



SUPPLEMENT

TO THE

NEW ZEALAND GAZETTE

OF

THURSDAY, MAY 5, 1904.

Published by Authority.

WELLINGTON, FRIDAY, MAY 6, 1904.

Sections in Township of Otorohanga for Lease by Public Auction, under "The Maori Land Administration Act, 1900," and its Amendments.

Office of Maniapoto-Tuwharetoa Maori Land Council, Otorohanga, 3rd May, 1904.

THE undermentioned sections in the Township of Otorohanga will be offered for lease by public auction, for a term of twenty-one years, with right of renewals for further terms of twenty-one years, at the Public Hall, Otorohanga, on Thursday, 16th of June, 1904, at 10 o'clock a.m.

SCHEDULE.

AUCKLAND LAND DISTRICT.—KAWHIA COUNTY.—ORAHIRI SURVEY DISTRICT.

Lot.	Block.	Area.	Upset Annual Rental.	Value of Improvements.
		A. R. P.	£ s. d.	
9	III.	1 0 18	5 0 0	£60 (buildings).
1	IV.	0 1 26	2 5 0	
2	"	0 1 8	1 16 0	£50 (four-roomed cottage).
3	"	0 1 8	1 16 0	
4	"	0 1 8	1 16 0	
5	"	0 1 11	3 15 0	
1	V.	0 2 1	2 10 0	
2	"	0 2 30	2 15 0	
4	"	0 2 24	3 0 0	
5	"	0 2 24	3 0 0	
6	"	0 2 25	3 0 0	
7	"	0 2 24	3 0 0	
8	"	0 0 38	3 6 0	
9	"	0 1 2	2 5 0	
10	"	0 1 2	2 5 0	
11	"	0 1 2	2 5 0	
12	"	0 1 2	2 5 0	
13	"	0 1 2	2 5 0	
14	"	0 1 2	2 5 0	
15	"	0 1 2	2 5 0	
16	"	0 1 2	3 6 0	
1	VI.	0 2 8	0 15 0	
2	"	0 2 11	0 15 0	
3	"	0 2 26	1 5 0	
4	"	0 2 6	1 5 0	
5	"	0 2 11	1 5 0	
6	"	0 2 29	1 5 0	

Lot.	Block.	Area.	Upset Annual Rental.	Value of Improvements.
7	VI.	A. R. P.	£ s. d.	£20 (two-roomed cottage).
1	VII.	0 1 32	1 5 0	
2	"	0 1 24	2 10 0	
3	"	0 1 20	3 10 0	
4	"	0 3 5	3 10 0	
5	"	0 3 12	3 15 0	
6	"	0 3 8	3 15 0	
7	"	0 3 8	3 15 0	
8	"	0 3 8	3 15 0	
9	"	0 3 35	3 15 0	
10	"	0 3 8	2 10 0	
11	"	0 3 38	3 0 0	
12	"	1 0 33	3 10 0	
13	"	1 2 10	5 0 0	
14	"	1 0 21	3 15 0	
15	"	1 0 39	4 0 0	
1	VIII.	1 1 19	3 10 0	£100 (cottage).
2	"	2 2 33	5 0 0	
1	IX.	1 2 8	3 0 0	
2	"	2 3 25	6 0 0	£40 (blacksmith's shop). £700 (Otorohanga Temperance Hotel and outbuildings) £115 (billiard-room), £35 (butcher's shop and stable)
3	"	2 0 27	4 0 0	
5	"	2 0 19	5 0 0	
1	X.	0 0 35	3 6 0	
3	"	0 0 32	2 10 0	
4	"	0 0 32	2 10 0	
5	"	0 0 32	2 10 0	
6	"	0 1 0	3 2 0	
7	"	0 1 0	3 2 0	
8	"	0 1 0	7 10 0	
9	"	0 1 0	4 0 0	
1	XI.	0 1 0	3 6 0	
2	"	0 1 1	2 5 0	
3	"	0 1 1	2 5 0	
4	"	0 1 2	2 5 0	
5	"	0 1 3	2 5 0	
7	"	0 1 4	3 0 0	
8	"	0 1 19	3 6 0	
9	"	0 1 19	3 6 0	
10	"	0 1 19	3 6 0	
11	"	0 1 19	3 6 0	
13	"	0 1 4	2 10 0	

Lot.	Block.	Area.	Upset Annual Rental.	Value of Improvements.	Lot.	Block.	Area.	Upset Annual Rental.	Value of Improvements.
14	XI.	A. R. P.	£ s. d.		1	XVIII.	A. R. P.	£ s. d.	
15	"	0 1 4	2 10 0		4	"	1 0 0	4 0 0	
16	"	0 1 4	2 10 0		5	"	1 0 31	3 0 0	
17	"	0 1 4	2 10 0		6	"	1 1 0	3 0 0	
18	"	0 1 8	2 14 0		7	"	1 0 32	3 0 0	
19	"	0 1 0	7 10 0	£40 and £25 (two buildings).	9	"	1 3 36	3 0 0	
20	"	0 1 0	3 6 0	£100 (public hall).	10	"	1 1 17	3 0 0	
23	"	0 0 27	3 0 0	£30 (cottage).	11	"	2 3 19	5 0 0	
24	"	0 0 34	4 10 0	£40 (cottage).	1	XIX.	0 0 20	3 6 0	Old bakehouse, to be removed before date of sale.
1	XII.	0 0 34	2 5 0		2	"	0 0 28	1 13 0	
2	"	0 0 38	2 5 0		3	"	0 0 35	1 13 0	
3	"	0 0 36	3 0 0		4	"	0 0 35	1 13 0	
4	"	0 1 19	3 0 0	£45 (3-roomed cottage).	5	"	0 0 35	3 6 0	
5	"	0 1 19	3 0 0		2	XX.	0 1 0	3 15 0	£175 (house), £25 (office), £15 (buggy-shed).
6	"	0 1 19	3 0 0		3	"	0 0 24	1 12 0	
8	"	0 1 36	3 3 0		4	"	0 0 30	2 0 0	
9	"	0 2 3	3 6 0		5	"	0 1 4	3 15 0	
10	"	0 1 7	2 0 0		7	"	0 1 11	2 10 0	
11	"	0 1 12	1 10 0		8	"	0 1 11	2 10 0	
12	"	0 2 8	2 0 0		9	"	0 1 11	2 10 0	
13	"	0 2 27	2 5 0		10	"	0 0 29	2 10 0	
14	"	0 2 19	2 5 0		11	"	0 0 29	2 0 0	
15	"	0 2 5	2 0 0		12	"	0 0 29	2 0 0	
16	"	0 2 20	2 10 0		13	"	0 0 29	2 0 0	£30 (cottage).
21	"	1 0 10	5 0 0	£110 (cottage).	14	"	0 0 29	2 10 0	
22	"	0 3 27	3 15 0		1	XXI.	0 1 35	1 5 0	
23	"	0 3 6	3 10 0		2	"	0 1 2	0 15 0	
24	"	0 3 6	3 10 0		3	"	0 0 39	1 0 8	£5 (cottage).
25	"	0 3 6	4 0 0		1	XXII.	0 1 2	2 10 0	
26	"	0 2 26	2 10 0		2	"	0 1 4	2 0 0	
27	"	0 2 27	2 10 0		3	"	0 1 16	2 5 0	
28	"	0 2 25	2 10 0		4	"	0 1 28	2 10 0	
29	"	0 1 18	1 5 0		5	"	0 0 32	2 10 0	
30	"	0 1 37	2 0 0		6	"	0 0 32	1 13 0	
31	"	0 2 14	2 10 0		7	"	0 0 32	1 13 0	
32	"	0 3 6	3 0 0		8	"	0 0 32	1 13 0	
33	"	0 3 6	3 0 0		9	"	0 1 5	1 0 0	
34	"	0 3 6	3 10 0		1	XXIII.	0 1 32	3 15 0	
2	XIII.	0 3 25	2 0 0		2	"	0 1 0	2 0 0	
1	XIV.	1 3 23	5 0 0	£35 (cottage).	3	"	0 1 0	1 13 0	
2	"	0 1 35	1 0 0		4	"	0 1 0	1 13 0	
3	"	2 2 33	5 0 0		5	"	0 1 0	1 13 0	
4	"	2 0 36	5 0 0		6	"	0 1 0	1 13 0	
1	XV.	0 0 30	4 0 0		7	"	0 1 0	1 13 0	
2	"	0 0 32	6 0 0	£50 (cottage), £25 (shop).	8	"	0 1 0	1 13 0	
3	"	0 0 33	2 10 0		9	"	0 1 0	1 13 0	
4	"	0 0 32	2 10 0	£80 (cottage).	10	"	0 1 0	1 13 0	
5	"	0 0 32	2 10 0		11	"	0 1 28	1 13 0	
6	"	0 0 32	2 10 0		12	"	0 1 9	1 5 0	
7	"	0 0 32	3 6 0		13	"	0 2 5	2 10 0	
1	XVI.	0 0 18	3 0 0	£30 (office), £20 (house).	14	"	0 2 9	2 10 0	
2	"	0 1 6	4 4 0	£100 (billiard-room), £80 (cottage), £30 (store).	15	"	0 2 29	3 0 0	
3	"	0 1 37	4 10 0	£100 (cottage).	16	"	0 2 29	3 10 0	
4	"	0 1 37	4 10 0		1	XXIV.	0 2 0	2 10 0	
7	"	0 0 32	2 5 0		2	"	0 2 0	2 0 0	
8	"	0 0 32	2 5 0		3	"	0 2 0	2 0 0	
9	"	0 0 32	2 5 0		4	"	0 2 0	2 0 0	
10	"	0 0 32	2 5 0		5	"	0 2 0	2 0 0	
11	"	0 0 32	3 6 0		6	"	0 1 14	1 0 0	
13	"	0 2 15	4 0 0	£40 (cottage and shed).	7	"	1 3 15	4 0 0	
15	"	0 0 29	3 6 0		8	"	1 2 25	3 10 0	
16	"	0 1 2	3 0 0		9	"	1 1 34	3 0 0	
17A	"	0 1 2	3 0 0		10	"	1 2 29	3 0 0	
1	XVII.	0 1 3	4 10 0		11	"	1 2 29	3 0 0	
2	"	0 1 3	2 10 0		12	"	1 2 25	3 0 0	
3	"	0 1 3	2 10 0		13	"	2 0 4	1 10 0	
4	"	0 1 3	2 10 0		1	XXV.	0 3 4	3 0 0	
5	"	0 1 3	2 10 0		2	"	0 3 4	2 10 0	
6	"	0 1 0	2 10 0		3	"	0 3 4	2 10 0	
7	"	0 0 37	3 0 0		4	"	0 3 4	2 10 0	
8	"	0 2 16	3 10 0	£50 (cottage).	5	"	0 3 4	2 10 0	
9	"	0 2 11	3 10 0		6	"	0 3 4	2 10 0	
10	"	0 2 24	2 5 0		7	"	0 3 4	2 10 0	
11	"	0 2 6	2 10 0		8	"	0 3 4	2 10 0	
12	"	0 2 35	3 0 0		9	"	0 3 4	2 10 0	
13	"	0 2 35	3 10 0		10	"	0 3 4	2 10 0	
14	"	0 1 14	2 0 0		11	"	0 3 4	2 10 0	
15	"	0 1 30	2 0 0	£90 (cottage).	12	"	0 3 4	2 10 0	
16	"	0 2 12	2 15 0		13	"	0 3 4	2 10 0	
17	"	0 2 13	2 10 0		14	"	0 3 4	2 10 0	
18	"	0 2 15	2 10 0		15	"	0 3 4	2 10 0	
19	"	0 2 20	2 10 0		16	"	0 3 4	3 0 0	
20	"	0 2 35	3 0 0		2	XXVI.	0 2 36	0 10 0	
21	"	0 2 35	3 0 0						
22	"	0 2 35	3 10 0						

Locality and Description of Township of Otorohanga.

Otorohanga Township is situated within what is known as the King-country, on the North Island Main Trunk Railway-line, 114 miles from Auckland and fourteen miles from Te Awamutu. It is the oldest of the European settlements in the King-country, but it is only now that Europeans are able to obtain valid titles to the land there. There is a considerable European and Maori population at Otorohanga at the present time, and it has been known for some years past as a thriving business-place. There is a large area of Crown land in the vicinity, a great deal of which has already been taken up, and as settlement progresses Otorohanga will become a place of considerable importance. There is a daily train service to it from Auckland. There is a sawmill in the township employing a number of workmen both in the mill and in the adjacent bush. There is a Board school, a public hall, a temperance hotel, and a Methodist church in the township, and a creamery within a distance of four miles. There is a graded and formed road from Otorohanga leading to Kihikihi, Te Awamutu, and other parts of Waipa and Waikato Counties. Otorohanga is within easy reach of the celebrated Waitomo Caves, and is the nearest place to them at which proper accommodation for tourists can be obtained. The township is laid out in a pretty valley on the west side of the railway-station site and the railway-line. It is bounded on the south and east by the Waipa River, which has been well stocked with trout. The township is partly on flat and partly on rising ground, thus comprising allotments suitable for both business and residence sites.

TERMS AND CONDITIONS OF LEASE.

1. The respective lots shall be offered by public auction on the 16th day of June, 1904.
2. The bidder of the highest rent shall be declared to be the lessee, and, if any dispute arises as to the last or highest bid at any auction for any lot, the lot in dispute shall be put up again at the last preceding bid.
3. The highest bidder for any lot shall, upon the fall of the hammer, pay to the auctioneer the first half-year's rent in advance by way of deposit, which shall represent the half-year's rent as from the 1st July, 1904, and shall cover the period between the date of sale and such 1st July, 1904.
4. The second half-year's rent shall become payable on the 1st January, 1905, and thenceforth the rent shall be paid half-yearly in advance.
5. As soon as may be after the highest bidder is ascertained, a lease will be prepared, for which there will be a charge of £1, to be paid by the lessee. Such lease shall be for the term of twenty-one years, commencing from the 1st July, 1904, and the lessee shall execute the same in triplicate at the office of the Council whenever requested to do so.
6. The lease may provide for renewals from time to time for a period not exceeding twenty-one years at a rent to be fixed by valuation or by arbitration, and it may also provide for payment by the incoming tenant for improvements made by the outgoing tenant, the value of such improvements to be ascertained by arbitration.
7. In cases where any of the allotments are subject to the payment of the value of the improvements by the provisions of an expiring lease or otherwise, the respective amounts thereof shall be specified in the conditions, and such value shall be paid at the same time and in the same manner as the deposit heretofore mentioned.
8. Should the highest bidder neglect or fail to comply with any of the conditions, his deposit-money shall thereupon be forfeited to the Council, who shall be at full liberty either to enforce the letting or to relet the premises at such time and place and in such manner as it thinks fit, unless some other arrangement is assented to, in writing, by the outgoing lessee or person interested.
9. Every lease shall be in the following form, with such modification as the circumstances may require:—

This deed, made the _____ day of _____, one thousand nine hundred and _____, under the provisions of "The Maori Lands Administration Act, 1900," and its amendments, between the _____ District Maori Land Council, (hereinafter referred to and included in the expression "the lessor") of the one part, and _____, of _____, in the Land District of _____, in the Colony of New Zealand (who, with his _____ executors, administrators, and permitted assigns, is hereinafter referred to and included in the expression "the lessee"), of the other part, witnesseth that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained and implied, and on the part of the lessee to be paid, observed, and performed, the lessor hereby demises and leases unto the lessee all that piece of land, containing by admeasurement _____ acres _____ roads _____ perches, a little more or less, situate in the Native Township of _____, and being allotment numbered _____, Block _____, on the plan of that township, as the same is more particularly delineated and

described in the plan drawn hereon, and therein coloured red in outline; together with all ways, rights, easements, and appurtenances to the same belonging: To hold the demised premises unto the lessee for the term of twenty-one years, commencing on the 1st day of _____, one thousand nine hundred and _____; yielding and paying therefor the annual rent of _____, payable half-yearly in advance on the 1st day of January and the 1st day of July in each year during the said term, free from all deductions whatsoever, the first half-yearly payment of such rent having been already made, and the next payment to become due and be made on the 1st day of _____ thereafter.

And the lessee hereby covenants with the lessor as follows, namely:—

(1.) The lessee shall not nor will at any time during the said term assign, underlet, or part with the possession of the demised premises, or any part thereof, without the previous consent in writing of the lessor.

(2.) The lessee will from time to time during the said term pay unto the lessor the said rent on the days and in manner aforesaid, and also will from time to time pay and discharge all rates, taxes, charges, and assessments whatsoever now or hereafter to become payable upon or in respect of the demised premises, or any part thereof.

(3.) The lessee will, during the said term, well and sufficiently repair, maintain, and keep the demised premises, and all buildings, fences, and erections from time to time built or erected thereon, in good and substantial repair and condition (reasonable wear-and-tear and damage by fire, storm, earthquake, or tempest only excepted). In the erection of any buildings from time to time the lessee will abide by and conform to the alignment of streets and roads, and also to all the by-laws and regulations from time to time in force, or made or passed by the local authority for the time being intrusted with the administration of the local affairs of the said township, by whatever name or designation such local authority may for the time being be called, but hereinafter referred to as "the local authority."

(4.) The lessee will from time to time construct, maintain, and keep all such privies, ashpits, and other works of a similar character as may be ordered or directed by the local authority; and, in cutting and laying of drains and channels for the conveyance of water or waste material or refuse of any kind, and in maintaining or providing for the sanitary state and condition of the demised premises, will at all times act in accordance with the direction of the local authority or the requirements of any laws, by-laws, rules, or regulations for the time being in force providing for the sanitary state and condition of the said township.

(5.) The lessee will not at any time during the said term, without the previous consent in writing of the local authority, carry on or permit to be carried on upon the said demised premises, or any part thereof, the trade or business of a soap-boiler, tallow-chandler, tanner, slaughterman, meat curer or preserver, or any noisy, noxious, or offensive trade or manufacture of any kind whatever.

(6.) The lessee will permit the lessor, or any person on his behalf duly authorised as hereinafter provided, from time to time to enter upon the demised premises at all reasonable times, to view the state and condition thereof, and upon notice of any defect or want of repair being given to the lessee, or left for him on the premises, the lessee will, within one month thereafter, make good any such defect or want of repair:

Provided always that whenever the rent hereby reserved, or any part thereof, is in arrear for twenty-one days the same may be levied by distress without any previous demand of payment or notice of any kind: Provided further that, if the lessee makes default for thirty days in the full and punctual payment of any of the said rent, or if he makes default in the faithful performance or observance of any other covenant or condition on his part herein contained or implied, or if the lessor is satisfied that the land comprised in this lease is being held unused and to the hindrance of the trade and progress of the said township, then and in any such case, and without any notice or demand whatsoever, it shall be lawful for the lessor to re-enter upon the demised premises and thereby determine this lease, and that without releasing the lessee from any liability in respect of any rent due or any preceding breach of covenant.

And it is hereby declared and agreed as follows, that is to say:—

(1.) The rent hereby reserved may be paid to the President of the Maniapoto-Tuwharetoa District Maori Land Council, or any officer who may be authorised by a notice under the hand and seal of the lessor, and duly published in the *New Zealand Gazette*, to receive the same, and the receipt of the President or such person so appointed shall be a good discharge to the lessee.

(2.) Any power which may be exercisable under these presents by or on behalf of the lessor may from time to time be exercised by any person whom he from time to time appoints for that purpose.

(3.) Service on the lessee of any notice under this lease may be effected either personally or by posting the same in a registered letter addressed to him either at his last known place of business or abode in the colony or at the demised land.

(4.) The lessee, faithfully observing and performing all the covenants, conditions, and agreements on his part herein contained or implied, shall, on the expiration by effluxion of time of the original and every renewed term, have a recurrent right of renewal of the lease, or to valuation for all substantial improvements of a permanent character made or owned by him and then existing on the demised land: Provided that such right shall exist only to the extent and subject to the conditions following, that is to say:—

(1.) Not sooner than nine nor later than six months before the expiration of any term by effluxion of time two separate valuations shall be made in manner prescribed (*mutatis mutandis*) by sections 79 and 80 of "The Land Act, 1892," of

(a.) All such improvements as aforesaid; and of

(b.) The annual ground-rent of the land (exclusive of such improvements as aforesaid) for a fresh term of twenty-one years.

(2.) After the making and publishing of the aforesaid valuations, which shall be effected by serving a copy thereof on the lessee and another copy on the lessor, but not later than one month before the date of such expiration as aforesaid, the lessee shall, by notice in writing served on the lessor, elect whether he will accept a new lease of the demised land (including the aforesaid improvements) for a fresh term of twenty-one years, computed from the date of such expiration as aforesaid, at the annual ground-rent ascertained by valuation as aforesaid, and subject in all other respects to the same covenants and conditions as those of this present lease.

(3.) If for any reason the lessee does not duly elect in manner aforesaid to accept such new lease, or if, having duly elected, he for any reason does not execute such new lease when requested by the

lessor so to do, his right to a new lease shall be and be deemed to be abandoned, and the land shall be disposed of by lease, at such time, in such manner, and subject to such conditions, not inconsistent with the said Act and its amendments, and the regulations for the time being in force thereunder, as the lessor thinks fit: Provided that it shall be one of the conditions of the new lease that the new lessee pays to the lessor the amount at which the improvements (if then existing) have been valued as aforesaid, or such less amount as the lessor thinks just, having regard to the extent to which such improvements have deteriorated since the date of the said valuation; and all moneys actually received by the lessor in respect of such valuation shall be paid over to the lessee under this present lease as soon as the lessor is satisfied that the new lessee has been admitted into full and quiet possession of the premises: Provided further that in no case shall the lessee under this present lease have any claim against the lessor in respect of any such improvements, or of the value thereof, save to the extent of the moneys which are actually received as aforesaid from the new lessee, and available for payment, and which the lessee under this present lease becomes actually entitled to.

(4.) When no valid bid or tender is received for any allotment heretofore or hereafter advertised for disposal under the provisions of the said Act, such allotment may at any time within six months from the date of the auction, or opening of tenders, be taken up, subject to all the other provisions of the said Act and these regulations, at the upset price or rental.

GEO. T. WILKINSON,
President, Maniapoto-Tuwharetoa District Maori
Land Council.

By Authority: JOHN MACRAE, Government Printer, Wellington.