

LANDS FOR THE HOMESTEADERS.

(Continued from page 1.)

the leased premises shall be made by the Surveyor-General and the sub-agent, who shall appraise and state separately the value of the permanent improvements on such premises, and the unimproved value thereof, and shall notify the tenant of the result of such appraisal.

Sec. 11. If the tenant desires to lease the premises for a new term, he shall notify the sub-agent of such desire within thirty days from the time of his receiving such notice of the result of such new appraisal, and within such time shall deposit with the sub-agent a fee corresponding in amount to six months' rent of the premises, which fee shall be credited to him on account of rent if his application is successful.

Sec. 12. Upon receiving such application and fee within such thirty days, the sub-agent shall, if all the conditions of the lease to be performed by the lessee up to such time shall have been satisfactorily performed, execute a new lease in duplicate in favor of the existing lessee for the leased premises for a new term of twenty-one years, to be reckoned from the day of the expiration of the term of the old lease from lapse of time, and shall deliver to the lessee one duplicate thereof, and keep the other duplicate on file in his office. The receipt of such new lease by the lessee shall be an acceptance and affirmation of the stipulations therein contained.

Sec. 13. Such new lease shall be subject to the conditions set forth in section 7, except the second and third provided, however, that the yearly rental, as required in the first condition, shall be based upon the new appraisal of the unimproved value of the premises. Upon the violation of any of the said conditions the interest of the lessee in the premises shall cease and the lease shall be void.

Sec. 14. At any time before the twenty-first year of the term of such lease, the lessee shall be entitled to exchange his lease for a land patent, according to the conditions of section 9, but upon the basis of the new appraisal of the unimproved value of the premises.

Sec. 15. If the lessee of any right of purchase lease shall fail to notify the sub-agent of his desire to lease the premises for a new term under the provisions of sections 10 and 11, or shall fail to deposit with the sub-agent the fee according to such provisions, the agent of public lands shall forthwith give public notice, according to the provisions of section 3, declaring such premises to be open for settlement under the provisions of this part of this Act upon the date of the expiration of the existing lease by lapse of time, charged with payment by the new tenant of the appraised value of the permanent improvements appraised as aforesaid. And the methods, conditions and requirements for disposing of the premises to a new lessee, or freeholder, shall conform in all respects to those herein provided for leasing to the original lessee or selling to a freeholder, except that the new lessee shall, in addition to the required fee corresponding to six months' rent, which shall be based on the new appraisal of the unimproved value thereof, deposit with his application the amount of the appraised value of the permanent improvements on such premises, which amount shall be paid to the outgoing lessee upon the delivery of the new lease of a new lease, or if the premises are advertised as a cash freehold, they shall be offered at auction at the aggregate sum of the appraised value of the permanent improvements and the unimproved value of the land, as the upset price, and the appraised value of the permanent improvements shall be paid to the outgoing lessee from the first moneys collected by the Government from the freeholder.

CASH FREEHOLDS.

Sec. 16. All applications for cash freeholds shall be made in writing, or partly in writing and partly in print, at the office of the sub-agent, and shall include a sworn declaration substantially according to the form of Schedule D, and shall be accompanied with a fee amounting to ten per centum of the appraised value of the lot applied for, which fee shall be forfeited in case the applicant should fail to take the premises at the upset price in case there should be no higher bid therefor, and in case the applicant should be successful such fee shall be credited to him on account of his first installment, but if there is a higher bid than the upset price and the applicant fails to obtain the premises, the said fee shall be returned to him.

No such application not including such declaration or not accompanied by such fee, shall be considered.

Sec. 17. When an application for a cash freehold is made, the sub-agent shall advertise through newspapers or posters or both, an auction sale thereof at such time and place in the district as he shall select. Such notice shall specify the lot to be offered for sale and the appraised value thereof, as the upset price.

Sec. 18. If there are two or more applications and there is no bid above the upset price, the order of preference shall be decided by ballot. The sub-agent may act as auctioneer at such sales.

Sec. 19. A purchaser at any such sale shall immediately pay one-fourth of the purchase price to the sub-agent, who shall thereupon deliver to him a certificate substantially according to the form of Schedule F, which shall be termed a freehold agreement, and shall file a duplicate of such freehold agreement in his office. The purchaser on receiving such freehold agreement shall be designated the freeholder, which shall also be the designation of any successors to his rights under the same. Such receipt of the freehold agreement shall be an acceptance and affirmation of the stipulations and conditions therein contained. Such freehold agreement shall authorize the freeholder to occupy and use the premises therein described and shall entitle him to a land patent for such premises at the end of six years from the date of the payment of such first installment, which shall be the date of the freehold agreement, if the following conditions shall then have been substantially performed:

1. Payment of the balance of the purchase price in equal installments, in one, two and

three years respectively, from the date of the freehold agreement with interest at the rate of six per centum a year; provided, that the freeholder may pay any such installment before it is due, and thereby stop the corresponding interest.

2. Cultivation of not less than ten per centum of the area of the said premises, if agricultural land, at any one time before the end of the third year, or fencing in the same if pastoral land within such time; provided, that if the premises are classed as pastoral-agricultural land the foregoing alternative conditions shall apply respectively to the two kinds of land.

3. Continuous cultivation of not less than ten per centum of the area of such agricultural land from the end of the third year to the end of the sixth year.

4. Residence on the premises from the end of the second year to the end of the sixth year; provided, that the maintenance by the freeholder of his home on such premises shall be sufficient without his own constant presence thereon.

5. He shall not assign or sublet, conditionally or otherwise, his interest or any part thereof under the freehold agreement; without the written consent of the sub-agent, endorsed on such agreement; provided, that he may sub-let by parol any part of the said premises less than the whole and not including his residence, for the cultivation and harvesting of any crop on shares which does not require over two years for its cultivation and harvesting; and

Further provided that freeholders having the whole interest in a freehold agreement may at any time when all the conditions thereof to be performed by the freeholder up to such time, shall have been substantially performed, surrender to the Government such interest by delivery of the freehold agreement to the sub-agent with the intention to surrender the same clearly endorsed thereon and signed by them in the presence of the sub-agent and attested by him. Such surrender shall release the freeholders from all further duty of performance of the conditions of the document so surrendered. But no such surrender shall be permitted if any of such freeholders are under the age of eighteen years unless such minors are represented by statutory guardians; and

Further provided, that any freeholder over the age of eighteen years may assign his interest to his co-tenants.

6. He shall not manufacture for sale or sell distilled or fermented liquors, opium or smuggled goods, or permit the same to be done on the said premises.

7. Conditions in any freehold agreement for the prevention of waste, the protection of trees growing or to be planted on such premises, or for the destruction of vegetable pests that may be on such premises, or the prevention of the future introduction of such pests.

8. He shall allow the agents of the Government at all times to enter and examine the premises.

9. Payment of all taxes that may be due on account of the said premises.

Sec. 20. In case of default in the payment of any of the said installments for thirty days after the same are due respectively, or failure of performance of the second, third, fourth, fifth, sixth, seventh or eighth of the said conditions, the interest of the freeholder in the premises shall cease, and the freehold agreement shall be void.

And if it shall appear at the end of six years from the date of the freehold agreement that the freeholder has failed to perform the said ninth condition, his interest in the premises shall cease and the freehold agreement shall be void, unless he shall pay such unpaid taxes forthwith; provided that the non-payment of any taxes assessed on the premises which have been disputed and made the subject of litigation with the Government, shall not be considered a non-performance of the said condition.

FORFEITURES AND SURRENDERS.

Sec. 21. Upon the forfeiture of a right of purchase lease or a freehold agreement for non-performance of its conditions, the premises with the permanent improvements shall be appraised by the Surveyor-General and sub-agent in one amount, and the agent of public lands shall thereupon by advertisement declare such premises open to settlement according to the provisions of section 3, but the yearly rental if the premises are leased shall be based upon such new appraisal which shall be the upset price if they are disposed of as a cash freehold. The method of disposing of such premises to a new tenant shall correspond to those provided for disposing them to the original lessee or freeholder.

Sec. 22. Upon a surrender of a right of purchase lease or freehold agreement the Surveyor-General and sub-agent shall appraise and state separately the value of the permanent improvements and the unimproved value of the premises, and the same shall be disposed of substantially according to the provisions of section 15; and the value of the permanent improvements shall when received by the Government from the new tenant be paid to the surrendering lessee or freeholder.

Sec. 23. Provided, however, that upon the forfeiture or surrender of a right of purchase lease or freehold agreement or during the term of such lease the commissioners may decide to reserve the premises for public use or otherwise, or to dispose of the same in some other manner provided in this Act than as a right of purchase leasehold or cash freehold and proceed accordingly.

SETTLEMENT ASSOCIATIONS.

Sec. 24. In case eight or more persons who are qualified to apply for homesteads under this part of this Act shall form themselves into a settlement association, and apply for holdings in one block of land, the commissioners may in their discretion, caused to be surveyed and lots in the block corresponding to the number to the number of persons forming such association, in agricultural or pastoral land or both, according to the provisions of this part of this Act.

Sec. 25. The provisions of this part of this Act shall be followed in the settlement of such block of land and shall apply all matters relating to the occupation thereof and the rights and obligations of the Government and

the lessees and freeholders under such occupation provided that the notice by the agent of public lands declaring such land open for settlement shall be directed to such settlement association and shall be in one language only; and further provided that in case of the surrender or forfeiture of the holding of any member of such association, or if any such member who holds his lot under a right of purchase lease shall fail to apply for a new lease of his holding according to the provisions of section 11 of the part of this Act, such holding if declared open for settlement shall be open to any applicant under the provisions of this part of this Act.

Sec. 26. If any lot of such block of land shall be left for three months after such block is declared open for settlement without being taken up by any member of such settlement association, the same may be declared open for settlement by any applicant under the provisions of this part of this Act, or may be disposed of in other manner provided in this Act, or may be reserved for public use or otherwise at the discretion of the commissioners.

Sec. 27. In case of a vacancy occurring in the membership of a settlement association by the death, resignation, expulsion of a member who has not acquired a holding in such block, such vacancy may be filled by the association with the approval of the commissioners.

Sec. 28. An application of a settlement association for a block of land shall contain a list of the names, age, nationality and occupations of the members, whether married or unmarried, and the area which each member desires to acquire.

Improvements Suggested.

MR. EDITOR: While the Government is making such commendable efforts to increase the water supply of Honolulu, public attention may well be called to the importance and necessity of providing some public conveniences for good use of the water furnished at public expense. President Eliot, of Harvard University, writing in the October Forum, of "reasons why the republic may endure," specifies among other such facts, the increased attention given to public sanitation. In all the large cities of America as well as Europe one expects to find public provision for public comfort. At Brewer's wharf, in the grounds of the Judiciary Building, in Thomas Square, and other such central points public lavatories should be provided at the public expense for public convenience.

PROGRESS.
Honolulu, Jan. 3, 1895.

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