

Both areas are in light bush. Soil good, on papa formation. Access by river steamer and by Wanganui River left-bank stock-track.

*Part of Rakautaua Block, Lower Wangaehu Valley, Block XIV, Ikitara Survey District.*

Lot 139, Section 2B: Area, 50 acres; upset annual rental £1 12s.

This area is situated between Rakautaua Road and Wangaehu River, about two miles seaward of Wangaehu Railway-station. Practically the whole area is rich alluvial loam.

The existing improvements on the land are valued at £400. The lessee will be required either to pay cash for these improvements or to give to the Board a mortgage for £400, bearing interest at £5 per centum per annum for the term of the lease, with an option for renewal for a further term of twenty years at the same rate of interest. The lessee will have the right to repay the mortgage or any part thereof at any time.

### THIRD SCHEDULE.

#### CONDITIONS OF SALE AND OF LEASES.

1. THE lands are offered at the upset rental prices shown opposite to each section described in the First and Second Schedules hereto. The terms of the leases of the township sections are summarized in clause 12 hereof, and of the Second Schedule lands in clause 13 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 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 rental.

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 lessee, 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 sum of £1 ls. for the preparation of his lease, together with the cost of stamping and registering his lease. The lease will be prepared by the Board. One or more sections may, at the option of the lessee, 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 sums 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, or thereafter if not disposed of at the auction.

8. The township lands are offered under the provisions of the Native Townships Act, 1910, and the Second Schedule lands under the provisions of the Native Land Act, 1909, and amendments. Lessees shall be deemed to be acquainted with the provisions thereof, and be bound thereby as effectually as if such provisions were embodied herein.

9. 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.

10. The lessees of Sections 6, 7, and 39, Block I, and Section 1, Block VIII, Tokaanu, will be required to keep open and clear of obstruction the drains abutting on the boundaries of these sections.

11. Where any of the lands offered are wholly or partially under crop (other than grass) the owner of the crop will be allowed to remove same before the lessee at this auction shall obtain possession.

12. The township leases will be issued subject to the provisions of the Native Townships Act, 1910, and will contain, *inter alia*, the following provisions:—

- (a.) The term of the lease will be twenty-one years from the 1st January, 1917, at the rent tendered, with a right of perpetual renewal every twenty-one years at a rental assessed on the unimproved valuation of the section at the time of renewal; such valuation in the event of dispute to be assessed by arbitration.
- (b.) Rent will be payable half-yearly in advance. Lessee will pay rates; and will not assign or sublet without the Board's consent. Lessee will keep the land clear of noxious weeds.
- (c.) Lessee will fence the boundaries, without any right of resort to the Board for contribution as the owner of adjacent land; but this provision shall not deprive the lessee of any rights he may have against any subsequent occupier, other than the Board, of such adjacent land.
- (d.) Lessee to keep premises in repair.
- (e.) Lessee not to carry on any offensive trade without the consent of any local authority and of the Board.

13. The leases of the Second Schedule lands will be issued subject to the provisions of the Native Land Acts and the regulations thereunder, and will contain, *inter alia*, the following provisions:—

- (a.) The term of the leases will be twenty years from the 1st January, 1917, at the rental tendered, with right of renewal for one further term of twenty years at a rental assessed at 5 per cent. of the unimproved value of the land at the time of renewal, such valuation, in the event of dispute, to be determined by arbitration. Compensation for substantial improvement will be allowed to the lessee, as provided in section 263 of the Native Land Act, 1909. Lot 139 (Rakautaua land) is subject to payment in cash, or by mortgage over the new lease, of £400 for existing improvements on the land.
- (b.) Lessee will have no right to minerals without special license, but he may use on the land any minerals for any agricultural, pastoral, household, road-making, or building purposes.
- (c.) Rent shall be payable half-yearly in advance. Lessee shall not assign the lease without the Board's consent. Lessee shall cultivate in a husbandlike manner and keep land free of noxious weeds. Lessee shall keep fences and buildings in repair.
- (d.) Lessee will not be permitted to assign his lease until after two years' occupation of the land.
- (e.) Lessee will fence without any right of resort to the Board for contribution on account of the Board owning adjacent land; but the provision shall not deprive the lessee of any rights he may have against any subsequent occupier, other than the Board, of such adjacent land.

14. A copy of the lease of township sections may be inspected at the Post-offices at Tokaanu, Pipiriki, and Utiku, at the office of the Under-Secretary, Native Department, Wellington, and at the Board's office, Wanganui.

#### INSTRUCTIONS TO APPLICANTS.

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

Some areas are liable to slight alterations. The figures in colour on detail plans correspond with those in the advertisement and on locality plan.

Full particulars may be obtained at the Head Office, Native Department, Wellington, and at the office of the Aotea District Maori Land Board, Wanganui.

J. B. JACK,

President, Aotea District Maori Land Board.

### BANKRUPTCY NOTICES.

*In Bankruptcy.—In the Supreme Court holden at Auckland.*

NOTICE is hereby given that JOHN EDWARD MORTIMER, of Auckland, Builder, was this day adjudged bankrupt; and I hereby summon a meeting of creditors to be holden at my office on Thursday, the 7th day of December, 1916, at 2.30 o'clock.

1st December, 1916.

W. S. FISHER,  
Official Assignee

*In Bankruptcy.—In the Supreme Court holden at Auckland.*

NOTICE is hereby given that JAMES McGRATH, of Auckland, Plumber, was this day adjudged bankrupt; and I hereby summon a meeting of creditors to be holden at my office on Friday, the 8th day of December, 1916, at 2.30 o'clock.

2nd December, 1916.

W. S. FISHER,  
Official Assignee.