

*Including Additional Land in the Maniapoto Development Scheme.*

PURSUANT to Section 4 of the Native Land Amendment Act, 1936 the Board of Native Affairs hereby declares the land described in the Schedule hereto to be subject to Part I of the said Act and to be included in the Maniapoto Development Scheme.

SCHEDULE.

ALL that area of land containing 101 acres 3 roods 29 perches, more or less, situate in the Waikato-Maniapoto Native Land Court District, and known as Lot 4 on Deposited Plan 10989, being part Section I, Block XV, Kawhia North Survey District and being all of the land in Certificate of Title, Vol. 305, folio 116.

Dated at Wellington, this 25th day of November, 1938.

O. N. CAMPBELL,  
W. STEWART,  
Members of the Board of Native Affairs.

**CROWN LANDS NOTICES.**

*Land in Auckland Land District for Sale by Public Auction.*

District Lands and Survey Office,  
Auckland, 28th November, 1938.

NOTICE is hereby given that the undermentioned section will be offered for sale for cash by public auction at the Lands Office, Tauranga, at 2.30 o'clock p.m. on Thursday, 12th January, 1939, under the provisions of the Land Act, 1924.

SCHEDULE.

AUCKLAND LAND DISTRICT.—FIRST-CLASS LAND.

*Tauranga County.—Maketu Survey District.*

SECTION 19, Block IV: Area 10 acres. Upset price, £60.\*

\* The Upset price includes the value of the grassing, £10.

This is a level section situated about two miles from the Maketu School, access being by tar-sealed and metalled road from Te Puke which is approximately twelve miles distant. The property comprises swamp land at present badly infested with blackberry. It is not suitable as a separate holding, but would be a useful adjunct to an established holding in the locality.

Any further particulars required may be obtained from the undersigned.

K. M. GRAHAM,  
Commissioner of Crown Lands.

(H.O. 9/3243; D.O. M.L. 3693.)

*Education Reserves in Southland Land District for Lease by Public Auction.*

District Lands and Survey Office,  
Invercargill, 29th November, 1938.

NOTICE is hereby given that the undermentioned education reserves will be offered for lease by public auction at the District Lands and Survey Office, Invercargill, on Wednesday, 11th January, 1939, at 2.30 o'clock p.m., under the provisions of the Education Reserves Act, 1928, and the Public Bodies' Leases Act, 1908.

SCHEDULE.

SOUTHLAND LAND DISTRICT.—EDUCATION RESERVES.

*Wallace County.—Wairio Survey District.*

Town of Ohai Extension No. 9.

SECTION 1: Area, 1 acre. Upset annual rental, £2 10s.

Section 6: Area, 1 acre. Upset annual rental, £2 10s.

Section 7: Area, 1 acre. Upset annual rental, £1 10s.

The sections are situated in the Township of Ohai, 50 to 60 chains from Ohai School by main metalled road. Lots 1 and 6 are almost level building-sites overlooking the main road, while Lot 7 is inclined to be low lying. Soil of light loam with a growth of manuka scrub.

(H.O. 25/767; D.O. 14/45.)

*Wallace County.—Town of Wrey's Bush.*

Section 1; Block II: Area, 2 acres. Upset annual rental, 10s.

Weighted with £20 (payable in cash) for improvements, comprising one-roomed hut in need of repair and boundary fencing.

The section is situated in the Town of Wrey's Bush on the main Winton-Nightcaps highway, one mile from Wrey's Bush School. Access is by good metalled road. A level section and a good building-site with fair soil.

(H.O. 20/1018; D.O. E.R. 3029.)

ABSTRACT OF TERMS AND CONDITIONS OF LEASE.

1. Possession will be given on the day of sale.
2. Six months' rent at the rate offered and rent for the broken period, lease and registration fees (£2 2s.), and weighting for improvements must be deposited on the fall of the hammer.
3. Term of lease—twenty-one years, with perpetual right of renewal for further similar terms at rents on fresh valuations under the provisions of the Public Bodies' Leases Act, 1908.
4. Rent payable half-yearly in advance.
5. Lessee to maintain in good substantial repair all buildings, drains, and fences; to keep clear all creeks, drains, ditches, and watercourses; to trim all live hedges, and yield up all improvements in good repair and condition at the expiration of the lease.
6. Lessee not to carry on any noxious, noisome, or offensive trade upon the land.
7. Lessee not to transfer, mortgage, sublet, or subdivide without consent of the Land Board.
8. Lessee not to use or remove any gravel without consent of the Land Board.
9. No liability is accepted on the part of the Crown or of the Land Board to pay to the lessee any compensation for improvements, but if the lease is not renewed upon expiration, or if it is sooner determined, the new lease offered for disposal by public competition will be subject to payment by the incoming tenant of an amount equal to the value of buildings and improvements effected by the original lessee, and the amount so paid by the incoming tenant shall be paid to the original lessee without any deduction except for rent or other payments in arrear.
10. Lessee to keep buildings insured.
11. Interest at the rate of 10 per cent. per annum to be paid on rent in arrear.
12. Lease liable to termination if conditions are violated.

SPECIAL CONDITIONS FOR SECTIONS IN TOWNSHIP OF OHAI  
EXTENSION No. 9.

(1) The leases, which confer surface rights only, will contain the following condition:—

The lessor hereby excepts and reserves unto the lessor, his successors, and assigns, all coal-mines, veins, and seams of coal, and all other mines, metals, and minerals whatsoever, and all quarries of stone, and deposits of gravel, scoria, sand, and clay, with full liberty and power for the lessor, his successors, assigns, and licensees, and his and their workmen, servants, and agents, at his and their free will and pleasure, to search for, dig, work, and carry away the same; and for the better working the same mines and quarries, to erect furnaces, engines, and smelting-houses, and other requisite buildings, and to make and lay down and continue any railway, and to make drains, sluices, and cuts, and to do every other act necessary or expedient for raising and carrying away all such coal, metals, minerals, stone, gravel, scoria, sand, and clay, doing as little injury as may be to the soil of the said premises, and making in the absolute discretion of the Board either reasonable compensation for the disturbance of the surface soil or abatement of the rent to an amount bearing the same proportion to the total rent hereby reserved as the rental value of the area of the land disturbed bears to the rental value of the whole area of land hereby demised.

(2) Lessees shall have no claim for compensation or otherwise against the lessor, or any other person or persons or body corporate whomsoever or whatsoever, for any loss which lessees may sustain on account of mining operations carried on below the surface of the demised land or lands adjoining.

Form of lease and any further particulars required may be obtained from the undersigned.

THOS. CAGNEY,  
Commissioner of Crown Lands.