

Flax Leases in the Auckland Land District for Sale by Public Auction.

District Lands and Survey Office,
Auckland, 31st May, 1926.

NOTICE is hereby given, in terms of the Land Act, 1924, and the flax regulations thereunder, that leases of the undermentioned areas for flax-cutting purposes will be offered by public auction at the District Lands and Survey Office, Auckland, on Wednesday, the 7th July, 1926, at 11 o'clock a.m.

SCHEDULE OF AREAS.

1. FLAX area No. 2, containing approximately 675 acres, being situated between the Pongakawa River and the Central Drain, and bounded on the south by the Tauranga-Whakatane Road.

2. Flax area No. 3, containing approximately 555 acres, being situated between the Wharere Canal and the Central Drain, being bounded on the north by the Pongakawa West Drain, and on the south by Crown land and the Tauranga-Whakatane Road.

GENERAL DESCRIPTION.

These areas are subject to amendment on completion of survey. In the case of area No. 2, the boundary on the east is at present the river-bank reserve along the old bed of the Pongakawa River, but on completion of survey this boundary will be discarded and the river-bank reserve along the newly dredged channel substituted. The area will be adjusted accordingly, and the rental then based on the new area. The areas are both peaty and the flax is coming away practically all over the whole of the areas, and in places is now ready to cut. In addition to flax the areas are covered with raupo, rushes, and manuka. The Main East Coast Railway adjoins the southern boundaries of areas No. 2 and 3, and there are two stations—Pongakawa and Pukehina—in close proximity.

ABSTRACT OF TERMS OF LEASES.

1. The term of the lease in each case is twenty-one years, with right of renewal for a further period of twenty-one years at revaluation, and on terms to be approved by the Land Board. The minimum upset rentals in each case are:—

Area No. 2: For the first three years 7s. per acre per annum. For next three years 9s. per acre per annum. For the balance of term (fifteen years) 15s. per acre per annum.

Area No. 3: For the first six years 4s. per acre per annum and 2s. 6d. per ton royalty. For balance of term (fifteen years) 15s. per acre per annum. If during the aforesaid term of six years the royalty and rent do not aggregate 10s. per acre per annum, the Crown shall have the right to terminate the lease.

The royalty shall be payable each half-year in the same manner as rent and the lessee shall, when required so to do by the Commissioner of Crown Lands, furnish a sworn statement as to the amount of flax cut on the area. The books of the lessee shall be open to inspection by the lessor at all reasonable times.

2. The cutting of flax must not extend beyond the newly dredged channel of the Pongakawa River, which will eventually be the boundary of the areas on that side.

3. The cutting generally is to be subject to the approval of the Commissioner of Crown Lands, and no flax is to be cut lower than 7 in. to 8 in. above the "crown," the "crown" being defined as the junction of the bulb. During the first term of the lease the hook method of cutting may be employed, except during the month of April, May, June, and July in each year, when the side-leaf method shall be exclusively employed. The method of cutting during the term of the renewal, if granted, shall be determined by the Land Board.

4. Lessee to maintain in good order and condition, and to deepen when necessary all drains on the area, and to construct and maintain further subsidiary drains so as to stimulate the growth of the flax, and also to clean up and prevent the spreading of noxious weeds and manuka on the area. The following drains will be maintained by the Department: East side, Wharere Canal, Central Drain, and Eastern Drain.

5. Along the Tauranga-Whakatane Road all growth, with the exception of flax, has been felled for a width of 5 chains in order that such cleared area may act as a fire-break. The lessees of areas numbered 2 and 3 must keep this area cleared in a similar manner to a width of 2 chains, and stock may be grazed thereon. On the other portions of the leased areas stock may only be grazed by permission of the Land Board. The fences at present on the fire-break must be maintained in good order.

6. No compensation to be allowed for loss by fire, of which all risk shall be taken by the lessee and against the occurrence and spread of which he will be required to take all reasonable precautions.

7. No compensation is to be allowed for improvements at the expiry or sooner determination of the lease, but the lessee

may, provided all the conditions of the lease have been satisfactorily fulfilled, remove all buildings and plant erected by him on the ground.

8. All flax growing on the ground shall revert to the Crown at the expiry or sooner determination of the lease, without any compensation whatever, and no plants shall be removed or destroyed.

9. The Crown reserves the right to make drains and roads within the area at any time, and also reserves the right of access at all times.

10. The lessee shall not transfer nor sublet nor dispose of the cutting or milling rights, except with the approval of the Land Board.

11. All carting on the roads shall be subject to the heavy traffic by-laws of the Tauranga County Council, or as may be gazetted by the Lands Department under authority of the Swamp Drainage Act.

12. The lease will be subject to the rating clauses of the Swamp Drainage Act, but for maintenance only.

13. The lease may be forfeited by the Land Board for non-compliance with any of these conditions.

CONDITIONS OF SALE.

1. Intending bidders are expected to visit the locality and satisfy themselves in every particular in all matters relating to the areas.

2. The rent is payable half-yearly in advance, the first half-year's, with £1 ls. lease fee, to be paid on the fall of the hammer.

3. In respect of the flax now growing on the areas, the successful bidder or bidders will be required to give four promissory notes, each equivalent to six months rent, these notes being payable at six, twelve, eighteen, and twenty-four months respectively. Such promissory notes will require to be completed within twenty-one days of the date of the sale. The promissory notes must be made payable on demand, and require approved endorsement. These notes will be returned at due dates on payment of the rent due, provided the other conditions of the lease have been satisfactorily fulfilled. These notes will be returned at earlier dates than above mentioned when the lessees have carried out approved improvements on the area to the value of the notes.

Plans of the areas may be obtained from the Commissioner of Crown Lands, Auckland.

K. M. GRAHAM,
Commissioner of Crown Lands.

Lands in North Auckland Land District for Lease by Public Tender.

North Auckland District Lands and Survey Office,
Auckland, 27th May, 1926.

NOTICE is hereby given that written tenders will be received up to 4 o'clock p.m. on Wednesday, 7th July, 1926, for the lease of the undermentioned lands, under the provisions of the Public Reserves and Domains Act, 1908, and amendments.

SCHEDULE.

NORTH AUCKLAND LAND DISTRICT.

SECTION 248B, Town of Rawene: Area, 31 perches; upset annual rental, £10.

Situated in the main street of Rawene, close to wharf and within 10 chains of school. Level section.

Weighted with £300, valuation for improvements, consisting of six-roomed dwelling (kauri and rimu, with shingle roof, two brick chimneys) and two-roomed cottage (kauri, with iron roof).

Courthouse-site, Town of Kohukohu: Area, 15.4 perches; upset annual rental, £5.

Situated in Kohukohu, being site upon which the Courthouse formerly stood.

ABSTRACT OF TERMS AND CONDITIONS.

1. The lease shall be for a term of ten (10) years, but the lessor shall have the right, in the event of the land being required for any purpose, to determine the lease at any time on giving the lessee three months' notice in writing of his intention in that behalf.

2. The lessee shall pay the rental in half-yearly instalments, each in advance, the first payment to accompany the tender.

3. The lessee shall not sublet, transfer, or otherwise dispose of his interest in the lease without the written consent of the Commissioner of Crown Lands.

4. The lessee shall discharge all rates, taxes, charges, and other assessments that may become due and payable in respect of the demised land.