

4. The bidding shall be advanced by such sum as the auctioneer may agree to accept, and no bidding shall be retracted.

5. The Board reserves the right to withdraw from sale any lot or lots at any time prior to the auction.

6. The purchaser shall be required, before obtaining his contract of sale or lease, to make a declaration as required by Part XII of the Native Land Act, 1909, and its amendments, that he is not the owner or occupier of 5,000 acres of third-class land or its equivalent in other classes of land.

7. The lands are offered under the Native Land Act, 1909, the Native Land Amendment Act, 1913, and the regulations made thereunder, and purchasers shall be deemed to be acquainted with the provisions thereof, and be bound thereby as effectually as if such provisions were embodied herein.

8. Every purchaser immediately after the sale shall sign a contract of sale (in duplicate) on the form set out hereunder, and shall pay to the Board's representative a fee of £1, being the cost of preparation of contract and stamp duty thereon; provided always that where the total purchase-money is paid immediately after the sale this fee will not be charged.

9. The purchaser shall, immediately after the sale and on signing the contract of sale, pay to the representative of the Board a sum equal to 10 per cent. of the purchase-money as part payment thereof. The balance of the purchase-money shall be paid on or before the 1st day of July, 1916.

10. The purchaser shall pay interest on unpaid purchase-money at the rate of 5 per cent. per annum, interest to be payable on the day on which the account is closed.

11. The purchaser shall, on paying the full purchase-money, be entitled (at his own expense) to a transfer of the land.

12. If from any cause whatever the Board shall be unable to give the purchaser possession of the land purchased, the purchaser shall be entitled to a refund of the deposit paid by him, but without interest, and no damages shall be claimed by him for the Board's failure to give possession.

13. CONTRACT OF SALE.

(Under Section 102 of the Native Land Amendment Act, 1913.)

MEMORANDUM OF AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, one thousand nine hundred and \_\_\_\_\_, between the Aotea District Maori Land Board, incorporated under the provisions of Part III of the Native Land Act, 1909 (hereinafter called "the Board"), of the one part, and \_\_\_\_\_, of \_\_\_\_\_ (hereinafter, together with his executors, administrators, or lawful assigns, called "the purchaser"), of the other part.

Whereas the Native land described in the Schedule hereto is subject to the provisions of section 102 of the Native Land Amendment Act, 1913, by virtue of a resolution of the assembled owners of the said land, *inter alia*, that 45 acres, part of Taurewa No. 4 West D, situated along the west and south of the Egmont Box Company's leasehold of 60 acres, be offered for sale by public auction on behalf of the owners thereof by the Aotea District Maori Land Board, and a confirmation of such resolution by the Aotea District Maori Land Board on the 14th day of June, 1915:

Now these presents witness that the Board, in exercise of the powers vested in it by section 102 of the said Act, hereby agrees to sell, and the purchaser agrees to purchase, all that parcel of land described in the Schedule hereto for a legal estate in fee-simple in possession, free from all incumbrances other than those specified in the said Schedule hereto, for the price of \_\_\_\_\_, of which amount the sum of \_\_\_\_\_ has already been paid by the purchaser to the Board (the receipt whereof is hereby acknowledged), and subject to the terms, covenants, and conditions following, that is to say:—

The balance of the said purchase-money (namely, the sum of \_\_\_\_\_) shall be paid by the purchaser to the Board in manner following, that is to say,—

The whole of the said purchase-money shall be fully paid not later than the first day of \_\_\_\_\_, one thousand nine hundred and \_\_\_\_\_.

The purchaser shall pay interest at the rate of five per centum per annum on all purchase-money for the time being unpaid, and all such interest shall be payable on the day on which the account is closed.

The purchaser shall be entitled to the possession of the said land on the date of these presents, and shall be entitled to retain possession thereof so long as this agreement remains in force.

The purchaser may at any time and from time to time, if and as often as the Board is willing to receive the same, pay to the Board the whole or any part of the purchase-money then owing, although the same may not yet be due and payable.

At any time while this agreement still remains in force the purchaser shall be entitled (at his own cost), if he has paid the whole of the purchase-money with interest as aforesaid up to the date of payment, to a transfer of the fee-simple of the land.

Without the consent of the Board first obtained in writing the purchaser will not at any time before the said land has been so transferred to him commit or suffer to be committed any waste of the land, whether by extracting minerals or in any other manner whatsoever, or do or suffer to be done any other act whereby the value of the land may be diminished.

The purchaser will not at any time before the said purchase has been completed by a transfer of the fee-simple of the land call upon or compel the Board to contribute to the cost of erecting, repairing, or maintaining any boundary fence which may now or hereafter be erected as a dividing-fence between the said land and any land adjacent thereto in which the Board may have any estate or interest; provided always that this provision shall not enure for the benefit of any occupier other than the Board of land so adjacent as aforesaid to the land hereby agreed to be sold so as to deprive the purchaser of any rights which he might otherwise have against such occupier.

The purchaser will at all times before this agreement has been completed by the transfer of the fee-simple of the land keep the land clear from all noxious weeds, and will not permit any gorse or furze to spread thereon; and will keep all live fences on the said land properly cut and trimmed.

If the purchaser at any time makes default for three months in the payment of any purchase-money or interest due by him under this agreement, or any of the terms, covenants, or conditions of this agreement, the Board may give to the purchaser, or send to him by registered letter addressed to his last known place of business or abode, a notice in writing specifying the default or failure complained of, and stating the intention of the Board to cancel this agreement; and on the expiration of one month after the notice is so given or sent the Board may by resolution, without any other notice whatever (but subject to the powers of the Supreme Court to grant to the purchaser relief against such cancellation and forfeiture), cancel this agreement, and all purchase-money and interest theretofore paid by the purchaser shall be forfeited.

It is hereby agreed and declared that this agreement is made between the parties thereto under the provisions of section 102 of the Native Land Amendment Act, 1913, and the regulations thereunder, and that all the provisions of the said Act shall, so far as applicable, apply thereto accordingly, whether expressed herein or not, and that this agreement shall in all respects be so construed as to be consistent with the provisions of the said Act.

In witness whereof these presents have been executed, under the seal of the said Aotea District Maori Land Board and under the hand of the said \_\_\_\_\_, the day and year first before written.

The seal of the Aotea District Maori Land Board was hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 191\_\_\_\_, in the presence of—

Name : ..... ) President  
Address : ..... ) of the  
Occupation : ..... ) said Board.

[L.S.]

Name : ..... ) A member  
Address : ..... ) of the  
Occupation : ..... ) said Board.

Purchaser.

Signed by the said \_\_\_\_\_, as purchaser, in the presence of—

Name : .....  
Address : .....  
Occupation : .....

INSTRUCTIONS TO APPLICANTS.

The lands are described for the general information of intending tenderers, who are recommended, nevertheless, to make a personal inspection, as the Board is not responsible for the absolute accuracy of any description.

Full particulars may be obtained at the Head Office of the Native Department, Wellington, at the office of the Aotea District Maori Land Board, Wanganui, and at the office of the auctioneers (Messrs. Williams and Harper, of Wanganui).

J. B. JACK,  
President, Aotea District Maori Land Board.