

1886.
NEW ZEALAND.

EDUCATION.

ENDOWMENT RESERVES FOR PRIMARY EDUCATION IN THE COLONY.

Return to an Order of the House of Representatives, dated 22nd July, 1885.

Ordered, "That a return be laid before this House setting forth the area and estimated value of the educational reserves in each county and educational district. Such return to show—(1) the time and conditions upon which the reserves are leased; (2) the present income derived in each case therefrom; (3) the number of acres now remaining unlet; (4) the name of the county and educational district where such reserves are situated; (5) the probable increases that might be derived from the lease of such unlet reserves."—(Mr. SMITH.)

[NOTE.—A very complete return of the endowment reserves for secondary and university education was laid upon the table of the House of Representatives last session. See Appendix to the Journals of the House of Representatives, 1885, E.—11.]

1. PRIMARY EDUCATION RESERVES (VESTED BY ACT IN SCHOOL COMMISSIONERS).

Auckland Education District.

County or Borough [B].	Reserves Leased.			Reserves Not Leased.		
	Area.	Estimated Present Capital Value.	Present Annual Income.	Area.	Estimated Present Capital Value.	Estimated Annual Income if Leased.
	A. R. P.	£ s. d.	£ s. d.	A. R. P.	£ s. d.	£ s. d.
Mongonui	..	..	..	2,669 1 28	1,992 0 0	
Hokianga	150 1 24	1,959 0 0	67 13 6	2,000 1 5	1,755 0 0	
Bay of Islands	..	..	..	1,032 2 0	717 0 0	
Hobson	1,065 0 12	1,190 10 0	25 9 0	2,808 0 5	3,431 5 0	
Whangarei	382 0 0	379 0 0	14 10 6	7,926 3 22	4,769 10 0	
Rodney	1,090 0 0	790 0 0	36 10 0	3,090 0 39	2,508 15 0	
Waitemata	33 3 8	255 0 0	52 10 0	3,239 0 27	2,783 0 0	
Eden	139 3 29	6,807 0 0	208 0 0	87 1 20	513 0 0	87 0 0
Manukau	999 3 17	3,048 0 0	111 5 0	1,432 3 31	1,926 0 0	
Raglan	408 2 2	300 10 0	19 0 0	341 1 6	329 10 0	17 0 0
Waikato	112 0 2	384 0 0	32 10 0	564 0 18	948 0 0	28 0 0
Waipa	229 3 4	855 0 0	33 15 0	161 3 25	1,673 0 0	8 0 0
Coromandel	..	..	..	15 2 30	32 0 0	5 0 0
Piako	281 0 0	843 0 0	26 16 0	131 2 27	394 0 0	6 10 0
Tauranga	..	..	..	549 0 0	275 0 0	27 10 0
Whakatane	..	..	..	3 0 0	6 0 0	3 0 0
East Taupo	..	..	..	14 1 32	14 0 0	
Auckland [B]	0 1 23	1,500 0 0	74 0 0	0 1 20	1,500 0 0	100 0 0
Hamilton [B]	2 0 0	635 0 0	21 10 0	3 0 0	135 0 0	3 0 0
Onehunga [B]	0 2 35	60 0 0	2 10 0	0 1 18	30 0 0	5 0 0
Parnell [B]	..	..	..	1 0 0	30 0 0	2 0 0
Total	4,895 1 36	19,006 0 0	725 19 0	26,072 2 33	25,762 0 0	

Taranaki Education District.

Taranaki	1,654 3 29	3,791 6 0	295 18 4	3,172 1 4½	9,517 10 0	
Clifton	83 2 6	417 10 0	24 5 3	63 0 29	315 0 0	
New Plymouth [B]	52 2 0	2,625 0 0	133 12 5	18 2 22½	925 0 0	
Total	1,790 3 35	6,833 16 0	453 16 0	3,254 0 16	10,757 10 0	

Wanganui Education District.

County or Borough [B].	Reserves Leased.						Reserves Not Leased.											
	Area.			Estimated Present Capital Value.			Present Annual Income.			Area.			Estimated Present Capital Value.			Estimated Annual Income if Leased.		
	A.	R.	P.	£	s.	d.	£	s.	d.	A.	R.	P.	£	s.	d.	£	s.	d.
Hawera	1,075	2	10	3,764	5	0	191	17	10	1,866	1	6	5,598	0	0			
Patea (1)	258	1	28	1,870	10	0	92	16	6	332	1	10	1,995	0	0			
Patea [B]	2	1	0	112	10	0	13	10	0	0	1	0	12	10	0			
Hawera [B]	..	..	..	..	..	..	..	..	..	10	0	26	400	0	0			
Patea (2)	88	0	0				28	10	0	..	..	..	..			..	..	
Wanganui	684	2	0				70	17	7	..	..	..	..			..	..	
Rangitikei	506	2	2				76	0	0	..	..	..	..			..	..	
Manawatu	987	0	29				87	3	8	130	1	32						
Waitotara	215	1	37				25	0	0	..	..	..	..			..	..	
Oroua	2,041	1	35				143	2	2	626	1	25						
Palmerston [B] ..	2	2	0				8	0	0	3	2	0						
Wanganui [B] ..	1	0	0				1	0	0	..	..	..	..			..	..	
Total	5,862	3	21				737	17	9	2,969	1	19						

(1) Patea in Taranaki Provincial District. (2) Patea in Wellington Provincial District.

Wellington Education District.

Wairarapa East ..	1,186	2	25	..	..	..	150	2	0	3,481	3	37	..	..	..
Wairarapa West ..	6,039	2	13	..	..	..	155	17	6	3,055	2	0	..	..	..
Hutt ..	366	1	0	..	..	..	13	10	0	1,657	1	39	..	..	..
Wellington [B] ..	1	0	0	..	..	..	5	0	0	1	0	0	..	..	..
Total ..	7,593	1	38	..	..	..	324	9	6	8,195	3	36	..	..	..

Hawke's Bay Education District.

Cook ..	739	2	39	7,074	0	0	457	14	8	4,696	3	33	2,144	0	0	60	0	0
Wairoa (1) ..	15,747	2	0	4,391	0	0	125	0	0	1,955	2	0	479	0	0	15	0	0
Gisborne [B] ..	13	3	1	5,836	0	0	225	0	0	..	..	..	..	..	..	..	..	
Wairoa (2) ..	15,459	1	31	10,805	0	0	655	15	3	16	1	21	124	10	0	..	..	..
Hawke's Bay ..	6,798	0	22	6,425	0	0	180	10	6	1,145	0	27	1,436	0	0	..	..	..
Waipawa ..	323	1	22	1,785	0	0	60	6	9	4,151	1	10	5,026	5	0	..	..	..
Patangata ..	1,373	2	32	3,699	0	0	109	10	6	9,702	0	0	7,303	10	0	..	..	..
Napier [B] ..	14	3	32	17,990	0	0	1,031	16	6	..	..	..	..	..	..	..	..	..
Total ..	40,470	2	19	58,005	0	0	2,845	14	2	21,667	1	11	16,513	5	0	..	..	..

(1) In Auckland Provincial District. (2) In Hawke's Bay Provincial District.

Marlborough Education District.

Marlborough ..	541	0	14	2,008	0	0	100	5	0	80	2	8	185	0	0	11	0	0
Picton [B] ..	1	0	0	100	0	0	4	0	0	6	3	0	400	0	0	27	0	0
Total ..	542	0	14	2,108	0	0	104	5	0	37	2	8	585	0	0	38	0	0

Nelson Education District.

Waimea ..	1,406	3	5	1,000	0	0	56	12	9	396	0	13	250	0	0	..	..	..
Collingwood ..	154	0	0	154	0	0	17	0	0	182	3	10	182	0	0	..	..	..
Buller ..	4	3	8	10	0	0	1	0	0	99	2	8	99	10	0	..	..	..
Inangahua ..	51	1	36	75	0	0	9	12	0	96	2	0	150	0	0	..	..	..
Westport [B] ..	2	1	0	290	0	0	54	10	0	3	3	2	225	0	0	..	..	..
Reefton ..	0	2	0	60	0	0	6	0	0	5	2	20	433	0	0	..	..	..
Total ..	1,619	3	9	1,589	0	0	144	14	9	784	1	13	1,339	10	0	67	0	0

North Canterbury Education District.*

Kaikoura ..	108	0	0	412	0	0	17	0	0	137	1	0	930	0	0	64	10	0
Amuri ..	2,996	0	0	11,984	0	0	386	19	7	..	..	..	..	..	..	..	..	..
Ashley ..	5,686	3	0	29,404	15	0	1,754	18	6	997	0	0	997	0	0	24	8	6
Akaroa ..	3,997	2	0	10,411	0	0	767	4	8	..	..	..	..	..	..	..	..	..
Selwyn ..	2,843	3	0	12,644	5	0	790	8	6	7	0	23	14	0	0	1	0	0
Ashburton ..	14,476	2	0	51,574	5	0	3,514	4	10	75	0	0	75	0	0	3	15	0
Total ..	30,108	2	0	116,430	5	0	7,230	16	1	1,216	1	23	2,016	0	0	93	13	6

* No reserves in boroughs.

South Canterbury Education District.

County or Borough [B].	Reserves Leased.			Reserves Not Leased.		
	Area.	Estimated Present Capital Value.	Present Annual Income.	Area.	Estimated Present Capital Value.	Estimated Annual Income, if Leased.
Geraldine	A. R. P. 11,885 1 0	£ s. d. 68,987 12 6	£ s. d. 4,092 18 4	A. R. P. 39 2 23	£ s. d. 119 0 0	£ s. d. 6 0 0
Waimate	5,111 1 0	30,820 10 0	2,403 16 0	..	..	..
Total	16,996 2 0	99,808 2 6	6,496 14 4	39 2 23	119 0 0	6 0 0

Grey Education District.

Grey (1)	33 1 24	32 10 0	10 4 0	113 2 10	246 0 0	12 0 0
Grey (2)	..	..	..	2,006 0 9	1,060 0 0	15 0 0
Greymouth [B] ..	..	..	..	9 3 17	197 2 6	10 0 0
Total	33 1 24	32 10 0	10 4 0	2,129 1 36	1,503 2 6	37 0 0

(1) In Nelson Provincial District. (2) In Westland Provincial District.

Westland Education District.

Westland	1,000 0 0	500 0 0	4 0 0	11,515 0 21	5,806 5 0	100 0 0
Hokitika [B] ..	..	..	..	12 2 32	254 0 0	25 0 0
Total	1,000 0 0	500 0 0	4 0 0	11,527 3 13	6,060 5 0	125 0 0

Otago Education District.

Waitaki	6,252 2 34	15,231 0 0	1,271 6 10	..	..	..
Vincent	..	..	..	70 0 33	35 0 0	Nil
Waihemo	933 0 8	2,679 0 0	174 4 8	..	..	..
Waikouaiti	1,641 2 34	4,953 0 0	308 3 4	95 0 0	114 0 0	3 19 0
Taieri	619 1 0	2,710 0 0	110 13 6	..	..	..
Peninsula	96 1 31	810 0 0	12 10 0	5 2 0	20 0 0	1 0 0
Bruce	2,685 0 0	4,849 0 0	211 6 1	148 0 0	124 0 0	5 0 0
Tuapeka	994 1 10	1,929 0 0	77 14 6	296 0 0	296 0 0	12 0 0
Clutha	2,052 3 33	4,294 0 0	193 12 6	1,195 0 0	1,175 0 0	3 16 0
Balclutha [B] ..	0 1 0	15 0 0	1 0 0	0 3 0	24 0 0	1 10 0
Cromwell [B] ..	0 0 5	5 0 0	2 0 0	..	..	..
Dunedin [B] ..	0 2 0	250 0 0	8 0 0	..	..	..
Hampden [B] ..	0 1 0	10 0 0	1 0 0	7 2 0	150 0 0	15 0 0
Hawkesbury [B] ..	0 2 0	20 0 0	2 5 0	7 0 0	140 0 0	14 0 0
Lawrence [B] ..	2 2 0	94 0 0	15 0 0	1 2 0	120 0 0	8 0 0
Milton [B]	..	..	..	1 1 0	35 0 0	2 10 0
Oamaru [B]	6 0 23	1,375 0 0	107 1 6	1 3 0	340 0 0	28 0 0
Palmerston [B] ..	2 3 38	206 0 0	18 10 0	2 0 6	105 0 0	8 0 0
Port Chalmers [B] ..	..	..	..	0 3 0	45 0 0	6 0 0
Total.. ..	15,288 2 16	39,530 0 0	2,514 7 11	1,832 0 39	2,723 0 0	108 15 0

Southland Education District.

Lake	457 2 34	1,737 0 0	141 13 6	60 0 24	205 0 0	15 0 0
Wallace	140,231 3 38	57,560 0 0	4,295 5 7	459 2 0	950 0 0	75 0 0
Southland	199,149 3 13	170,578 0 0	8,159 15 5	23,989 1 30	39,071 0 0	1,953 11 0
Campbelltown [B] ..	..	..	..	5 0 0	100 0 0	5 0 0
Invercargill [B] ..	6 1 0	2,700 0 0	87 0 0	..	..	..
Queenstown [B] ..	0 1 6	15 0 0	2 0 0	0 0 16	5 0 0	0 10 0
Riverton [B]	0 3 0	100 0 0	7 15 0	3 2 0	140 0 0	5 0 0
Winton [B]	0 3 7	70 0 0	4 0 0	3 0 8	100 0 0	8 0 0
Total.. ..	339,847 2 18	232,760 0 0	12,697 9 6	24,520 2 38	40,571 0 0	2,062 1 0

2. SUMMARY OF PRIMARY EDUCATION RESERVES IN THE EDUCATION DISTRICTS.

Education Districts.	Reserves Leased.						Reserves Not Leased.											
	Area.			Estimated Present Capital Value.			Present Annual Income.			Area.			Estimated Present Capital Value.			Estimated Annual Income if Leased.		
	A.	R.	P.	£	s.	d.	£	s.	d.	A.	R.	P.	£	s.	d.	£	s.	d.
Auckland ..	4,895	1	36	19,006	0	0	725	19	0	26,072	2	33	25,762	0	0			
Taranaki ..	1,790	3	35	6,833	16	0	453	16	0	3,254	0	16	10,757	10	0			
Wanganui ..	5,862	3	21				737	17	9	2,969	1	19						
Wellington ..	7,593	1	38				324	9	6	8,195	3	36						
Hawke's Bay ..	40,470	2	19	58,005	0	0	2,845	14	2	21,667	1	11	16,513	5	0			
Marlborough ..	542	0	14	2,108	0	0	104	5	0	37	2	8	585	0	0	38	0	0
Nelson ..	1,619	3	9	1,589	0	0	144	14	9	784	1	13	1,339	10	0	67	0	0
North Canterbury ..	30,108	2	0	116,430	5	0	7,230	16	1	1,216	1	23	2,016	0	0	93	13	6
South Canterbury ..	16,996	2	0	99,808	2	6	6,496	14	4	39	2	23	119	0	0	6	0	0
Grey ..	33	1	24	32	10	0	10	4	0	2,129	1	36	1,503	2	6	37	0	0
Westland ..	1,000	0	0	500	0	0	4	0	0	11,527	3	13	6,060	5	0	125	0	0
Otago ..	15,238	2	16	39,530	0	0	2,514	7	11	1,832	0	39	2,723	0	0	108	15	0
Southland ..	339,847	2	18	232,760	0	0	12,697	9	6	24,520	2	38	40,571	0	0	2,062	1	0
Total ..	466,049	3	30				34,290	8	0	104,247	2	28						

3. SUMMARY OF PRIMARY EDUCATION RESERVES IN PROVINCIAL DISTRICTS.

Provincial Districts.	Reserves Leased.						Reserves Not Leased.					
	Area.		Estimated Present Capital Value.		Present Annual Income.		Area.		Estimated Present Capital Value.		Estimated Annual Income if Leased.	
	A.	R. P.	£	s. d.	£	s. d.	A.	R. P.	£	s. d.	£	s. d.
Auckland ..	21,396	1 36	36,307	0 0	1,533	13 8	32,725	0 26	28,385	0 0		
Taranaki ..	3,127	0 33	12,581	1 0	752	0 4	5,463	0 18	18,763	0 0		
Wellington ..	12,120	0 21			764	2 11	8,956	1 13				
Hawke's Bay ..	23,969	2 19	40,704	0 0	2,037	19 6	15,014	3 18	13,890	5 0		
Marlborough ..	650	0 14	2,520	0 0	121	5 0	174	3 8	1,515	0 0	102 10	0 0
Nelson ..	4,649	0 33	13,605	10 0	541	18 4	897	3 23	1,585	10 0	79 0	0 0
Canterbury ..	44,001	0 0	203,842	7 6	13,323	10 10	1,118	3 6	1,205	0 0	35 3	6 0
Westland ..	1,000	0 0	500	0 0	4	0 0	13,543	2 39	7,317	7 6	150 0	0 0
Otago ..	355,136	0 34	272,290	0 0	15,211	17 5	26,352	3 37	43,294	0 0	2,170 16	0 0
Total ..	466,049	3 30			34,290	8 0	104,247	2 28				

NOTE.—The information from which the preceding tables have been compiled was furnished by the School Commissioners of the several provincial districts, who alone are in possession of the requisite particulars.

For the reasons stated by the Commissioners in the following Summary, the estimates given in the last column of the tables ["Estimated Annual Income if Leased"] cannot be regarded as complete or reliable. In regard to the reserves in some of the provincial districts no estimate whatever has been given.

The School Commissioners of Wellington Provincial District have not furnished any estimate of the present capital value of the reserves: the column under this heading in their return has the following entry: "The Commissioners have no data upon which to estimate the present capital value of their reserves."

4. SUMMARY OF INFORMATION FURNISHED BY SCHOOL COMMISSIONERS.

Auckland Provincial District.

"In the last column of the table ['Probable Annual Income of Unlet Reserves'] it is quite impossible in the cases of the Counties of Mongonui, Hokianga, Bay of Islands, Hobson, Whangarei, Rodney, Waitemata, and Manukau to make even an approximate estimate of the probable rental of the unlet reserves. The Commissioners are of opinion that they have no value whatever for letting purposes at the present time. The price of freehold land is so low in these out-districts that there is no inducement to a settler to occupy a reserve unless he obtains its use for a lengthened term free, in return for improvements effected. The term of lease varies from seven to twenty-one years for country lands, and from twenty-one to forty-two years for town lands."

The leases are sometimes sold by public auction, sometimes by tender.

Conditions of Lease for Country Lands.—"1. The term of lease of the undermentioned reserves shall be years from the day of the date of the acceptance by the Commissioners of the tender for the lease thereof. 2. The rent shall be payable half-yearly in advance in case such rental shall not exceed £20 per annum; and quarterly in advance in case such rental shall amount to more than £20 per annum. The lessee shall pay the rent, or cause it to be paid, at the office of the Commissioners, Auckland. 3. The lessee shall pay all rates, taxes, and assessments of whatever kind payable or leviable in respect of the premises leased to him, or agreed so to be. And in the event of the lessee erecting a dwelling-house or other buildings upon the said premises of a greater value than £100, he shall be bound forthwith to insure and keep the same insured in the joint names of himself and the Commissioners or their assigns, in a sum equal to two-thirds of the value of such buildings. And in the event of the said buildings being destroyed or injured by fire, the said insurance money shall forthwith be used to rebuild or reinstate in their former position the buildings so destroyed or injured. And in case the lessee shall at any time fail or neglect to effect or keep on foot the said insurance, the Commissioners shall be at liberty to pay all premiums due upon the

same, and to recover the amount so paid by them, together with the interest upon the same, at the rate of £10 per centum per annum, in all respects in the same manner as if the same were rent in arrear. 4. The lessee shall be at liberty to cut, fell, clear off, and carry away any of the timber standing upon any part of the said premises for the purpose of clearing the said land for cultivation, and shall be at liberty to use any part of the said timber for fencing or other purposes connected with the occupation and cultivation of the said land, but not for sale; the lessee shall not remove any of the timber standing upon the said premises for any purpose whatsoever without having first obtained the express permission in writing of the Commissioners so to do. 5. The lessee shall not be at liberty to assign, underlet, or part with possession of the premises, or any part thereof, for the whole or any part of the term without the written consent of the Commissioners. 6. In the event of any mine or quarry being found upon the demised premises during the term of the lease, the Commissioners or their assigns shall have the exclusive privilege and right to work and utilise the same for their own benefit; and for that purpose may at all times, with all necessary workmen and servants, enter into and upon the demised premises, and shall be allowed ingress, egress, and regress to and from such land, but not more than shall be necessary for the purpose of mining, and for purposes incidental thereto. 7. In the event of the lessee laying down permanent pasture upon any part of the said land, he shall on the termination of the lease leave the same laid down in good clean grass and clover of two years' growth at least. 8. The lessee shall keep all buildings and fences standing upon and around the demised premises, or erected by him thereon, in good and sufficient repair, ordinary wear and tear alone excepted, and shall keep clean and scoured all ditches and watercourses thereupon. 9. The Commissioners, or their agent, may at all reasonable times enter into and upon the demised premises and view the state and condition thereof, and may serve a notice upon the lessee, either personally or by leaving the same at his last known place of abode, or on the said demised premises, requiring him to repair the same within a reasonable time; and in case the lessee shall not comply with such notice within one calendar month after service thereof, or if the rent shall be in arrear and unpaid for three calendar months after any of the days appointed for payment thereof, or in case of the breach of any of the covenants, conditions, or agreements implied or expressed in the lease, the Commissioners may re-enter on the premises, or any part thereof, and retake possession thereof, and remove all persons found in possession thereof, in the same manner as if judgment in an action of ejectment had been recovered against the lessee, and a writ of possession issued, without being liable to any action of trespass or otherwise. 10. The Commissioners may at any time during the currency of a lease take and use for the purposes of a school site an area not exceeding five acres upon allowing the lessee a proportionate reduction on the amount of his annual rent: Provided that such area shall not be occupied by any buildings, and also that, if such area shall be under crop or cultivation, reasonable compensation, to be fixed by arbitration if the parties do not agree, shall be paid by the Commissioners to the lessee. 11. The lessee shall be bound peaceably and quietly to give up possession of the premises at the expiration of the term, and to leave the same in good order and condition." There are some slight modifications in the conditions of leases of town and forest lands.

Taranaki Provincial District.

"The last column ['Estimated Annual Income if Leased'] is not filled in, as it would be misleading, as scarcely two persons would agree as to the amount of income if leased; it would be influenced by so many contingencies." The Secretary states: "I believe the chief cause why so many reserves are unlet is the shortness of tenure. The only remedy that occurs to me is the perpetual-leasing system of 'The Land Act, 1885.'"

"*Conditions of Bush Leases.*—1. Lessee to fell and properly clear up at least three-fourths of the total acreage of the land let. 2. Lessee to sow clearings with mixed English grasses at rate of at least two bushels to the acre, or with clean cocksfoot. 3. Lessee to leave the bush standing and untouched on at least one-eighth of the total acreage. 4. Lessee to cultivate in a husband-like manner, and not impoverish or destroy. 5. Lessee to keep land free from noxious weeds and stray furze, and leave it either in good arable condition or in grass (sown as above provided and not less than a year from the end of the term). 6. Lessee to leave the land or the part cleared enclosed with a substantial ring-fence. 7. Lessee to keep and deliver up all buildings, whether attached to the freehold or otherwise, hedges, fences, and gates, in good and tenantable repair. 8. Lessee not to plant furze hedges without leave. 9. Lessee not to assign or underlet without leave. 10. Lessors to have right of re-entry, if rent in arrear one month, or on breach or neglect of any of the lessee's covenants expressed or implied in the lease; but right of re-entry not to be exercised without written notice specifying breach complained of, and requiring lessee to remedy it within reasonable time, except in the cases of default in payment of rent and assigning or underletting without consent.—N.B.: Ordinary leases of open land contain the same covenants except the first three."

Wellington Provincial District.

Rural lands are leased for seven, fourteen, or twenty-one years, as the Commissioners may deem advisable. Town lands are usually let on building leases for forty-two years.

The following are the leading conditions of lease: The lessee will at all times during the currency of the lease pay all rates, taxes, assessments, and outgoings whatsoever payable in respect of the land demised, or of the yearly rent, whether the same shall by law or custom be payable by landlord or tenant. The lessee will at all times during the term of lease keep all buildings, erections, and fences erected or that may be erected upon or around the demised lands in good, substantial, and tenantable repair. The lessee of arable lands will fence and cultivate according to specific conditions in the lease, and he must not, without leave, assign or sublet. If the rent or any part of it shall be in arrear or unpaid for one calendar month after it becomes due, the Commissioners may re-enter and take possession of the land, and remove the lessee therefrom.

Hawke's Bay Provincial District.

The amount set down as estimated present capital value of the leased reserves " includes the total value of the interests of lessors and lessees combined."

"Almost the whole of the unleased reserves are lands covered with forest. The Governor by a Proclamation issued the 1st April, 1884, at the request of the Commissioners, declared that 9,700 acres of the forest land referred to should be sold, subject to the provisions of 'The Land Act, 1877.' Of this area, 3,410 acres are set apart under the perpetual-leasing system; the remainder is in course of survey for sale."

"The Commissioners recently offered several forest-clad sections for lease for a term of twenty-one years, under their ordinary conditions; but very few were taken up. Without conditions relating to valuations for improvements on such lands, settlers are not inclined to lease them for so short a term. It is intended at an early date to offer the unleased sections referred to on more favourable terms than when last submitted, and there is a very good prospect of the majority of them being taken up if the conditions of lease allow of a valuation for improvements."

Conditions of Lease.—"1. The upset price or highest bidding, as the case may be, shall be the amount payable by way of annual rent during the first seven years; the annual rent payable for the next seven years shall be one-fourth more than the amount of such upset price or highest bidding; and, if leased for a term of twenty-one years, the annual rent payable for the last seven years shall be one-half more than the amount of such upset price or highest bidding. The Commissioners may, however, in such cases as they think fit, offer reserves for lease at an even annual rental for the whole term. Where town lands are leased for more than twenty-one years, special conditions as to rent and otherwise may be made if the Commissioners consider it advisable. 2. The lessee shall pay the rent half-yearly, in advance, and shall also bear and pay all taxes, rates, charges, assessments, or impositions, either already made or which may afterwards be made upon or in respect of the lands, and any buildings and improvements which may be made thereon, whether chargeable against owner or occupier. 3. Should the rent not be paid punctually when due, interest at the rate of 10 per cent. per annum shall be charged thereon, from the date on which the same may be due up to the day of payment. If the lessee shall fall six calendar months in arrear of rent, or fail to perform any of the conditions of the lease, the lessors shall have power, without any formal demand having been made, to re-enter and take possession of the premises, and to let, use, and dispose thereof as they shall think fit; but the lessee shall not be thereby discharged from liability for rent due or growing due at the time of such entry, or for or on account of any previous breach or breaches of any of the covenants or conditions on his part contained or implied in the lease. 4. The lessee shall not assign the premises leased without the consent in writing of the lessors previously obtained. 5. The lessee shall not be allowed to erect buildings on any town land unless the plans have been approved by the lessors; and all buildings, fencing, and fixtures on the land shall be kept in good and tenantable repair, and be insured at the cost of the lessee, in the name of the Commissioners, to at least one-half of the cost of buildings, &c., in some responsible company in Napier, to be approved of by the Commissioners: Provided that all moneys received in respect of insurance shall be forthwith applied in or towards rebuilding or repairing the buildings destroyed or damaged by fire. 6. The lessee of any rural or pastoral land shall, if required, surrender sufficient land as a site for school premises, such site not to exceed five acres, for which a reduction in rent shall be made, as may be mutually agreed on or settled by arbitration. 7. A lease shall be granted in terms of the conditions of sale and these regulations, and the purchaser shall be bound to accept and take the said lease upon the terms aforesaid, and to execute a counterpart thereof immediately on the execution of the said lease, and to pay for the said lease and counterpart thereof, and all other fees in connection therewith. If any lessee fails to execute his or her lease within one month after the date on which the land was let, the Commissioners may again offer such land for lease, and rent paid by any person at date of first letting shall become forfeited. 8. Reserves may be withdrawn at any time prior to auction."

Nelson Provincial District.

"The general length of term is fourteen years, but there has been as yet no special distinction made between the different classes of land."

Conditions of Lease.—"1. The lessee shall pay all rates and taxes which shall at any time become payable in respect of the lands leased. 2. He shall not, during the term of the lease, assign, underlet, or otherwise dispose of the reserve or any part of it, otherwise than by will; with the consent in writing of the Commissioners first obtained he may assign the lease, estate, and interest in the entire property. 3. If at any time during the currency of the lease the rent or any portion of it shall be in arrear and unpaid for six months the lessee shall pay double the rent so in arrear. 4. If the double rent or any part of it shall be unpaid for six months after it ought to have been paid, or in case of the breach or non-performance of any of the conditions of the lease, the Commissioners may, if they think fit, cancel the lease and reoccupy the property."

Canterbury Provincial District.

"The area and value of reserves not leased is very small. These have been advertised 'To Let,' but in no case was any tender received; so the amount put down as probable annual income if leased is only contingent upon any one being induced to take them. The 997 acres in the Ashley County is contained in one reserve of very poor, stony plain, in a very out-of-the-way part of the country, and the configuration of the reserve is such that to enclose it with a fence would be very costly: hence the difficulty of getting any one to tender. The remainder of unlet land is contained in three reserves in three different counties, and is comparatively valueless, being stony in two cases and sandy hill in the other."

"The Commissioners have no town or suburban land reserves. Of pasture land they have seven reserves, containing 8,068 acres, let without any conditions for culture or improvement, on a ten years' lease, expiring on the 1st May, 1890: if the conditions had been such as to make fencing necessary it would have been quite impossible to have let some of these reserves which are now bringing good rentals. The Commissioners also have fifteen bush reserves on the Peninsula, of which three are leased for fourteen years, and twelve for twenty-one years, with conditions of clearing of bush, fencing, sowing with English grasses, &c. The remainder, 113 in number, being agricultural reserves, are leased for fourteen years on conditions similar in the majority of cases to the form of conditions hereto attached. Clause 4 of the Conditions was excised from leases of reserves which had been previously let for fourteen years; for in that case they were already fenced and subdivided. Clause 6 of these Conditions is varied to suit the particular quality of land being let, the lessee being restricted to one, two, or three crops, as the case may be. Clause 12 of Conditions is only in force when the land being leased is swamp or very wet land. Many of the old leases provided for a payment of so much rent during the first seven years of lease, and so much for last seven years; and, in the case of leases of bush reserves, so much first seven years, and so much last fourteen years. This may have been very well when the lands being let were unimproved, but the last few years we have only to deal with improved lands, and there is no object or good attained by trying to get a different rental for each period of seven years: indeed, latterly, when asked to tender in this way, tenderers used to offer the same rental for both periods. All leases terminate on the first day of May or November. If a reserve is let, say, from the 1st August in any year, the lease would be for fourteen years and three months, so that, after paying an instalment for three months' rent, the lessee would, for the remainder of his term, have to pay his rent half-yearly in advance on the first days of May and November."

"*Covenants.*—1. Term of lease fourteen years. 2. The rent to be paid in advance without demand half-yearly in Christchurch. 3. The School Commissioners reserve to themselves the right to take any portion of the demised land, not being land on which homestead or buildings are erected, not exceeding 5 per cent. of the acreage of the land, for school or planting purposes at any time during the term, and after such taking the rent is to be reduced at the rate of _____ per acre for the residue of the term, and the Commissioners are forthwith to fence off the land so taken. 4. The lessee must fence the land with a ring-fence within the first year of the term, and within the next six years subdivide by other fences into paddocks as set forth in the schedule hereto, and all such fences must be sufficient in all respects to comply with 'The Fencing Act, 1881,' or any other law to regulate the fencing of land which shall for the time being be in force. If fences are made or partly made of ditch-and-bank, they are to be planted with whitethorn or gorse in a proper manner. 5. The lessee must once a year properly cut, trim, and dress all live fences now on the land, or which may be planted upon the land during the term, and stub out all gorse not growing as fences or spreading from fences. 6. The lessee must not take more than three crops, one of which must be a root crop, from the same land in succession, and either with or immediately after a third crop of any kind the land must be sown down with good permanent English grasses and clovers, and be allowed to remain as pasture for at least three years from the harvesting of last crop before being again cropped. The lessee must sow for each acre the following proportion of seeds—namely, 20lb. rye-grass, 6lb. clover, and 4lb. of other grass seed. 7. At all times during the lease the land must be so farmed that not less than one-third of the farm be maintained in permanent pasture. 8. The lessee must properly sow and lay down at least three-quarters of the acreage of the farm with good permanent English grasses and clovers three years before the expiry of the lease, and maintain the same as permanent pasture for the residue of the term, yielding it up in good condition. 9. The lessee must not cut the English grass for hay or seed more than once during the period any portion may be down in grass. 10. The lessee must not burn any straw grown upon nor sell any straw from the land except its equivalent in value of manure be returned to the land. 11. The lessee must keep and deliver up all fences, ditches, drains, gates, &c., in good order and condition at expiration or sooner determination of term. 12. The lessee must once a year properly clean, clear from weed, and keep open all creeks, drains, ditches, and watercourses which now are or may be upon the land, and the lessors shall have the power at any time to enter upon and make any drain through the land that they may deem necessary. 13. The lessee is not to assign, sublet, or part with the possession of the land or any part thereof, without the previous consent in writing of the School Commissioners. 14. All buildings erected upon the land, whether attached to the freehold or not, are to be kept in good order and repair, and so delivered up to the School Commissioners at expiration or sooner determination of lease. 15. The lessee is to insure, and throughout the term to keep insured, in the name of the School Commissioners, in their full insurable value, all buildings which may by him be erected upon the land of the value of £50 and upwards. 16. The lease to contain a proviso for re-entry in case of the breach, non-observance, or non-performance of any of the covenants or conditions of the lease. 17. The lessee to pay all existing and future taxes, rates, assessments, and outgoings of every description in respect of the premises during the term. 18. A lease and counterpart to be prepared, embodying the above covenants and conditions, by the solicitors of the Board at the expense of the lessee. Tenders to be addressed to the Chairman of School Commissioners, Government Buildings, Christchurch. Schedule for sizes of paddocks: Farms 100 acres and up to 500 acres, in paddocks not exceeding 100 acres in extent. Over 500 acres, in paddocks not exceeding 200 acres in extent. In exceptional cases dividing fences must be approved by the Commissioners."

Westland Provincial District.

The reserves in the Township of Kumara are usually let for a term of seven years, on conditions which are to the following effect: The lessee will not, without leave, assign or sublet: in case the rent or any part of it shall be in arrear for twenty-one days, or in case of default in the fulfilment or observance of any condition of the lease expressed or implied, it shall be lawful for the Commis-

sioners to re-enter upon the premises without giving any notice; the lessee may, during or at the expiration of the term of lease, remove all or any of the buildings that he may have erected on the premises, provided he shall have given to the Commissioners twenty-one days' previous notice so to do, and shall hand to the Commissioners the rent for the full term of the lease.

Otago Provincial District.

"In filling up the last column the amount of rent has been inserted that the vacant sections are considered worth. It must not be supposed, however, that they would let at those figures, as, with the exception of those in the Wallace and Southland Counties, they have been offered at public auction on several occasions without success. The large area shown in the Southland County as vacant—namely, 23,989 acres—consists almost entirely of lands in the Waikaia, Wendon, Wendon-side, Greenvale, and Hokonui Districts which were taken from the runs for agricultural occupation, and offered partly for cash sale and partly for lease, but which have not yet been taken up. Of the above area, 12,010 acres are in the Waikaia Survey District, and they are the balance of the agricultural blocks in that district which have been offered for fourteen years' lease on three different occasions at an upset price of 1s. 6d. an acre per annum. Since the date of the return (October, 1885) 767 acres of the 12,010 acres have been taken up. The Commissioners intend offering the balance shortly, when, no doubt, some more will be leased."

"Of the 1,195 acres in the Clutha County shown as vacant, 1,077 acres are situated in the Glenomaru District, and consist chiefly of bush land, which, in the meantime, is of no value, and will not let at any price. There are several other sections in various counties which are of little value, and will not let. There is also a large number of quarter-acre sections in various townships for which there is no immediate demand."

"In putting a capital value on the reserves the question has been gone carefully into, but in several cases the value given may be wide of the mark. There is considerable difficulty in putting a correct value on land just now, more especially on pastoral land; but the opinion of several persons has been taken who are in a position to know what runs would bring if submitted to auction, and it is thought the values are not far out."

"The ordinary terms of lease for arable lands are from fourteen to twenty-one years, the former being the term in most cases. For pastoral leases and runs the terms are from seven to fourteen years, the latter being the commonest term. In some cases the leases have been given for five, seven, and ten years respectively. Town lands are leased for fourteen years, and in some cases for twenty-one years, but fourteen years is the usual term."

Conditions of Lease.—Rural Lands: "The lessee shall pay the rent half-yearly, in equal portions, and also bear and pay all taxes, rates, charges, assessments, or impositions, either already made or which may afterwards be made upon or in respect of the lands and any buildings, fencing, and improvements which may be made thereon, whether chargeable against the owner or occupier. The rent in every case shall be payable half-yearly, in advance, during the term. Lands included in any mining district duly constituted under the provisions of 'The Mines Act, 1877,' are let subject to the provisions contained in the said Act, or any amendment or re-enactment thereof authorising the occupation of such lands or any part thereof for mining purposes; but the lessors shall not be liable to pay to the lessee of any such lands so included in such mining district compensation for any damages he may sustain by reason of any such occupancy, but such lessee shall apply to the Crown for such compensation (if any) as he may be entitled to. Unless otherwise agreed upon, the lessors shall reserve all mines, metals, minerals, lime, slate, and freestone in or upon the demised land, with power to work, use, possess, sell, and dispose of the same or any parts thereof, and also to make roads through such land, and build houses and conveniences thereon, on payment of surface damages only; but, in the event of the lessee discovering any minerals on the property, the lessors will be prepared to grant him permission to work the same on advantageous terms. The fencing and cultivation of the land shall be commenced within one year from the commencement of the term, and the whole of the land shall be properly fenced and brought under cultivation within years from the commencement of the term, unless special circumstances shall, in the opinion of the lessors, render a different provision necessary. In the cultivation of the land the usual rules adopted in good husbandry shall be followed as far as practicable, and particularly during the first years of the term not more than two white crops shall be taken from the same ground in succession, and, whenever two such successive crops shall have been taken, a white crop shall not again be taken from the same ground until it has been at least two years under green crop, pasture, or summer fallow. During the last six years of the term not more than two white crops shall be taken without the intervention of a green crop, pasture, or summer fallow; and in the event of the lessee contravening this provision he shall pay £5 additional rent for every acre cultivated differently. All buildings and fences shall be kept and delivered up in good repair at the end of the term. All claims already made, and which may be made during the currency of the term, in terms of 'The Fencing Act, 1881' (or of any Fencing Act or amending Act that may be passed), by the person or persons entitled, shall be paid by the lessee. The boundary-fence at the expiry of the lease shall be a 'sufficient fence' within the meaning of the said Fencing Act or any amending Act as aforesaid. In the last year of the term grass and clover seed shall be supplied by the lessors or incoming tenant, on or before the first day of September, sufficient to sow down one-sixth of the area of the land demised, which seed shall be sown, harrowed, and rolled by the lessee at his own expense; but it shall not be necessary to sow such area in grass and clover during the last year of the term if the lessee, in lieu thereof, shall leave an equal extent of land in good pasture; and, if only a portion of the prescribed area be left in good pasture, then such additional extent only shall be sown during the last year as shall, together with the land in pasture, make up the sixth part of the area of the land. The lessee shall be bound to permit the incoming tenant to plough all land, except pasture, and to do all other necessary work, after the last year's

crop has been removed. The outgoing tenant shall be at liberty to thresh his grain on the demised land at any time within three calendar months after the expiry of the term. One calendar month before the expiry of the term, all substantial buildings and fixtures, including fencing on the land, shall be valued by arbitration as hereinafter mentioned; and the lands demised shall be offered for lease or sale by public auction, subject to the payment by the incoming tenant to the outgoing tenant of the valuation of the buildings, fencing, and fixtures so ascertained. The outgoing tenant shall leave on the land all the manure, and at least one-half of the straw grown during the last year of the term. Manure and straw shall be paid for by the incoming tenant, at a fair valuation, as ascertained by arbitration, as hereinafter mentioned. Should the rent not be paid punctually when due, interest at the rate of 15 per cent. per annum may be charged thereon, from the date on which the same may be due up to the day of payment. If the lessee shall fall six calendar months in arrears of rent, or fail to perform any of the conditions of the lease, or become bankrupt or insolvent, or execute a deed of composition, arrangement, or assignment with or for the benefit of his creditors, without the sanction of the lessors previously obtained in writing, the lessors shall have power, without any formal demand having been made, to re-enter and take possession of the premises, and to let, use, and dispose thereof as they shall think fit, without any allowance for houses, fencing, and fixtures that may have been erected or made by the lessee; but the lessee shall not be thereby discharged from liability for rent due or growing due at the time of such entry, or for or on account of any previous breach or breaches of any of the covenants or conditions on his part contained or implied in the lease. The lessee shall not assign or sublet or part with the possession of the whole or any part of the lands without the consent in writing of the lessors previously obtained. Every or any valuation or arbitration shall be made by two indifferent persons, one to be named by each party interested, and, in case of their disagreement, then by an umpire, to be chosen by the valuers previously to entering upon the consideration of the matters referred to them; and in case either of the parties shall neglect to name a valuer for the space of seven days next after a notice in writing so to do shall have been given to him or them by the other party, or shall name a valuer who shall refuse to act, then the valuation may be made by the valuer named by the other party alone. The valuers or their umpire shall have power to decide any questions which may arise in the course of their valuation, and in particular any questions as to what matters or things are proper objects of valuation, according to the true intent and meaning of these conditions. — Town Lands: Town lands shall be leased for years. The rent to be at the amount per annum offered by the highest bidder. The rent to be payable half-yearly in advance. The lessee shall pay all taxes, rates, charges, assessments, or impositions already made or that may be made upon the property, whether chargeable against landlord or tenant; and he shall also pay all charges for making and maintaining footpaths, fences. Buildings, fencing, or other improvements shall be erected or made on the property to the value of at least £ * within one year from the commencement of the lease; and all buildings, fencing, and fixtures on the land to be kept in good and tenantable repair, and to be insured, at the cost of the lessee, to at least the value aforesaid, in some respectable company in Dunedin in the name of the School Commissioners.

* The amount will depend on the situation of each section.

[Approximate Cost of Paper.—Preparation, nil; Printing (1,500 copies), £9 2s. 6d.]

By Authority: GEORGE DIBSBURY, Government Printer, Wellington.—1886.

