

Maori Land for Lease by Public Auction.

Office of the Aotea District Maori Land Board,
Wanganui, 3rd November, 1916.

NOTICE is hereby given, in terms of the Native Land Act, 1909, and amendments, and the regulations thereunder, that the lands described in the First Schedule hereto will be offered for lease by public auction, and that the timber on the land described in the Second Schedule hereto will be offered for sale, on timber-cutting lease, by public auction, at the Town Hall, Ohakune, at 2 o'clock p.m. on Thursday, 14th December, 1916, on the terms and conditions set out in the Third Schedule hereto.

FIRST SCHEDULE.

BLOCK IV, MAKOTUKU SURVEY DISTRICT.—PART RAETIHI 3B BLOCK.

Lot.	Section.	Block.	Total Area.		Approximate Area of Timber reserved.		Approximate Area burned and grassed.		Upset Rental per Acre per Annum.	
			A.	R. P.	A.	R. P.	A.	R. P.	£	s. d.
1	5	I	139	2 14	92	2 14	47	0 0	0	3 6
2	6	"	165	2 0	98	2 0	67	0 0	0	3 9
3	7	"	220	1 5	141	3 5	5	0 0	0	2 9
4	11	"	176	1 30	171	1 30	0	2 9

Sections 5, 6, and 7 are situate about two miles from Ohakune by the Tohanga Road, which has been formed. Section 11 is situate about a mile and a half from Ohakune by the old Raetihi-Ohakune Road. The soil is good loam on clay subsoil, and grows grass well. Elevation, about 1,900 ft. The timber has been cut out, except on areas approximately marked green on plan. Felled areas on Subs. 5 and 6 to the amount shown above have been burned and grassed.

BLOCK IV, MAKOTUKU SURVEY DISTRICT.—PART RAETIHI 4B BLOCK.

Lot.	Section.	Block.	Area.		Upset Annual Rental per Acre.		Valuation for Improvements.
			A.	R. P.	£	s. d.	
5	4	V	30	2 22	0	5 0	..
6	7	"	14	1 39	0	7 0	Fencing, £1 10s.
7	8	"	13	2 26	0	7 0	Fencing, £20.
8	9	"	11	3 8	0	7 0	Fencing, £12.
9	4	VII	13	2 30	0	6 0	Fencing, £16.

These lots are situated within the Ohakune Borough. Timber on all sections, except Section 4, Block V, has been cut out, and area burned and grassed about four years ago.

BLOCK IV, MAKOTUKU SURVEY DISTRICT.—PART RAETIHI 3B BLOCK.

Lot 10, Section 13, Block I: Area, 16 acres; upset annual rental, 3s. 6d. per acre.

This lot is situated between the old Raetihi-Ohakune Road and the Mangawhero River.

Lot.	Section.	Block.	Area.		Upset Annual Rental per Acre.		Valuation for Timber.
			A.	R. P.	£	s. d.	
11	1	III	47	3 0	0	3 6	£ 10
12	2	"	29	2 0	0	3 3	20
13	3	"	29	0 0	0	3 6	30
14	4	"	25	2 0	0	3 0	..

These lots are situated about a mile from Ohakune on the Tohanga Road. The land is good loam on clay subsoil. The amount of valuation for timber must be paid to the Board as soon as the timber is cut out. The lessee of Section 4 will be required to fence at his own cost the northern side of the drain on the southern boundary of the section. The occupier of the sections on the southern side of the drain is subject to the same covenant. The lessee of Section 2 will be required to keep the drain from Tohanga Road clear of obstruction.

SECOND SCHEDULE.

BLOCK IV, MAKOTUKU SURVEY DISTRICT.—PART RAETIHI 3B BLOCK.

Sale of Timber on Timber-cutting Lease.

LOT 15, Section 12, Block 1: Area, 299 acres 3 roods; upset price per acre, £7.

This lot is situated about two miles from Ohakune, on the old Raetihi-Ohakune Road. The block is estimated to contain 1,600 sup. ft. matai, 8,000 sup. ft. rimu and miro, and 1,300 sup. ft. kahikatea per acre.

THIRD SCHEDULE.

CONDITIONS OF SALE AND OF LEASES.

1. THE lands are offered at the upset price shown opposite to each section described in the First and Second Schedules hereto. The terms of the timber lease of the timber being sold are summarized in clause 13 hereof, and the terms of the lease of the lands being leased are summarized in clause 14 hereof.
2. The highest bidder shall be the purchaser of each lot. In the event of any lots not being disposed of at first offering, the Board may put any of them up again either separately or in groups. Any lot not disposed of at the auction sale shall remain open for selection at the upset price.
3. In the event of any disputed bid, the lot in dispute may be put up again at the last undisputed bid.
4. Each purchaser, immediately after the sale, shall sign an agreement to complete his lease according to these conditions, and shall pay to the Board's representative a fee of £3 3s. for the preparation of his lease, together with the cost of stamping and registering the same. The lease will be prepared by the Board. One or more sections may, at the option of the purchaser, be included in one lease.
5. The successful bidder will be required, within fourteen days from the date on which the lease shall be tendered to him by the Board for execution, to sign the same in triplicate. In the event of his failure to do so, the Board may forfeit the rent and lease fee paid by him, and again offer the land for sale at the upset price, freed from any obligations to the defaulting purchaser.
6. The bidding shall be advanced by such sum as the auctioneer may agree to accept, and no bidding shall be retracted.
7. The Board reserves the right to withdraw from sale any lot or lots at any time prior to the auction.
8. The purchaser shall be required, before obtaining his lease, to make a declaration as required by Part XII of the Native Land Act, 1909, and 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.
9. The lands are offered under the Native Land Act, 1909, and amendments, and the regulations made thereunder, and purchasers and lessees shall be deemed to be acquainted with the provisions thereof, and be bound thereby as effectually as if such provisions were embodied herein.
10. 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.
11. The purchaser of a lease of any lot on which a valuation for improvements is payable, being the amount specified as such in the First Schedule hereto, shall pay the amount of such valuation to the Board before obtaining his lease. The Board may forego this provision in the event of the purchaser being the person recognized by the Board as having an equitable claim to such improvements.
12. The purchaser of a lease of any lot on which a valuation for timber is payable, as specified as such in the First Schedule hereto, shall be required to pay the same to the Board within two years of the commencement of his lease, or earlier on the timber being cut.
13. The timber lease of Lot 15 will be for a term of ten years from 1st January, 1917, at an annual rental of one-tenth of the price at which the timber is disposed of, with a proviso that should the lessee cut out the timber at a faster rate than one-tenth per annum, the full area cut out shall be paid for immediately, and that the lessee will furnish the Board with a statement at the end of each year showing the area cut out during that period.
- As the timber is removed from the land the land will revert to the Board, subject to any necessary tramway rights for the working of the timber remaining.
- The lessee will pay local rates levied on the land, or the proportion thereof remaining in timber.
14. The leases will be issued subject to the provisions of the Native Land Acts and the regulations thereunder, and will contain, *inter alia*, the following provisions:—