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Hon. Mr Corbett

MAORI VESTED LANDS ADMINISTRATION

ANALYSIS

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A BILL INTITULED

Title.

AN ACT to provide for the administration of certain land vested in the Maori Trustee and certain other Maori land subject to leases conferring on the lessees rights to compensation for improvements.

BE IT ENACTED by the General Assembly of New Zealand in Parliament assembled, and by the authority of the same, as follows:

Short Title.

1. This Act may be cited as the Maori Vested Lands Administration Act 1954.

PART I

PRELIMINARY

2. (1) In this Act, unless the context otherwise requires,— Interpretation.

“Capital value” of land means the sum which the owner’s estate or interest therein, if unencumbered by any mortgage or other charge thereon, might be expected to realize at the time of valuation if offered for sale on such reasonable terms and conditions as a *bona fide* seller might be expected to require:

“Former lease” means any lease of which a subsisting lease is or purports to be a renewal or for which a subsisting lease is or purports to be in substitution; and includes a lease of which a former lease was or purported to be a renewal or for which a former lease was or purported to be in substitution; but does not include any lease granted at any time before the land comprised in the lease was vested in a Maori Land Board under Part XIV or Part XV of the Maori Land Act 1931 or under the corresponding provisions of any former Act; and “former lessee” has a corresponding meaning:

See Reprint of Statutes, Vol. VI, p. 220

“Improvements” on land means, subject to the provisions of subsection two of this section, all work done or material used at any time on or for the benefit of the land by the expenditure of capital or labour by any owner or lessee thereof in so far as the effect of the work done or material used is to increase the value of the land, and the benefit thereof is unexhausted at the time of valuation; but does not include work done or material used on or for the benefit of the land by the Crown or by any statutory public body, except so far as the work done or material used has been paid for by the owner or lessee by way of direct contribution:

“Improvements effected by the lessee” means improvements effected by a lessee during the currency of a subsisting lease or during the currency of any former lease; and includes

improvements paid for, purchased, or otherwise acquired by a lessee whether from a former lessee or otherwise:

“Lessee” includes the successors, executors, administrators, and assigns of a lessee:

“New lease” means a lease granted under the provisions of Part II of this Act:

“Subsisting lease” means a lease of vested land subsisting at the commencement of this Act:

“Unimproved value” of any land means the sum, exclusive of the value of any indigenous timber trees, which the owner’s estate or interest in the land, if unencumbered by any mortgage or other charge thereon, might be expected to realize at the time of valuation if offered for sale on such reasonable terms and conditions as a *bona fide* seller might be expected to impose, and if no improvements (as hereinbefore defined) had been made on the said land:

“Valuation Court” means the Land Valuation Court constituted under the Land Valuation Court Act 1948:

“Value of improvements” means the added value which at the date of valuation the improvements give to the land:

“Vested land” means land which is subject to the provisions of this Act.

(2) Where any work done or material used on or for the benefit of vested land by the Crown or by any statutory public body has been paid for by way of direct contribution from the owner or the lessee of the land, the increase in the value of the land shall not exceed the amount of the direct contribution aforesaid, and the onus of proving the amount of the contribution shall be upon the owner or the lessee, as the case may require.

3. (1) All land which immediately prior to the commencement of this Act was vested in the Maori Trustee subject to the provisions of Part XIV or Part XV of the Maori Land Act 1931 shall, at the commencement of this Act, become vested land subject to the provisions of this Act.

1948, No. 50

Application of
this Act.
See Reprint
of Statutes,
Vol. VI, p. 220

(2) On the commencement of this Act, all vested land shall cease to be subject to any trusts theretofore applying to the land, and the land shall be administered and dealt with in accordance with the provisions of this Act.

4. All vested land shall be held by the Maori Trustee in trust for the owners beneficially entitled thereto, in accordance with their respective interests.

Vested land to be held in trust for owners.

PART II

RIGHTS IN RESPECT OF SUBSISTING LEASES

Compensation for Improvements

5. All subsisting leases conferring on the lessee the right to compensation for improvements shall be read and construed subject to the provisions of this Act.

Subsisting leases conferring right to compensation to be read subject to this Act.

6. (1) Subject to the provisions of this Act, every subsisting lease which confers on the lessee a right to compensation for improvements shall be deemed to confer on him a right to compensation for all improvements effected by *him* the lessee.

Provisions in leases as to improvements.

Provided that the value of the improvements shall be ascertained in accordance with the provisions of this Act and not otherwise.

(2) Nothing in this Part of this Act relating to any subsisting lease shall—

- (a) Confer on any lessee a right to compensation for improvements where no such right is conferred by his lease:
- (b) Nullify or affect any provision of any lease to the effect that an improvement of any particular kind or class is an improvement for which the lessee is not entitled to compensation or for which compensation shall not be paid:
- (c) Confer on the lessee, where his lease contains any provision restricting the total amount of compensation to which the lessee shall be entitled, or a provision to the effect that the compensation shall not exceed a certain amount per acre, a right to a greater amount of compensation than that provided for in the lease:

1936, No. 33

Certain
renewal leases
to confer same
compensation
rights as
original leases.
1900, No. 55

Maori Trustee
and lessee may
come to
agreement
outside of
provisions
of Act.

Agreements
for preservation
of existing
rights.

(d) Nullify or affect any direction or order given or made by the Court of Review constituted under the Mortgagors and Lessees Rehabilitation Act 1936, or by a Maori Land Board, under which any arrears of rent, or any postponed payments or reductions of rent, were set off or charged against any compensation for improvements.

7. Subject to any express provision in that behalf contained therein, any subsisting lease which purports to be a renewal of a lease granted under the Maori Lands Administration Act 1900 shall, subject, to the provisions of this Act, confer on the lessee the same rights to compensation for improvements as were conferred upon the lessee by the lease purporting to be renewed.

8. (1) Nothing in this Act shall be so construed as to limit or affect the right of the Maori Trustee to make any arrangement or agreement with any lessee holding under a subsisting lease for the settlement or discharge of the lessee's rights otherwise than in accordance with the provisions of this Act or the terms of the lease, but no lessee shall, in the absence of any such arrangement or agreement, have in respect of his lease any enforceable rights as against the Maori Trustee or the beneficial owners of the land affected by his lease other than those conferred on him by this Act.

New

(1A) Where any subsisting lease is subject to a mortgage, no arrangement or agreement for the settlement or discharge of the lessee's rights shall be made under this section without the consent of the mortgagee.

(2) Nothing in this Act shall prejudicially affect any negotiations in progress at the commencement thereof for the sale and purchase of any vested land, and any such negotiations may be continued and completed as if this Act had not been passed.

9. (1) Notwithstanding the provisions of this Act, any lessee holding under any subsisting lease which contains a provision conferring on him a right to compensation for improvements may, if his lease expires at any time before the first day of April, nineteen hundred and fifty-five, give notice in writing to the Maori Trustee at any time before the first day of March, nineteen hundred and fifty-five to the effect that he elects to have his rights determined in accordance with the terms of his lease.

(2) Any lessee holding under any such subsisting lease which expires after the thirty-first day of March, nineteen hundred and fifty-five may give notice in writing to the Maori Trustee to the like effect at any time within three months prior to the date of the expiration of his lease:

Provided that the lessee shall not be required to give any notice under this subsection before the first day of March, nineteen hundred and fifty-five.

(3) The Maori Trustee may, within the time prescribed in subsection one or subsection two of this section, as the case may require, give notice in writing to the lessee holding under any such subsisting lease that he requires the rights of the lessee to be determined in accordance with the terms of his lease.

(4) Within two months after the date of the receipt by the Maori Trustee of any notice given to him by the lessee under subsection one or subsection two of this section, or within two months after the date of the receipt by the lessee of any notice given by the Maori Trustee under subsection three of this section, the Maori Trustee or the lessee shall, by notice in writing to the lessee or to the Maori Trustee, as the case may require, indicate whether or not he is agreeable to a determination of the lessee's rights in accordance with the terms of the lease. If the Maori Trustee or the lessee, as the case may require, fails to give notice in accordance with the provisions of this subsection within the time limited in that behalf, he shall be deemed to have agreed to a determination of the lessee's rights in accordance with the terms of his lease.

(5) If, in accordance with the provisions of this section, the Maori Trustee and the lessee agree to a determination of the lessee's rights in accordance with his lease, the lessee's right to compensation shall be deemed to be **[determined] extinguished** unless within six months after the date of the expiration of his lease, or within such extended period, not exceeding six months, as the Maori Land Court may allow, the lessee has applied to the Maori Land Court for an order charging the amount of any unpaid compensation on the land and for the appointment of a receiver for the purpose of enforcing the charge.

1953, No. 94

(6) The Maori Land Court shall have jurisdiction to make a charging order and to appoint a receiver under subsection five of this section, and the provisions of section thirty-three of the Maori Affairs Act 1953 shall apply to any receiver so appointed.

(7) Where, pursuant to the foregoing provisions of this section, the Maori Trustee and the lessee agree to a determination of the lessee's rights in accordance with his lease, any appointment of a valuer, arbitrator, or umpire theretofore made, or any valuation or arbitration theretofore completed or undertaken, or any order made by the Maori Land Court creating a charge on the land for the value of improvements or appointing a receiver, shall, notwithstanding that the lease may have been extended by statute or otherwise, and notwithstanding that the appointment, valuation, arbitration, or order was made before the commencement of this Act, subsist for the purpose for which it was made unless the Maori Trustee and the lessee otherwise agree. Where the Maori Trustee and the lessee otherwise agree, the appointment, valuation, arbitration, or order, as the case may require, shall become null and void, and the Maori Land Court, on application made to it in that behalf, may cancel any order made by it in the premises.

(8) Before giving any notice to any lessee under subsection three of this section or before making, under section eight of this Act, any arrangement or agreement with any lessee for the settlement or discharge of the lessee's rights otherwise than in accordance with the provisions of this Act, the Maori Trustee shall, so far as is practicable, ascertain the wishes of the beneficial owners of the land affected by the lease and shall act in accordance with those wishes.

New

(9) Where any subsisting lease is subject to a mortgage, no agreement for the determination of the lessee's rights in accordance with the terms of his lease shall be made under this section without the consent of the mortgagee.

Land
Valuation
Court to
determine
disputes.

10. Where in respect of any subsisting lease any dispute arises between the lessee and the Maori Trustee as to the existence in the lessee of any right to compensation for improvements, or as to the extent of any such right, or as to the nature and kind of improvements in respect of which the lessee has any such right, the

lessee or the Maori Trustee may refer the dispute to the Valuation Court for determination, and that Court shall have exclusive jurisdiction, in accordance with the provisions of this Act, to determine the dispute accordingly.

Special Valuations

11. (1) The Valuer-General, on the application of the Maori Trustee made as soon as practicable after the commencement of this Act, shall cause to be made, as at the date of the expiry of the lease, a special valuation, in accordance with this Part of this Act, of the vested land comprised in any subsisting lease which expires before the first day of April, nineteen hundred and fifty-five, and which confers on the lessee a right to compensation for improvements.

Application for special valuation.

(2) The Valuer-General, on the application of the Maori Trustee made not earlier than six months or later than three months before the date of the expiry of the lease, shall cause to be made, as at the date of the expiry of the lease, a special valuation, in accordance with this Part of this Act, of the vested land comprised in any subsisting lease which expires on or after the first day of April, nineteen hundred and fifty-five, and which confers on the lessee a right to compensation for improvements.

(3) Any application to the Valuer-General under this section shall set forth the name of the lessee, the area of the land comprised in the lease, a description of the land comprised in the lease, a description of any improvements in respect of which the lessee is not entitled to compensation under this Act, and the date of the expiry of the lease.

12. (1) On the completion of a special valuation under section eleven of this Act, the Valuer-General shall cause to be prepared a certificate setting forth the following particulars:

Valuation certificates to be prepared.

- (a) The name of the lessee:
- (b) The area of the land comprised in the lease, and a description of the land sufficient to identify it:
- (c) The total value of any improvements in respect of which the lessee is not entitled to compensation under this Act:

(d) The total value of all other improvements in existence on the land:

(e) The unimproved value of the land:

(f) The capital value of the land:

(g) The date of the expiry of the lease.

(2) Every certificate prepared by the Valuer-General in accordance with the provisions of this section shall show on its face that it has been made for the purpose of this section.

General provisions as to valuations.

13. (1) In determining the capital value or the unimproved value of any land for the purposes of a special valuation under this Part of this Act, the Valuer-General shall proceed as if the land were not subject to any lease, or to the right of any person to obtain a lease thereof, but otherwise, and subject to the provisions of this Act, the Valuer-General shall proceed as if he were determining the values under the Valuation of Land Act 1951.

1951, No. 19

(2) In respect of any such special valuation, the sum of the amount of the unimproved value and the amount of the value of improvements shall always be equal to the amount of the capital value, and, in ascertaining the unimproved value or the value of improvements, the Valuer-General shall always relate those values to the capital value.

(3) The fee fixed by the Valuer-General for making any special valuation as aforesaid shall be paid by the Maori Trustee, but half the amount of the fee shall be recoverable by the Maori Trustee from the lessee as a debt.

Notice of valuations and rights of objection thereto.

14. (1) As soon as practicable after making any special valuation under section eleven of this Act, and upon the payment by the Maori Trustee of the fee for making the valuation, the Valuer-General shall serve not less than three copies of the certificate prepared under section twelve of this Act on the Maori Trustee.

(2) The Maori Trustee shall thereupon file a copy of the certificate in the appropriate office of the Valuation Court and shall serve a copy thereof on the lessee, together with a notice that objections to the valuation to which the certificate relates may be lodged in the manner and within the time specified in the notice.

(3) In every notice given by the Maori Trustee under subsection two of this section the Maori Trustee shall fix the time within which objections to the valuation may be made, being in each case a period not less than two months after the date of the notice, and shall specify the office of the Valuation Court in which objections shall be filed.

(4) If the lessee or the Maori Trustee objects to any of the values as appearing in the certificate he may, within the time specified in that behalf in the notice given by the Maori Trustee, file an objection to the valuation in the appropriate office of the Valuation Court.

(5) Every objection filed as aforesaid shall specify the several items to which the objection relates, and, with respect to each item, shall specify the grounds of the objection.

(6) On the filing of any such objection by the lessee, the Registrar of the Court shall forthwith give to the Maori Trustee and to the Valuer-General notice of the filing of the objection and of the terms thereof, and, where the objection is filed by or on behalf of the Maori Trustee, the Registrar shall give a like notice to the lessee and to the Valuer-General.

(7) For the purposes of the foregoing provisions of this section, the appropriate office of the Valuation Court shall be the office of the Court for the district in which is situated the land to which the valuation relates.

Resumption of Land or Grant of New Lease

15. (1) If no objection is made to the special valuation within the period fixed by the Maori Trustee as aforesaid, or, if any objection is made, when all objections have been finally disposed of, the Maori Trustee shall serve a notice on the lessee either—

Notice to be given to lessee as to resumption of land, or requiring an election by lessee.

- (a) Requiring the lessee, on a date to be specified in the notice, being a date not earlier than one year after the date of the notice, to deliver possession of the land comprised in the lease on terms that the Maori Trustee shall, on the delivery of possession, pay to the lessee the full value, as shown by the certificate of valuation prepared under section twelve of this Act and any amendments to the certificate, of the improvements effected by the lessee and in respect of which he is entitled to compensation under this Act; or

(b) Requiring the lessee, within two months after the date of the notice, to elect either to take a new lease of the land on the terms prescribed in that behalf by this Act or to have a new lease of the land submitted to public competition by public tender in accordance with the provisions of this Act.

(2) The Maori Trustee may at any time give notice to the lessee that he does not intend to require the lessee to deliver possession of the land in accordance with paragraph (a) of subsection one of this section. Any notice under this subsection shall be binding on the Maori Trustee according to its tenor, but any such notice shall not be deemed to be a notice under paragraph (b) of the said subsection one.

Lessee to have limited right to occupy land, notwithstanding expiry of lease.

16. (1) Until the date fixed by the Maori Trustee for the delivery of possession of the land by the lessee, or until the date of the commencement of a new lease, the lessee to whom any notice is given in accordance with the provisions of section fifteen of this Act may, notwithstanding that his lease has expired, continue in occupation of the land so long as he shall pay the rent reserved by the lease and perform and observe the covenants and conditions contained or implied in the expired lease; and while the lessee continues to occupy the land he shall, notwithstanding that his lease has expired, continue to be the lessee of the land for the purposes of this Act, and during that occupation also he shall be deemed to be the occupier of the land for the purposes of the Rating Act 1925.

See Reprint of Statutes, Vol. VIII, p. 977

(2) Subject to the provisions of subsection one of this section, no lessee of land comprised in a subsisting lease shall remain in occupation of the land after the expiry of his lease, notwithstanding any provision of his lease conferring on him a right to hold over.

On delivery of possession, Maori Trustee to pay compensation.

17. Where the Maori Trustee has required the lessee to deliver possession of the land in accordance with paragraph (a) of subsection one of section fifteen of this Act, the Maori Trustee shall, if the lessee has paid the rent up to the due date, on the delivery of possession, and subject to the provisions of section eighteen of this Act, pay to the lessee or to the person entitled to receive the amount an amount equivalent to the full value of the improvements effected by the lessee and shown in the certificate of valuation under section twelve of this Act.

18. Where, after the expiry of a subsisting lease and before delivery of possession of the land, any of the improvements for which the lessee is entitled to compensation have been destroyed or appreciably damaged or depreciated, or any other improvements on the land have been destroyed or appreciably damaged or depreciated, the value of the improvements so destroyed, or, as the case may be, the cost of repairing and restoring any improvements so damaged or depreciated, shall be determined by agreement between the Maori Trustee and the lessee, or, in default of agreement, by the Valuation Court, and the amount so determined, together with the amount of any costs, charges, or expenses incurred by the Maori Trustee in or about that determination, shall be deducted from the amount payable as aforesaid to the lessee or other person entitled to receive payment.

Deduction for destroyed or depreciated improvements.

19. (1) The provisions of this section shall apply with respect to any subsisting lease the term whereof has been extended by virtue of the provisions of section thirteen of the Maori Purposes Act 1948, or of section eight of the Maori Purposes Act 1950, or of section nine of the Maori Purposes Act 1951, or of section six of the Maori Purposes Act 1952, or of section twenty-nine of the Maori Purposes Act 1953.

Special provisions as to leases the terms of which have been extended by statute.

1948, No. 69

1950, No. 98

1951, No. 75

1952, No. 70

1953, No. 112

(2) Where the rent payable at the commencement of the term of any lease to which this section applies was reduced under the National Expenditure Adjustment Act 1932 or the Mortgagors and Lessees Rehabilitation Act 1936, the Maori Trustee shall impose a condition that, in electing to take a new lease, the lessee shall be required to pay to the Maori Trustee an amount equal to the difference between the rent reserved at the commencement of the lease and the reduced rent, calculated from the date upon which, but for the statutory provisions mentioned in subsection one of this section, the term of the lease would have originally expired, or from the thirty-first day of December, nineteen hundred and fifty, whichever is the later date, to the thirtieth day of June, nineteen hundred and fifty-four.

1932, No. 18

1936, No. 33

(3) The date for the commencement of any new lease granted to the lessee holding under any lease to which this section applies shall be the first day of July, nineteen hundred and fifty-four.

1952, No. 52

(4) Any such new lease granted as aforesaid may be registered under the Land Transfer Act 1952, notwithstanding that the land comprised in the new lease was subject to a prior lease and, for the purposes of registration, the prior lease shall be deemed to have been surrendered on the thirtieth day of June, nineteen hundred and fifty-four.

(5) The term of Lease Number 22716, Wellington Registry, affecting that portion of the Ohotu Number 8 Block containing one thousand nine hundred and sixty-seven acres, more or less, and known as Sections 3, 4, and 5, Block IX, Karioi Survey District, shall, notwithstanding that the lease has expired, be deemed to have been extended by the provisions referred to in subsection one of this section, and the lease aforesaid shall, for the purposes of this Act, be deemed to be a subsisting lease.

Lessee to pay for lessor's improvements when electing to take new lease.

20. In requiring a lessee to make the election referred to in paragraph (b) of subsection one of section fifteen of this Act, the Maori Trustee shall impose a condition that, where the lessee elects to take a new lease, he shall pay to the Maori Trustee an amount equivalent to the value, as shown by the certificate of valuation under section twelve of this Act, of any improvements other than the improvements effected by the lessee.

Term of new lease.

21. Every new lease shall be for a term of twenty-one years, and every such lease shall contain a provision that if the Maori Trustee does not, at least one year before the expiry of the lease, give notice to the lessee that the Maori Trustee intends to resume possession of the land, the lessee shall have the right to a renewal of the lease for successive terms of twenty-one years, subject to the right of the Maori Trustee to resume possession of the land at the end of the fifteenth year of each successive term of twenty-one years or at the end of each such successive term, after giving to the lessee not less than one year's notice of the Maori Trustee's intention so to resume possession and on payment to the lessee of the amount of the compensation to which he is then entitled in accordance with the provisions of this Act.

Minimum annual rent.

22. (1) For the purposes of this Act, the expression "minimum annual rent" means a rent equal to double the amount of the rent reserved at the commencement of the term of a subsisting lease, or, where the rent reserved as aforesaid was equal to or in excess of the rent reserved at the commencement of the term of the lease of

which the subsisting lease is, or purports to be, a renewal, the expression "minimum annual rent" means the rent reserved at the commencement of the term of the subsisting lease.

(2) For the purposes of this section, the expression "rent reserved at the commencement of the term" means the rent reserved in relation to the land as if no improvements existed thereon; and does not include any portion of the rent reserved in respect of improvements.

(3) Where for the purposes of this Act it is necessary to ascertain the minimum annual rent of any land which is part only of the land comprised in a lease, the Maori Trustee shall apportion the minimum annual rent for the whole of the land as between the appropriate part thereof and the remainder in such manner as he thinks equitable; and the minimum annual rent so apportioned in respect of any part shall, for the purposes of this Act, be the minimum annual rent for that part. Every such apportionment by the Maori Trustee shall be final and conclusive.

23. Where, pursuant to the provisions of section fifty of this Act, the Valuation Court has fixed the amount to represent the deterioration in the quality of the land through causes which were not reasonably within the control of the lessee or any former lessee, the annual rent payable under the new lease shall be the minimum annual rent, ascertained in accordance with section twenty-two of this Act, reduced by an amount equal to five per cent of the amount fixed by the Valuation Court to represent the deterioration in the quality of the land.

Annual rent where minimum rent reduced because of uncontrollable deterioration.

24. (1) Subject to the provisions of this Act, the annual rent payable under any new lease shall be:

Rent under new lease.

(a) For the first ten years of the term, a sum equal to five per cent of the unimproved value of the land as shown by the certificate of valuation prepared under section twelve of this Act, or the minimum annual rent, whichever is the greater:

Provided that where the provisions of section twenty-three of this Act apply, the rent payable for the first ten years of the term of a new lease shall be the rent fixed in accordance with that section:

- (b) For the next eleven years of the term, a sum equal to five per cent of the unimproved value of the land as shown by a special valuation to be made in that behalf by the Valuer-General, as at the end of the aforesaid period of ten years:

Provided that the annual rent for the aforesaid period of eleven years shall not be less than the annual rent fixed at the commencement of the lease.

- (2) The annual rent payable under any lease which is a renewal of a new lease shall be:

- (a) For the first ten years of the term, a sum equal to five per cent of the unimproved value of the land as shown by a special valuation to be made in that behalf by the Valuer-General as at the date of the expiry of the previous term:

Provided that the annual rent for the aforesaid period of ten years shall not be less than the annual rent fixed in respect of the preceding term of eleven years of the expired lease:

- (b) For the next eleven years of the term, a sum equal to five per cent of the unimproved value of the land as shown by a special valuation to be made in that behalf by the Valuer-General as at the end of the last period of ten years:

Provided that the annual rent for the said period of eleven years shall not be less than the annual rent fixed at the commencement of the renewed term.

Valuations for
revision of
rent.

25. (1) Upon the making of any special valuation for the purposes of section twenty-four of this Act, the Valuer-General shall cause to be prepared a certificate of valuation and the provisions of sections twelve, thirteen, and fourteen of this Act shall, as far as they are applicable, and with the necessary modifications, extend and apply to any such valuation accordingly.

(2) Any objection to any such valuation shall be heard and determined in manner hereinafter provided.

26. (1) Where the lessee has elected to take a new lease, in accordance with paragraph (b) of subsection one of section fifteen of this Act, and the annual rent calculated at the rate of five per cent of the unimproved value of the land, as determined by the special valuation, is less than the minimum annual rent, the lessee, in giving notice of his election to the Maori Trustee, may require the Maori Trustee to reduce the rent to an amount being not less than the amount of the rent calculated as aforesaid or to an amount being four-fifths of the minimum annual rent, whichever amount is the greater, on the ground that the quality of the land has deteriorated through causes which were not reasonably within the control of the lessee or of any former lessee; and if the Maori Trustee refuses so to reduce the rent, he shall, as soon as practicable thereafter, refer the question to the Valuation Court for determination in accordance with the provisions of section fifty of this Act.

Lessee may require that the rent shall not be less than the minimum annual rent.

(2) If within the period in which he has been required to elect to take a new lease the lessee has not required the Maori Trustee to reduce the rent as aforesaid, the lessee shall be deemed to have elected to take a new lease at the minimum annual rent.

27. (1) Every new lease and every renewal thereof shall contain a provision to the effect that, due notice of his intention to resume possession of the land having been given by the Maori Trustee in accordance with the provisions of section twenty-one of this Act, the lessee shall be entitled, on delivering possession of the land, and not being in any way in default under the terms of his lease, to receive compensation for all improvements effected by him to the extent of two-thirds of the value of those improvements according to a special valuation to be made in that behalf by the Valuer-General as at the date of the expiry of the lease or of the expiry of the fifteenth year of the term of the lease, as the case may require.

Provision as to compensation for improvements.

(2) The provisions of section eighteen of this Act shall, with the necessary modifications, extend and apply to any improvements for which the lessee is entitled to compensation and any other improvements on the land which, before possession of the land has been delivered, have been destroyed or appreciably damaged or depreciated.

Valuations for purposes of determining compensation.

28. Every valuation made for the purposes of section twenty-seven of this Act shall be made as nearly as may be in accordance with the provisions of section eleven of this Act and all the provisions of that section and of sections twelve, thirteen and fourteen of this Act shall, as far as they are applicable, and with the necessary modifications, extend and apply to any such valuation accordingly.

Reservation of rights to timber trees.

29. (1) Every new lease may, in the discretion of the Maori Trustee, contain a provision reserving to him all rights in respect of timber or timber trees being or growing on the land, and rights of access over the land comprised in the lease for the purpose of extracting timber or timber trees, whether being or growing on the land comprised in the lease or otherwise.

(2) Nothing in any new lease reserving rights in respect of timber or timber trees shall apply to any timber trees planted by the lessee or by any former lessee or to any timber derived from timber trees so planted.

(3) Notwithstanding the provisions of this Act, or of any new lease, the Maori Trustee may, in any case where, by reason of the reservation to him of rights in respect of timber or timber trees, the lessee's use and enjoyment of an area of fifty acres or more is unduly restricted or interfered with, make such reduction in the rent reserved by the lease, and for such period, as to him appears appropriate in the circumstances.

(4) Every new lease in which any rights in respect of timber or timber trees are reserved to the Maori Trustee shall contain a provision to the effect that any rights in relation to the extraction of the timber by the Maori Trustee or his agents or licensees shall be exercised in a reasonable manner and so as to cause the least interference with the lessee's use of the land; and the lease shall further provide that, in the event of the lessee suffering damage as the result of any neglect on the part of the Maori Trustee or his agents or licensees to observe the aforesaid provision, the lessee shall be entitled to compensation, the amount of which, in default of agreement, shall be determined by arbitration.

(5) Notwithstanding that in any new lease or renewal thereof the Maori Trustee may have reserved all rights in respect of timber or timber trees, it shall be lawful for a lessee to use, for any purpose in relation to fencing, any timber from trees which have

been severed from the land; but, unless the lease contains an express provision authorizing him in that behalf, a lessee who severs timber trees from the land, whether for purposes related to fencing or not, shall be liable to the Maori Trustee for damages in respect of the timber trees severed by the lessee.

(6) Nothing in this section, or in any reservation contained in any new lease, shall be so construed as to prevent the Maori Trustee from disposing of any timber or timber trees to the lessee upon such terms as may be agreed on between the Maori Trustee and the lessee.

30. (1) Every new lease, and every renewal thereof, shall contain a provision to the effect that where the lessee desires to assign his lease, whether in whole or in part, he shall first offer to surrender the lease, in whole or in part, to the Maori Trustee for a consideration to be agreed on between the lessee and the Maori Trustee, and, failing agreement within two months from the date of the offer to surrender being made to the Maori Trustee as to the amount of the consideration, the lessee shall be at liberty to make any assignment which is otherwise permitted by his lease.

Assignment
of leases.

(2) Nothing in any provision in any lease under subsection one of this section shall apply to any assignment as between husband and wife or to any assignment to any child, brother, or sister of the lessee, or to any assignment by operation of law or to any disposition by will.

31. (1) Every new lease shall be in the form prescribed in the First Schedule to this Act:

Form of new
lease.

Provided that the form may, in the discretion of the Maori Trustee, be varied to meet the circumstances of any particular case.

(2) Every new lease shall be deemed to be subject to all existing encumbrances, liens, and interests (if any) registered against any prior lease of the vested land concerned to the lessee to whom a new lease is granted and, notwithstanding anything contained in the Land Transfer Act 1952, the District Land Registrar shall register against the new lease all such encumbrances, liens, and interests accordingly in the order of their registered priority.

1952, No. 52

1952, No. 34

Procedure
where lessee
does not
accept new
lease or
renewal of a
lease.

(3) Nothing in the Land Settlement Promotion Act 1952, shall apply to the grant of a new lease otherwise than under the provisions of section thirty-two or section thirty-three of this Act.

32. (1) Where the lessee elects not to accept a new lease or fails to execute a memorandum of lease within one month after the memorandum is tendered to him for the purpose, the right to a new lease of the land shall, as soon as practicable, be submitted to public competition by public tender, subject to the following terms and conditions:

- (a) The upset rent shall be the rent at which a new lease was offered to the lessee:
- (b) The amount of the upset rent, and the value of improvements as fixed by the special valuation under section eleven of this Act, shall be stated in an advertisement calling for tenders:
- (c) The outgoing lessee shall be entitled to tender:
- (d) The highest tender (being not less than the upset rent) shall be accepted:
- (e) The successful tenderer, not being the outgoing lessee, shall, within seven days after notice has been given to him that he has been declared the purchaser of the aforesaid right, pay to the Maori Trustee the amount of the value of the improvements as fixed by the aforesaid special valuation:
- (f) Except in cases where the outgoing lessee is the purchaser, the Maori Trustee shall, when he has satisfied himself that the outgoing lessee has let the new lessee into quiet possession of the land and that none of the improvements which were thereon when the special valuation aforesaid was made have been destroyed or appreciably damaged or depreciated, pay over to the outgoing lessee, or other person entitled to receive payment, the amount received by him from the new lessee in respect of improvements for which the outgoing lessee is entitled to receive compensation:

(g) Except in cases where the outgoing lessee is the purchaser, if any of the said improvements have been destroyed or appreciably damaged or depreciated, the value of the improvements so destroyed or, as the case may be, the cost of repairing or restoring any improvements so damaged or depreciated shall be determined by agreement between the Maori Trustee and the outgoing lessee, or, in default of agreement, by the Valuation Court, and the amount so determined, together with the amount of any costs, charges, or expenses incurred by the Maori Trustee in or about the determination, shall be deducted from the amount payable as aforesaid to the outgoing lessee or other person entitled to receive payment, and the amount deducted, except so much thereof as has been deducted for costs, charges, or expenses, which shall be retained by the Maori Trustee, shall be returned by the Maori Trustee to the new lessee.

(2) Where the lessee holding under a new lease, or under a renewal of a new lease, elects not to take a renewal of his lease or a further renewal thereof, the Maori Trustee shall require the Valuer-General to make a special valuation of all improvements on the land for which the lessee is entitled to compensation, and shall submit the right to a new lease of the land for public competition by public tender, subject to the terms and conditions prescribed by subsection one of this section; and the provisions of that subsection and of sections thirty-three and thirty-four of this Act shall, with the necessary modifications, apply accordingly.

(3) In respect of any valuation made for the purposes of subsection *two* of this section there shall subsist a right of objection and the provisions of section fourteen of this Act shall, with the necessary modifications, extend and apply to any such valuation.

33. (1) If the right to a new lease is not purchased under section thirty-two of this Act, or if the purchaser, not being the outgoing lessee, fails to pay to the Maori Trustee within the time limited in that behalf the amount of the value of improvements, or if the purchaser fails to execute the memorandum of lease within one month after the memorandum is tendered to him for the purpose,

Procedure
where right to
new lease not
purchased.

the Maori Trustee may at any time thereafter, and from time to time as often as he thinks it necessary so to do, or until a tender has been accepted, submit to public competition by public tender a right to a new lease of the land at such rent, and subject to the payment of such sum for the value of improvements as the Maori Trustee may determine, but otherwise on the terms and conditions prescribed in section thirty-two of this Act.

(2) Where a right to a new lease has been submitted to public competition by public tender under this section, and the amount received by the Maori Trustee as the value of the improvements is less than the amount of compensation to which the outgoing lessee is entitled, the lessee shall accept the amount received by the Maori Trustee, subject to any deduction made in accordance with the provisions of section thirty-two of this Act, in full satisfaction of the compensation due to him.

Date of commencement of new lease when offered for public competition.

34. In offering for public competition the right to a new lease, the Maori Trustee may impose a condition that the right to take possession under the new lease shall commence on the first day of January or July in the appropriate year.

Jurisdiction of Land Valuation Court

Commencement of proceedings under section ten of this Act.

35. (1) Every proceeding in the Valuation Court under section ten of this Act shall be commenced by notice of motion lodged at the office of the Court nearest to the place where the land affected is situated.

(2) Every such notice of motion shall be accompanied by a statement of the material facts, specifying those relied upon by the party giving the notice of motion and setting forth the nature of the declaration sought from the Court, and accompanied by all relevant documents or copies thereof. The statement and documents shall be verified by declaration by the party by or on whose behalf they are lodged or by some other persons competent to do so.

Service of notices.

36. A duplicate of the notice of motion and of the statement required by section thirty-five of this Act shall be served upon the Maori Trustee where the lessee is the applicant and upon the lessee where the Maori Trustee is the applicant.

37. (1) The party upon whom notice of motion is served shall, within two months from the date upon which the notice was served on him, lodge with the Valuation Court a statement in answer to the statement accompanying the notice of motion, admitting or denying the matters therein alleged and adducing such other additional facts as are relied upon by him, and shall serve a copy thereof upon the applicant.

Statements in answer.

(2) Every such statement filed in answer shall be verified in manner prescribed by subsection two of section thirty-five of this Act.

38. No party to any proceedings aforesaid shall, except with the leave of the Valuation Court, bring evidence as to any matter not alleged in the statement filed in the Court by him or on his behalf.

Evidence as to other matters to be brought only by leave.

39. All such proceedings shall be heard and determined by the Valuation Court and not by a Land Valuation Committee.

Proceedings to be determined by Valuation Court and not Committee.

40. (1) Any proceeding brought under section eighteen or section thirty-two of this Act for a determination in relation to the value of any improvements appreciably damaged or destroyed, or the cost of repairing or restoring any such improvements, shall be heard and determined by the Land Valuation Committee, and no appeal shall lie to the Valuation Court from the decision of the Committee.

Proceedings in relation to destroyed or damaged improvements.

(2) Any such proceeding shall be commenced by the filing of a notice of motion by the Maori Trustee accompanied by a statement setting forth the nature and extent of the improvements which have been damaged or destroyed, the value of those improvements as fixed by the Maori Trustee or the lessee, as the case may be, or the cost of repairing or restoring the same as fixed by the Maori Trustee and the lessee respectively, and such other particulars as may appear to be relevant to the issue. Any such statement shall be verified in the manner prescribed, in relation to statements, by subsection two of section thirty-five of this Act.

41. All objections to valuations made pursuant to any of the provisions of this Act shall be heard and determined in the Valuation Court.

Objections to valuations to be determined by Valuation Court.

Hearing and determinations of objections.

1951, No. 19

Notification of amendments.

Appeal to Land Valuation Court from Committee's determination.

Appeals by notice of motion.

Service of notice of motion.

42. (1) In hearing and determining any objection, the Land Valuation Committee to whom the objections are referred shall proceed as nearly as may be as if it were hearing and determining an objection to a valuation under the Valuation of Land Act 1951.

(2) If on the hearing of any objection, the Land Valuation Committee makes any alteration in the valuation, it shall make all such consequential alterations as are necessary for the purpose of fixing the capital and unimproved values and the value of improvements.

43. The Registrar of the Valuation Court shall notify the Valuer-General, the Maori Trustee, and the lessee of every decision of the Land Valuation Committee. In any case where any alteration has been made in any valuation by the Committee, the Registrar shall require the Maori Trustee and the lessee, after the time for appeal as provided in section forty-four of this Act has expired, to deliver up for amendment the copies of any certificate of valuation held by them and shall amend the copies so that they shall accord with the decision of the Committee.

44. (1) Within two months after the date of the receipt of the notice given under section forty-three of this Act, the Maori Trustee, or the lessee, may appeal to the Valuation Court from any determination of the Land Valuation Committee.

(2) Every such appeal shall be by way of rehearing.

45. (1) Every appeal to the Valuation Court shall be brought by notice of motion filed in the office of the Court in which the proceedings are filed, and setting out the grounds upon which the appeal is based.

(2) Where the appeal is from part only of the Committee's determination, the notice of motion shall specify the part of the decision appealed against.

46. A copy of the notice of motion shall be served by the lessee on the Maori Trustee where the lessee is the appellant, and by the Maori Trustee on the lessee where the Maori Trustee is the appellant; and, in either case, a duplicate of the notice of motion shall be served on the Valuer-General.

47. (1) It shall not be necessary for the Maori Trustee in the case where the lessee appeals, or for the lessee in the case where the Maori Trustee appeals, to give notice by way of cross appeal; but if the party not appealing intends upon the hearing of the appeal to contend that the determination of the Land Valuation Committee should be varied, that party shall give to the other party notice of his intention so to contend.

Cross appeals.

(2) The omission to give any such notice within a reasonable time shall not diminish the powers of the Valuation Court, but may, at the discretion of the Court, be a ground for the adjournment of the appeal or for a special order as to costs.

48. (1) Upon the filing of a notice of motion on appeal under this Act, the Chairman of the Land Valuation Committee whose determination is appealed from shall, unless a written decision embodying reasons for that decision is given by the Committee, forthwith prepare for the Valuation Court a report setting out the reasons for the Committee's determination.

Chairman of Committee to prepare report.

(2) A copy of any report so prepared shall be transmitted by the Registrar of the Valuation Court to the Maori Trustee and to the lessee of the land affected, and to the Valuer-General.

49. (1) On the hearing of any appeal under this Act, the Valuation Court may confirm the determination appealed against or may make such alterations in the valuation as it thinks proper.

Court may confirm determination or make alterations in valuation.

(2) Where the Valuation Court makes any alteration in a valuation, it shall make all such consequential amendments as are necessary for the purpose of fixing the capital and unimproved values and the value of improvements.

(3) The provisions of section forty-three of this Act shall, with the necessary modifications, extend and apply to the decision of the Valuation Court, and to the amendment of the copies of the appropriate certificate of valuation held by the Maori Trustee and the lessee.

50. (1) Any reference of any question to the Valuation Court made under section twenty-six of this Act shall be by way of an application by the Maori Trustee.

Determination as to uncontrollable deterioration.

(2) Every such application shall be heard and determined by the Valuation Court and not by a Land Valuation Committee, and the Court shall, subject to the provisions of subsection three of this section, fix the amount (if any) which in its opinion represents the deterioration in the quality of the land.

(3) For the purpose of any determination under this section, the Court shall presume that the quality of the land had not deteriorated at the commencement of the subsisting lease in respect thereof, and that the unimproved value as at the date of the commencement of the lease was the value ascertained by capitalizing, at the rate of five per cent, the rent reserved at the date of the commencement of that subsisting lease, and the Court shall calculate the amount to represent the deterioration in the quality of the land by reference to that date and not any earlier date:

Provided that, in fixing the amount to represent the deterioration in the quality of the land, the Court shall fix a sum not greater than twenty per cent of the unimproved value ascertained as aforesaid.

(4) In any proceedings under this section, the onus of proving that the quality of the land has deteriorated through causes not reasonably within the control of the lessee or any former lessee, and the extent of that deterioration, shall be on the lessee.

Costs.

51. The Court shall have power to make such order as to costs in respect of any proceedings before it under this Act as it thinks proper, but in no case shall costs be awarded against the Valuer-General.

Ordinary
practice and
procedure to
apply.

52. Subject to the foregoing provisions of this Act, the practice and procedure of the Valuation Court in the exercise of the jurisdiction conferred upon it by this Act, shall, as nearly as may be, be the same as in the exercise of its ordinary jurisdiction, and all the provisions of the Land Valuation Court Act 1948 and of the Rules made thereunder shall apply accordingly.

1948, No. 50

Valuer-
General's
right of
audience.

53. (1) In any proceedings taken in the Valuation Court in relation to any valuation made by the Valuer-General for the purposes of this Act, the Valuer-General shall have the same right of audience, whether by counsel or otherwise, as any party to the proceedings and shall have the right to call witnesses and to cross-examine witnesses called by the parties.

(2) Any expenses incurred by the Valuer-General in respect of any proceedings under this Act in the Valuation Court shall be paid out of money appropriated by Parliament for the purpose.

54. Subject to the provisions of this Act, no proceedings in respect of any matter, provision for the hearing and determination of which is made by this Act, shall be brought in any Court other than the Valuation Court, but nothing in this Act shall be construed to prevent the exercise by the Valuation Court in any proceedings under this Act of its power under section eighteen of the Land Valuation Court Act 1948 to state a case for the opinion of the Court of Appeal.

Land Valuation Court to have exclusive jurisdiction.

1948, No. 50

PART III

MISCELLANEOUS

55. (1) The rent payable under any lease granted by the Maori Trustee under this Act shall be payable to the Maori Trustee and not otherwise.

Disposition of rent paid to Maori Trustee.

(2) Where any such lease contains any provision for the payment of compensation for improvements, the Maori Trustee, after deducting from the rent all moneys properly deductible, including his commission, shall distribute to the owners for the time being entitled to it, half of the residue of the rent, or such lesser portion as may be fixed by the Maori Trustee after consultation with the owners or their representatives, and shall invest the undistributed portion, together with any money paid to him for improvements in accordance with the provisions of section twenty of this Act, in the Maori Trustee's Common Fund, there to accumulate with interest thereon at the rate from time to time determined by the Governor-General in Council pursuant to the provisions of section twenty-six of the Maori Trustee Act 1953.

1953, No. 95.

56. (1) Any compensation payable to the lessee under his lease and the provisions of this Act shall be paid by the Maori Trustee out of the money arising from the investment made in the Maori Trustee's Common Fund in accordance with section fifty-five of this Act.

Money for payment of compensation.

(2) If the money so arising exceeds the amount payable to the lessee, the Maori Trustee shall pay the surplus to the persons then entitled to the revenues of the land demised.

(3) If the money arising as aforesaid or money otherwise available is insufficient to pay the lessee the amount to which he is entitled, the Maori Trustee may make up the deficiency by an advance out of money in his General Purposes Fund, and the land in respect of which any such advance is made by the Maori Trustee shall be charged with the payment of the amount so advanced, together with interest thereon at a rate fixed by the Maori Trustee, and the provisions of section forty-nine of the Maori Trustee Act 1953 shall apply thereto accordingly.

1953, No. 95

(4) For the purposes of paying compensation for improvements in accordance with this Act or any lease granted thereunder, the Maori Trustee may raise such money as he thinks fit upon the security of a mortgage of the land in respect of which the compensation is payable.

Provisions of this Act to apply to leases of certain other lands.
See Reprint of Statutes, Vol. VI, p. 220

57. (1) The provisions of this Act shall extend and apply to any lease containing provision for the payment of compensation for improvements and which is subsisting at the commencement of this Act in respect of land which was subject to the provisions of Part XIV or Part XV of the Maori Land Act 1931 or the corresponding provisions of any former Act, but which has been revested in the beneficial owners thereof.

See Reprint of Statutes, Vol. VI, p. 244

(2) The provisions of this Act shall extend and apply to any lease containing provision for the payment of compensation for improvements which was granted in accordance with the provisions of Part XVI of the Maori Land Act 1931, or the corresponding provisions of any former Act, and which is subsisting at the commencement of this Act.

Maori Trustee to become agent of owners of land for certain purposes.

58. In respect of any land which is subject to any lease to which section fifty-seven of this Act applies, the Maori Trustee shall, at the commencement of this Act, be deemed to be the agent of the owners to do all acts and things authorized by this Act in the same manner as if the land were vested in the Maori Trustee for a legal estate in fee simple, and the owners shall not be competent to revoke the Maori Trustee's authority in that behalf.

Contiguous lands held in one farm.

59. (1) The provisions of this section shall apply in any case where any lessee holds land under two or more subsisting leases.

(2) Where the Maori Trustee is satisfied that the lands comprised in any two or more leases as aforesaid, being contiguous lands, have been farmed by the lessee as one area, and that those lands could not otherwise conveniently be farmed, the Maori Trustee may, for the purposes of this Act, treat those lands as if they were included within one lease.

(3) For the purposes of this section lands shall be deemed to be contiguous notwithstanding that they are separated by a road, street, railway, river, or stream.

60. Where any land which is subject to this Act is not subject to any lease or licence, the Maori Trustee may exercise in respect thereof all the powers conferred upon him by Part XXV of the Maori Affairs Act 1953 in the same manner as if he had been appointed to execute an instrument of alienation as the agent of the owners under that Part, and all the provisions of that Part shall, with the necessary modifications, extend and apply accordingly.

Maori Trustee may lease land not subject to existing lease. 1953, No. 94

61. (1) Notwithstanding the provisions of this Act, but subject to subsection two of this section, the Maori Trustee may, with the precedent consent in writing of a majority in value of the beneficial owners, or of their trustees in the case of owners under disability, or in pursuance of a resolution of the assembled owners under Part XXIII of the Maori Affairs Act 1953, sell to any person any vested land, whether or not that land has actually been leased by the Maori Trustee.

Maori Trustee may sell land with consent of owners.

1953, No. 94

(2) Where any vested land is subject to a lease, no sale to a person other than the lessee shall be effected by the Maori Trustee and no resolution passed by the assembled owners under Part XXIII of the Maori Affairs Act 1953 to sell the land to any person other than the lessee shall be confirmed by the Maori Land Court unless the Maori Trustee or the Court, as the case may be, is satisfied that the lessee of the land is unwilling or unable to purchase the land at the same price and on the same terms and conditions as that other person.

New

(2A) The provisions of subsection *two* of this section shall extend and apply to the sale of any vested land which is subject to a lease and which is, pursuant to the provisions of section *seventy* of this Act, re-vested in the person or persons for the time being beneficially entitled thereto.

(3) [*Any such sale*] **Subject to the provisions of subsection two of this section, any sale by the Maori Trustee under this section** may be subject to such terms and conditions as to payment and otherwise as the Maori Trustee shall determine, and may be effected by way of private contract, public auction, or public tender.

(4) Where any such sale is effected in pursuance of a resolution of the assembled owners, all the provisions of Part XXIII of the Maori Affairs Act 1953 shall with the necessary modifications, apply thereto.

(5) Nothing in this section shall be so construed as to take away or affect the right of the assembled owners under Part XXIII of the Maori Affairs Act 1953 to pass in respect of any vested land any resolution authorized by that Part.

Maori Trustee
may lease by
private
contract.

62. Notwithstanding anything to the contrary in this Act, the Maori Trustee may agree by private contract to lease any vested land not for the time being subject to a lease, or any part thereof, to any person at such rent and upon such terms and conditions as he thinks fit, and may grant any such lease accordingly.

Maori Trustee
may grant
timber cutting
and other
licences.

63. (1) Subject to the terms of any lease affecting the land, the Maori Trustee may grant licences for the removal of timber, timber trees, minerals, or other substances from any vested land.

(2) Every such licence shall be for such period not exceeding, together with any renewal to which the licensee is entitled, a term of ten years, and may be granted on such conditions and in consideration of such payments by way of royalty or otherwise, as the Maori Trustee thinks fit, and may confer upon the licensee such rights over the land as are in the opinion of the Maori Trustee necessary or expedient for the purpose of the licence.

(3) Any such licence may be granted either by way of public auction or public tender or by way of private contract.

Maori Trustee
may manage
land as a farm.

64. (1) Instead of leasing any vested land, the Maori Trustee may, if and so long as he thinks fit, occupy and manage the whole or any part or parts thereof as a farm and carry on any agricultural, pastoral, or allied business thereon, and, for the purpose, shall have power to do all things necessary for the effective performance of his functions under this section.

(2) All revenue derived from any such farming operations conducted by the Maori Trustee shall, after the payment of all outgoings, be retained by the Maori Trustee as a reserve fund for expenditure in the management of the farm or as a fund for the purpose of paying compensation to lessees holding under leases affecting any other parts of the land; but to the extent that the revenues aforesaid are not, in the opinion of the Maori Trustee, required for those purposes, the Maori Trustee may distribute the revenues to the persons entitled thereto.

(3) All expenses and liabilities incurred by the Maori Trustee in the conduct of any such farming operations shall be a charge upon the revenues received by the Maori Trustee from those operations, and upon all revenues received by the Maori Trustee from the land or from any other vested land which is beneficially owned by the persons in whom the beneficial ownership of the farm is vested.

(4) The Maori Trustee may from time to time expend out of the revenues referred to in subsection three of this section such sums as he thinks fit for the purpose of effectually carrying on farming operations in manner aforesaid.

(5) The Maori Trustee may from time to time, for the purpose of any such farming operations, raise such money as he thinks fit on the security of any crops on the farm or on the security of any stock or other chattels owned by the Maori Trustee and held by him on behalf of the beneficial owners of the farm, or on the security of a mortgage of the land vested in him and which is comprised in the farm or of which the farm forms a part.

(6) With the consent of the Board of Maori Affairs, the Maori Trustee may expend out of the General Purposes Fund such money as may be required for the purpose of carrying on any farming operations under this section, and any money so expended by the Maori Trustee, together with interest thereon at a rate fixed by the Maori Trustee, shall be a charge on the land comprised in the farm or the land of which the farm forms a part. The provisions of section forty-nine of the Maori Trustee Act 1953 shall apply to any such charge.

Maori Trustee
may acquire
land for roads.

65. For the purpose of acquiring land for any road which is required in connection with any vested land, the Maori Trustee may either purchase that land out of the revenues of the land so vested in him or may exchange any part of the land so vested in him for the land so required for a road, with or without the payment of money out of the aforesaid revenues by way of equality of exchange.

Record of
improvements.

66. (1) Where any lessee makes, or proposes to make, any improvements in respect of which he will be entitled to compensation in terms of his lease, he shall be entitled, on application to the Maori Trustee, to have a record made by the Maori Trustee of the particulars of the nature of those improvements and of the state and condition of the land before the making of the improvements. Every such record shall be made at the cost in all things of the lessee.

(2) Every record made under this section shall be retained by the Maori Trustee, and shall at all times be receivable as sufficient evidence of the facts so recorded in all matters and proceedings concerning the improvements effected by the lessee.

Maori Trustee
may accept
surrenders of
leases or
licences.

67. The Maori Trustee may at any time accept a surrender of any lease of vested land, or of any licence granted in respect of any such land, whether for the purpose of granting a substituted lease or licence or not.

Costs of lease
or licence.

68. The costs of the preparation, execution, stamping, and registration of every lease or licence under this Act shall be borne and paid by the lessee or licensee, as the case may be.

Service of
notices.

69. (1) Any notice that may be required to be given to any person for the purposes of this Act may be given by delivering it to him personally or may be given by sending it to him by registered letter addressed to him at his last known place of abode or business in New Zealand. Notice given by registered letter shall be deemed to have been received when in the ordinary course of post it would be delivered.

(2) Where any such notice has been given by the agent of a person required to give that notice, service of any subsequent notice required to be given by the person on whom the original notice was served may be effected by serving the notice in manner aforesaid on that agent.

(3) Service of any notice may be effected in manner aforesaid on the personal representative of any deceased person.

70. (1) Upon application by the Maori Trustee, or upon application made by or on behalf of the beneficial owners, the Maori Land Court may make one or more orders revesting any land vested in the Maori Trustee under this Act in the person or persons for the time being beneficially entitled thereto and in accordance with their relative interests, and upon the making of any such order the land therein included shall cease to be vested in the Maori Trustee, and shall become vested in the persons whose names are set out in the order.

Revesting of
land subject
to this Act.

(2) The Maori Land Court may partition the land among the owners for the purpose of giving effect to any such revesting.

(3) The District Land Registrar may register any order made by the Maori Land Court under subsection one of this section against the relative title without requiring the production of the outstanding certificate of title, and may cancel the certificate of title for the land as to the whole or a part, as the case may require, and issue a new certificate of title for the estate and to the persons named in the order of the Maori Land Court, subject to any existing valid leases, licences, mortgages, or charges.

(4) If, when any such order is received by the District Land Registrar, the title to the land affected has not already been registered, the order shall be embodied in the provisional register as a folium thereof, and all the provisions of the Land Transfer Act 1952 shall apply accordingly:

1952, No. 52

Provided that if any instrument granted by the Maori Trustee has not been registered, it may thereafter be registered as if the Maori Trustee still remained the registered proprietor, and shall take effect as if it were a valid and effective dealing by the registered proprietor thereof.

(5) Where the land to which any such order relates is affected by any instrument of alienation executed by the Maori Trustee while the land was vested in him, the Maori Land Court may, by that or by any subsequent order, direct that the Maori Trustee shall continue to

exercise the powers of the lessor or grantor of any licence, and thereupon the Maori Trustee shall exercise all powers as if he still remained the lessor or grantor under the alienation referred to until such time as the Maori Land Court may by order revoke the direction.

Former lessee not relieved of liability for breaches of covenant.

71. Nothing in this Act or in any lease granted under this Act shall relieve the lessee of any liability in respect of the breach of any of the terms, covenants, and conditions of any subsisting lease, and the Maori Trustee may, notwithstanding the expiry of any such lease, proceed against the lessee who has held under that lease for damages in respect of any breach as aforesaid.

Land subject to Part XVI of Maori Land Act 1931 no longer so subject.
See Reprint of Statutes, Vol. VI, p. 244

72. (1) All land which, immediately prior to the commencement of this Act, is subject to the provisions of Part XVI of the Maori Land Act 1931 shall, on the commencement of this Act, cease to be so subject, and the District Land Registrar is hereby authorized and directed to cancel any memorial on any certificate of title to the effect that the land comprised therein is subject to the said Part XVI or the corresponding provisions of any former Act.

(2) The rights, powers, functions, and duties conferred on the Maori Trustee by any lease shall not be affected by reason of the land to which the lease relates ceasing, under the provisions of subsection one of this section, to be subject to Part XVI of the Maori Land Act 1931.

Protection of leases of Otiranui Nos. 2 and 3.

73. Nothing in Parts I and II of this Act shall apply to the leases which have been granted in respect of the land containing five hundred and four acres three roods and thirty-four perches, more or less, known as Otiranui No. 2 and comprised in certificate of title Volume 434, folio 110, Wellington Registry, and of the land containing seven hundred and ninety-one acres three roods and thirty-four perches, more or less, known as Otiranui No. 3 and comprised in certificate of title Volume 157, folio 208, Wellington Registry.

Validation of leases granted by former Maori Land Boards.
See Reprint of Statutes, Vol. VI, p. 220

74. All leases hitherto granted by any former Maori Land Board in respect of any land which became vested in it under Part XIV or Part XV of the Maori Land Act 1931, or the corresponding provisions of any former enactment shall, notwithstanding the terms of the lease or the terms of any trust instrument, be deemed for all purposes to have been lawfully and validly granted.

75. It shall not be lawful for any lessee of a subsisting lease, after the commencement of this Act and until a new lease is issued under this Act, to cut or remove, or to authorize or permit any other person to cut or remove from the land comprised in the lease any timber or timber trees; and, if any lessee cuts or removes or authorizes or permits any timber or timber trees to be cut or removed in contravention of the provisions of this section, the Maori Trustee may exercise in respect of the lease and the lessee the same remedies that he could have exercised if it had been a term of the lease that the lessee should not cut or remove or authorize or permit any timber or timber trees to be cut or removed and that he should be liable, at the suit of the lessor, for damages in respect of the timber or timber trees so cut or removed.

Restrictions on lessee removing timber.

76. (1) The Governor-General may from time to time, by Order in Council, make all such regulations as may be contemplated by this Act or as may in his opinion be necessary or expedient for giving effect to the provisions of this Act and for the due administration thereof.

Regulations.

(2) All regulations made under this section shall be laid before Parliament within twenty-eight days after the date of the making thereof if Parliament is then in session, and, if not, shall be laid before Parliament within twenty-eight days after the date of the commencement of the next ensuing session.

77. The enactments specified in the Second Schedule to this Act are hereby repealed.

Repeals.

Schedules.

SCHEDULES

Section 31

FIRST SCHEDULE

MEMORANDUM OF LEASE

THE Maori Trustee, a corporation sole constituted under the Maori Trustee Act 1953 (hereinafter with his successors and assigns referred to as "the lessor"), being registered as proprietor of an estate in fee simple, subject, however, to such encumbrances, liens, and interests as are notified by memorandum underwritten or endorsed hereon, in all that parcel of land described in the Schedule hereto, in exercise of the powers conferred upon him by the Maori Vested Lands Administration Act 1954 (hereinafter referred to as "the Act") doth hereby lease unto (hereinafter with his executors administrators and assigns referred to as "the lessee") all the said land to be held by the lessee as tenant for the term of twenty-one years from and including the day of 195 yielding and paying therefor:

- (a) For and during the first ten years of the said term the yearly rent of :
- (b) For and during the next eleven years of the said term a yearly rent calculated on the basis of five pounds per centum of the unimproved value of the said land as ascertained by the Valuer-General in terms of section 24 of the Act in the month of 196 :
Provided that such rent shall be not less than the rent for the preceding term of ten years.

And the lessee doth hereby covenant with the lessor as follows:

1. That the lessee will pay the rent hereby reserved half yearly in advance on the first days of and in each and every year of the said term free of exchange at the Maori Trust Office at or such other place or places as the Maori Trustee may from time to time direct.

2. That the lessee will during the said term and as and when the same shall become due and payable duly and punctually pay and discharge all rates taxes charges including electric light and power charges and assessments (other than Landlord's Land Tax) which during the said term may be rated taxed charged assessed or made payable in respect of the said land (all such rates charges and assessments in respect of the first and last years of the said term being apportioned between the parties and the lessee will pay his proportion thereof whether or not the same shall be due and payable before the commencement or after the termination of the term hereby created).

3. That subject to the provisions of clause 4 hereof the lessee will not assign sub-let or part with the possession of the land hereby demised or any part thereof without the consent of the lessor in writing first had and obtained: Provided that such consent shall not be unreasonably or arbitrarily withheld in the case of a reputable assignee sub-tenant or under-lessee.

FIRST SCHEDULE—*continued*

4. That if the lessee shall be desirous of assigning the within lease whether in whole or in part he shall first offer to surrender the same to the lessor at a consideration to be agreed upon between the lessee and the lessor and failing any such agreement within two months after the date of any such offer the lessee subject to the provisions of clause 3 hereof shall be at liberty to so assign: Provided that the provisions of this clause shall not apply in respect of any assignment to the wife (husband) of the lessee or to any child, brother or sister of the lessee or to any assignment by operation of law or pursuant to any disposition by will.

5. That the lessee will within two years of the commencement of the term of the within lease erect and put upon the boundaries of the land herein demised or upon such boundaries upon which no substantial fence exists a sufficient fence within the meaning of the Fencing Act 1908.

6. That the lessee will at all times during the continuance of the said term repair and keep and maintain in good and substantial repair all buildings and other erections fences gates hedges culverts dams drains crossings fixtures stockyards and every description of improvement now or hereafter standing or being upon or growing on the hereby demised land and will renew all such parts thereof as shall become decayed or unserviceable and will at the end or sooner determination of the said term yield up the same in like good order and condition and the lessee will during the term and at intervals of not more than five years paint in a workmanlike manner all the outside woodwork and ironwork of all buildings (including the roof) now or hereafter to be erected upon the land hereby demised with two coats of proper oil colour.

7. That the lessee will insure and keep insured to the full insurable value thereof all buildings of an insurable nature for the time being erected upon the demised land in the names of the lessor and the lessee for their respective rights and interests in some responsible insurance office in New Zealand to be approved by the lessor and in the event of the said buildings or any of them being destroyed or damaged by fire all moneys received under and by virtue of any such insurances shall forthwith be expended in reinstating or repairing the building or buildings so destroyed or damaged.

8. That the lessee will during the term cultivate use and manage all such parts of the said land as now are or shall hereafter be broken up and converted into tillage in a proper and husbandmanlike manner and will not impoverish or waste the same but will keep the same in good heart and condition and will at the end or sooner determination of the term leave all such parts of the said land as shall be broken up in good permanent English grasses and clovers of the descriptions and in the proportions usually sown in the district.

9. That the lessee will use the most approved modern methods to suppress and eradicate all noxious weeds and plants that are such by law from time to time in the district in which the

FIRST SCHEDULE—*continued*

said land is situate growing on the said land or upon the near half of any adjoining road and will grub up and destroy all gorse growing as aforesaid otherwise than in or upon the true line of fence without contribution from the lessor and will duly and punctually comply with all directions of the lessor or his agent as to the methods to be used or otherwise and also with all the provisions of the Noxious Weeds Act 1950: Provided that the lessee shall have no claim against the lessor in respect of the reasonable expenses mentioned in section 10 of the said Act and the lessee shall indemnify the lessor against all and any contribution or contributions costs charges and expenses which the lessor may be called upon or compelled to pay under the said Act.

10. That the lessee will at all times during the continuance of the said term keep clean and open all ditches drains and water courses on the said land.

11. That the lessee will not at any time during the term hereby created over-stock the said land and will not during the last year of the said term depasture upon the said land a greater number of stock than he shall have had depasturing upon the said land during the previous twelve months of the said term.

12. That the lessee will while using the said land as a dairy farm in all respects comply with all the provisions of the Dairy Industry Act 1952 so far as the same relate to the demised premises and under no circumstances shall the lessor be liable to pay or to contribute to expenditure by the lessee on buildings or other improvements upon the demised premises notwithstanding the provisions of section 8 of the Dairy Industry Act 1952.

13. That the lessee will not at any time during the continuance of the term hereby created without the written consent of the lessor first had and obtained request or permit any Electric Power Board to instal any motor electric wires electric lamps or other electrical fittings or equipment on or about the premises hereby demised or do or cause or permit to be done any act deed matter or thing whereby any charge under section 119 of the Electric Power Boards Act 1925 shall or may be created upon the said premises in respect to the same.

14. That the lessee will in a husbandmanlike manner and at the proper season for so doing in each year topdress so much of the land herein demised as shall be laid down in pasture with artificial manure suitable to the nature of the soil and of a quantity normally used in the district.

15. That the lessee will not during the said term take or permit or suffer to be taken from the said land or any part thereof more than three crops other than grass in successive years and will at the end or sooner determination of the said term leave the said land laid down in good permanent English grasses and clovers as provided by clause 8 hereof.

FIRST SCHEDULE—*continued*

16. That the lessee will at his own cost and expense do all things necessary to comply with the provisions of the Rabbit Nuisance Act 1928 and to keep the said land free and clear of rabbits and other noxious vermin and will indemnify the lessor against all and any contribution or contributions costs charges and expenses which the lessor may be called upon or compelled to pay under the said Act.

17. That the lessee will not allow pigs to roam at large over the said land but will at all times keep them in proper pig proof enclosures.

18. That the lessee will pay all costs and expenses incurred in the preparation and completion of these presents and all costs and expenses incurred by the lessor in relation to any notice or any proceeding under the provisions of The Property Law Act 1952 relating to forfeiture and relief against forfeiture (notwithstanding that, and whatever the means by which, such forfeiture may be avoided): Provided that in relation to any proceedings as aforesaid the costs and expenses shall be borne as the Court may order.

19. That subject to the provisions of section 29 of the Act the lessee will keep any native bush or shrubbery shelter ornamental or other trees at any time growing upon the said land in good order and condition and will not without the consent in writing of the lessor cut down damage or destroy or permit to be cut down damaged or destroyed any of the said native bush shrubbery shelter ornamental or other trees at any time growing on the said land and will use all proper and reasonable means to preserve the same and will not remove or permit to be removed from the said land any fencing posts timber or firewood: Provided that the lessee may use for his own requirements on the said land for repairing or erecting fences and for firewood any logs or dead timber on the said land.

20. That if the lessee severs from the said land any timber trees whether related to the erection of fences or not he shall be liable to the lessor for damages in respect of the timber trees so severed from the land.

21. That the lessee will not call upon or compel the lessor to contribute to the cost of erecting repairing and maintaining any boundary fence which may now or hereafter be erected between the land hereby demised and any land adjacent thereto in which the lessor may have any estate or interest either in his own right or as agent or trustee for any owner: Provided that this covenant shall not enure for the benefit of any purchaser or lessee from the lessor of such adjacent land so as to deprive the said lessee of any rights he would have (but for this covenant) against the occupier (other than the lessor) of any adjoining land.

FIRST SCHEDULE—*continued*

22. That in burning off or lighting fires upon the demised premises the lessee shall in all respects comply with the provisions of the Forest and Rural Fires Act 1947 and shall use every care and precaution to prevent fires from spreading to adjoining properties and will indemnify the lessor and the owners against all claims for damage caused by any fire lit by the lessee or his agents and so spreading as aforesaid and against all contributions costs charges and expenses which the lessor or the owners may be compelled to pay pursuant to the provisions of the Forests and Rural Fires Act 1947 or otherwise howsoever.

And the lessor doth hereby covenant with the lessee as follows:

23. That the lessee having performed and observed the covenants and conditions on his part herein contained or implied shall subject to the provisions of the Act be entitled on the termination by effluxion of time of the term hereby created (unless a renewed term shall be created as hereinafter appears and in such case he shall be entitled on the termination by effluxion of time of such renewed term or on any earlier determination by the lessor of such renewed term pursuant to notice under *section 21* of the Act of his intention to resume possession of the said land) to compensation to the extent of two-thirds of the value of improvements effected by him.

24. That for the purpose of ascertaining the amount of the compensation to which the lessee is so entitled under the foregoing clause 23 hereof the value of the said improvements shall be determined by a valuation to be made by the Valuer-General in accordance with the provisions of *section 28* of the Act.

25. That when the lessee proposes to make on the said land any improvement of the kind referred to in clause 23 hereof he shall be entitled on application to the lessor to have a record made by the lessor at the cost in all things of the lessee of the particulars of the nature of those improvements and of the state and condition of the land before the making of the improvements.

26. That provided the lessor has not at least one year prior to the expiration of the term hereby created given notice to the lessee by delivering the same personally or by sending the same to him by registered post addressed to him at his last named place of abode or business that he desires to resume possession of the said land the lessee shall have the right to elect not more than six months and not less than three months before the expiration of the term hereby created to take a renewal of the within lease for a further period of twenty-one years subject to the right of the lessor on giving at least one year's notice to the lessee prior to the expiration of the fifteenth or twenty-first year of such renewed term of his desire so to do to resume possession of the said land on the payment to the lessee of compensation to the extent of two-thirds of the value of improvements effected by him.

FIRST SCHEDULE—*continued*

27. That if the lessee elects to renew the within lease as aforesaid the lessor will at the cost of the lessee grant and execute to the lessee a further lease of the said land for a term of twenty-one years subject to the lessor's right to resume possession as provided in the preceding clause the lessee yielding and paying therefor:

- (a) For and during the first ten years of the said term a yearly rent equal to five pounds per centum of the unimproved value as ascertained by the Valuer-General in accordance with the provisions of section 25 of the Act: Provided that any such rental shall be not less than the rent reserved for the last eleven years of the expired term:
- (b) For the next eleven years of the said term a yearly rental equal to five pounds per centum of the unimproved value ascertained as aforesaid: Provided that any such rental shall be not less than the rent reserved for the preceding ten years:

such renewed lease otherwise to contain the like covenants and provisions as are herein contained including the within provision for renewal and the lessee on the execution of such renewed lease will execute a counterpart thereof.

And it is hereby mutually agreed and declared by and between the parties hereto as follows:

28. That if the lessee elects not to accept a renewed lease or fails to execute a renewed lease within one month after the same is tendered to him for the purpose, the right to a new lease of the land shall as soon as practicable be put up to public competition by public tender in accordance with the provisions of section 33 of the Act, and the rights of the lessee with respect to compensation for improvements shall be determined by reference to the provisions of that section and section 34 of the Act, and not otherwise.

29. The lessor may at all reasonable times during the continuance of the term hereby created enter upon the said land by any agent officer or servant of the lessor for the purpose of viewing the state and condition thereof and of the buildings and erections thereof.

30. That subject to the provisions of section 29 of the Act there are hereby excepted and reserved from this demise all milling timber flax coal lignite stone clay kauri-gum and other metals or minerals whatsoever in or upon the land hereby demised with full power and liberty to the said lessor its agents servants grantees or licensees to enter upon the said land for the purpose of searching for working winning getting and carrying away all such metals minerals and other things so reserved as aforesaid and for this purpose to make such roads erect such buildings sink such shafts, and do all such things as may be necessary: Provided that in the exercise of such rights the lessor shall cause as little interference as possible with the lessee's user of the said land and provided further that the lessor shall pay a fair compensation to the lessee for all loss or damage sustained by

FIRST SCHEDULE—*continued*

the lessee by the exercise of any such powers by the lessor. The amount of any such compensation shall in default of agreement be determined by two arbitrators and in case the arbitrators cannot agree, by their umpire, in accordance with the provisions of the Arbitration Act 1908; and these presents shall for the purpose be deemed to be a submission under that Act.

31. That if the lessee shall at any time make default in the performance of any of the covenants conditions or provisions on the part of the lessee herein expressed or implied it shall be lawful for the lessor (without prejudice to any right of re-entry or other right) to perform any such covenant condition or provision on behalf of the lessee (and if necessary for so doing to enter upon the said premises) and all moneys paid and expenses incurred in so doing and also all costs incurred by the lessor in connection therewith shall be forthwith repaid to the lessor by the lessee together with interest thereon at the rate of ten pounds (£10) per centum per annum and shall be recoverable by distress under the Distress and Replevin Act 1908 or otherwise as if the same were rent in arrear hereby reserved and it shall be lawful for the lessor or the agent of the lessor at all times for the purpose aforesaid and for the purpose of viewing the demised premises to enter upon the said premises with such workmen and other persons as the lessor or the agent of the lessor shall think fit and to remain there for such time as in the circumstances shall be reasonable and proper.

32. That in case the rent payable hereunder or any part thereof shall be unpaid on any day on which the same ought to be paid and shall remain unpaid for thirty (30) days thereafter whether the same shall have been lawfully demanded or not or in case the lessee becomes bankrupt or compounds with or assigns his estate for the benefit of his creditors or in case of the breach non-observance or non-performance by the lessee of any covenant condition or restriction herein on the lessee's part contained or implied then and in every such case it shall be lawful for the lessor forthwith or at any time thereafter without notice or suit to enter upon any part of the said demised land in the name of the whole and thereby to determine the estate of the lessee under these presents but without releasing the lessee from liability in respect of any breach of any of the said covenants conditions and restrictions.

33. It is hereby declared that the covenants powers and conditions implied in leases by the Property Law Act 1952 shall be implied herein except in so far as the same are hereby modified or negatived.

34. It is hereby further declared that terms and expressions defined in the Act shall when used in these presents have the meanings so defined and that where the Act directs the inclusion of any provision in these presents that provision shall be deemed to be included herein in accordance with the Act and not otherwise.

FIRST SCHEDULE—*continued*

SCHEDULE

Description of Land

I, _____, do hereby accept this lease of the above-described land to be held by me as tenant subject to the covenants conditions and restrictions above set forth.

Dated this _____ day or _____.

Signed by the Maori Trustee as lessor by _____ acting for the Maori Trustee pursuant to section nine of the Maori Trustee Act 1953 and sealed with the Maori Trustee's Seal of Office in the presence of:	}	The Maori Trustee by _____ acting for the Maori Trustee pursuant to section nine of the Maori Trustee Act 1953.
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Signature:.....

Occupation:.....

Address:.....

Signed by the above-named _____ as lessee in my presence:

Signature:.....

Occupation:.....

Address:.....

SECOND SCHEDULE

Section 77

ENACTMENTS REPEALED

- 1910, No. 69—
The Thermal Springs Districts Act 1910. (Reprint of Statutes, Vol. VI, p. 366.)
- 1931, No. 31—
The Maori Land Act 1931: Parts XIV, XV, and XVI. (Reprint of Statutes, Vol. VI, p. 220.)
- 1948, No. 69—
The Maori Purposes Act 1948: Section 13.
- 1950, No. 98—
The Maori Purposes Act 1950: Section 8.
- 1951, No. 75—
The Maori Purposes Act 1951: Section 9.
- 1952, No. 70—
The Maori Purposes Act 1952 : Section 6.
- 1953, No. 112—
The Maori Purposes Act 1953 : Section 29.