

ADMINISTRATION.

13. All moneys payable to the Board shall be remitted to the Secretary and paid by him in the specie in which they are received into a special account at the Bank of New Zealand, Christchurch, to be called "The Selwyn Plantation Account," which account is expressly declared to be the same account as the Selwyn Plantation Account established under the regulations hereinbefore revoked made on the 12th day of May, 1911, and referred to in section 90 of the Reserves and other Lands Disposal and Public Bodies Empowering Act, 1922, and in section 171 of the Reserves and other Lands Disposal and Public Bodies Empowering Act, 1924.

14. All receipts for moneys received by the Board shall be given by the Secretary and headed "Selwyn Plantation Account."

15. All disbursements by the Board shall be made by payment out of the said account to be by cheque signed by the Secretary and one of the members appointed by the Board for that purpose. The Board shall from time to time appoint certain members of the Board who may sign cheques. The Secretary and any member so appointed or, if the Board from time to time so directs, the Secretary alone may endorse for collection for the credit of the said account negotiable and transferable instruments payable to the order of the Board.

16. As soon as possible after the 31st day of March in each and every year a statement of accounts shall be drawn up by the Secretary and submitted to the Board by the Chairman at the first meeting held after the 21st day of April following. Such statement of accounts shall be audited and certified by the Audit Office under Part XIV of the Public Revenues Act, 1926, either before or after the meeting at which the said statement is submitted.

17. Such statement of accounts shall comprise—

- (a) An income and expenditure account for the financial year ended on such 31st day of March;
- (b) A summary of cash receipts and disbursements during the said financial year; and
- (c) A balance-sheet of the Board as at the close of that financial year.

18. The Board shall forward such statement of accounts, when duly audited and certified as aforesaid, to the Minister of Lands, together with a report on the operations of the Board for the twelve months ended on the 31st March preceding.

19. The Board may from time to time appoint a Secretary and other officers or servants as it thinks necessary for the proper carrying-out of the duties of the Board, and the same may from time to time be dismissed and another or others appointed in his or their stead.

20. All records, books, and correspondence of the Board shall be kept in the office of the Secretary, and he shall sign all letters and other documents on behalf of the Board other than documents required to be executed under the common seal of the Board, and shall be entitled to receive all letters addressed to the Board.

21. The Board may lease any of the reserves in manner hereinafter provided.

22. The Board may erect such buildings as are necessary for the accommodation of any person employed by it on any reserve under its control, and may charge such rents and impose such conditions for the occupation of the said buildings as it thinks fit.

23. The cost of erection and maintenance of the said buildings shall be defrayed out of the revenue of the Board, and shall be deemed to form part of the expenses of administration.

THE SEAL.

24. The common seal of the Board shall not be affixed to any instrument except by the authority of a resolution of the Board and in the presence of the Chairman and one other member of the Board and of the Secretary or, in the event of the absence of the Chairman, then in the presence of two members of the Board and of the Secretary.

LEASING.

25. The whole or any portion of any reserve administered by the Board and not immediately required for planting, may be let by public tender or by public auction, as may be decided by the Board. Notice of the land so available for leasing, the term of the lease, and the time and place for the receipt of tenders, or the time and place at which the auction will be held shall be given by advertisement in a newspaper circulating in the district thirty days prior to the expiration of the time fixed for the receipt of tenders or for the auction sale, as the case may be. The purchaser of any lease offered at auction shall, immediately on the fall of the hammer, sign an agreement to accept such lease and deposit an amount equal to six months' rent at the rate offered, together with one guinea (£1 ls.) lease fee.

26. Tenders for a lease of any of the said land offered for lease by public tender shall be addressed to the Chairman, and shall specify the land tendered for, and shall be accom-

panied by a deposit equal to six months rent at the rate offered and one guinea (£1 ls.) lease fee. The Board shall give notice to the successful tenderer of the acceptance of his tender, and the deposit and lease fee paid by unsuccessful tenderers shall be refunded to them by the Board immediately after the tenders have been opened and decided upon.

27. All leases shall be without premium, fine, or foregift, and shall be for a term not exceeding fourteen years, and rent shall in all cases be payable half-yearly in advance.

28. All leases and counterparts shall be prepared by the Board at the cost of the lessees, not exceeding one guinea (£1 ls.) in each case, exclusive of costs out of pocket, and shall contain all usual and proper covenants and conditions for leases of a like nature, including a proviso for re-entry on default of payment of rent for three months, or immediately upon the breach of any other expressed or implied covenant by the lessee. Such re-entry shall not prejudice the lessor's right to recover moneys payable under the lease or damages for breach of covenant.

29. All leases shall, in addition to such covenants and conditions as in the preceding regulation mentioned, contain special covenants and conditions embodying the provisions hereinafter set forth, that is to say,—

- (a) The lessee shall not be at liberty to break up, plough, or otherwise cultivate in any one year more than one-half of the lands included in his lease, and shall not be at liberty to use the remaining half part thereof for any purpose except grazing. The form and position of the one-half available for cultivation shall be determined by the lessor.
- (b) The lessee shall fence the whole of the land included in his lease with a good and substantial fence, sufficient in all respects to comply with the provisions of the Fencing Act, 1908, or any other law for the time being in force regulating the fencing of land. All fences shall be kept and maintained in good order and condition, and at the expiration or sooner determination of the term, shall be so given up. All live fences or hedges shall be cut, dressed, and cleaned once in each year of the term: Provided that such portion of a reserve as the lessee shall actually use for grazing purposes only may be fenced or not, at his option, if the lessee is the owner or tenant for a term of at least three years or pastoral tenant of the land immediately adjoining such portion.
- (c) The lessee shall not take more than two crops of grain in each of the first two periods of five years, and shall not at any time during his term take more than two crops of grain in immediate succession off any part of the land which he is permitted to cultivate.
- (d) Four-fifths of the land broken up or cultivated by the lessee during the term of the lease shall, not later than the spring of the eleventh year of a fourteen-year term, and the fourth from last year of any shorter term, be sown and laid down by the lessee, at his own expense, with good white or red clover and ryegrass, cowgrass, or other grass approved by the lessor. The proportion of seed sown to the acre shall, in the case of clover, be not less than six pounds; and in the case of ryegrass or other grass, not less than fifteen pounds. After the land is sown and laid down in grass as aforesaid, it shall be so kept and maintained, and at the expiration or other sooner determination of his term, shall be given up by the lessee well and sufficiently laid down in permanent artificial grass pasture. During the remainder of the term of his lease, after the eleventh or corresponding year as aforesaid the lessee may, if he thinks fit, annually cultivate the remaining fifth of the land so broken up or cultivated as aforesaid for the production of root crops, but not otherwise.
- (e) The lessor shall be at liberty at any time during the term to resume possession of the whole or any part of the land which the lessee is permitted to use for grazing purposes only, as and when the lessor shall require so to do, for the purposes for which the whole land was originally reserved: Provided that the rent payable in respect of the land included in the lease shall be reduced proportionately for every acre or part of an acre possession of which is so resumed by the lessor.
- (f) It shall be lawful for the lessor, its agents or servants, at any time or times during the term to enter upon any part or parts of the lands included in any lease which may be planted with trees or which may be required to give access thereto, and temporarily resume possession thereof for the purpose of felling or topping the trees planted thereon or cutting firewood therefrom, and at the termination of such operations the possession of any such lands may be restored to the lessee as tenant under the original lease. No compensation or allowance or rebate of rent shall be paid by the lessor to the lessee in respect of any such temporary resumption of possession.