CAP. LXX.

An Act empowering the *Canterbury* Association to dispose of certain Lands in *New Zealand*. [14th *August* 1850.]

Letters Patent, dated 12th Feb. 4 Vict., constituting New Zealand Company.

Instructions of 23d Dec. 1846, under Sign Manual.

Additional Instructions of 27th Jan. 1849.

10 & 11 Vict. c. 112.

'WHEREAS by Letters Patent dated the Twelfth Day of *February* in the Fourth Year of the Reign of Her present Majesty certain Persons therein named were constituted a Body Corporate, with perpetual Succession and a Common Seal, by the Name of "The *New Zealand* Company," for the Purpose of purchasing, acquiring, and alienating Lands within Her Majesty's Colony of *New Zealand* and its Dependencies, and for other the Purposes therein set forth: And whereas Her Majesty on the Twenty-third Day of *December* One thousand eight hundred and forty-six issued under Her Majesty's Sign Manual and Signet certain Instructions accompanying the *New Zealand* Charter of the same Date, and providing amongst other things in the Thirteenth Chapter thereof for the Settlement of the Waste Lands of the Crown in the said Colony of *New Zealand*, and on the Twenty-seventh Day of *January* One thousand eight hundred and forty-nine issued certain additional Instructions in relation to the said Lands: And whereas by an Act passed in the Session of Parliament holden in the Tenth and Eleventh Years of the Reign of Her said Majesty, intituled *An Act to promote Colonization in* New Zealand, *and to authorize a Loan to the* New Zealand *Company*, after enacting that the Provisions relating to the Settlement of the Waste Lands of the Crown contained in the Thirteenth Chapter of the said Instructions, with the Exceptions therein mentioned, should be suspended and of no Force and Effect within the Province of *New Munster* in the said Colony of *New Zealand* until the Fifth Day of *July* in the Year One thousand eight hundred and fifty, and during such further Time as should be directed by Parliament, and that all the Demesne Lands of the Crown in the said Province of *New Munster*, and all the Estate and Right of Her Majesty therein, or Power and Authority over the same or any Part thereof, should from and immediately after the passing of the said Act, and during the Suspension of the said Instructions, be absolutely and entirely vested in the said *New Zealand* Company, in trust to sell or otherwise dispose of the same as therein mentioned, and after reciting that it was expedient to provide for the Contingency of the *New Zealand* Company finding themselves unable to continue their Proceedings with Profit to themselves and Benefit to the said Colony, it was enacted, that if the Directors of the said Company should give Notice to One of Her Majesty's Principal Secretaries of State, within Three Calendar Months next after the said Fifth Day of *April* One thousand eight hundred and fifty, by any Instrument under the Seal of the Company, that they were ready to surrender the Charters of the said Company to Her Majesty, and all Claim and Title to the Lands granted or awarded to them in the said Colony, all the Powers and Privileges of the said Company (except as therein provided) should cease and determine, and all the Lands, Tenements, and Hereditaments of the said Company in the said Colony should thereupon revert to and become vested in Her Majesty as Part of the Demesne Lands of the Crown in *New Zealand*, subject nevertheless to any Contracts which should be then subsisting in regard to any of the said Lands, and upon certain other Conditions therein provided: And whereas by Letters Patent dated the Thirteenth Day of *November* in the Thirteenth Year of the Reign of Her present Majesty certain Persons therein named were constituted a Body Corporate, with perpetual Succession and a Common Seal, by the Name of "The *Canterbury* Association," for founding a Settlement in *New Zealand*, and were empowered to purchase, hold, and alienate Lands in the said Colony of *New Zealand* and its Dependencies: And whereas by an Agreement dated the First Day of *December* One thousand eight hundred and forty-nine between the said "*Canterbury* Association" and the said *New Zealand* Company the said *New Zealand* Company agreed to reserve as the Site of the *Canterbury* Settlement therein mentioned, and to place at the sole Disposal of the said *Canterbury* Association, the Lands described in the Schedule hereto annexed, during the Term of Ten Years from the Date thereof, subject to the Payment by the said Association of such Sums of Money and the Performance of such Conditions as therein mentioned: And whereas the said Association, with a view of founding their said intended Settlement in *New Zealand*, issued a certain Document entitled "Terms of Purchase of

Letters Patent, dated 13th Nov. 13th Vict., constituting the Canterbury Association.

Agreement between New Zealand Company and Canterbury Association, dated 1st Dec. 1849.

'Lands

'Lands within the *Canterbury* Settlement," whereby, amongst other things, certain Benefits 'were reserved to certain Persons therein described as the First Body of Colonists, being 'such Persons as might become Purchasers of Land to an Extent not exceeding One hun-'dred and one thousand Acres before the First Day of *July* One thousand eight hundred 'and fifty: And whereas the Directors of the said *New Zealand* Company have duly given 'Notice, in pursuance of the said Act, of their being ready to surrender the Charters of the 'said Company in manner prescribed by the said Act, and all the Lands, Tenements, and 'Hereditaments of the said Company in the said Colony, including those described in the 'said Schedule, have thereupon reverted to and become vested in Her Majesty as Part of 'the Demesne Lands of the Crown in *New Zealand*, subject nevertheless to any Contracts 'then subsisting in regard to any of the said Lands and to certain other Conditions therein 'mentioned: And whereas it is expedient to provide for the said Association having the 'Disposal of the Lands described in the said Schedule for such Time and subject to such 'Conditions as are herein-after mentioned:' Be it therefore enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That neither the Thirteenth Chapter of the said Instructions dated the Twenty-third Day of *December* One thousand eight hundred and forty-six, or the said additional Instructions of the Twenty-seventh Day of *January* One thousand eight hundred and forty-nine, shall henceforth apply to the Lands described in the said Schedule during the Period herein-after provided.

Neither the 13th Chapter of Instructions of 23d Dec. 1846, nor additional Instructions of 27th Jan. 1849, to apply to Lands described in Schedule.

II. And be it enacted, That during the Term of Ten Years, and such further Term of Years as One of Her Majesty's Principal Secretaries of State may, by Writing under his Hand, declare, as herein-after provided, the said Association shall have Power, by Instrument under their Common Seal, to dispose of and convey all or any Part of the Lands described in the said Schedule, either by way of absolute Sale to Purchasers for Estates in Fee Simple, or by granting Licences for the Pasturage of the same, but subject to the Conditions following, and to the Terms of Purchase now or at any Time existing respecting the same as herein-after mentioned:

Association empowered during Ten Years to dispose of Lands described in Schedule.

Subject to Conditions; viz.

1. That, with the Exception of such Land as has already been or may hereafter be selected by the Agent of the Association for the Site of the Capital Town, and of Harbour and Port Towns, and of such Land as may be reserved by the Association for Works of public Utility under the Terms of Purchase herein-before mentioned, all the Lands shall be open for Purchase as Rural Land.

That, excepting Land selected for Site of Capital, &c., all Lands shall be Rural Lands.

2. That the Extent of a Rural Allotment shall be not less than Fifty Acres, and the Extent of a Town Allotment in the Capital Town shall be One Half Acre, and in other Towns One Quarter of an Acre.

Extent of Allotments.

3. That the Land shall be sold at not less than the following Sums; that is to say, Rural Land at not less than Three Pounds *per* Acre, including the Sums contributed for special Purposes; an Half Acre Allotment in the Capital at not less than Twenty-four Pounds, and a Quarter Acre of Allotment in other Towns at not less than Twelve Pounds, including such Sums as aforesaid.

Price of Land.

4. That all Land for the Time being remaining unsold shall be open, under Licence, for Pasturage Purposes, at the Rate of Twenty Shillings *per Annum* for every Hundred Acres.

Land unsold to be open under Licence for Pasturage.

5. That One Sixth Part of the whole Produce of such Sales, and of the Sums received for Licences for Pasturage, be paid by the said Association to Her Majesty, Her Heirs and Successors, such Payments to be made at such Times and to such Persons as One of Her Majesty's Principal Secretaries of State shall by Writing under his Hand determine, (saving nevertheless all such Rights as the *New Zealand* Company may possess, as herein-after mentioned, under the said recited Act of the Tenth and Eleventh Years of Her Majesty's Reign, to any Payments out of Sales of Demesne Land of the Crown in *New Zealand*,) and the Receipt of any One of Her Majesty's Principal Secretaries of State shall be a complete Discharge to the said Association for the Monies paid to him.

One Sixth of the whole Proof Sales, &c. to be paid to Her Majesty.

Saving certain Rights of New Zealand Company.

6. That

Amount of Land to be sold by the Association.

6. That during the said Term of Ten Years, or further extended Term as aforesaid, the said Association shall make Sale of Land in the said Settlement to the Value in each Year from the First Day of *March* One thousand eight hundred and fifty of such Sum as, taken together with all Sums paid previously thereto, shall yield an average yearly Sum of not less than Fifty thousand Pounds, until the whole of the said Tract be sold, or the said Period of Ten Years, or such extended Term as aforesaid, expire.

Power to Association to appoint Attornies.

III. And be it enacted, That for the more convenient carrying on of their Business in the said Settlement it shall be lawful for the said Association, during the Continuance of such Term or extended Term as aforesaid, by any Deed or Instrument in Writing under their Common Seal, from Time to Time to constitute and appoint any Persons to be, while actually within the said Settlement, and for such Period, if any, as the said Association may think fit, the Attornies of the said Association, to make and execute in the Name and on the Behalf of the said Association any such Conveyances, Deeds, or Instruments as the said Association are empowered to make and execute of any of the Lands of the said Settlement, and over and in respect of which the said Association may at any Time have any disposing or other Power or Authority whatsoever, subject to the Provisions of this Act, and from Time to Time as Occasion may require, and as to the said Association may seem meet, but not otherwise, and further to revoke any such Deed or Instrument if the said Association think expedient, and to make any other Deed or Instrument in lieu thereof, all which Conveyances, Deeds, and Instruments whatsoever to be made and executed by such Attornies shall be under the Signature of such Attornies, and under such Duplicate Seal as herein-after mentioned.

Association to have a Seal in Duplicate, and may commit the same to such Attornies.

Deeds executed by Attornies to be valid as if executed by the Association.

IV. And be it enacted, That the said Association shall and may have their Common Seal executed in Duplicate, with Power to alter, vary, break, and renew such Duplicate, and that it shall be lawful for the said Association to commit the same to the Custody of the Attornies for the Time being constituted and appointed as aforesaid for the Purpose of making and executing all such Conveyances, Deeds, and Instruments whatsoever; and every Conveyance, Deed, and Instrument made and executed by such Attornies shall be as valid and effectual in Law to all Intents and Purposes whatsoever as if the same had been duly made and executed by the said Association without the Intervention of such Attornies.

Conveyances, &c. duly signed and sealed, primâ facie Evidence of due Execution.

V. And be it enacted, That all Conveyances, Deeds, and Instruments whatsoever, signed or purporting to be signed by such Attornies as aforesaid, and under the Seal for the Time being committed to such Attornies, shall be *primâ facie* Evidence, not only of the Appointment and Continuance in Office of such Attornies, but also of their Signatures thereto, and the due sealing thereof with the Seal committed to such Attornies, and that it shall be the Duty of all Courts of Justice, Justices and others, as well within as without any of Her Majesty's Colonies, to receive the same as such *primâ facie* Evidence.

Not less than Two Attornies to be appointed.

VI. Provided nevertheless, and be it enacted, That not less than Two Persons shall be constituted and appointed such Attornies as aforesaid by any Deed or Instrument in Writing as aforesaid, and that if in any Deed or Instrument more than Two Persons are appointed, any Two of the Persons so appointed, whether they alone of the Persons so appointed shall have accepted or shall continue in Office or not, shall, unless the contrary be provided by such Deed or Instrument, be as fully competent to act in all respects as the whole Body of Persons thereby appointed.

Application of remaining Five Sixths of Purchase Money, notwithstanding anything in recited Act 10 & 11 Vict. c. 112.

VII. 'And whereas in the said recited Act of the Tenth and Eleventh of *Victoria* it was 'enacted, that upon such Reversion to Her Majesty of the Lands belonging to the said 'Company as aforesaid, amongst other things, there should be charged upon and paid to the '*New Zealand* Company out of the Proceeds of all future Sales of the Demesne Lands of 'the Crown in *New Zealand*, after certain Deductions, a Sum of Money, with Interest 'thereon, as therein mentioned:' Now be it enacted, That, notwithstanding anything in the said Act contained, the remaining Five Sixth Parts of the whole Produce of such Sales and Licences as aforesaid shall be retained by the said Association, and no Part thereof shall be available

available to the Purposes in the said Act mentioned, but the whole thereof shall be subject to the Provisions contained in the said Agreement of the First Day of *December* One thousand eight hundred and forty-nine, and in the Terms of Purchase now existing, or in such Terms of Purchase as may at any Time be made as herein-after provided.

If Association neglect to perform Conditions aforesaid, Power of Disposition over the Lands to cease if One of Her Majesty's Secretaries of State so declare.

VIII. And be it enacted, That if the said Association should at any Time during the said Term of Ten Years or such extended Term as aforesaid omit or neglect to observe or perform any of the Conditions aforesaid, One of Her Majesty's Principal Secretaries of State may, if he shall think fit, by Writing under his Hand, declare that the Power of Disposition over the Lands in the said Schedule hereby given to them has determined; but no Purchaser or Licensee shall be bound to inquire as to the Fulfilment of any of the said Conditions, or the Regularity of any Sale made or Licence granted by the said Association, and all Sales made and Licences granted by the said Association shall, so far as the Safety of Purchasers or Licensees is concerned, be deemed to be within the aforesaid Power.

Power in Association to make Terms of Purchases, to be approved by One of Her Majesty's Secretaries of State.

IX. And be it enacted, That during the said Term of Ten Years or such extended Term as aforesaid the said Association shall have Power and Authority from Time to Time to make and issue Terms of Purchase and Licence of Lands within the said Settlement, and at any Time to alter, vary, or modify the same, or to re-make and re-issue such Terms: Provided always, that any such Terms of Purchase and Licence shall not be repugnant to the Provisions of this Act; and provided also, that the same be approved by One of Her Majesty's Principal Secretaries of State.

Power for Her Majesty's Secretary of State to extend Term of Ten Years.

X. And be it enacted, That One of Her Majesty's Principal Secretaries of State may, on the Application of the said Association made under their Common Seal at any Time during the said Ten Years, by Writing under his Hand as aforesaid, extend the said Term of Ten Years for such further Time as he in his Discretion may think fit.

Reserving Rights of First Colonists.

XI. And be it enacted, That nothing herein contained shall prejudice the Rights of the said First Colonists under the Terms of Purchase first herein-before mentioned, or of any Person or Persons entitled or claiming to be entitled to any of the Lands described in the said Schedule by virtue of any Deed or Contract made or entered into previously to the passing of this Act.

On Expiration of Term Lands in Schedule remaining unsold to revert to Her Majesty.

XII. And be it enacted, That at the Expiration or sooner Determination of the said Term of Ten Years or such extended Term as aforesaid all Lands (if any) comprised in the said Schedule hereto, then remaining undisposed of by the said Association, shall be at the Disposal of Her Majesty in the same Manner as other Demesne Lands of the Crown in *New Zealand*.

Act may be amended, &c.

XIII. And be it enacted, That this Act may be amended or repealed by any Act to be passed in this Session of Parliament.

The SCHEDULE to which this Act refers.

All that Tract of waste and unappropriated Land, formerly in the Possession of the New Zealand Company, situated in the Middle Island of New Zealand, being bounded by the Snowy Range of Hills from Double Corner to the River Ashburton, by the River Ashburton from the Snowy Hills to the Sea, and by the Sea from the Mouth of the River Ashburton to Double Corner, and estimated to contain 2,500,000 Acres, more or less, with the Exception of certain Buildings, and the Land marked out as appurtenant thereto, situate on Banks's Peninsula, and purchased by the said New Zealand Company from the Nanto Bordelase Company, and with the Exception also of certain Property acquired by Purchase and Exchange with Mr. De Belligny, such Lands so excepted being reserved to Her Majesty, Her Heirs and Successors.