

SUPPLEMENTARY ORDER PAPER.

HOUSE OF REPRESENTATIVES.

Monday, the 18th Day of November, 1907.

MAORI LAND CLAIMS ADJUSTMENT AND LAWS AMENDMENT BILL.

Mr. HERRIES, in the Native Affairs Committee, to move the following new clauses:—

Restraining
orders.

4A. Every restraining order obtained *ex parte* may be rescinded at any time by a Judge on sufficient cause being shown by any party affected thereby, and either upon or without notice to the party obtaining such order as to the Judge rescinding the same may seem fit; and if any restraining order shall be filed in the Supreme Court under section thirty-five of the Native Land Court Act, 1894, the Supreme Court shall have the same jurisdiction to rescind the same as if such restraining order had been an injunction issued by the Supreme Court.

4B. Every restraining order obtained *ex parte* shall be made only on the condition that the party obtaining the same shall be answerable in damages to any party affected thereby, if it shall be made to appear to a Judge of the Supreme Court that such order was made in derogation of the rights of such party affected; and any Judge of the Supreme Court shall have jurisdiction to try any question arising under this section on summons, and award such damages and make such order as shall seem just.

A. Any Native or European aggrieved by any decision of a Board on an application under section sixteen of the Maori Land Settlement Act, 1905, shall have the same right of appeal to the Native Appellate Court against such decision as if the same had been given by the Native Land Court on application for confirmation of a lease.

B. Every application to a Board for approval of a lease, and every appeal as aforesaid, shall be dealt with as if the proviso to section ten of the Native Land (Validation of Titles) Act, 1893, had, *mutatis mutandis*, been incorporated with and formed part of the said section sixteen aforesaid.

C. It shall be no objection to the renewal of a lease that it was executed or takes effect pending the expiry of an existing lease, provided the rent reserved by such renewal is adequate and is payable as from the date of such renewal.