for his or her sole use and benefit, and not for the use or benefit of any other person whatsoever. For the purpose of this condition husband and wife shall be considered to be one person.

(2) Where water-troughs are situated on the boundaries between allotments the ownership thereof shall be common to the adjoining lessees. The lessee from whose allotment the water-supply for any water-trough is obtained shall be responsible for the maintenance of the supply, and in the event of any dispute the decision of the Commissioner of Crown Lands shall be final.

(3) The leases shall be in the form set out in the First Schedule hereto.

(4) The leases for the first period of thirty-three years shall be submitted to ballot at a time and place to be fixed by the Land Board for the Land District of Wellington.

(5) The annual rentals for the first period of thirty-three years, together with the repayments required to be made on account of buildings now existing upon the land and to be disposed of with same, shall be as set out in the Second Schedule hereto.

(6) The lessee, or his successor in title, shall have a continuous right of renewal on the terms and conditions set out in the form of the First Schedule hereto.

(7) Any allotment the lease of which is not disposed of at the ballot mentioned in paragraph four hereof shall be open for selection at the office of the Commissioner of Crown Lands, Wellington, at the annual rental at which the lease was offered at ballot, and upon the same terms and conditions.

(8) Provided that should any allotment remain unselected for a period of three months from the date of the ballot aforesaid, the Governor-General by Order in Council may reduce the annual rental or the value of the buildings, and thereupon the lease shall be reoffered at ballot at a time and place to be fixed by the Land Board for the Land District of Wellington.

FIRST SCHEDULE.

LEASE OF ENDOWMENT LAND UNDER THE LAND ACT, 1924, AND SECTION 12 OF THE RESERVES AND OTHER LANDS DISPOSAL ACT, 1928.

No. .

THIS DEED, made the day of , one thousand nine hundred and , between His Majesty the King (who, with his heirs and successors, is hereinafter referred to as "the lessor") of the one part, and , of , in the Dominion of New Zealand, (who, with executors, administrators, and permitted assigns is hereinafter referred to as "the lessee") of the other part:

Whereas the allotment of land described in the First Schedule hereto is endowment land subject to the provisions of the Land Act, 1924 (hereinafter sometimes called the said Act):

And whereas, pursuant to the provisions of the said Act and section 12 of the Reserves and other Lands Disposal Act, 1928, and the regulations in that behalf made thereunder (hereinafter called "the said regulations"), the lessee duly acquired a lease of the said allotment:

Now, this deed 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 of land containing by admeasurement acres roods perches, a little more or less, situated in the Land District of Wellington, and being Lot on plan No. , deposited in the office of the Chief Surveyor at Wellington; as the same is more particularly described in the First Schedule hereto and delineated on the plan drawn thereon 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 thirty-three years, to be reckoned from the first day of , one thousand nine hundred and , and including in addition the period between the date of this lease and such day; yielding and paying therefor during the said term unto the Receiver of Land Revenue for the said Land District of Wellington, free from all deductions whatsoever, the clear annual rent of , payable in the 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 of the period from date of this lease to the day of , one thousand nine hundred and ; 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 buildings specified in the Third Schedule hereto, unto the aforesaid Receiver of Land Revenue, the respective instalments specified in that Schedule at the dates herein respectively mentioned in that behalf.

And the lessee doth thereby covenant with the lessor as follows, that is to say:—

1. The lessee will reside on the demised land from the date of this lease continuously.

2. The lessee will put on the demised land within one year from the date of the lease substantial improvements of a permanent character to the value of one hundred pounds (£100). "Substantial improvements of a permanent character" mean and include reclamation from swamps, clearing of gorse, broom, or sweetbrier, planting, gardens, fencing, draining, making roads, sinking wells or water-tanks, constructing water-races, sheep-dips, making embankments or protective works of any kind, erecting any non-movable building:

Provided always that, notwithstanding anything herein contained, nothing that does not add to the value of the said lands shall be deemed an improvement:

Provided also that the conversion of pasture into arable land, or arable land into pasture, or felling or clearing, or burning of scrub or bush, or the laying-down of land in artificial grasses, shall not be deemed to be improvements.

3. The lessee will once a year during the said term, and at the proper season of the year, properly cut and trim all live fences now on the demised land, or which may be planted thereon during the said term, and will prevent their spread by seed, and will stub all gorse not growing as fences, and also stub all broom, sweetbrier, and other noxious weeds.

4. The lessee will not take more than three crops, one of which must be a root-crop, from the same land in succession; and will either with or immediately after a third crop of any kind sow the land down with good permanent cultivated grasses and clovers, and allow the land to remain as pasture for at least three years from the harvesting of the last crop before being again cropped.

5. The lessee will at all times during the said term so farm the demised land that not less than one half of the total area shall be maintained in permanent pasture.

6. The lessee will not cut the cultivated grass or clovers for hay or seed during the first year from the time of sowing as aforesaid, nor at any time remove from the demised land or burn any straw grown thereon.

7. The lessee will, whenever necessary, but not less than once a year during the said term, properly clean and clear from weeds and will at all times during the said term keep open all creeks, drains, ditches, and watercourses upon the demised land, and the Commissioner of Crown Lands at Wellington (hereinafter called "the Commissioner"), or any person authorized by him in that behalf shall have the power at any time to enter upon and make through the demised land any drain that he deems necessary without payment of any compensation to the lessee.

8. In the event of the lessee at any time failing to perform faithfully any of the foregoing covenants relating to the trimming of live fences, and stubbing gorse, broom, and sweetbrier, or other noxious weeds, or to the cleaning, clearing from weeds, and keeping open all creeks, drains, ditches, and watercourses, it shall be lawful for the Commissioner to have