

Orakei Maori Reserve Act 1882

Private Act 1882 No 5
Date of assent 15 September 1882

The reference to “Maori” was substituted, as from 27 November 1947, for a reference to “Native” pursuant to section 2(2) Maori Purposes Act 1947 (1947 No 59).

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An Act to enable the Maori Owners to lease the Orakei Maori Reserve.

The reference to “Maori” was substituted, as from 27 November 1947, for a reference to “Native” pursuant to section 2(2) Maori Purposes Act 1947 (1947 No 59).

Preamble

WHEREAS by Crown grant dated the eighth day of July, one thousand eight hundred and seventy-three, the land comprised in the Schedule hereto, known as the Orakei Maori Reserve, was granted to Apihai te Kawau upon trust, as in the grant set forth, for the several persons therein mentioned and their heirs, provided that such land should be absolutely inalienable to any person in any manner whatsoever: And whereas the said Apihai te Kawau is dead, and his nephew, Paora Tuhaere, is now the Trustee of the said land, and it is deemed advisable to enable the said Trustee to lease the said land:

The reference to “Maori” was substituted, as from 27 November 1947, for a reference to “Native” pursuant to section 2(2) Maori Purposes Act 1947 (1947 No 59).

BE IT THEREFORE ENACTED by the General Assembly of New Zealand in Parliament assembled, and by the authority of the same, as follows:—

1 Short Title

The Short Title of this Act is The Orakei Maori Reserve Act 1882.

The reference to “Maori” was substituted, as from 27 November 1947, for a reference to “Native” pursuant to section 2(2) Maori Purposes Act 1947 (1947 No 59).

2 Power to Maori owners to lease the Orakei Reserve

It shall be lawful for the said Trustee, and his successors to be appointed by the Maori Land Court, with the consent of all the beneficial owners, testified as hereinafter mentioned, to lease the said Orakei Maori Reserve, or from time to time any part or parts thereof, upon such terms and conditions as he may see fit: Provided that no lease shall be made for any period exceeding forty-two years.

No fine, premium, or foregift shall be taken upon any lease.

The consent of the beneficial owners shall be testified by their being parties to and executing leases to be made under this Act, and no such lease shall be valid or of any effect which is not so executed.

The reference to “Maori” was substituted, as from 27 November 1947, for a reference to “Native” pursuant to section 2(2) Maori Purposes Act 1947 (1947 No 59).

3 Apportionment of rents

All rents, profits, and issues arising out of the said land, or any leases to be granted under this Act, shall be apportioned by the Trustee for the time being equally among the beneficial owners.

For the purposes of this Act, the beneficial owners of the said land shall be and be deemed to be the several Maori mentioned in the said grant and their successors appointed or to be from time to time appointed by the Maori Land Court.

The reference to “Maori” was substituted, as from 27 November 1947, for a reference to “Native” pursuant to section 2(2) Maori Purposes Act 1947 (1947 No 59).

Schedule

ALL that parcel of land in the Province of Auckland, in the Colony of New Zealand, containing by admeasurement six hundred and eighty-nine acres, more or less, situated at Orakei, in the District of Auckland, County of Eden, being called or known by the name of Orakei, and numbered one thousand three hundred and thirty-eight. Bounded towards the East by a line, nine thousand seven hundred and four links; and on all other sides by high-water line on the sea-shore: including the islet adjacent called Kohimarama.