

MAORI LANDS NOTICES.

Maori Lands for Lease by Public Tender.

NOTICE is hereby given, in terms of the Native Land Act, 1909, and amendments, and the regulations thereunder, that written tenders are invited and will be received at the office of the Aotea District Maori Land Board, Wanganui, up to 3 o'clock p.m., on Tuesday, 13th January, 1925, for the lease of the lands described in the First Schedule hereto on the terms and conditions set out in the Second Schedule hereto.

FIRST SCHEDULE.

RETARUKE NO. 1 BLOCK.

Lot 1, Section 1, Block XII, Retaruke Survey District: Area, 475 acres, 0 roods 10 perches. Upset rental per acre per annum, 2s. 2d. Loading for improvements: Fencing, £61 10s.

Situated on the south bank of the Retaruke River, seventeen miles from Raurimu Railway-station. Access by dray-road, ten miles of which is metalled and seven miles clay and pumice, in very good order. The Retaruke Valley Road runs through the block. The smaller portion which adjoins the river is described as poor steep pumice country with only approximately 20 acres ploughable. On the higher side of the road it is said that there are at least 220 acres easy enough to plough when cleared. The whole of the block is in scrub, with the exception of 25 acres of bush—mostly tawhero, little rimu, matai, and totara. Sufficient for boundary and road fencing. Well watered by permanent running streams. Third-class land.

NOTE.—This lot is loaded with a valuation of £61 10s. for fencing. This sum must be paid to the Board in the event of the successful tenderer being other than the person recognized by the Board to be equitably entitled to the value of the improvements.

Lot 2, Section 1: Area, 139 acres 3 roods 30 perches. Upset rental per acre per annum, 2s. 5d. Loading for improvements: Fencing, £40.

Lot 3, Section 11: Area, 176 acres 1 rood 30 perches. Upset rental per acre per annum, 1s. Loading for improvements: Fencing, £50.

Lot 4, Sections 13 and 14: Area, 309 acres 2 roods 16 perches. Upset rental per acre per annum, 1s. 6d.

Lot 5, part Raetihi 3A: Area, 881 acres 2 roods. Upset rental per acre per annum, 2s. 2d. Loading for improvements: Fencing, £54.

Lot 6, Section 4: Area, 13 acres 1 rood 15.9 perches. Upset rental per acre per annum, 8s. Loading for improvements: Fencing, £26 11s. 3d.

Situated in Block IV, Makotuku Survey District.

The above sections are situated two or three miles from Ohakune. Lots 2, 4, and 5 are served by the Tohunga Road, which has been metalled for the greater part. The Board undertakes to see that the road is metalled sufficiently far to give proper access to these sections. Lot 3 is served by the Raetihi-Ohakune Road, and Lot 6 by the Ohakune-Horopito Road. Both of these roads have been metalled. With the exception of Lot 5, all sections are well watered by permanent streams. The timber on these sections has been cut out, but sufficient remains on Lots 2 and 5 for fencing purposes. The country is mostly flat to undulating, but Lot 4 is hilly sheep country.

NOTE.—Lot 2 is loaded with a valuation of £40 for fencing, Lot 3 with £50 for fencing, Lot 5 with £54 for fencing, and Lot 6 with £26 11s. 3d. for fencing. The respective sums must be paid to the Board in the event of the successful tenderer being other than the person recognized by the Board to be equitably entitled to the value of the improvements.

SECOND SCHEDULE.

CONDITIONS OF TENDER.

1. TENDERS must be written in the form provided for the purpose, and be forwarded in a sealed envelope, so as to be received at the Board's office, Wanganui, not later than 3 p.m. on Tuesday, 16th December, 1924.

2. Each lot must be tendered for separately, and each tender must be accompanied by a deposit equal to six months' rent at the rate tendered.

3. Any tender not in conformity with these conditions is liable to rejection. The Board may, if it thinks fit, decline all tenders for any lot.

4. The successful tenderer will be entitled to possession on receipt of a notification of the acceptance of his tender.

5. Deposits with tenders which are not accepted will be returned to the respective tenderers.

6. If the rental tendered by two or more tenderers is equal, and is higher than that offered by any other tenderer, the Board shall decide in such manner as it thinks fit which tender (if any) shall be accepted.

7. If from any cause whatever the Board shall be unable to grant a lease of any lot tendered for, the successful tenderer shall be entitled to a refund of his deposit, but shall have no claim for damages, compensation, or interest on the deposit.

8. Each successful tenderer shall be required, within thirty days from the date on which the lease shall be tendered to him, to sign same in triplicate. In the event of his failure to do so, the Board may forfeit the rent paid by him, and again offer the land for lease, freed from any obligation to the defaulting tenderer.

9. Each successful tenderer on being advised that his tender is accepted must lodge a declaration to the effect that he is not prohibited under Part XII of the Native Land Act, 1909 (relating to limitation of area), from acquiring the area tendered for.

10. 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:—

(a.) The term of the leases will be sixteen years from 1st January, 1925, at the rental tendered, with right of renewal for one further term of sixteen and one-half 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 improvements will be allowed to the lessee, as provided in section 263 of the Native Land Act, 1909.

(b.) Lessee will have no right to minerals without special license, but he may use on the land any minerals for any agriculture, 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 from 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.

(f.) The lessee will be entitled to possession on the acceptance of his tender. The Board will grant a rebate of rent for the period intervening between the 1st January, 1925, and the date on which it accepts his tender.

(g.) It will be a condition of the leases that any contract for the sale by the lessee of timber or timber-like trees must be subject to the approval of the Board, and that one-half of the royalty at rates current in the district, or one-half of the consideration if the timber and trees are sold for a lump sum, shall be paid to the Board for any timber cut and sold from off the land.

12. The leases will be prepared by the Board at the cost of the lessee. The cost is £3 3s., together with the cost of stamping the same.

13. Forms of tender and declaration forms can be obtained at the post-offices at Ohakune, Raetihi, Oreore, Karioi, Raurimu, Taumarunui, Taihape, and at the Native Department Offices, Wellington and 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 plan correspond with those in the advertisement and on locality plan.

Tenders must be sent to the office of the Aotea District Maori Land Board, Wanganui, and must be made on the proper forms, to be obtained at the office of the Board and at the post-offices in the locality of the land to be offered.

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

JAS. W. BROWNE,
President, Aotea District Maori Land Board.

Office of the Aotea District Maori Land Board,
Wanganui, 7th November, 1924.