

Colony, until the General Assembly of the Colony shall otherwise enact, and for other purposes therein specified :

Whereas by an Act of the 15th and 16th years of Our reign, chapter 72, entitled "An Act to grant a Representative Constitution to the Colony of New Zealand," it is amongst other things provided, that, subject to the provisions therein contained, it should be lawful for the General Assembly of the said colony to make laws for regulating the sale, letting, disposal, and occupation of the waste lands of the Crown in New Zealand, and all lands wherein the title of natives should be extinguished, as hereinafter mentioned, and all such other lands as are described in an Act of the session holden in the 10th and 11th years of Her Majesty, chapter 112, "to promote colonization in New Zealand, and to authorize a loan to the New Zealand Company," as demesne lands of the Crown should be deemed and taken to be waste lands of the Crown, within the meaning of the Act: provided always, that subject to the said provisions, and until the said General Assembly should otherwise enact, it should be lawful for Her Majesty to regulate such sale, letting, disposal, and occupation by instructions to be issued under the Signet and Royal Sign Manual. And whereas the New Zealand Company, on the 1st day of August, 1849, issued certain terms of purchase of land and pasturage in the Settlement of Otago (in substitution for other terms of purchase and pasturage therein mentioned), of which said first-mentioned terms of purchase and pasturage a copy is annexed to these instructions.

2. And whereas the Directors of the New Zealand Company did, on the 5th day of July, 1850 (in pursuance of the powers and authorities given to them in that behalf by the Act of the 10th and 11th years of Her Majesty, c. 112, entitled "An Act to promote colonization in New Zealand, and to authorize a loan to the New Zealand Company"), give notice to one of Our Principal Secretaries of State, that they were ready to surrender the charters of the said Company to Us, whereby the lands, tenements, and hereditaments of the said Company in New Zealand, including the lands to which the said terms of purchase and pasturage relate, reverted to, and became vested in Us as part of Our demesne lands in New Zealand, subject, nevertheless, to the contracts which were then subsisting in regard to any of the said lands.

3. And whereas from the 5th day of July, 1850, as aforesaid, the terms of purchase and pasturage aforesaid have been maintained in the said settlement of Otago, so far as the vesting in Us of the lands to which the same related, and the cessation of the operations of the New Zealand Company in New Zealand, allowed of the same being done, the sum payable to the New Zealand Company under the said terms on all sales of land on account of its capital and risk having been paid to Us instead of the said Company. And whereas, on the 23rd day of November last past, the Otago Association had failed in effecting the sale of the 2000 properties in the said terms of purchase and pasturage specified, by which event, under the terms aforesaid, the option of disposing of the whole of the remaining lands to which the said terms relate to other persons has devolved on Us.

4. And whereas it is expedient that provision should be made for the maintenance of the said terms of purchase and pasturage, so far as the same can conveniently be done, until the General Assembly of New Zealand may otherwise provide: now, therefore, We do, in pursuance of the said Act, and in exercise of the powers thereby

in Us vested, and of all and every other the powers in Us in that behalf vested, hereby declare that the said terms of purchase and pasturage shall continue to be observed, so far as this can be done, in respect of all sales of land and licences for the pasturage of lands to which the said terms relate, until the General Assembly of New Zealand shall otherwise enact.

5. And We do further declare that all sums received from and after the 23rd day of November last past, or which shall hereafter be received in respect of the purchase-money of such land, shall be appropriated according to the said terms, except that the two-eighths of the purchase-money assigned by the said terms of purchase to the New Zealand Company, and, since the 5th day of July, 1850, payable to Us, shall cease to be paid, and that in lieu thereof there shall be paid to the New Zealand Company, in conformity with the 74th section of the hereinbefore recited Act, a sum equal to one-fourth part of every sum paid on the sale or alienation of any land in the said settlement; and except that no farther selections shall be made by Us, or on Our behalf, or by the trustees for religious and educational uses, as required under the 19th section of the beforementioned terms of purchase.

6. And We do further declare that it shall be lawful for Our Colonial Land and Emigration Commissioners to exercise, during the continuance in force of these general instructions, such functions as are by the said terms directed to be exercised by the New Zealand Company within the United Kingdom of Great Britain and Ireland, and for such person or persons as you may appoint in that behalf to exercise such functions as are thereby directed to be exercised by the New Zealand Company, or by its Agents, in New Zealand.

*Terms of Purchase of Land referred to in the foregoing Instructions.*

#### OTAGO.

THE following Regulations are substituted for those dated respectively the 14th of May and 24th of November, 1847, and the 15th of April, 1848.

1. The Association of Lay Members of the Free Church of Scotland, as reported by the General Assembly of May, 1845, with the addition of such other Members as have been, or hereafter may be from time to time appointed by the Association, to be recognized as the party to promote the settlement now in progress.

2. The lands to be sold under the following arrangements to persons brought forward or approved by the Association; and the Association, (including those persons) to carry out the enterprise on their own principles, and, so far as possible, in their own name, looking only to the Company for such assistance and acts of management in the matter of surveys, emigration, and general process of founding and maintaining the settlement as may be requisite.

3. Amendments which experience may from time to time show to be desirable, to be made by the Company and the Association, concurrently, in those parts of the following arrangements in which they are not already provided for.

4. The site of the settlement to continue to be at Otago in the Middle Island of New Zealand, on the land granted to the Company by a deed under the seal of the territory, bearing date the 13th day of April, 1846, and already decided on, surveyed and laid out.

5. The settlement to comprise 144,600 acres of land, divided into 2,400 properties, and each property to consist of 60½ acres, divided into three