

ments, involving as it does a grant either to the present lessee or another of a further term of thirty years is bad. I am inclined to think that had this been the only objection to the award the lessee could have taken a lease without this proviso—of course losing any claim to improvements. I think that the amount of the rental is one of the terms intended to be settled by any arbitration under section 7. The language is in the same words as in section 13, which described what could be the subject of agreement among the parties, nor, I think, in the case of a compulsory arbitration, could so vital a point as the rental be omitted. I think the regulations of 1883, purported to be made under the Act of 1881, are *ultra vires*, and are not validated by the reference in section 7, except so far as they define improvements and provide machinery for arbitration. As the award shows that the arbitrators have considered themselves controlled by the regulations, I think this alone would make such award bad. I think the plaintiffs entitled to the injunction asked.

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