

Education Reserve in Southland Land District for Lease by Public Auction.

District Lands and Survey Office,
Invercargill, 10th February, 1925.

NOTICE is hereby given that the undermentioned education reserve will be offered for lease by public auction for a term of twenty-one years at this office on Wednesday, 18th March, 1925, at 11 o'clock a.m. under the provisions of the Education Reserves Act, 1908, and amendments and the Public Bodies' Leases Act, 1908.

SCHEDULE.

SOUTHLAND LAND DISTRICT.

SECTION 16, Block II, Waikawa Survey District: Area, 7 acres 0 roods 22 perches; upset annual rent, £2.

Weighted with £75, valuation for improvements, consisting of cottage, outbuildings, fencing, and clearing.

Situated about one mile and a half from Waikawa Township on both sides of main road. Nearly all in natural state carrying light native bush. Adjoins school.

Abstract of Conditions of Lease.

1. Possession will be given on day of sale.
2. Term of lease, twenty-one years from 1st July, 1925.
3. At end of term, lease to be submitted at auction weighted with valuation for improvements payable by incoming tenant.
4. A half-year's rent at the rate offered and rent for the broken period between the date of sale and 30th June, 1925, lease and registration fees (£2 2s.) to be paid on the fall of the hammer.
5. No assignment, sublease, mortgage, or other disposition without consent of Land Board.
6. Interest at rate of 10 per cent. per annum to be paid on rent in arrears.
7. Consent of Land Board to be obtained before subdividing, erecting any buildings, or effecting other improvements.
8. Lease will be registered under Land Transfer Act.
9. Lease liable to forfeiture if conditions violated.

The valuation for improvements to be paid for on the fall of the hammer.

Full particulars may be obtained on application to this office.

K. M. GRAHAM,
Commissioner of Crown Lands.

MAORI LANDS NOTICE.

Maori Lands for Lease by Public Tender.

Office of the Aotea District Maori Land Board,
Wanganui, 14th February, 1925.

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 Thursday, 12th March, 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.

LOT 1 of Section 1, Block XII, Retaruke Survey District: Estimated area, 162 acres 1 rood 10 perches; upset rental, 1s. per acre per annum.

Situated between the Retaruke Valley Road and the Retaruke River, seventeen miles from Raurimu Railway-station. Land described as poor steep pumice country with only approximately 20 acres ploughable. Well watered by permanent running streams. Third-class land.

LOT 2 of Section 1, Block XII, Retaruke Survey District: Estimated area, 312 acres 3 roods; upset rental, 2s. 2d. per acre per annum. Loading for improvements: Fencing, £61 10s.

Being the balance of the Retaruke No. 1 Block, situated to the east of the Retaruke Valley Road; 25 acres of bush in south-eastern corner, consisting of 10 acres of tawhero, balance white-pine, rimu, matai, and totara, sufficient only for boundary and road fencing. Remaining area of block in scrub. At least 220 acres ploughable when cleared. Well watered by permanent running streams. Third-class land.

Access to both lots is by dray-road, ten miles of which is metalled and seven miles clay and pumice, in very good order.

NOTE.—Lot 2 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 persons 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 o'clock p.m. on Thursday, 12th March, 1925.

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 agricultural, pastoral, household, roadmaking, 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.

11. 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.

12. Forms of tender 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.

Areas are liable to slight alterations.

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.