

THE

NEW ZEALAND GAZETTE.

Jublished by Authority.

WELLINGTON, THURSDAY, NOVEMBER 24, 1904.

Appointing Commissioners to classify Pastoral Runs in Otago Land District.

PLUNKET, Governor.

I N exercise and pursuance of the powers and authorities vested in me by the one-hundred-and-eighty-ninth section of "The Land Act, 1892," I, William Lee, Baron Plunket, the Governor of the Colony of New Zealand, do hereby appoint

DAVID BARRON, WILLIAM DALLAS, and GEORGE LIVINGSTONE

Commissioners to classify and report to me upon the rural lands in the Otago Land District known as Runs Numbers 170, 170A, 170B, 170C, 170D, 170E, 353B, 9A, 9, 346A, 121L, 254, 254A, 260, and 185A. and Sections Numbers 19, 20, and 21, Block VI., Budle Survey District. as provided by section one hundred and eighty-nine of "The Land Act, 1892."

As witness the hand of His Excellency the Governor. this nineteenth day of November, one thousand nine hundred and four.

T. Y. DUNCAN,

Minister of Lands.

3. For the purposes of "The Bush and Swamp Crown Lands Settlement Act, 1903," the land enumerated in the said Schedule hereto shall be deemed to be "heavy-bush land." 4. No general rate shall be levied or collected by any local

4. No general rate shall be levied or collected by any local authority from the said land for the period of four years from the date from which such land is disposed of, and no local authority shall have power to levy or collect any such rate from such land during such period.
5. After the first half-year's rent has been paid by the selector the further instalments of rent payable by him for a period of four years shall not be demanded: provided that if at any time during the first half or the provided is a period of the period.

a period of four years shall not be demanded: provided that if at any time during the first five years of his occu-pancy the selector disposes of his interest in the land the rent so conceded shall be paid by him in full, and thereupon the Land Board may remit such instalments of rent payable by the incoming tenant, not exceeding in the aggreas the Board shall think fit.

SCHEDULE.

WESTLAND LAND DISTRICT .-- WESTLAND COUNTY .-- TURIWHATE SURVEY DISTRICT.

Second-class Heavy-bush Land.

| Section. Block. | | | Lease in Perpetuity: Rent, 4 per Cent. | | | | | |
|-----------------|--------|---------------------|---|---------------------|--|--|--|--|
| | Block. | Area. | Rent per Acre per Annum. | Half-yearly Rent | | | | |
| 2396 | VIII. | A. R. P. 325 0 0 | s. d. 0 2·4 | £ s. d. 1 12 6 | | | | |

Poor pastoral land, from 400 ft. to 500 ft. above sea-level; chiefly covered with dense birch scrub, with scattered belts of fair mixed timber, and with a belt of ribbonwood along river frontage. About 40 acres of flat at river-level, the remainder consisting of flat terraces on slaty soil; well watered. Access by pack-track and Taipo River bed, five miles and a half to Taipo Post-office, and thence by main road seventeen miles and a half to Kumara or seven miles to Jackson Bailway-station. to Jackson Railway-station.

As witness the hand of His Excellency the Governor, this nineteenth day of November, one thousand nine hundred and four.

T. Y. DUNCAN, Minister of Lands.

Rural Land in Westland Land District open for Selection on Lease in Perpetuity.

PLUNKET, Governor.

IN pursuance and exercise of the powers and authorities conferred upon me by section L conferred upon me by section one hundred and thirty-six of "The Land Act, 1892," and section two of "The Bush and Swamp Crown Lands Settlement Act, 1903," I, william Lee, Baron Plunket, the Governor of the Colony of New Zealand, do hereby declare and provide as follows, that is to say,

1. The rural land enumerated in the Schedule hereto is hereby set apart for disposal by way of selection on and after the eleventh day of January, one thousand nine hundred and five, at the rental specified in the said Schedule.

2. The said land may be selected on lease in perpetuity only, as provided by section one hundred and twenty-one of "The Land Act, 1892," as it contains, or is supposed to contain, metal, mineral, or valuable stone, and shall not be purchased for cash.

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Rural Land in Auckland Land District open for Selection on Lease in Perpetuity.

PLUNKET, Governor.

TN pursuance and exercise of the powers and authorities L conferred upon me by section one hundred and thirty-six of "The Land Act, 1892," and section two of "The Bush and Swamp Crown Lands Settlement Act, 1903," I, William Lee, Baron Plunket, the Governor of the Colony of New Zealand, do hereby declare and provide as follows, that is to say :-

1. The rural land enumerated in the Schedule hereto is hereby set apart for disposal by way of selection on and after the eleventh day of January, one thousand nine hundred and five, at the rental specified in the said Schedule.

2. The said land may be selected on lease in perpetuity only, as provided by section one hundred and twenty-one of "The Land Act, 1892," as it contains, or is supposed to contain, metal, mineral, or valuable stone, and shall not be purchased for cash.

3. For the purposes of "The Bush and Swamp Crown Lands Settlement Act, 1903," the land enumerated in the Schedule hereto shall be deemed to be "sorub land."

4. No general rate shall be levied or collected by any local authority from the said land for the period of two years from the date from which such land is disposed of, and no local authority shall have power to levy or collect any such rate from such land during such period.

5. After the first half-year's rent has been paid by the 5. After the first half-year's rent has been paid by the selector the further instalments of rent payable by him for a period of two years shall not be demanded: provided that if at any time during the first five years of his occu-pancy the selector disposes of his interest in the land the rent so conceded shall be paid by him in full, and there-upon the Land Board may remit such instalments of rent payable by the incoming tenant, not exceeding in the aggre-gate the amount of rent previously conceded to the selector, as the Board shall think fit.

SCHEDULE.

AUCRLAND LAND DISTRICT .-- COROMANDEL COUNTY .-- MAHAKIRAU PARISH.

Second-class Scrub Land.

SECTION 3: Area, 272 acres. Lease in perpetuity---rent 4 per cent: Rent per acre per annum, 4.8d.; half-yearly rent, £2 14s. 6d.

Broken hilly land; clay soil of medium quality, covered for most part with fern and tea-tree sorub. The Mercury Bay-Coromandel Road runs through the section. Situated about seven miles from Whitianga Township.

As witness the hand of His Excellency the Governor, this nineteenth day of November, one thousand nine hundred and four.

T. Y. DUNCAN, Minister of Lands.

Rural Lands in Otago Land District open for Sale or Selection.

PLUNKET, Governor.

PLUNKET, Governor. T N pursuance and exercise of the powers and authorities conferred upon me by the one-hundred and thirty-sixth section of "The Land Act, 1892," I, William Lee, Baron Plunket, the Governor of the Colony of New Zealand, having received the report of the Surveyor-General in this behalf, as in the said section is provided, do hereby declare that the rural lands enumerated in the Schedule hereto shall be open for sale or selection on and after the eleventh day of January, one thousand nine hundred and five; and also that the lands mentioned in the said Schedule may, at the option of the applicant, be purchased for cash, or be selected for occupation with right of purchase or on lease in perpetuity, or, in respect of any lands containing or supposed to contain any metal, mineral, or valuable stone, be selected on lease in perpetuity only; and I do hereby also fix the prices at which the said lands shall be sold, occupied, or leased, as mentioned in the said Schedule hereto, and do declare that the said lands shall be sold, occupied, or leased under and subject to the provisions of "The Land Act, 1892."

SCHEDULE. OTAGO LAND DISTRICT. Second-class Land.

| County. | District. | Section. | Block. | Area. | Cash | Price. | Occupation with Right of Purchase: Rent, 5 per Cent. | Lease in Perpetuity : Kent, 4 per Cent. | | | |
|-------------------|-----------|----------|-----------|----------|--------|-----------------|--|--|--------------|---|---|
| County. District. | Section. | Section. | I. BIOCK. | DIOCK. | DIOCK. | Bection. Block. | Area. | Per Acre. | Total Price. | Rent per Acre per Annuu. Half-yearly Rent. | Rent per Acre per Annum. Half-yearly Rent. |
| | | | | A. B. P. | s. đ. | £ s. d. | s. d. £ s. d. | s. d. £ s. d. | | | |

Clutha .. | Catlins .. | 5 | VI. | 241 0 0 | 10 0 | 120 10 0 | 0 6 | 3 0 3 | 0 45 | 2 0 2 Weighted with £37 10s., valuation for improvements. A rough bush section, with a fair soil. Timber comprises rata, red-pine, and broadleaf. Situated about thirteen miles from Owaka Railway-station, about two miles and a half from Purekireki School, and about two miles from a dairy

| Catlins Clutha 24 VII. | 186 2 0 | 10 0 | 93 10 0 | 0 6 | 2 6 9 | 0 4 8 | 1 17 5

Weighted with £506, valuation for improvements. This section is very steep and very stony, the soil is of fair quality, and the aspect generally is good. The timber remaining is mostly birch, with a few kowhai and a small area of hinihini. Situated about two miles from Owaka Valley Main Road, about ten miles from Owaka Railway-station, and about two miles and a half from a school.

Clutha .. | Catlins .. | 28 | VII. | 142 1 20 | 15 0 | 106 10 0 | 0 9 | 2 13 3 | 0 7.2 2 2 7 Weighted with £471 6s., valuation for improvements.

This section is divided into three ridges by two gullies running through it; portion of the land is level, the remainder being steep and broken; the section is well watered, and has a good aspect. The timber comprises black-pine, red-pine, kamai, and silver-birch. Situated about nine miles from Owaka Railway-station.

ha .. | Warepa .. | 18 | VIII. | 56 0 24 | Weighted with £3 7s. 6d., valuation for improvements. | VIII. | 56 0 24 | 15 0 | 42 0 0 | 0 9 | 1 1 0 | 0 7·2 | Clutha 0 16 10

This section contains a large proportion of heavy bush, principally kamai and red-pine, of no market value. About one-quarter of the area is open land; the soil is fair, but the aspect is bad. Situated about one mile from Purekireki Post-office.

As witness the hand of His Excellency the Governor, this nineteenth day of November, one thousand nine hundred and four.

T. Y. DUNCAN Minister of Lands.

Cadet in Lands and Survey Department appointed.

Department of Lands and Survey,

PAUL LUCIEN GOLDENSTEDT

Wellington, 19th November, 1904. HIS Excellency the Governor has been pleased to appoint

WILLIAM GLENDINING RIDDELL, Esq.,

appoint

to be a Stipendiary Magistrate within the Colony of New Zealand, to exercise the extended jurisdiction of the Magistrate's Court. Such appointment to date from the 19th October, 1904.

Stipendiary Magistrate appointed.

wellington, 19th November, 1904. IS Excellency the Governor has been pleased to appoint

Department of Justice.

JAS. McGOWAN.

to be a clerical cadet in the Department of Lands and Survey, as from the 3rd day of July, 1904.

T. Y. DUNCAN

Minister of Lands.

[No. 94

Nov. 24.1

Inspector under "The Slaughtering and Inspection Act, Volunteer Officer resigned and posted to Active List, New 1900," resigned.—Notice No. 917. Zealand Volunteers.

Department of Agriculture. Wellington, 23rd November, 1904. T is hereby notified for public information that

SAMUEL BURTON, M.R.C.V.S.,

has resigned the appointment held by him as an Inspector for the purposes of "The Slaughtering and Inspection Act, 1900,"

T. Y. DUNCAN. Minister for Agriculture.

Justice of the Peace resigned.

Department of Justice, Department of Justice, Wellington, 21st November, 1904. IS Excellency the Governor has been pleased to ac-cept the resignation by cept the resignation by

ALBERT JAMES ALLOM, Esq.,

of Parnell, Auckland, of his appointment as a Justice of the Peace for the Colony of New Zealand. JAS. McGOWAN.

Volunteer Officer promoted.

Defence Office, Wellington, 14th November, 1904. HIS Excellency the Governor has been pleased to approve of the promotion of the undermentioned officer :--

1st Battalion Nelson Infantry Volunteers. Captain (Acting-Major) George Alexander Harkness (Stoke Rifle Volunteers) to be Major. Date of commission, 7th September, 1904.

ALBERT PITT, For Minister of Defence.

Volunteer Officer promoted.

Defence Office

Wellington, 15th November, 1904. IS Excellency the Governor has been pleased to approve of the promotion of the undermentioned officer :

No. 4 Battalion Auckland Mounted Rifle Volunteers. Captain William Atherton Bennett (Te Puke Mounted Rifle Volunteers) to be Major. Date of commission, 7th Sep-tember, 1904.

ALBERT PITT. For Minister of Defence.

Volunteer Officers appointed.

Defence Office,

Wellington, 15th November, 1904. IS Excellency the Governor has been pleased to ap-prove of the following appointments:

E Battery New Zealand Field Artillery Volunteers.

Norman McPherson Duncan to be Lieutenant. Date of commission, 7th September, 1904.

No. 3 Company Waikato Mounted Rifle Volunteers. William Robert Cooper Walker to be Captain. Date of

commission, 7th September, 1904. Napier Guards Rifle Volunteers.

Francis John Lound to be Lieutenant. Date of commission, 7th September, 1904.

Nelson Rifle Volunteers.

James Hill to be Lieutenant. Date of commission, 7th September, 1904.

Dunedin Highland Rifle Volunteers. James Neill Barclay to be Lieutenant. Date of commission, 4th October, 1904.

Dannevirke Rifle Volunteers.

John Cattanach Davidson to be Lieutenant. Date of com-mission, 7th September, 1904.

Masterton Rifle Volunteers.

David Alexander Morton to be Lieutenant. Date of com-mission, 7th September, 1904.

Reefton Rifle Volunteers.

Peter Henry Wood to be Captain. Date of commission, 7th September, 1904.

Ashhurst Rifle Volunteers.

Alfred Warden Trass to be Lieutenant. Date of commission, 7th September, 1904. ALBERT PITT.

For Minister of Defence.

Defence Office

Wellington, 15th November, 1904. HIS Excellency the Governor has been pleased to ac-cept the resignation of the commission held by

Captain Robert McNAB, Murihiku Mounted Rifle Ŷolunteers,

and to approve that his name be placed on the Active List, New Zealand Volunteers, with rank of Captain, and with effect from 30th September, 1904.

ALBERT PITT. For Minister of Defence.

Volunteer Officer resigned and posted to Retired List, New Zealand Volunteers, with Step in Rank.

Defence Office,

Wellington, 15th November, 1904. IS Excellency the Governor has been pleased to ac-cept the resignation of the commission of the commis cept the resignation of the commission held by

Lieutenant-Colonel JOHN ELLIS, V.D., 4th Battalion Wellington (Taranaki) Rifle Volunteers,

and to approve that he be posted to the Retired List, with rank of Colonel, and with effect from 25th October, 1904.

ALBERT PITT, For Minister of Defence.

Appointment of Additional Member of the Auckland Local Military Examination Board.

Defence Office, Wellington, 15th November, 1904. IS Excellency the Governor has been pleased to approve of the appointment of Major Wurth America

Major WILLIAM ATHERTON BENNETT, 4th Battalion Auckland Mounted Rifle Volunteers,

an additional member of the Auckland Local Board of Military Examination, and with effect from 27th October 1904.

ALBERT PITT, For Minister of Defence.

Retirement of Member of Wellington District Local Military Examination Board.

Defence Office.

Wellington, 15th November, 1904. H IS Excellency the Governor has been pleased to approve of the retirement of prove of the retirement of

Lieutenant-Colonel JOHN ELLIS, V.D., Retired List, as a member of the Local Board of Military Examination (Wellington District), and with effect from 29th October, 1904.

ALBERT PITT. For Minister of Defence.

Award of the Colonial Auxiliary Forces Officers' Decoration.

Defence Office, Wellington, 15th November, 1904. IS Excellency the Governor has been pleased to ap-prove of the award of the Colonial Auxiliary Forces Officers' Decoration to

Captain ALFRED MARTYN BARRIBALL, Waiuku Mounted Rifle Volunteers,

he having a total rank and commissioned service to 29th February, 1904, entitling him thereto of twenty-one years eleven months and sixteen days.

ALBERT PITT. For Minister of Defence.

Award of the Colonial Auxiliary Forces Long-service Medal.

Defence Office,

Wellington, 15th November, 1904. IS Excellency the Governor has been pleased to ap-prove of the award of the Colorial A set to approve of the award of the Colonial Auxiliary Forces Long-service Medal to

Captain ALFRED MARTYN BARRIBALL, Waiuku Mounted Rifle Volunteers,

having a total service to 29th February, 1904, en titling him thereto of twenty-seven years four months and twelve days. ALBERT PITT.

For Minister of Defence.

Members of Court of Arbitration appointed.

Department of Labour,

Wellington, 23rd November, 1904. weiington, 23rd November, 1904. N the recommendation of industrial unions of employers His Excellence the Communication His Excellency the Governor has appointed

SAMUEL BROWN (of Wellington) Member, and JAMES MITCHELL ELLIS GARROW (of Dunedin) Acting

Member, of the Court of Arbitration.

On the recommendation of industrial unions of workers His Excellency the Governor has appointed

ROBERT SLATER (of Dunedin) Member, and

JAMES ASKEW Scorr (of Dunedin) Acting Member, of the Court of Arbitration.

Appointments dating from 22nd November, 1904. R. J. SEDDON,

Minister of Labour.

Rate of Interest allowed on Deposits in the Post-Office Savings-Bank.

The Treasury

The Treasury, Wellington, 24th November, 1904. Notice is hereby given that I have determined that, after the 1st day of December proximo, interest will be allowed on every complete pound deposited in the Post-Office Savings-Bank at the rate of $3\frac{1}{2}$ per centum per annum on sums not exceeding £200, and at the rate of 3 per centum per annum on any balance over £200 : Provided that no in-terest shall be allowed on sums over £500, except as pro-vided by section 76 of "The Post Office Act, 1900." ALBERT PITT. ALBERT PITT

For Colonial Treasurer.

Special Order made by the Omaka Road Board, County of Marlborough, making By-laws.

Colonial Secretary's Office

Wellington, 17th November, 1904. Board, is published in accordance with the provisions "The Road Boards Act, 1882."

J. G. WARD.

BY-LAWS REGULATING HEAVY TRAFFIC.

SPECIAL ORDER of the Omaka Road Board, on the 7th day of November, 1904:-

November, 1904:---In pursuance and exercise of the powers vested in it by "The Counties Act, 1886," "The Road Boards Act, 1882," and "The Public Works Act, 1894," and the several Acts amending the same respectively, and of every other power enabling it in that behalf, the Omaka Road Board doth hereby, in respect of all roads, bridges, ferries, and fords under the care, control, and management of the said Omaka Road Board, make the following by-laws, which shall come into force upon their being gravetted

Road Board, make the following by-laws, which shall come into force upon their being gazetted. 1. In the construction of these by-laws, the words "heavy traffic" shall mean heavy traffic as defined by section 130 of "The Public Works Act, 1894"; the words "the said Board" shall mean the Omaka Road Board; the words "the said roads" shall mean and include all the roads under the care, control, or management of the Omaka Road Board; the words "the said bridges" shall mean and include all the bridges under the care, control, or management of the Omaka bridges under the care, control, or management of the Omaka Road Board; the words "the said roads, bridges, ferries, and fords" shall mean and include all the roads, bridges, ferries, and fords under the care, control, or management of the Omaka Road Board; the words "the said district" shall mean and include the whole of the district within the jurisdiction of the Omaka Road Board; the word "engine" shall mean any locomotive engine propelled by steam, elec-tricity, petrol, or other power, and designed for use on roads; the word "owner" shall include every person having the use of or any interest (whether permanent or temporary) in any engine.

2. No person shall engage (whether as owner, driver, or otherwise howsoever) in heavy traffic upon or over any road, bridge, ferry, or ford in the said district, other than and except in strict conformity with the provisions of these bylaws

3. Every engine and every vehicle used or engaged in heavy traffic in the said district shall be licensed by the said Board, and no engine or vehicle (other than as aforesaid) shall be so used or engaged except and until the same shall have

so used or engaged except and until the same shall have been duly licensed. 4. Prior to the using or engaging of any engine or vehicle in heavy traffic in the said district, the owner of such engine or vehicle shall—

(a.) Make to the Secretary of the said Board an appli-cation in writing for the issue of a license in re-spect of such engine or vehicle, which applica-

tion shall be in or to the effect of the form marked "A" in the Schedule to this by-law, and shall be signed by the applicant. Such application shall describe the said engine or vehicle, and shall

shall describe the said engine or vehicle, and shall contain the particulars in such application form set forth, or such as are applicable.
(b.) Pay to the said Secretary the prescribed fee for a license of such engine or vehicle.

5. The sum payable as a license fee in respect of every such engine shall be the yearly sum of £10, and in respect of every such vehicle the yearly sum of £10: Provided that if an engine is used solely in connection with the transportation or working of threshing-machines, chaff-cutters, or other machines or mechanical appliances, no such license fee shall 6. The said license shall authorise the owner of the engine

6. The said license shall authorise the owner of the engine or vehicle in respect of which it is granted to engage in the heavy traffic specified in such license, subject to the provi-sions of these by-laws, over all the said roads, bridges, ferries, and fords which shall from time to time during the contin-uance of the said license be passable, and not declared per-manently or temporarily unsafe for, and not closed per-manently or temporarily to, heavy traffic generally, and to the limited extent only prescribed in respect of any of the said roads, bridges, ferries, or fords closed permanently or temporarily to heavy traffic in excess of a specified weight.

said roads, bridges, ferries, or fords closed permanently of temporarily to heavy traffic in excess of a specified weight. 7. Nothing in any such license contained shall operate to prevent the said Board from at any time, and from time to time during the continuance thereof, closing any of the said roads, bridges, ferries, or fords against heavy traffic generally, or heavy traffic in excess of a specified weight; and such license the law descented expressly subject to the license shall be issued and accepted expressly subject to the right of the said Board to so close.

8. In the event of any resolution of the said Board closing a road, bridge, ferry, or ford to heavy traffic generally, or limiting the weight to be carried over any such road, bridge, Imiting the weight to be carried over any such road, bridge, ferry, or ford, a copy of the resolution legibly setting out the terms thereof shall be posted in a conspicuous place at each end of the road or portion of the road affected thereby, or of such bridge, or ford, or ferry, as the case may be, and a copy of such resolution shall be advertised once at least in a newspace circulating in the said distant

a copy of such resolution shall be advertised once at least in a newspaper circulating in the said district. 9. Every license shall be signed by the Secretary of the said Board, and shall be numbered in order; and every license, and short particulars of the matters therein con-tained, shall be registered by the said Secretary in a register-book to be heart for the numbered

book to be kept for that purpose. 10. The owner of the engine or vehicle for which the license shall be granted shall, before using such engine or vehicle in heavy traffic, cause the full name of the owner and the number of the license, in letters and figures (together with the letters O.R.B.) of a minimum length of 2 in., to be legibly painted with good white paint on a black ground on the right-hand side of such engine or vehicle, and shall cause the painting to be maintained, and, if necessary, renewed, during the currency of such license, and within three days after such engine or vehicle shall have ceased to be so licensed when every the currency of such license. such owner shall cause the said painting to be completely effaced and obliterated.

11. In all heavy traffic in which any engine is used the width of the tires of the wheels of vehicles or machines drawn

In the weight of the goods, exclusive of the vehicle of machine, is not more than $2\frac{1}{2}$ tons to each pair of wheels of the vehicle or machine, not less than 5 in. If the weight of the goods, exclusive of the vehicle or machine, is more than $2\frac{1}{2}$ tons and not more than 3 tons to each pair of wheels of the vehicle or machine, not less than 6 in.

not less than 6 in. 12. No vehicle or machine drawn by any engine shall carry more than 6 tons weight (over and above the weight of the vehicle or machine): Provided that on special appli-cation in writing to the Secretary of the Board, and with the approval of the Inspector for the time being of the said Board, permission may be granted to the applicant to carry a greater weight than 6 tons on each one vehicle or machine at any one time. Every such permit shall be in writing under the hand of the Secretary, and shall state the maximum weight (over and above the weight of the vehicle or machine weight (over and above the weight of the vehicle or machine) weight (over and above the weight of the venicle or machine) which may be carried by each such vehicle or machine at any one time, and the period for which such permit is given, and the conditions (if any) on which such extraordinary weight may be carried. And any owner or person carrying in or upon any such vehicle or machine more than such maxi-mum weight, or carrying more than the weight of 6 tong mum weight, or carrying more than the weight of 6 tons without obtaining such permission and fulfilling such con-ditions as aforesaid, shall be guilty of a breach of this bylaw

13. The maximum weight of goods which may be drawn by any engine, exclusive of the weight of the vehicles in which such goods may be carried or transported, shall be 20 tons.

and that the true and correct weight of such vehicle of machine shall have been legibly painted thereon. 15. For the purpose of these by-laws the respective quan-tities hereinafter specified of the respective materials shall be deemed to be 1 ton in weight, that is to say—600 super-ficial feet of timber, or 10 bags of wheat of 4 bushels, or 12 bags of barley of 4 bushels, or 14 bags of oats of 4 bushels, or 12 bags of barley of 4 bushels, or 12 bags of oats of 4 bushels, or or 10 bags of peas of 4 bushels, or 25 sacks of chaff machine-pressed, or 35 sacks of chaff hand-pressed, or 12 sacks of coal, or $6\frac{3}{4}$ bales of wool, or 6 bales of dressed flax, or $\frac{3}{4}$ cord

of firewood, or $\frac{3}{4}$ cord of posts or rails. 16. No more than two vehicles shall be drawn at any one time by any engine over any of the said bridges. 17. The person for the time being in charge of any vehicle,

machine, or engine engaged in heavy traffic shall, whenever required to do so by any officer of the said Board, or by any person authorised for that purpose by the said Board, cause such vehicle, engine, or machine to be stopped, and to remain so stopped for a reasonable and sufficient time to allow such officer or authorised person to inspect and examine such vehicle, engine, or machine, and the load being transported; and the person so in charge shall permit such inspection and examination, and shall not obstruct such officer or authorised person in or about making such inspection or examination, and the person for the time being in charge of any such vehicle, engine, or machine shall, at the verbal request of such officer or authorised person, give such information as to the load being transported, and as to the quantity, weight, size, and measurement of the same, as shall then be required by such

officer or authorised person. 18. The driver or person in charge of any engine shall not propel or cause the same to be propelled along and over any of the said roads, bridges, ferries, or fords unless the en-gine shall be accompanied by at least one other man, whose duty it shall be to keep careful watch both in front of and behind the engine, and any vehicle or machine drawn thereby, for horses and vehicles which may be approaching, and to

for horses and vehicles which may be approaching, and to warn the riders and drivers of such horses and vehicles of the proximity of such engine, and to assist them in passing the engine and its load in safety. [19]. The driver or person in charge of any engine shall, upon being signalled to by the driver or rider of any vehicle or horse, immediately stop such engine ; and if it shall appear that the rider or driver of any horse or vehicle meeting or overtaking such engine shall have any difficulty in passing the same, or shall request assistance, then the driver or per-son in charge of such engine shall forthwith stop the engine, and he and the said man mentioned in the last preceding by-law shall render all possible assistance to such driver or rider. rider.

rider. 20. The whistle of the engine shall not be sounded, nor shall the cylinder-taps be opened, within sight of any per-son riding, driving, leading, or in charge of any horse upon any road, bridge, ferry, or ford; nor shall the steam of any such engine be allowed to attain a pressure exceeding the limit fund by the software and

such engine be allowed to attain a pressure exceeding the limit fixed by the safety-valve. $\searrow 21$. No engine shall be propelled over any of the said bridges at a greater speed than three miles per hour, and no engine shall be propelled along or over any of the roads or fords in the said district at a greater speed than eight miles per hour.

22. While any engine shall be travelling upon or is being propelled over any metalled part of any of the said roads or of the said bridges, no study or other projections shall be attached to or raised above the level of the face of the tires.

23. Before crossing any of the said bridges all stones or other substances which might, if passed over by the engine, injure the woodwork of such bridge shall be removed; and before entering upon such bridge a man shall be stationed at the end farthest from the engine, who shall expose a red flag and warn all persons approaching the bridge that the said engine is approaching the bridge, or is crossing the bridge, as the case may be. And before nearing the corner of a road the person in charge of any engine shall take all neces sary precautions by slowing down or otherwise to insure the

safety of traffic. §24. The person for the time being in charge of an engine shall give or send immediate notice in writing to the road foreman, road inspector, Chairman, or Secretary of the said Board (whichever he can, with reasonable diligence, first communicate with) of all damage or injury which may have communicate with) of all damage or injury which may have been caused by the engine, or any vehicle or machine attached thereto, to any road, fence, gate, bridge, ferry, culvert, ford, watercourse, drain, footpath, or water-table under the care, control, or management of the said Board, and if such damage has rendered any road, bridge, ferry, or ford dangerous for traffic the person in charge of such engine shall in addition, im-mediately upon ascertaining such damage, place such signals as shall be sufficient to warn persons using such road, bridge, ferry, or ford, by day or by night, of the existence of such

14. No person shall use or take part in the use of any damage, and shall maintain such signal and any other signals engine in the transportation of any vehicle or machine unless in such position and for such time as the person to whom and until the true and correct weight of such vehicle or such notice is given, or the Engineer or Secretary of the said Board, shall direct.

25. Nothing herein contained shall relieve any person owning or using any engine, machine, or vehicle engaged in heavy traffic from liability in respect of any injury done to or damage sustained by any of the said roads, bridges, ferries, or fords by reason of such heavy traffic.

26. No engine shall be propelled along or over the fol-lowing road, or part of the road—viz., Redwood Pass Road— unless the engine shall be preceded by a man at a distance of at least one mile, whose duty it shall be to warn the riders and drivers of horses and vehicles of the approach and proximity of such engine.

27. Every person who shall offend against any of the foregoing by-laws shall be liable for every such offence to a penalty not exceeding £5, and in the case of a continuing offence to a further penalty not exceeding £10 for each day during which such offence shall continue.

28. An engine engaged or used in heavy traffic shall be driven so that none of the wheels shall travel in ruts formed on any of the said roads by the wheels of the same or any other engine, and any person committing a breach of this by-law shall for every such offence be liable to a penalty of £1.

Schedule. Form A.

Application for a License for an Engine [Vehicle, Machine] for Heavy Traffic.

To the Secretary, Omaka Road Board.

I, , residing at , do hereby request that a license under by-laws gazetted the day of may be granted for the engine [vehicle, machine] hereunder described, of which I am the owner, for use within the Omaka Road District :-

No. [to be numbered]; horse-power, weight of engine [vehicle, machine], ; maker, . The said engine

I hereby agree to accept the license to be granted subject to, and that I will comply with, the by-laws of the said district, gazetted the day of

Name : Occupation: Address :

.

License authorised. , Secretary.

Form B.

has made application for a license for the WHEREAS WHEREAS has made application for a license for the engine [vehicle, machine] hereinafter described, to be used on the roads, bridges, ferries, and fords within the Omaka Road District, subject to the provisions of by-laws gazetted the day of , for the purposes in such applica-tion set out; and whereas the issue of such license has been duly authorised : Now, therefore, I, by the authority and on behalf of the said Road Board of the said district, do hereby license the ancine [weblick machine] No. [to be numbered] license the engine [vehicle, machine] No. [to be numbered], horse-power, ; maker, ; weight of engine ; weight of engine horse-power, [vehicle, machine], horse-power, ; maker, ; weight of engine [vehicle, machine], , to be used on and over the roads, bridges, ferries, and fords of the said district, for a period of one year from the date hereof and no longer, for the fol-lowing purpose, that is to say , subject to the said lowing purpose, that is to say , subject to the said by-laws and to such other by-laws as may be in force from time to time within the said district. Given under my hand, at , this day of

, 190

, Secretary.

I hereby certify that the foregoing by-laws have been duly made and adopted by special order at a meeting of the Omaka Road Board held on the 7th day of November, 1904, and the common seal of the Board has been affixed hereto in the presence of-

GEORGE HOULDSWORTH, Chairman, Omaka Road Board.

Special Order made by the Council of the County of Oroua.

The Treasury,

Wellington, 18th November, 1904. 'L'HE following special order, made by the Oroua County Council, is published in accordance with the provisions of "The Local Bodies' Loans Act, 1901."

ALBERT PITT,

For Colonial Treasurer.

OROUA COUNTY COUNCIL. Special Order.

Special Order. THAT, in pursuance and exercise of the powers vested in it in that behalf by "The Local Bodies' Loans Act, 1901," the Oroua County Council resolves as follows: That, for the purpose of providing the interest, at 4 per cent. per annum, and other charges on a loan of £5,450, authorised to be raised by the Oroua County Council under the above-mentioned Act, for the purpose of providing for the con-struction of works set forth in the proposal giving notice of the intention to raise such loan, advertised in the Manawatu Standard on the 19th and 26th August, and 2nd and 9th September, 1904, the said Oroua County Council hereby makes and levies a special rate of $\frac{3}{3}$ 2. in the pound upon the rateable value of all rateable properties comprising the whole of the Hiwinui and Otangaki Ridings in the Oroua County, excepting thereout the following properties, which are paying a special rate for the Valley Road Diversion, and the whole of the properties on the eastern side of the Pohangina and Manawatu Rivers—Section 52, part Secand the whole of the properties on the eastern side of the Pohangina and Manawatu Rivers—Section 52, part Sec-tion 53 (266 acres 2 roods 12 perches), part Section 54 (91 acres), Block XII., Oroua Survey District; Sections 14, 13, 12, 11, 10, Block XVI., Oroua Survey District; Sections 14, 13, 12, 11, 10, Block XVI., Oroua Survey District; Sections 13, 8, 7, 18, 17, 16, 15, part Manchester Block, Subdivision K, Block XIII., Pohangina Survey District; Sections 13, 14, part Manchester Block, Subdivision D, Block XII., Pohangina Survey District; Sections 10, Block XII., Gorge Survey District; Sections 49, 50, Motuere Native Reserve; Manchester Z, Sections 1 to 24, 26 to 34, 43 to 47, Block III., Gorge Survey District—to be called "No. 21 Special-rating District": and that such special rate shall be an annual-recurring rate during the currency of such loan, to be payable at the Council's office, Feilding, half-yearly on the 1st days of April and October in each and every year during the currency of such loan, being a period of forty-one years, or until the loan is fully paid off. I hereby certify that the foregoing special order was duly

I hereby certify that the foregoing special order was duly made in accordance with the provisions of "The Counties Act, 1886," and its amendments.

C. BRAY. Clerk to Oroua County Council.

Feilding, 14th November, 1904.

Special Order made by the Pelorus Road Board, County of Marlborough.

Colonial Secretary's Office, Wellington, 19th November, 1904. THE following special order, made by the Pelorus Road Board, is published in accordance with the pro-visions of "The Road Boards Act, 1882."

J. G. WARD.

PELORUS ROAD BOARD.

SPECIAL ORDER made by the Pelorus Road Board on the 1st November, 1904 :---

Resolved, That a special order be now made declaring gorse and broom within the Pelorus Road District to be noxious weeds under the Second Schedule of "The Noxious Weeds Act. 1900."

I hereby certify that the above special order has been duly made in accordance with "The Road Boards Act, 1882."

W. K. MATTHEWS Havelock, Marlborough, 12th November, 1904. Clerk.

Special Order made by the Council of the Borough of Thames.

The Treasury

Wellington, 21st November, 1904. THE following special order, made by the Thames Borough Council, is published in accordance with the pro-visions of "The Local Bodies' Loans Act, 1901."

R. J. SEDDON,

Colonial Treasurer.

THAMES BOROUGH COUNCIL.

It is hereby publicly notified that the Council of the Borough of Thames, by way of special order, adopted the following resolution at a special meeting of the Council held on the 10th day of November, 1904 :--

Special Order making Special Rate.

In pursuance and exercise of the powers vested in it in that behalf by "The Local Bodies' Loans Act, 1901," the Thames Borough Council hereby resolves as follows: That, for the purpose of providing the interest and other charges

on a loan of $\pounds 1,200$, authorised to be raised by the Thames Borough Council under the above-mentioned Act for the construction of public swimming-baths, the said Thames Borough Council hereby makes and levies a special rate of 1d. in the pound upon the rateable value of all rateable pro-Id. In the pound upon the rateable value of all rateable pro-perty within the boundaries of the Borough of Thames; and that such special rate shall be an annually recurring rate during the currency of such loan, and be payable half-yearly on the 1st day of January and the 1st day of July in each and every year during the currency of such loan, being a period of twenty-one years, or until the loan is fully paid off.

And it was further resolved that a special meeting of the said Council be held on Monday, 12th December, 1904, to confirm or otherwise deal with the aforesaid resolution.

Albert Bruce, Town Clerk.

Result of Poll for Proposed Loan.

The Treasury, Wellington, 21st November, 1904. THE following notice, received from the Mayor of the Borough of Thames, is published in accordance with the provisions of "The Local Bodies' Loans Act, 1901."

R. J. SEDDON, Colonial Treasurer.

BOROUGH OF THAMES.

Result of Poll for Proposed Loan of £1,200.

Result of Poil for Proposed Loan of £1,200. I, FRANCTS TREMBATH, Mayor of the Borough of Thames, in the Colony of New Zealand, do hereby, pursuant to the pro-visions of section 13 of "The Local Bodies' Loans Act, 1901," give notice that on the 10th day of November, 1904, a poll was taken under the provisions of the said Act on a proposal of the Council of the said borough to borrow a sum of £1,200 by way of a special loan, a copy of the notice in respect of which is next hereinafter set out, and that on the taking of the said poll 154 electors voted for the said proposal and 36 against it; informal, 1; and that accordingly the said proposal, and the resolution in favour thereof, has the said proposal, and the resolution in favour thereof, has been carried.

FRANCIS TREMBATH,

Mayor.

Α.

BOROUGH OF THAMES.

Proposed Special Loan of £1,200.

Under and by virtue of the provisions of "The Municipal Corporations Act, 1900," "The Local Bodies' Loans Act, 1901," the Thames Borough Council proposes to borrow, by way of special loan, the sum of £1,200, at a rate of interest not exceeding 5 per cent. per annum, to be repayable at the expiration of a term of twenty one years computed from the expiration of a term of twenty-one years computed from the lst day of December, 1904, for the following purpose: The construction of public swimming-baths, together with all buildings, water-pipes, and appurtenances in connection therewith.

The Council proposes to pledge a special rate of 1d. in the pound on the rateable value (on the basis of the annual rent value) of all rateable property within the Borough of Thames as security for the said loan, and the payment of interest and sinking fund thereon. It is also proposed to pay out of the loan the cost of raising the loan, and interest for the first year is to be paid out of the said loan.

This is the exhibit marked "A " mentioned in the decla-This is the exhibit marked "A " mentioned in the declaration of F. Trembath, taken before me this day.-Albert Bruce, Justice of the Peace.

DECLARATION OF MAYOR.

I, Francis Trembath, Mayor of the Borough of Thames, in the Colony of New Zealand, do solemnly and sincerely declare as follows :--

declare as follows:— (1.) That all the proceedings required by "The Local Bodies' Loans Act, 1901," in or towards obtaining the sanc-tion of the ratepayers of the Borough of Thames to a pro-posal of the Council of the said borough to borrow the sum of $\pounds1,200$ by way of special loan under the provisions of the said Act, which proposal is set out in the copy of an adver-tisement which has appeared in the Thames *Evening Star*, hereunto annexed and marked with the letter "A," have heen duly taken. been duly taken.

(2.) That upon a poll of the said ratepayers taken on the said proposal on the 10th day of November, 1904, the said proposal was duly carried within the meaning of "The Local Bodies' Loans Act, 1901."

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of an Act of the General Assembly of New Zealand intituled "The Justices of the Peace Act, 1882."

FRANCIS TREMBATH

Mayor of Thames.

Declared at Thames, this 12th day of November, 1904, before me—Albert Bruce, a Justice of the Peace in and for the Colony of New Zealand.

Notice to Mariners No. 79 of 1904.

OTAGO HARBOUR .- ENTRANCE CHANNEL SOUTH OF HARRINGTON POINT.

Marine Department, Wellington, N.Z., 16th November, 1904. THE Otago Harbour Board has notified that on and after the 1st January, 1905, the black buoys marking the port hand or eastern side of the channel between Har-rington Point and Kaik Jetty will be removed, and in lieu thereof three single pile beacons, painted black, will be placed on the eastern edge of the deep-water channel, in 17 ft. at low water. On the starboard or weater in

On the starboard or western side of the channel the fol-On the starboard or western side of the channel the fol-lowing additions and alterations to the marking of the channel will be made: A red cone starboard-hand buoy, carrying a white light, will be placed on the western edge of the channel, about 80 ft. east by north from No. 1 red beacon. The light at present shown from the No. 1 red beacon will be discontinued.

WM. HALL-JONES.

Notice to Mariners No. 80 of 1904.

Marine Department, Wellington, 21st November, 1904. THE following Notice to Mariners, received from the Portmaster, Brisbane, Queensland, is published for general information.

WM. HALL-JONES

CURTIS CHANNEL. - REPORTED ALTERATION IN SOUNDINGS NORTH OF BREAKSEA SPIT.

NOTICE is hereby given that Captain Sharp, of the cable steamer "Iris," reports considerable alterations in the steamer "Iris," reports considerable alterations in the soundings north from Breaksea Spit, having found much deeper water than shown on the chart, and that the 100 fathom line is further to the westward than shown.

Pending resurvey, masters of vessels are cautioned not to rely on soundings to aid in determining their position when in that locality.

Chart affected, No. 345; "Australia Directory," Vol. ii. JOHN MACKAY, Portmaster. Marine Department, Brisbane,

3rd November, 1904.

Letters of Naturalisation issued.

Colonial Secretary's Office, Wellington, 19th November, 1904. IS Excellency the Governor has been pleased to issue Letters of Naturalisation, under "The Aliens Act, 1880," in favour of the undermentioned persons :-

| Name. | Occupation. | Residence. | | | |
|---|------------------|-------------------------------------|--|--|--|
| William Pierpont Black Joseph Darby | Wood-carver | Devonport, Auckland. Appleby. | | | |
| TT-1 TT | Market-gardener | Auckland. | | | |
| Peter Hunt | | Roxburgh. | | | |
| Anthony Martinovich | Farmer | Riverhead. | | | |
| Marino Pivac | Commission agent | Auckland. | | | |
| Johann Gottlieb Roch | Settler | 37 701 17 | | | |
| Peter Soljan | Gum-digger | Mangawai. | | | |
| John Henry William Sudfeldt | Labourer | Fitzroy, Tara- naki. | | | |
| Marko Surjan | Gum digger | Helensville. | | | |
| Stephen Westerman | Engineer | Southbrook. | | | |
| John Wilson | Boatman | Coromandel. | | | |
| Kuk Yen | Storekeeper | Auckland. | | | |
| | | | | | |

J. G. WARD.

Plants declared to be Noxious Weeds in the Borough of Milton; the Counties of Westland, Grey, Clifton, Waira-rapa South, and Thames; the Pukekohe East, Stoke, Okato, Carrington, Porangahau, and Waikiekie Road Districts; and the Opunake Town District.—Notice No. 916.

Department of Agriculture, Wellington, 23rd November, 1904. T is hereby notified for public information that the I undermentioned local governing bodies have by special order declared the plants enumerated opposite each to be noxious weeds within the meaning of "The Noxious Weeds Act, 1900," in the district under the jurisdiction of each respectively :--

| respectively : | |
|--|--|
| Local Bodies. | Plants. |
| Milton Borough Council I | gorse, wild turnip, and rag- |
| | wort or ragweed. |
| | Ragwort or ragweed. Broom, gorse, and ragwort or |
| | ragweed. |
| Clifton County Council] | Bathurst burr, broom, giant burdock, gorse, hakea, and ragwort or ragweed. |
| Wairarapa South County I Council | Broom, gorse, and ragwort or ragweed. |
| | Bathurst burr, broom, giant burdock, gorse, hakea, and |
| | ragwort or ragweed. |
| Pukekohe East Road Board | Bathurst burr, broom, giant burdock, gorse, hakea, and ragwort or ragweed. |
| Stoke Road Board | Gorse, broom, and fennel. |
| | Gorse, ox-eye daisy, ragwort |
| OKato Roau Board | or ragweed. |
| Carrington Road Board | Bathurst burr. broom. giant |
| | burdock, gorse, hakea, rag- wort or ragweed, wild tur- nip, ox-eye daisy, hemlock, dock, burdock, lupin, penny- |
| | royal, St. John's wort, tutsan, fennel, periwinkle, elderberry, and the follow- |
| | ing thistles: stemless, com- |
| Devengeberg Deed Deeve | mon plume or Scotch, woolly- headed, star, and milk. |
| | Gorse, ragwort or ragweed. Gorse. |
| Opunake Town Board | Bathurst burr, broom, giant |
| opulatio Iona Doula II | burdock, gorse, hakea, rag- |
| | wort or ragweed, hemlock, |
| | wild turnip, ox-eye daisy, lupin, pennyroyal, and milk- |
| | thistle. |
|] Т. | Y. DUNCAN, |
| | Minister for Agriculture. |
| Results of Elections of Tru | stees of Drainage Districts. |
| | ecretary's Office, |
| | ngton, 21st November, 1904. |
| | the elections of Trustees of |
| | ve been received from the |
| Returning Officers, and are pu provisions of "The Land Drai | inage Act. 1904." |
| I | HUGH POLLEN. |
| | Under-Secretary. |
| Sluggigh River Dusinger Di | triat County of Monamat- |
| Sluggish River Drainage Dis William Amon. | sorioo, County of manawatu: |
| James Donald. | |
| George Kendall. | |
| Samuel Macaulay. | |
| Gerald G. Tolhurst. | |

Aorangi Drainage District, County of Manawatu :

George Dear. Joseph A. Gower. Hon. Walter W. Johnston. Arthur S. Manson. Charles E. Tattersall.

By order.

Christmas and New Year Holidays.

Colonial Secretary's Office, Wellington, 23rd November, 1904. T is hereby notified for general information that Monday T the 26th, Tuesday the 27th, and Wednesday the 28th December, 1904, and that Monday the 2nd and Tuesday the 3rd January, 1905, will be observed as holidays in the public offices of the Government of New Zealand.

HUGH POLLEN Under-Secretary.

[No. 94

RETURN of IMMIGRATION to and EMIGRATION from the COLONY of NEW ZEALAND during the MONTH of OCTOBER, 1904, showing the Places from which Persons arrived and to which they departed, and the Ports of Arrival and Departure.

| | | | ARRIVALS. | | | | | DEPARTURES. | | | | |
|--|----|-----|-----------|----------|---------------|--------|-------------|-------------|---------|-----------------|-------|-----------|
| Countries. | |) | Adu | lts. | Child | ren. | Total | Adu | lts. | Child | lren. | Total |
| | | | м. | F. | М. | F. | Persons. | М. | F. | М. | F. | Persons |
| United Kingdom | •• | | 226 | 124 | 26 | 28 | 404 | 27 | 18 | 3 | 1 | 49 |
| Queensland Victoria | •• | | 259 | 176 | | 20 | 478 | 170 | 84 | $\frac{13}{13}$ | | 278 |
| New South Wales Western Australia | •• | | 992 | 482 | 116 | 104 | 1,694 | 663 | 260 | 38 | 25 | 986 |
| South Australia | •• | ••• | | | | •• | | | | •• | •• | |
| Fasmania Fiji | •• | •• | 180 17 | 70 15 | 6 3 | 8 7 | 264 42 | 40 17 | 16 4 | 2 4 | | 58 29 |
| Other British possessions | •• | | 16 | 6 | •• | ! | 22* | 7 | 3 | 2 | 1 | 18† |
| Pacific Islands Other foreign ports | •• | | 13 60 | 5 23 | $\frac{1}{3}$ | 1 3 | 20‡ 89[[| 8 57 | 15 | 7 | 6 | 8§ 85¶ |

ADDIVATE AND DEDADOTEDES FORM AND TO DIVERDENT PLACES

* From Cape Town. § For Tonga.

901

825

.. 1,763

1,538

ARBIVALS AT AND DEPARTURES FROM DIFFERENT NEW ZEALAND PORTS."

178

159

171

189

3,013

2,711

989

774

400

368

69

64

48 Í 1.506

47

1,253

| | | | | 4 | ARRIVAL6 | • | | Departures. | | | | |
|---|----------------------|---------------------|-------------------------------|---------------------------|-------------------------------|----------------------------|--|---------------------------------|-------------------------|----------------------------|---------------------------------|----------------------|
| Ports | • | | Adults. | Children. | Males. | Females. | Total Persons. | Adults. | Children. | Males. | Females. | Total Persons. |
| Kaipara Auckland Wellington Greymouth Lyttelton Invercargill | •• •• •• •• | · · · · · · · | 891 1,092 1 1 679 | 111 180 1 57 | $654 \\ 823 \\ 1 \\ 1 \\ 462$ | 348 449 1 274 | $\begin{array}{c} & \ddots \\ 1,002 \\ 1,272 \\ 1 \\ 2 \\ 736 \end{array}$ | 8 462 612 1 311 | 2 43 47 25 | 2 370 460 226 | 3 135 199 1 110 | 5 505 659 1 |
| Totals, Octob Totals, Octob | • | •• | 2,664 | 349 348 | 1,941 | 1,072 | 3,013 | 1,389 1,142 | 117 | 1,058 838 | 448 | 1,506 |

CHINESE.-Arrivals-At Auckland, 14; Wellington, 19. Departures-From Wellington, 9.

* It is important to mention that, in the returns from which this table is made up, immigrants to the colony are all counted at the first port of arrival, and emigrants at the final port of departure. E. J. VON DADELSZEN,

Registrar-General's Office

Totals, October, 1904

Totals, October, 1903

Wellington, 23rd November, 1904.

Notice published pursuant to the Provisions of Section 15 of "The Public Trust Office Consolidation Act, 1894."

Public Trust Office,

Wellington, 22nd November, 1904.

NOTICE is hereby given that, no person having taken out administration, the Public Trustee has filed in the office of the Supreme Court at Wellington an election to administer the several intestate estates of the persons deceased whose names, residences, and occupations, so far as known, are hereunder respectively set forth, their gross properties being estimated not to exceed £250 in each case.

William Aikman, late of Pihama, in the Provincial Dis-trict of Taranaki, settler. Filed on the 14th day of November, 1904.

Edward Thomas McNamara, late of Christchurch, in the Edward Thomas McNamara, late of Christchurch, in the Provincial District of Canterbury, draper. Filed on the 14th day of November, 1904. Thomas Coen or Cowen, late of Waitahuna, in the Pro-vincial District of Otago, labourer. Filed on the 14th day

of November, 1904.

Frank Carey Bates, late of Waikaia, in the Provincial District of Otago, engineer. Filed on the 14th day of November, 1904.
 George Danby Leng, late of Rotherham, in the Provincial

District of Nelson, contractor. Filed on the 21st day of November, 1904. William Grant, late of Patea, in the Provincial District

of Taranaki, labourer. Filed on the 21st day of November, 1904.

Thomas Ainsworth, late of Birchfield, in the Provincial District of Nelson, miner. Filed on the 21st day of November, 1904.

William Delamore, late of Thames, in the Provincial District of Auckland, miner. Filed on the 21st day of November, 1904.

J. W. POYNTON, Public Trustee.

Registrar-General.

Examination for Dredgemasters' Certificates.

Mines Department. Wellington, 17th October, 1904.

Wellington, 17th October, 1904. A N examination of candidates for certificates as dredge-masters, under "The Mining Act Amendment Act, 1901," will be held on Tuesday, the 31st January, 1905, at Greymouth and Dunedin. All applications, with necessary certificates. and fee of £1, should be addressed to "The Sec-retary of the Board of Examiners under the Mining Act, Wellington," and must be received before the 21st January, 1905. Forms of application may be obtained from In-spector of Mines, Westport and Dunedin.

T. H. HAMER, Secretary to the Board of Examiners.

[NOTE.--No candidate will be permitted to present himself for examination unless he holds an authority from the Secretary stating that his certificate of service has been accepted by the Board.]

Examination for Mine-managers' and Battery-superintendents' Certificates.

Mines Department, Wellington, 17th October, 1904.

A N examination of candidates for certificates as First-and Second-class Mine-managers and Battery-super-intendents, under "The Mining Act, 1898," and First-and Second-class Mine-managers under "The Coal-mines Act, 1891," will be held on Tuesday, the 24th January, 1905, and following days, at places to be hereafter named. All applications, with necessary certificates, and fee of £1, should be addressed to "The Secretary of the Board of Examiners under the Mining Act [or Coal-mines Act], Wellington," and must be received before the 24th De-cember. Forms of application may be obtained at School of Mines, Thames, Waihi, and Coromandel, also from In-spector of Mines, Thames, Westport, and Dunedin. N examination of candidates for certificates as First-

T. H. HAMER

Secretary to the Board of Examiners.

[NOTE.--No candidate will be permitted to present himself for examination unless he holds an authority from the Secretary stating that his certificate of service has been accepted by the Board.]

Bankruptcy Notices.

THE public are informed that extracts from the New Zealand Gazette, containing all Bankruptcy Notices that appear in each issue, are published weekly, and will be sent post-free to any address on payment of a subscription of 10s. per annum. Single copies, 3d. each. Orders should be addressed and subscriptions made payable to

JOHN MACKAY, Government Printer.

CROWN LANDS NOTICES.

Reserves in the Canterbury Land District for Lease by Public Auction.

District Lands and Survey Office,

Christchurch, 23rd November, 1904. N OTICE is hereby given that the leases of the under-mentioned reserves will be offered for sale by public

auction at the times and places specified hereunder. Leases not disposed of at auction will immediately there-after be open for application at the District Lands and Survey Office, Christohurch, and the local Land Office, Timaru.

SCHEDULE.

CANTERBURY LAND DISTRICT.

| | Reserve. | Block. | Area. | Upset Annual Rental. | Term of Lease. |
|--|----------|--------|-------|-------------------------|-------------------|
|--|----------|--------|-------|-------------------------|-------------------|

To be offered at the District Lands and Survey Office, Christchurch, on Wednesday, 11th January, 1905, at 12 noon.

Mairaki Survey District.

| | | ▲. | R. P. | £ | 3. d. | |
|------|-------------|----|-------|------------------|-------|-----------|
| 1737 | VII. | 50 | 34 | 20 | 60 | 14 years. |
| 1738 | VII. | 50 | 3 35 | 20 | 60 | 14 " |
| 1739 | IV. | 54 | 1 30 | 1 | | 14 |
| 1740 | IV. | 48 | 2 0 | }41 | 2 0 | 14 " |
| 1839 | II. | 77 | 3 10 | $^{\prime}$ 15 1 | 10 | 14 ″ |
| | | | | | • | , |

To be offered at the local Land Office, Timaru, on Friday, 13th January, 1905, at 3 o'clock p.m. Geraldine Survey District.

| Part Reserve 1862 | 77 0 (| | 14 years. |
|------------------------------|------------------------------|--|-----------------|
| 3459 Part Reserve 1816 | ki Survey 4 1 1 63 2 4 | | 7 years 14 " |

Locality and Description of Reserves.

Reserve 1737 is situated about three miles and a half northward from Cust Railway-station, and comprises open в

downs land of fairly good quality, now in pasture. There is some gorse growing on the land. Present occupier, Mr. J. Sail.

Reserve 1738 is situated about three miles northward from Cust Railway station, and comprises fairly good hill-side land, all ploughable, and now in grass. Present oc-cupier, Mr. D. Garrett. Reserves 1739 and 1740 are situated about four miles and a

half north-easterly from Cust Railway-station, and comprise fairly good hill land, all ploughable, and now in grass. Pre-sent occupier, Mr. M. Kennedy. Reserve 1839 is situated about four miles north-westerly

from Cust Railway station, and comprises hilly land of good grazing quality, now in tussock. It is too steep and broken for cultivation. About 30 acres of this reserve has been planted with trees, and it will be a condition of the lease that this portion shall be fenced off by the lessee, and

used for grazing sheep only, no cattle or horses to be allowed into the plantation. Part of Reserve 1862 is situated on the south bank of the Orari River, about one mile and three quarters north-westerly from Orari Railway-station, and comprises open Westerly from Orari Kallway-station, and comprises open level land of fair quality, most of which is in tussock pas-ture; a small portion has been cropped with turnips. Pre-sent occupier, Mr. T. Bates. Reserve 3459 is situated at the south-eastern corner of the Morven Township, opposite the school. Present oc-cupier, Mr. P. A. Henderson. Part of Reserve 1816 is situated on the eastern side of the Main South Line of main an object two miles another and from

Main South Line of railway, about two miles southward from Morven Railway station. The whole of it consists of open level land, about half of which is of light stony character, and the remainder is of good quality.

TERMS AND CONDITIONS OF LEASE.

. The purchaser of the lease shall, immediately upon the fall of the hammer, or with his application for the lease, deposit an amount equal to six months' rent at the rate offered, together with $\pounds 1$ ls. lease fee.

onered, together with ±1 ls. lease fee.
2. Possession will be given on the 1st January, 1905, or on the day of approval of application by the Land Board.
3. The leases will be for the terms stated above.
4. The Commissioner of Crown Lands may at any time resume possession of the land comprised in the lease, or any portion thereof, by giving to the lesse twelve months' notice in writing of his intention so to do.
5. The lease shall have no claim against the Crown for the state of the comprised to the lesse the terms of the terms of the lesse the terms of the terms the terms of the terms terms of the terms term of the terms term of the terms of terms of terms of the terms of terms of terms of the terms of terms of the terms of terms

5. The lessee shall have no claim against the Crown for compensation either for any improvements that may be placed upon the land, or on account of the aforesaid resumption, or for any other cause: Provided, however, that if at the expiration of the term the land shall be again offered for lease, then such lease shall be weighted with valuation for any fencing then on the land which has been erected by the outgoing lessee during the term of his lease, and such valua-tion shall be paid by the then incoming tenant before being admitted to possession of the land.

admitted to possession of the land. 6. The lessee shall have no right to sublet, transfer, or otherwise dispose of the whole or any portion of the land comprised in the lease, except with the written consent of the Commissioner of Crown Lands first had and obtained. 7. The land shall be used for grazing purposes only, and shall not be broken up or cropped without the written consent of the Commissioner of Crown Lands first had and obtained.

obtained.

8. The lessee shall destroy all rabbits on the land, and shall prevent their increase or spread, to the satisfaction of the Commissioner of Crown Lands.

9. The lesses shall prevent the growth and spread of gorse, broom, and sweetbriar on the land comprised in the lease, and he shall with all reasonable despatch remove or cause to be removed all gorse, sweetbriar, broom, or other noxious weeds or plants as may be directed by the Commissioner of Crown Lands.

10. The lessee shall once a year during the said term, and at the proper season of the year, properly cut and trim all live fences now on the demised land, or which may be

11. The rent shall be payable half-yearly in advance, free from all deductions whatsoever.

12. The lease shall be liable to forfeiture in case the lessee shall fail to fulfil any of the conditions of the said lease within sixty days after the date on which the same ought to be fulfilled.

13. The lease of Reserve 1839 will contain a provision that the lessee shall forthwith fence off the portion of the reserve which has been planted with trees, and that this portion shall be used for grazing sheep only, and no cattle or horses shall be allowed into the plantation.

THOS. HUMPHRIES. Commissioner of Crown Lands,

Land in Linton Settlement, Wellington Land District, open for Selection on Lease in Perpetuity.

Department of Lands and Survey,

Vellington, 15th November, 1904. VOTICE is hereby given that the undermentioned land will be open for selection on lease in perpetuity, at this office, on Wednesday, the 28th December, 1904, under the provisions of "The Land for Settlements Con-solidation Act, 1900," and amendments.

If more than one application is received for the section on the same day, the order of selection shall be decided by ballot.

SCHEDULE.

Wellington Land District. — Oroua County. — Rangitoto Survey District. — Linton Settlement.

Dairy Farm.

| Section. | Block. | Half-yearly Rent. | | | | |
|----------|--------|----------------------|---|--|--|--|
| 42 | VIII. | A. R. P. 150 0 39 | $ \begin{array}{cccccccccccccccccccccccccccccccccccc$ | | | |

* Interest and sinking fund on buildings, valued at £470, repay-able in fourteen years by half-yearly instalments of £23 14s. 9d. ; total half-yearly pays ent, £70 13s 9d.

Weighted with £9, valuation for improvements.

Weighted with £9, valuation for improvements. Locality and Description of Section. — This section is situated in the Linton Settlement, in what is known as the "Manchester Block," Orous County, and the access thereto is from Halcombe Railway-station, which is about three miles distant by Gillett's Line, along a formed and metalled road. The land is partly flat and partly undulating; the elevation varies from 320 ft. to 420 ft. above sea-level. The soil is of very good quality on the flat, and good on the undu-lating portion, resting on stiff clay and shingle formation. The forest is about 64 acres in extent, and comprises tawa, titoki, kahikatea, matai, miro, ramarama, hinau, cabbage-trees, with usual undergrowth. The section is watered by a stream (that may run dry in summer) and by a dam. The improvements which are included in the price of the land are as follows—viz., half value of 44 chains of fence on southern boundary, 10 chains of fence on eastern bound-ary, half value of 314 chains of fence on northern boundary, half value of 40 chains of fence on western boundary, 1804 chains of live, stab, and wire subdivisional fences, and 90 acres near the state of the section is distored and set on boundary and by a comparte distorm and the fores is about for a sub the section is of section acres and 90 acres of live, stab, and wire subdivisional fences, and 90 acres

value of 40 chains of fence on western boundary, 1804 chains of live, stab, and wire subdivisional fences, and 90 acres ploughed and sown in grass; also two concrete cisterns and force-pumps, and paved yard, three orchards, gardens, shelter and ornamental planting, sheepyards, plough-drains, metalled roads, and existing main road to homestead. The improvements which are not included in the price of the land, and which must be paid for by the tenant comprise the

homestead dwelling (containing twelve rooms), old woolshed, implement - shed and granaries, harness-room, combined dairy and storeroom, loose-box, buggy-shed, combined shed and wash-house with brick chimney, &c., the whole valued at £470, repayable in fourteen years by half-yearly instal-ments of £23 14s. 9d.

JOHN STRAUCHON, Commissioner of Crown Lands

Reserves in Nelson Land District for Lease by Public Auction.

District Lands and Survey Office

Nelson, 31st October, 1904. Nelson, 31st October, 1904. Nelson, 31st October, 1904. Serves will be offered for lease by public auction, at this office, at noon on Thursday, 15th December, 1904, under the provisions of "The Public Reserves Act, 1881."

In the event of the reserves not being disposed of at auction they will remain open thereafter for lease on application at the upset annual rentals stated.

| SCH | EDULE. |
|-----|--------|
|-----|--------|

| NELSON LAND DISTRICT. | | | | | | | | | | |
|-----------------------|-----------------------------|-----|-------------|---|---|-------------------|----|----------------|-------|--|
| Section. | District. | A | rea. | | Α | Jps nni enț | al | Term Lease. | | |
| | | Α. | R. F | . | £ | 8. | d. | | | |
| 29 | The Port, City of Nelson | 1 | в. в 0 (|) | 1 | 0 | 0 | 14 | years | |
| *19 and 88, Sq. 8 | | 107 | 3-3(|) | 3 | 0 | 0 | 14 | " | |

*Weighted with £10, valuation for improvements, consist-ing of hut and fencing.

Section 19, nearly all flat, good land. Section 88, all hill; rocky in places; limestone formation; mixed timber; dis-tant about fourteen miles from the Port of Waitapu.

TERMS AND CONDITIONS OF LEASE.

1. The purchaser of the lease shall, upon the fall of the hammer, deposit an amount equal to six months' rent at the

hammer, deposit an amount equal to six months' rent at the rate offered, together with the value of improvements and £1 1s. lease fee.
2. Possession will be given on the day of sale.
3. The leases will be for the term stated above.
4. The Commissioner of Crown Lands may at any time resume possession of the land comprised in the lease, or any portion thereof, by giving the lease twelve months' notice in writing of his intention so to do.
5. The lease shall have no right to compensation either

5. The lesses shall have no right to compensation either for any improvements that may be placed upon the land or on account of the aforesaid resumption, or for any other cause

6. The lessee shall have no right to sublet, transfer, or o. The lessee shall have no right to subjet, transfer, or otherwise dispose of the whole or any portion of the land comprised in the lease, except with the written consent of the Commissioner of Crown Lands first had and obtained. 7. The lessee shall destroy all rabbits on the land, and shall prevent their increase or spread, to the satisfaction of the Commissioner of Crown Lands

the Commissioner of Crown Lands.

8. The lessee shall prevent the growth and spread of gorse, broom, and sweetbriar on the land comprised in the lease; and he shall with all reasonable despatch remove, or cause to be removed, all gorse, broom, sweetbriar, or other noxious weeds or plants, as may be directed by the Com-missioner of Crown Lands.

 9. The rent shall be payable half-yearly in advance, free from all deductions whatsoever.
 10. The lease shall be liable to forfeiture in case the lessee shall fail to fulfil any of the conditions of the said lease within sixty days after the date on which the same ought to be fulfilled lease within SIXTY Gays and ought to be fulfilled. Full particulars and sale plans can be obtained at this office, and at the post-offices throughout the district. W. G. MURRAY, Commissioner of Crown Lands.

Pastoral Runs in Otago Land District for Lease by Public Auction.

District Lands and Survey Office, Dunedin, 10th October, 1904. OTICE is hereby given that the undermentioned pas-toral runs will be offered for lease by public auction at this office on Tuesday, the 29th November, 1904, for a term of fourteen years, at the upset annual rentals stated, under the provisions of Part VI. of "The Land Act, 1892."

SCHEDULE.

OTAGO LAND DISTRICT.

SECTIONS 12, 13, 14, 15, and 16, Block V., Lower Wanaka District, Vincent County: Area, 2,798 acres 3 roods 15 perches; upset annual rental, £11 13s. 3d.; valuation for improvements, £14 4s. The improvements consist of half of 49 chains of fencing on the north-east boundary of

balf of 49 chains of fencing on the north-east boundary of Section 13, at 6s. per chain, £7 7s.; half of 13 chains of fencing between Sections 8 and 13, at 4s. per chain, £1 6s.; 37 chains of fencing between Sections 8 and 13, at 3s. per chain, £5 11s. This run is situated on the shores of Lake Wanaka, from two to four miles from Albert Town. Sections 6, 7, 9, 10, 11, road and bridge reserves, Block XI., Mount Hyde District, and Sections 3, 4, and 6 Block XVI., Maungatua District, Taieri County: Area, 1,942 acres 3 roods; upset annual rental, £10. These sec-tions form a peninsula bounded on the east and partly on the south side by Lee Stream. The land generally is rough and broken. Very little fencing is required, as the Taieri River and Lee Stream form good natural boundaries on three sides. Situated about six miles from Outram. three sides. Situated about six miles from Outram.

three sides. Situated about six miles from Outram. Run 261 κ , Maniototo County (Class 1): Area, 1,005 acres; upset annual rental, £12 10s.; valuation for improvements, £14. The improvements consist of 70 chains of fencing on west and north-west boundary at 4s. per chain. This run has a southerly aspect, and being all hill-top is somewhat sour and cold. Situated about five miles from Ida Valley Railway-station.

manway-station. The above runs will be sold generally in accordance with the provisions of Part VI. of "The Land Act, 1892." Possession will be given on day of sale. Purchasers must deposit statutory declaration required by section 62 of "The Land Act, 1892." and pay the first half-year's rent, together with license fee, £1 ls., on fall of the harmon the hammer.

Valuations for improvements must be paid to the Receiver of Land Revenue, Dunedin, before possession will be given. D. BARRON,

Commissioner of Crown Lands.

Lands in Bickerstaffe Settlement, Auckland Land District, open for Selection on Lease in Perpetuity.

District Lands and Survey Office, Auckland, 27th October, 1904. N OTICE is hereby given that the undermentioned lands will be open for selection on lesso in proventitients Norrice is hereby given that the undermentioned lands will be open for selection on lease in perpetuity at this office, on Monday, the 28th day of November, 1904, under the provisions of "The Land for Settlements Con-solidation Act, 1900," and amendments. If more than one application be received for the same allotment on the same day, the order of selection shall be decided by ballot.

SCHEDULE.

Auckland Land District.—Otamatea County.—Matakohe, Otamatea, Hukatere, and Waipu Survey District.

Bickerstaffe Settlement.

| | | - | | | | | | |
|----------------|---------------|--------------|---------|--------------------------------|---------------------|----------------------|---------------|--|
| | | | | | Perpetui per Cen | | | |
| Section. | Block. | Area. | A | Rent per Acre per Annum. | | Half-yearly Rent. | | |
| | GROU | JP ADAIR | Y FARI | vis. | | | | |
| | Mata | kohe Survey | Distr | ict. | | | | |
| | | Subdivision | 1. | | | | | |
| | | A. R. P | • | . d. | £ | s. | d. | |
| 16 and 17 | XVI. | t. | 4 | 9-25) | 28 | 0 | 7 | |
| | ł | Subdivision | 2. | , | (27 | 6 | 7 | |
| 2 and 3 | XVI. | 321 2 0 | 3 | 4·8 | *7 | 6 | 6 | |
| | | Subdivision | 3. | | | | | |
| 5 and 6 | XVI. | 203 0 0 | 5 | 8.1 | {28 †3 | 16 11 | $\frac{0}{3}$ | |
| | i | Subdivision | 4 | (| (]0 | 11 | J | |
| 9 and W. | V 771 | 1 | 1 | 0 | (26 | 7 | 6 | |
| pn. 1 5 | XVI. | 156 2 0 | 6 | 9 | { ‡ 13 | 12 | 9 | |
| 10 3 14 | 57575 | Subdivision | - | 0.0.1 | 00 | 1 1 | H | |
| 13 and 14 | XV1. |) 244 0 0 |) 4 | 8.6 | 28 | 15 | 7 | |
| 10 1.00 | 32377 | Subdivision | | | | | ~ | |
| 18 and 19 | XVI. | 273 2 0 | | 1.5 | 28 | 4 | 2 | |
| 11 3 101 | W 17 T | Subdivision | | 0 1 | 10 | 11 | 0 | |
| 11 and 12 | XVI. | | 1 | 9 | 16 | 11 | 0 | |
| 10 and E. | | Subdivision | 8. | , | (30 | 0 | 10 | |
| pn. 15 | XVI. | 248 2 0 | 4 | 10.8 | {§17 | 3 | 4 | |
| - | Wa | ipu Survey . | Distric | t. | | | | |
| | | Subdivision | | •• | | | | |
| 30 | XII. | 243 0 0 | 5 | 4.5 | 32 | 13 | 1 | |
| | | Subdivision | 10. | | | | | |
| 31 | XII. | 368 0 0 | 4 | 7-2 | 42 | 6 | 5 | |
| | | Subdivision | 11. | | | | | |
| 32 | XII. | 351 0 0 | 3 | 7·2 { | 31 | 11 | 10 | |
| | Otam | atea Survey | Distri | et. | | | | |
| | 0.041 | Subdivision | | | | | | |
| 34 | Ι. | 291 0 0 | | 0 | 29 | 2 | 0 | |
| | | Subdivision | 13. | | | | | |
| 41 | I. | 323 0 0 | 4 | 0 | 32 | 6 | 0 | |
| | | Subdivision | 14. | | | | | |
| 42 | I. | 303 1 0 | 3 | 9.3 | 28 | 12 | 5 | |

* Interest and sinking fund on buildings valued at £145, repay-able in fourteen years by half-yearly instalments of £7 6s. 6d. Total half-yearly, £34 13s. 1d.

† Interest and sinking fund on buildings on Section 5 valued at £55, repayable in ten years by half-yearly instalments of £3 11s. 3d. Total half-yearly, £32 7s. 3d.

Note.—The building on Section 6, Block XVI , valued at $\pounds 8$, must be paid for in cash within six months from the date of selection.

t Interest and sinking fund on buildings valued at £270, repay-able in fourteen years by half-yearly instalments of £13 12s. 9d, Total half-yearly, £40 0s. 3d.

§ Interest and sinking fund on buildings valued at £340, repay-able in fourteen years by half-yearly instalments of £17 3s. 4d. Total half-yearly, £47 12s. 2d.

| | | T 11 1 | | Ľ | Lease in Perpetuity: Rent, 5 per Cent. | | | |
|------------|---|----------------------|-----------------------------|-----------------------|---|----------------------|--|--|
| Section. | | Block. | Area. | · 1 4 | nt per Acre Annum. | Half-yearly Rent. | | |
| | G | ROUP A | DAIRY FA | RMS | continu | ed. | | |
| | | Ht | ikatere Surve | y Distr | ict. | | | |
| | | | Subdivisio | n 15. | | 1. | | |
| 44 | ļ | 1V. | A. R. 212 2 | р. 8 0 (2 | | £ s.d 12 15 (| | |
| | | Ota | amatea Surve | | ict. | | | |
| 45 | ł | I. | Subdivision | | 2 6.3 | 24 3 11 | | |
| 10 | 1 | 1. | Subdivision | | | AT 0 1) | | |
| 46 | ١ | I. | { 249 1 2 | | 2 4.8 | 14 19 8 | | |
| ~ | | | Subdivision | | | | | |
| 57 | ļ | I. | , | 'n | 2 4.8 | 22 5 10 | | |
| 58 | 1 | I. | Subāivision 386 1 | | 2 2.7 | 219 1 (| | |
| | | W | aipu Survey | | t. | | | |
| 35 | ł | XII. | Subdivision | . <i>20.</i> D¦ 4 | 0 | 23 0 0 | | |
| 90 | I | A11. | ' | - 1 | . 0 | 23 0 0 | | |
| 49 | ł | XII. | Subdivision | ≥ <i>21.</i> 0 4 | 9 | 21 19 5 | | |
| | | | Subdivision | 22. | | | | |
| 36 | l | XII. | 282 3 | 0 5 | 4.2 | 37 16 5 | | |
| | | | Subdivisior | | | | | |
| 37 | I | XII. | 241 0 | 0 5 | 6.6 | 33 8 10 | | |
| | | Ota | matea Survey Subdivision | | ict. | | | |
| 39 | ł | I. | | •,∞±.) 5 | i 10•5 | 48 5 0 | | |
| | ſ | | Subdivision | • | | | | |
| 40 | I | I. | |) (t | i 4·2∣ | 37 1 8 | | |
| | | Grou | p BOrdina | RY FA | RMS. | | | |
| | | Ota | matea Surve | y Distr | ict. | | | |
| | | | Subdivision | 26. | | | | |
| 5 6 | 1 | Ι. | • |) 4 | 2.1 | 34 2 8 | | |
| | | - | Subdivision | | | | | |
| 53 | ł | I. | 257 0 0 | | | 26 19 9 | | |
| | | W | aipu Survey | | t. | | | |
| 50 | ı | VII | Subdivision | | 10.0 | 00 9 0 | | |
| 52 | l | XII. | 272 0 | | 10.3 | 26 3 8 | | |
| 51 | 1 | XII. | Subdivision | ı <i>29</i> . D∣ 1 | o ' | 99 10 1 | | |
| 51 | | A11. | 041 2 1 | 1 | 9 | 23 19 1 | | |

Land in Wellington Land. District for Sale under Section 117 of "The Land Act, 1892."

Department of Lands and Survey

Wellington, 17th October, 1904. N OTICE is hereby given, in pursuance of section 240 of "The Land Act, 1892," that the undermentioned Crown land will be offered to the holder of adjoining land, under section 117 of "The Land Act, 1892," on and after Wednesday, the 18th day of January, 1905.

SCHEDULE.

WELLINGTON LAND DISTRICT.

SECTION No. 48, Block IX., Ongo Survey District: Area $2\frac{1}{4}$ acres.

JOHN STRAUCHON, Commissioner of Crown Lands.

96

IX.

Pastoral Run in Mariborough Land District for Lease by Public Auction.

District Lands and Survey Office, Blenheim, 17th October, 1904.

Bienneim, 17th October, 1904. N OTICE is hereby given that the undermentioned pass toral run will be offered for lease by public auction, at this office, on Wednesday, the 14th day of December, 1904, under the provisions of Part VI. of "The Land Act, 1892."

SCHEDULE.

MARLBOROUGH LAND DISTRICT. - MARLBOROUGH COUNTY. -ONAMALUTU SURVEY DISTRICT.

Run No. 56: Area, 550 acres; term, twenty-one years; upset annual rental, £5. Description of run: Altitude, 200 ft. to 1,400 ft. above sea-level. 100 acres birch bush, remainder open, covered with fern, scrub, and grass; 16 acres grassed; 11 acres burnt bush, grassed; 27 acres flat, balance broken country; well watered. Situated about fifteen miles from Blenheim.

HENRY TRENT, Commissioner of Crown Lands.

Lands in Matamata Settlement, Auckland Land District, open for Selection on Lease in Perpetuity.

District Lands and Survey Office Auckland, 31st October, 1904

N OTICE is hereby given that the undermentioned lands will be open for selection on lease in perpetuity, at this office, on Thursday, the 22nd day of December, 1904, under the provisions of "The Land for Settlements Consolidation Act, 1900," and amendments.

If more than one application is received for the same sec-tion on the same day, the order of selection shall be decided by ballot.

SCHEDULE.

AUCKLAND LAND DISTRICT .- PIAKO COUNTY .- TAPAPA SURVEY DISTRICT.

Matamata Settlement.

| Section. | Block. | Aree. | Lease in Pe Rent, 5 pe | |
|----------|--------|-------|-----------------------------|----------------------|
| | | A104. | Rent per Acre per Annum. | Half-yearly Rent. |
| | | | | |

£ s.d. | 26 9 7 A. R. P. | 156 3 25 | s.d. 69 II. Agricultural and pastoral land of a light loamy nature, nearly all ploughable. Practically the whole area is in shelter for stock. The section is quite level, and some 210 ft. above sea-level. Wells will have to be sunk to obtain water. The section is fenced on three sides, one of which will have to be moved 1 chain further south west, so as to be on the new road-line. Distant about half a mile from Matamata Railway station. The improvements, which are included in the price of the land, consist of 74 chains of road fencing, value ± 30 8s.; half-share in 33 chains of fencing between Sections 1 and 2, value ± 85 5s.: total value, ± 38 13s. (The road on southern boundary is 1 chain off the true line, but the selector can move the fence towards the road at his convenience.)

II. | 21 18 5 13 194 8 15 4 6 Agricultural and pastoral land of good light loamy nature. All level, with altitude of about 210 ft. About 125 acress fallow after rape, 40 acres cleared and surface-sown, and balance in manuka and scrub. There are a good number of drains on the section, which the tenant must keep open. Distant half a mile from Matamata Railway-station. Water may be obtained by sinking wells. The improvement may be obtained by sinking wells. The improvements, which are included in the price of the land, consist of half-share in 70 chains of fencing on south boundary; value, $\pounds 17$ 10s.

138 | IX. 430 0 0 1 10.5 | 20 3 2

Pastoral land of light loamy nature, of ultimate good value, and largely ploughable. Undulating to flat, with altitude of about 280f t. About 150 acres in grass; balance manuka and scrub i ncluding about 45 acres of swamp capable of being drained. Section watered on south-east corner. No fercing on this section. Distance from Hinuera Railway station about two miles and a half.

| Section. | Block. | Area. | Lease in Pe Rent, 5 pe | erpetuity: er Cent. |
|----------|--------|----------|-----------------------------|------------------------|
| | DIGGE. | A168. | Rent per Acre per Annum. | Half-yearly Rent. |
| | | A. R. P. | s. d. | £ s. d. |

| 10 3 11 | 233 0 0 | 19 Agricultural and pastoral land of a light loamy nature; all ploughable. Section quite level, with altitude of about 250 ft. The whole area is in grass, rather worn out. The section is ring-fenced. The fence along the Mangawhara section is ring-fenced. The fence along the Mangawhara Stream is not on the true boundary, being a give-and-take one, and the selector will have to make arrangements with the adjoining holder for the retention of the fence or its removal to the true boundary. The Mangawhara Stream dries up at times, and therefore water must be obtained by sinking wells. Distant half a mile from Matamata Railway-station. The improvements, which are included in the price of the land, are half-share in 140 chains boundary. fence, value £35; the whole of 118 chains fencing on road-boundary, value £59: total, £94. (The value of this section has been fixed at a low figure on account of the amount of Canadian thistle scattered over it.) JAMES MACKENZIE.

JAMES MACKENZIE, Commissioner of Crown Lands.

Pastoral Runs in Otago Land District for Lease by Public Auction.

District Lands and Survey Office,

District Lands and Survey Office, Dunedin, 7th November, 1904. NOTICE is hereby given that the undermentioned pastoral runs will be offered for lease by public auction, at this office, on Tuesday, the 20th day of Decem-ber, 1904, at 11 o'clock a.m., under the provisions of Part VI. of "The Land Act, 1892," for the terms and at the upset annual rentals stated annual rentals stated.

SCHEDULE.

OTAGO LAND DISTRICT.

Pastoral Runs under Part VI. of "The Land Act, 1892."

RUN No. 226 and Section 86, Block I., St. Bathan's Disyears; upset annual rental, £50 4s. 8d.; valuation for im-provements, £127 12s.

provements, £127 12s. Description and Locality of Run: Run 226 consists of open broken pastoral land, with fair soil of a gravelly nature. Access by good road, half of which is unformed. Situated about three miles and a half from St. Bathan's Post-office and school. Altitude, 1,800 ft. to 5,000 ft. Improvements: Half value of 276 chains of fencing on west and north-west boundaries, at 4s. per chain, £27 12s. Section 86 is open level and undulating land, 50 acres of frontage being good land. Situated about two miles from St. Bathan's. Im-provements consist of woolshed, sheen-vards, and din valued

Ind. Situated about two miles from St. Bathan's. Improvements consist of woolshed, sheep-yards, and dip, valued at £100. Total valuation for improvements, £127 12s.
Run No. 226r and Section 92, Block I., St. Bathan's District, Maniototo County: Area, 3,466 acres 3 roods 27 perches; term, fourteen years; upset annual rental, £28 17s. 10d.; valuation for improvements, £84.
Description and Locality of Run: Run No. 226r is similar to Run No. 226.

to Run No. 226. Improvements: Half value of 346 chains of fencing on west boundary, at 4s. per chain, £34 12s.; half value of 44 chains of fencing on south-west boundary, half value of 44 chains of fencing on south-west boundary, at 6s. 6d. per chain, £7 3s. Section 92 is open level gravely land with good soil; has been ploughed. About one mile and three-quarters from St. Bathan's. Altitude, 1,800 ft. Improvements: 60 chains of fencing along main road, at 6s. per chain, £18; 82 chains along Dunstan Creek, at 5s. per chain, £20 10s.; 15 chains on west boundary, at 5e. per chain, £3 15s. Total valuation for improvements, £84. Runs Nos. 337 and 3374 (grouped), Lake County (Class 1): Area, 48,940 acres; term, twenty-one years; upset annual rental, £5. Locality of Bun: Situated on the shores of Lake Wanaka

Locality of Run: Situated on the shores of Lake Wanaka,

about twenty-two miles from Pembroke. The above runs will be sold generally in accordance with the provisions of Part VI. of "The Land Act, 1892." Possession will be given on day of sale.

Valuations for improvements must be paid to the Receiver of Land Revenue, Dunedin, before possession will be given. Purchasers must deposit statutory declarations required by section 62 of "The Land Act, 1892," and pay the first half-year's rent, and £1 1s. license fee, on the fall of the hammer.

> D. BARRON. Commissioner of Crown Lands.

Nov. 24.]

THE NEW ZEALAND GAZETTE.

MAORI LAND ADMINISTRATION NOTICES.

Se

Sixty-seven Sections and One Small Grazing-run, situate in Ohotu Block, Blocks XI., XII., XIV., XV., and XVI., Makotuku Survey District; Blocks 1X. and XIII., Karioi Survey District; Blocks VII., VIII., XI., and XII., Taua-kira Survey District; and Blocks I., II., V., and IX., Nga-matea Survey District, for Lease by Public Tender under "The Maori Lands Administration Act, 1900," and its Amendments Amendments.

NOTICE is hereby given that written tenders, enclosed in sealed envelopes addressed to the President, Aotea Maori Land Council, Whanganui, and indorsed "Tender for Section or small grazing-run Block , District," will be received up till 4 p.m. on Mon-day, the 16th January, 1905, for the leases of the under-mentioned sections and small grazing-run, for a term of twenty-one years, with right of renewal for a further term of twenty-one years, and payment to the lease of the value of of twenty-one years, and payment to the lessee of the value of improvements on his going out of possession at the expira-tion of either term. In the event of ballots being necessary, they will be held at the office of the Aotea Maori Land Council, Whanganui, on the 18th January, 1905, at 11.30 a.m. If the sections or small grazing-run be not leased on the 16th January, 1905, they will remain open for lease until further notice at the upset annual ground-rentals noted below.

H. DUNBAR JOHNSON, President, Aotea Maori Land Council, Whanganui.

SCHEDULE.

WAIMABING COUNTY.

| Section. | Block. | Aı | ea. | | Rent p per A | er Acre nnum. | Upset An Rent | |
|---------------|--------------------------|------------------------|---------------|----------------|---------------------------------------|---------------------------------------|--|--------|
| | M | akotuku | Sı | irve | y Distr | ict. | | |
| | | Δ. | R. | Р. | s. | d. | £ s. | d. |
| 1 | XI. | 426 | 0 | 0 | 1 | 6 | 31 19 | 0 |
| 2 | " | 589 | 0 | 0 | 1 | 6 | 44 3 | 6 |
| 3 | " | 642 | 0 | 0 | 1 | 6 | 48 3 | 0 |
| 4 | | 791 | 0 | 0 | 1 | 6 | 59 6 | 6 |
| 5 | xíı. | 775 | 0 | 0 | $\begin{vmatrix} 1\\ 1 \end{vmatrix}$ | 6 | 58 2 | 6 |
| $\frac{1}{2}$ | A11. | 516 550 | 0 | 0 0 | | $\begin{array}{c} 6 \\ 6 \end{array}$ | $ \begin{array}{c} 38 \ 14 \\ 41 \ 5 \end{array} $ | 0 0 |
| 3 | " | 739 | 0 | 0 | 1 | 6 | 55 8 | 6 |
| 4 | " | 516 | ŏ | 0 | 1 | 6 | 38 14 | ŏ |
| ī | xív. | 720 | ŏ | ŏ | Ō | 9 | 27 0 | ŏ |
| $\frac{1}{2}$ | | 1,350 | ŏ | ŏ | ŏ | 9 | 50 12 | ĕ |
| 3* | | 1,290 | ŏ | ŏ | Ŏ | 9 | 48 7 | 6 |
| 2† | xv. | 129 | 3 | 0 | 2 | Ō | 12 19 | 6 |
| 7 | ,, | 278 | 0 | 0 | 2 | 0 | 27 16 | 0 |
| 8 | " | 238 | 0 | 0 | 1 | 6 | 17 17 | 0 |
| 9 | " | 803 | 0 | 0 | 1 | 6 | 60 4 | 6 |
| 10 | " | 705 | 0 | 0 | 1 | 6 | $52\ 17$ | 6 |
| 11 | " | 836 | 0 | 0 | 1 | 6 | $62 \ 14$ | 0 |
| 12 | " | 454 | 0 | 0 | 1 | 6 | 34 1 | 0 |
| 13 | | 390 | 0 | 0 | 1 | 6 | 29 5 | 0 |
| 14 | | 476 | 0 | 0 | 1 | 6 | 35 14 | 0 |
| $\frac{1}{2}$ | XVI. | 495 | 0 | 0 | 1 | 6 | $\begin{vmatrix} 37 & 2 \\ 24 & 11 \end{vmatrix}$ | 6 |
| $\frac{2}{3}$ | " | 461 635 | 0 | 0 | 1 | $\frac{6}{6}$ | 34 11 | 6 |
| э 4 | " | 745 | 0 | ŏ | | 6 | $ \begin{array}{c ccccccccccccccccccccccccccccccccccc$ | 6 6 |
| $\frac{4}{5}$ | " | 455 | ő | 0 | | 6 | 34 2 | 6 |
| 6 | " | 454 | ŏ | ŏ | i | 6 | 34 1 | ŏ |
| 7 | " | 395 | ŏ | ŏ | ī | ő | 29 12 | ĕ |
| 8 | <i>u</i> | 581 | Ō | Ō | 1 | 6 | 43 11 | 6 |
| 9 | , | 514 | 0 | 0 | 1 | 6 - | 38 11 | 0 |
| 10 | " | 420 | 0 | 0 | 1 | 6 | 31 10 | 0 |
| 11 | " | 412 | 0 | 0 | 1 | 6 | 30 18 | 0 |
| | * Weighted † Weighted | l with £8 l with £1 | 30 fc 19 1 | or in 5s. f | iproven or impi | ents. ovemei | nts. | |
| | | Karioi S | Suri | vey | Distric | t. | | |
| 1 | IX. | 629 | 0 | 0 | 1 | 6 | 47 3 | 6 |
| 2 | " | 702 | 0 | 0 | 1 | 6 | $52\ 13$ | 0 |
| 6 | " | 775 | 0 | 0 | 0 | 9 | $29 \ 1$ | 3 |
| 7 | | 756 | 0 | 0 | 1 | 0 | $37 \ 16$ | 0 |
| 1 | XIII. | 507 | 0 | 0 | 1 | 6 | 38 0 | 6 |
| $\frac{2}{2}$ | " | 493 | 0 | 0 | 1 | 6 | 36 19 | 6 |
| 8 | " | 546 | 0 | 0 | 1 | 6 | 40 19 | 0 |
| $\frac{4}{5}$ | " | 604 | 0 | 0 | 1 | 6 | 45 6 | 0 |
| 5 6 | " | 444 | 0 | 0 | 1 | 6 6 | 33 6 | 0 |
| 7 | " | 430 565 | 0 | 0 | 1 | 6 | $\begin{array}{ccc} 32 & 14 \\ 42 & 7 \end{array}$ | 0 6 |
| 8 | " | 612 | 0 | 0 | 1 | 6 | 42 7 45 18 | 0 |
| | | uak i ra | Su | rvey | Distri | ct. | | |
| 1 | VII. | 1,710 | 0 | 0 | 0 | 6 | $42 \ 15$ | 0 |
| 2 | " | 1,400 | 0 | 0 | 0 | 7.5 | $43 \ 15$ | 0 |
| 4 | | 1,120 | 0 | 0 | 0 | 6 | 28 0 | 0 |

| | WAI | MARINO | Coτ | INTY | -conti | nued. | | | |
|--------------------------------------|--|------------------|----------|------|-------------------------------------|-----------------|-----------|---------------|-------|
| ection | Block. | Ar | ea. | | Rent p per A | er Acre num. | | et Ar Rent | nnual |
| | Tauakir | a Surve | y l | Dist | rict_cc | ontinue | d. | | |
| 1 | VIII. | 870 | 0 | 0 | 0 | 9 | 32 | 12 | 6 |
| 2 | | 1,340 | Ō | Ō | 0 | 9 | 50 | 5 | 0 |
| $\begin{array}{c}2\\3\\1\end{array}$ | | 1,712 | 0 | 0 | 0 | 6 | 42 | 16 | 0 |
| | XI. | 1,275 | 0 | 0 | 1 | 0 | 63 | 15 | 0 |
| 2 | " | 1,384 | 0 | 0 | 0 | 6 | 34 | 12 | 0 |
| | $N_{ m f}$ | jamatea | Su | rvez |) Distri | ict. | | | |
| | | А. | R. | Р. | s. | d. | £ | s. | d. |
| 3 | Ι. | 176 | 0 | 6 | 2 | 0 | 17 | 12 | 0 |
| 4 | " | 198 | 0 | 0 | 2 | 0 | 19 | 16 | 0 |
| 5‡ | " | 406 | 2 | 0 | 2 | 0 | 40 | 13 | 0 |
| 6 | " | 710 | 0 | 0 | 1 | 9 | 62 | 2 | 6 |
| 6 7 8 | " | 1,000 | 0 | 0 | 1 | 6 | 75 | 0 | 0 |
| 8 | " | 269 | 0 | 0 | $\begin{array}{c} 2\\ 2\end{array}$ | 3 | 30 | 5 | 3 |
| 9 | " | 266 | 0 | 0 | 2 | 0 | 26 | 12 | 0 |
| 1 | II. | 1,542 | 0 | 0 | 1 | 0 | 77 | 2 | 0 |
| 2 | - " | 1,720 | 0 | 0 | 1 | 0 | 86 | 0 | 0 |
| 9 1 2 3 1 2 3 4 | " | 1,613 | 0 | 0 | 1 | 0 | 80 | 13 | 0 |
| 1 | v. | 1,221 | 0 | 0 | 1 | 6 | 91 | 11 | 6 |
| 2 | " | 1,026 | 0 | 0 | 1 | 6 | 76 | 19 | 0 |
| 3 | " | 1,452 | 0 | 0 | 1 | 0 | 72 | 12 | 0 |
| | # | 1,331 | 0 | 0 | 1 | 0 | 66 | 11 | 0 |
| 1 | IX. | 2,000 | 0 | 0 | 1 | 0 | 100 | 0 | 0 |
| | ‡ Weigh | ted with | £80 | for | improv | ements. | | | |
| | T_{i} | auakira | | • | | ict. | | | |
| | | \mathbf{Small} | Gr | azir | g-run. | | | | |
| 4 1 | $\left \begin{array}{c} \text{VIII.}\\ \text{XII.} \end{array}\right\rangle$ | 3,530 | 0 | 0 | 0 | 6 | 88 | 5 | 0 |

Note.-All the above sections and small grazing-run are offered subject to amendment of areas and rentals on final survey.

Locality and General Description of the Ohotu Block.

This block, which comprises an aggregate area of 55,121 acres, subdivided into sixty-seven sections and one small grazing-run, ranging from 1293 acres to 3,530 acres, is situated on the left bank of the Whanganui River, about forty-five miles from Whanganui, the centre of northern boundary being about six miles south of the Raetihi Town-ship, and the centre of eastern boundary about seven miles south, west of Karioi south-west of Karioi.

south-west of Karioi. The access to the western portion of the block is by river steamer up the Whanganui River for a distance of about forty-five miles, thence along Matahiwi-Ohotu Road, which is formed and made passable for horses for the distances marked blue on lithographs. The bush-work is completed on portion coloured green. The northern portion of the block can be reached from Raetihi $vi\hat{a}$ the Raetihi-Parapara Track, about two miles of which are formed as a dray-road, the remainder is pack-track.

track.

This pack-track, which was constructed some years ago, enters the block about six miles from Raetihi, and continues through it down the Mangawhero Valley, and joins Field's Track at Parapara Native Village, about five miles south of the block.

the block. From the Parapara-Raetihi Road felling and clearing have been done on the Oruakukuru Road in an easterly direction for distances shown in blue and green on litho-graph, and a total distance of about 180 chains will have been completed at the end of November, out of which about a quarter of a mile has been formed as a bridle-road. From the township reserve the Ohotu-Karioi Road has been felled and cleared in an easterly direction. About 90 chains will have here completed in December

90 chains will have been completed in December.

From near the Parapara-Raetihi Road, in the Manga-whero Valley, the bush-work and formation of the Mata-hiwi-Ohotu Road have been completed, as shown in blue and green on lithograph.

The access to the eastern portion of the block is $vi\hat{a}$ Field's

The access to the eastern portion of the block is $vi\hat{a}$ Field's Track, which has been constructed for some years as a pack-track, and enters the block about seven miles, leaves it at about eleven miles from Karioi, and continues on to Parapara Native Village. From near the junction of the Mangaehuehu and Toki-ahuru Streams the Oruakukuru Road is through open and nearly level country, and easily passable for horses, as shown on lithograph in blue, and portion shown in green will shortly be formed. There is an old Native horse-track running from Raetihi-Parapara Road, in Section 1, Block XV., Makotuku, through the block in an easterly direction to the Mangaehuehu Stream at Sections 6 and 7, Block IX., Karioi, thence to Karioi Township. The Natives occasionally take horses

tion of the Oruakukuru-Karioi Road, which it crosses and recrosses at several points on the way. There is also another Native horse-track over which the surveyors packed their stores when first going into the block, which starts from the township reserve, at Matahiwi, on the Whanganui River, and runs generally in a north-easterly direction through the various sections, crossing the Mangawhero River at the old Native ford marked "Bridge-site" on plan, and continuing on to join the Parapara-Baetihi track near neg CLXXA.

Raetihi track near peg CLXXA. The right to use these Native and other tracks through all intersected sections is temporarily reserved for the use

of the public. The bushfelling on the works now in progress is being done to a width of 66 ft., and clearing to a width of 33 ft.; all horse-road formation has been done to a width of 6 ft.

Where not otherwise mentioned, the access at present is

Where not otherwise mentioned, the access at present is by unformed surveyed roads. The sections, generally speaking, comprise hilly and un-dulating bush lands. Sections 1, 2, 4, Block VII., 3 and 4, Block VIII., 1 and 2, Block XI., and 1, Block XII., Taua-kira; 3 and 4, Block V., and 1, Block IX., Ngamatea, are of a rough and broken character. Sections 3 and 4, Block XII., Makotuku, have steep sidlings to the Ararawa Stream. There are flats on the following sections: 1, 2, 3, Block XIV., 7, Block XV., Makotuku; 7, Block IX., 4, 5, 6, Block XIII., Karioi; 1, Block XI., Tauakira; 1, 2, 3, 4, 5, 8, Block I., 1, 2, 3, 4, Block V., and I., Block IX., Nga-matea. There are open flats and swamps on Sections 6 and 7, Block IX.. Karioi. The soil of Ohotu Block generally is from fair to good quality, resting on papa and sandstone formations.

The soil of Ohotu Block generally is from fair to good quality, resting on papa and sandstone formations. The forest comprises for the most part rimu, rata, tawa, matai, miro, and maire, with undergrowth of karamu, mahoe, rangiora, kotukutuku, &c. The following sections are reported to contain milling timber: 2, 3, 4, Block XII., and 1, 3, 4, 5, 7, 8, Block XVI.,

Makotuku

All the sections are well watered.

All the sections are well watered. Improvements have been effected on the undermentioned sections as follows: Section 3, Block XIV., Makotuku; valued at £30. Section 5, Block I., Ngamatea—40 acres felled and grassed, valued at £80. Section 2, Block XV., Makotuku—20 acres cleared and grassed, 15 acres cleared (not yet burnt), three whares, and 24 chains of fencing; valued at £119 15s.

TERMS AND CONDITIONS.

1. Every tender shall be enclosed in a sealed envelope ad-dressed to the President, and marked on the outside as follows: "Tender for lease of Section No. or small grazing-run, as advertised in the newspaper of the day of , 19 ," and shall be accompanied by a statutory declaration in the form or to the effect set forth in Form K in the Schedule hereto.

2. If any person desires to tender for more than one sec-tion or the small grazing-run, a separate tender for each such tion or the small grazing-run, a separate tender for each such section or the small grazing-run must be made, and separate declarations as required by the last preceding rule. And each such tender must be accompanied by six months' rent and £3 3s., and stamp duty and registration fee, and the value of the improvements (if any). 3. All tenders shall be opened simultaneously by the Council on a day appointed for the purpose. Every tender shall be deemed to be informal and in-capable of being accepted where the rental tendered is less than the upset rental fixed as aforesaid.

capable of being accepted where the rental tendered is less than the upset rental fixed as aforesaid. 4. The highest tenderer, if his tender shall equal or exceed the upset rental, shall be declared the lessee, and be entitled to possession of the lands so soon as he has been notified of acceptance of tender, and has complied with all other conditions lawfully prescribed in that behalf. 5. If the rent offered by two or more persons is the same amount, and is higher than that offered by any other ten-derers, then the Council shall, after opening all the tenders, decide by lot, in such manner as it shall think fit, which of such two or more persons shall be declared the lessee. 6. The deposits and fees paid by the unsuccessful ten-derers for any lease shall be returned to them by the Council immediately after any tender for such lease has been ac-cepted.

cepted.

cepted. 7. When the Council shall declare any person to be the lessee of any section or small grazing-run it shall forthwith notify the same to such person by registered letter, addressed to such person at the address given in the tender, and shall in such notice require such person, within thirty days after such notice, to execute the lease in triplicate. If two or more persons jointly tender, the notice shall be posted to each of such persons. Such notice shall be in the Form L in the Regulations under "The Maori Lands Administra-tion Act, 1900," or to the effect thereof.

8. If any person who has been declared a lessee shall fail to execute his lease within thirty days after being required by notice so to do, then his deposit and the above-mentioned sum of ± 3 3s shall be absolutely forfeited to the Council, and the right of such person to obtain such lease shall absolutely cease and determine.

Where any lessee shall forfeit his right to a lease as afore-said, and as often as such a case shall occur from time to time until the land be leased, or until there be a failure of tenderers whose tenders are formal, the Council may, at any time within seven days of such forfeiture, declare the next time within seven days of such forfeiture, declare the next highest tenderer for the same lease whose tender is not in-formal to be the lessee, or, if the rent offered by two or more persons is the same amount, and is higher than the rent offered by any other tenderer save the one who has so for-feited his right to a lease as aforesaid, may decide by lot which of such other persons shall be the lessee. Every per-son declared a lessee under this section shall, upon his pay-ion the densities of forward. It is declared to have ing the deposit and fees as aforesaid, be declared to have become the lessee on the day of the opening of the tenders as if he had been so declared on such day.

if he had been so declared on such day. 9. If no tender shall be received prior to the time fixed for opening the tenders for any of the leases advertised for sale, any person may at any time thereafter apply for any one of such leases, unless the same shall have been with-drawn from sale by the Council, and be declared the lessee thereof at the upset rental fixed, upon complying with the other conditions prescribed as to tenders. If, in any such case two or more applicants shall have their tenders on the case, two or more applicants shall lodge their tenders on the same day, the right to the lease shall be decided by lot. 10. The Council may at any time reduce the upset value of land which it has failed to lease for three months, and

may again call for tenders for the same at such reduced

value. 11. The lease to be granted in pursuance of any tender may be in the Form M in the Regulations under "The Maori Lands Administration Act, 1900," or in such other form as the circumstances may require.

12. No tender shall be accepted or lease granted except the same be in accordance with the provisions of "The Maori Lands Administration Act, 1900" (herein referred to as "the said Act "), and its amendments, and the regulations made thereunder.

13. No lease shall comprise more than 2,000 acres, in-clusive of not more than 640 acres of first-class land, except in the case of small grazing-runs and pastoral leases, nor shall any lessee have any right to acquire the freehold of the demised land.

No lessee or person, by himself or by or jointly with any other person on his behalf, shall hold at one time, whether as occupier, lessee, assignee, sub-lessee, or otherwise, more than 2,000 acres, inclusive of not more than 640 acres of first-class land, except in the case of small grazing-runs and pastoral leases. Any occupation license, lease, assignment, sub-lease, or other instrument in contravention of this section shall be illegal and void from the commencement :

Provided always that this section shall not apply to any person who acquires an interest in any lease by bankruptcy,

person who acquires an interest in any lease by bankruptcy, or under an intestacy, or by virtue of a will. 14. The Council shall have power to offer for lease any lands as small grazing-runs which are suitable only for occupation in larger areas than 2,000 acres, and may classify the land into first- or second-class pastoral country. The area of a first-class small grazing-run shall not exceed 5,000 acres, and the area of a second-class small grazing-run shall not exceed 20,000 acres; and the whole of these regulations, and the forms of tender, declaration, &c., with necessary alterations and amendments, shall, mutatis mutandis, apply. 15. Any person of the age of seventeen years and upwards

15. Any person of the age of seventeen years and upwards may become a lessee hereunder, and if under full age shall be as capable of executing a lease, and shall be bound by the terms thereof, and of the said Act, as if such person was of full age.

16. The term fixed by the lease shall be twenty-one years, with right of renewal for a further term of twenty-one years.

with right of renewal for a further term of twenty-one years, to take effect in possession and not in reversion; but such lease may be renewable as provided hereafter. 17. Every lease shall be prepared by the Council, and shall be in such form, and shall contain such covenants, conditions, and agreements, not being inconsistent with the provisions of the said Act or these regulations, as the Council may prescribe by regulations which it is hereby authorised and empowered from time to time to make, and from time to time to alter, amend, or revoke, and which may either be general, or applicable to any particular case or class of cases, and, when not otherwise provided, shall be subject to the stipulations following:---

metals, minerals, coal, lignite, slate, or freestone in or upon or under the land, with power to work, win, use, possess, sell, and dispose of the same, or any part thereof respectively, except such as may be required by the lessee for the lessee's own use but not for sale or disposal; with power also to the lessor to make roads through the demised lands, and for such purposes or any of them to erect or build houses and other convenient buildings thereon, on paying compensation

- venient buildings thereon, on paying compensation for damage done to the surface only, the amount of such compensation in case of disagreement to be ascertained and determined by arbitration.
 (2.) The lessee shall and will during the term of the lease pay the rent reserved thereby free and clear from all deductions or abatements whatsoever, and shall and will pay all rates, taxes, charges, or assessments now made or hereafter during the said term assessed, charged, or imposed upon assessments now made or nereatter during the said term assessed, charged, or imposed upon the demised premises, or tenant in respect thereof, or upon any buildings or improvements thereon; and in case any of the said rents shall at any time be and continue in arrear and unpaid for fourteen days next after any of the days appointed for payment thereof, the lessee will (id arrando) and the locar interact upon days appointed for payment thereof, the lessee will (if demanded) pay to the lessor interest upon such arrears at the rate of £8 per centum per annum, calculated from the time appointed for the actual payment of such rent to the time of actual payment thereof; and such interest shall for all purposes, whether of distress or otherwise, be deemed to be rent payable under the demise, and be payable and recoverable by distress or otherwise in the same manner as the rent reserved otherwise in the same manner as the rent reserved under the demise may or can be.
- (3.) The lessee "will insure in the name of the lessor."
- (4.) The lessee " will fence."
- (5.) The lessee "will paint outside every fourth year."
- (5.) The lessee "will paint outside every fourth year."
 (6.) The lessee "will cultivate," and will preserve and keep the demised premises in a clean and husbandlike manner, free from all noxious weeds growing or to grow on the said demised premises, and will not plant on the demised premises, or permit to spread thereon, gorse or furze, and wilkeep properly cut and trimmed all live hedges and fences on the demised premises.
 (7.) No lessee shall transfer the possession or occupation of the land leased to or occupied by him, or any mart thereof by sale, underlease, or other dis-
- part thereof, by sale, underlease, or other disposition, except the Council shall sanction the proposed transfer, and until such lessee has been twelve months in possession or occupation of the demised land.
- demised land.
 (8.) When a statutory declaration is required from any lessee, no transferee, and no purchaser of any lease under any power of sale vested in any mortgagee, assignee, or trustee in bank-ruptcy, shall be admitted into possession or occupation of the land comprised in such lease until he has deposited with the Council a statu-tory declaration in the same form or to the same effect. effect.
- (9.) Every lawful transferee of any lease, or purchaser as aforesaid of any lease, shall have all the rights and privileges, and be subject to the same obligations, as the original lessee: Provided that the transferor shall be liable for the instalment of rent which shall become due next after such transfer. (10.) No transfer of any lease shall be valid unless all
- (10.) No transfer of any lease shall be valid unless all the conditions upon which the lease was granted have been complied with as to payment of rent or otherwise up to the date of such transfer.
 (11.) If any lessee or licensee shall fail to fulfil any of the conditions of his lease within sixty days after the day on which the same ought to be fulfilled, his lease shall be liable to be forfeiture, to be in illegal occupation of the land comprised in the shall be deemed, upon such forfeiture, to be in illegal occupation of the land comprised in the lease, and the Council may proceed for recovery of possession thereof without prejudice to the right of the lessor to recover any rent then due or payable, or any right of distress, action, or suit that may have arisen prior to such re-entry.

The foregoing conditions as regards leases shall operate and shall be deemed to bind the Council and the lessee as fully and effectually as if they were set forth in every

lease. 18. The lessee shall be liable for all rates, taxes, or assessments of every nature or kind whatsoever imposed upon the occupier of the lands included in his lease during the the for which he is lessee.

19. The Council, upon being satisfied that any lease has been lost or accidentally destroyed, may grant a new lease in lieu thereof, upon such terms and conditions and upon payment of such fee in each case as it shall think fit. When any indorsement is required to be made on any lease, and the same is lost or destroyed as aforesaid, the Council may grant a new lease in lieu thereof, and make the required

indorsements thereon, or, if it shall so think fit, may incor-porate the substance of the indorsements with the terms of the original lease, and insert them together in the new

20. The Council and the lessee shall each execute the lease in triplicate.

21. Every lease, after execution thereof as aforesaid, shall be registered by the Council under "The Land Transfer Act, 1885," or any Act hereafter passed in lieu thereof, in like manner, as nearly as may be, *mutatis mutandis*, as a Crown grant is registered; and the lease which is retained in the office of the District Land Registrar shall form a folium of the register-book in such office, and on it all dealings there-with shall be registered ; but no fee shall be payable by way of contribution to the assurance fund on the registration of any such lease.

All dealings with or transmissions of land comprised in such lease shall be made in accordance with the provisions of the last-mentioned Acts, and be in all respects subject thereto

thereto. 22. All dealings with or under leases in contravention of the provisions of the said Act as to transfers of leases shall be absolutely void, and the District Land Registrar shall refuse to register any dealing with or under a lease until he is satisfied that the said provisions have been complied with. 23. Every lessee shall, within twelve months of the com-mencement of his term, and thereafter for a period of six consecutive years, reside on some portion of the lands leased by him

by him.

This condition shall not apply to any person who has acquired an interest in any lease under an intestacy or by virtue of a will.

virtue of a will. The Council may dispense with the necessity of such resi-dence, in the case of bush or swamp lande, during the first four years of the term, and altogether as to all lands if the lesse resides on lands contiguous to the lands leased, or with the concurrence of the Minister for any other sufficient reason. Lands shall be deemed to be contiguous to each other if only separated by a road or stream, or by such interval of space* as the Council may in each case deter-mine mine.

In cases of youths who may become lessees, and who are living within the Maori land district and are residing with their parents or near relatives, the Council may dispense with residence until four years after the commencement of the term.

the term.
When any two lessees shall lawfully intermarry, the Council may dispense with residence by either of such lessees on the lands comprised in one of the leases.
24. Every lessee shall bring into cultivation—

(a.) Within one year from the date of his lease, not less than one twentieth of the land leased by him;
(b.) Within two years from the date on his lease not less than one twentieth of the land leased by him;

than one twentieth of the land leased by him;
(b.) Within two years from the date of his lease, not less than one-tenth of the land leased by him;
(c.) Within four years from the date of his lease, not less than one-fifth of the land leased by him;
and shall, within six years from the date of his lease, in addition to the cultivation of one-fifth of the land, have put substantial improvements of a permanent character on first-class land to the value of £1 for every acre of such land, and on second-class land to an amount equal to the net price of every acre of such land: Provided that in no case shall the additional improvements required on second-class land be additional improvements required on second-class land be more than 10s. per acre. The terms "improvements," "substantial improvements,

and "substantial improvements," substantial improvements, mean and include reclamation from swamps, clearing of bush, gorse, broom, sweetbriar, or scrub, cultivation, plant-ing with trees or live hedges, the laying-out and cultivating of gardens, fencing, draining, making roads, sinking wells or water-tanks, constructing water-races, sheep-dips, making embankments or protective works of any kind, in any way improving the character and fertility of the soil, or the erection of any building.

25. Whenever a lease is to be sold or otherwise disposed of, the valuation of the improvements shall, in all cases where it is not otherwise provided by the said Act, be made as by section eighty-three hereinafter provided; and payment of such valuation shall be made to the Council on cr before the day of the commencement of the term of the new lease by the purchaser of such lease.

Whenever a lease is forfeited for breach of conditions, the Council shall cause such valuation to be mide on recovering possession of the land.

possession of the land. 26. The amount of the valuation of the improvements, when paid by the purchaser of a new lease, shall be paid by the Council to the original lessee, less any arrears of rent or other moneys due in respect of such land by the outgoing tenant; and, in case of forfeiture, less also the amount of expenses incurred in recovering possession of the land and the lease or other disposal thereof.

* The Council will be prepared to allow the term "interval of ace" to apply to residence anywhere outside the Ohotu Block. space

[27. In every case of the forfeiture of a lease for breach of conditions, the payment of the amount of the valuation of improvements, or of any part thereof, shall be absolutely at the discretion of the Council.
28. If payment of any such valuation is not made as afore-

said, the Council may such or and recover the same in any Court of competent jurisdiction from the person who should make such payment.

make such payment. 29. In any case where a lease is granted with a right of renewal for one further term only, not exceeding twenty-one years, the Council shall, on the expiration of such further term, or on the expiration of the original term, or in the case of a lease where the right of renewal is perpetual, on the expiration of any term, if the right of renewal has in any case been surrendered or otherwise determined, weight the land with the value of the improvements of the outgoing tenant on again offering it for lease; or the Council may in its discretion retransfer the land to the Native owners on payment of the value of the improvements and all other charges to which the land may be lawfully subject. The value of such improvements, or the balance thereof, after deducting any amounts which may be due to the Council by the outgoing lessee, shall, when recovered by the Council, be paid over to him.

Council, be paid over to him. 30. No outgoing tenant shall have any right or claim against the Maori owners or the Council in respect of the value of any improvements made by him on the lands in his occupation, in case any person shall fail to pay such value to the Council. to the Council :

Provided that in any such case of failure the Council may retransfer the land to the Native owners on payment of such value and all other charges to which the land may be lawfully subject.

31. All claims for compensation in respect of any matters 31. All claims for compensation in respect of any matters arising under the said Act, or for value of improvements or other matters, shall, unless otherwise specially provided, be settled in the manner provided in Part III. of "The Public Works Act, 1894," for which purpose the said Part II1. shall be deemed to be incorporated with the said Act. In every such claim the Council shall be the respondent.

In every such claim the Council shall be the respondent.
32. Where it is provided or agreed that any matter shall be referred to arbitration, then such reference, unless herein otherwise provided, shall be to one or more arbitrators appointed by the parties on each side respectively, and an umpire to be appointed by such arbitrators.
(a.) If either party shall fail to appoint an arbitrator within twenty-one days after being requested in writing to do so by the other party shall alone conduct the arbitration, and his decision shall be final and binding on both parties.
(b.) If the said arbitrators shall fail to agree upon the

- (b.) If the said arbitrators shall fail to agree upon the matter referred to them within twenty-eight days of the same having been so referred, then the matter so referred shall be decided by an umpire to be appointed by the said arbitrators, whose decision shall be final and binding on both arties.
- (c.) Every such arbitration shall be carried on in the manner prescribed by "The Arbitration Act, 1890," and be subject to such last mentioned Act in the same manner as if the reference to such arbitration had been made by consent of parties under a deed.
- (d.) Each party shall pay his or its costs of such reference and any costs incidental to the appointment of an umpire shall be paid equally by the parties to the arbitration.

of an umpire shall be paid equally by the parties to the arbitration.
(e.) Such arbitrators or umpire shall have all the powers vested in Commissioners by "The Commissioners' Powers Act, 1867," as well as all the powers given to them by "The Arbitration Act, 1890."
33. Not sconer than one year and not later than three months before the end of the original or renewed term for which the lease is granted, a valuation shall be made by arbitration, or in some other manner that may be agreed upon between the Council and the lessee, of the then value of the fee-simple of the lands then included in the lease, and also a valuation of all substantial improvements of a permanent character made by the lessee during the term and then in existence on the land then comprised in the lease. The publishing of the valuations made as aforesaid may be effected by serving a copy of the same on the lessee and another copy on the Council; and thereafter, but not later than two months before the expiry of the term for which the lessee then holds the lands for a further term of twenty-one years from the expiration of the then term, at a rental equal to not less than five pounds per centum on the gross value of the lands after deducting therefrom the value of the substantial improvements of a permanent character as fixed respectively by the valuation of the substantial function. permanent character as fixed respectively by the valuation.

34. If the lessee shall not elect to accept a renewal as 34. If the lessee shall not elect to accept a renewal as above mentioned, or shall refuse or neglect to execute a lease within seven days after the same is tendered to him for the purpose, a lease of the said lands shall, not later than one month before the end of the term for which the ter-minating lease was granted, be put up to public compe-tition by public tender for such term of twenty-one years, on the following terms and conditions:---

- (a.) The upset rent shall be such rent as shall be fixed by the Council, not being a greater sum than that at which the lease was offered to the outgoing lessee under the last preceding clause. (b.) The amount of such upset rent shall be stated in the
- advertisements calling for tenders; and it shall be a condition of tender that the tenderer shall, together with his tender, deposit the amount of one half-year's rent, which shall be returned to him if he fails to obtain the lease
- tain the lease.
 (c.) If any person other than the outgoing lessee be declared the purchaser, he shall, within seven days after the day fixed for opening the tenders, pay over to the Council the amount of the value of the substantial improvements of a permanent character as fixed in manner provided by the last preceding clause.
 (d.) When the day has arrived on which the terminating lease expires, or thereafter, if the Council shall have satisfied itself that the outgoing lessee has let the new lessee into quiet possession of the lands to be leased, and that none of the improvements on the lands which were thereon when the valuations mentioned in the last preceding clause were made have tands which were thereon when the valuations mentioned in the last preceding clause were made have been destroyed or appreciably damaged, the Council shall pay over to the outgoing lessee the amount received by it from the incoming lessee as aforesaid.
 (e.) If any of the improvements as mentioned in the pre-
- ceding subclause have been destroyed or appreciably damaged, as in the said subclause referred to, then the value of the improvements so destroyed, or the cost of repairing such damage, shall be decided by the Council or some person appointed by it; and decision, shall be deducted from the amount payable as aforesaid to the outgoing lessee, and, save the amount deducted for costs, shall be returned to the incoming lessee

25. If such lease shall not be disposed of as above mentioned to some person other than the lessee, or if such person fails to execute the lease in triplicate within thirty days, or to pay the sum offered by him as aforesaid within thirty days from the day on which the tenders were opened, then the lessee may again, within sixty days after the day fixed for the opening of the tenders, elect in a manner aforesaid whether he will accept a fresh lease as aforesaid; and if he does not elect the scent the same or refuest or correlate to execute elect to accept the same, or refuses or neglects to execute such lease within seven days after the same is tendered to such lease within seven days after the same is tendered to him for the purpose, then he may continue as lessee of the said land from year to year, so long as he shall pay the rent reserved by his lease and observe and perform the covenants and conditions contained in the same or in this Act, or until the Council shall succeed in finding a purchaser of the new lease, unless, prior to the finding of such purchaser by the Council, he shall elect to accept a new lease for the said further period of twenty-one years as aforesaid. 36 The Council, in selling a renewed lease to a purchaser.

36. The Council, in selling a renewed lease to a purchaser, may make provision that the right to take possession under such new lease shall always commence on the 1st day of

such new lease shall always commence on the 1st day of January or of July in any year. 37. All the provisions of the foregoing rules and regula-tions (except the provisions as to cultivation) as regards the tenders for, sale, form, and conditions of first leases made under the said Act, and otherwise howsoever as regards such leases, shall, *mutatis mutandis*, apply to the sale, form, and conditions of the new or renewed leases above mentioned, and to the lease of the new or renewed leases above mentioned, and to the lessees thereunder, and otherwise howsoever, except as herein is otherwise expressly provided. *Rent.*—The rent shall commence on the first day of January

or July following the date of acceptance of tender by the Council

Roads.—The right to deviate existing surveyed roads where found necessary, or to take roads to give access to sections where roads are not shown on the sale plan, is reserved for five years through each section. It shall be a condition of each lease that a right of way shall be temporarily reserved each lease that a right of way shall be temporarily reserved over the existing pack and main walking tracks through the land comprised in each lease until such time as the surveyed roads have been formed. The lessee shall not be allowed to block any of these tracks by felling trees or scrub across them, and he shall at once remove any obstruction or any timber that may unavoidably have to be felled across such tracks, and shall leave the track clear for traffic. If fences

are erected he shall provide gateways on said tracks. *Timber*. It shall be a condition of the lease that the lessee shall pay to the Council from time to time one half of the royalty rates then current in the district for all marketable Nov. 24.]

timber (not required by himself for building or other improvements on the land comprised in his lease, or for firewood for his own use) that may be cut and removed from the land: Provided that such royalty rates shall in no case be less than the minimum schedule rates fixed by the Timber Regulations for Grown Lands in force at the time of cutting. In the event of the land reverting to the Council through any cause, or of the lessee's interest being determined or forfeited, all rights to the timber that he may have given, or agreements that he may have entered into for the disposal thereof, shall absolutely cease and be determined.

A guide will start from Mr. Carkeek's camp, at Oruakukuru (which is situated on the Raetihi-Parapara Road, seven miles south of Raetihi), at 8 o'clock a.m. on the 3rd and 17th December, 1904, and 5th January, 1905, to show intending applicants over the block.

Form K.

- STATUTORY DECLARATION TO ACCOMPANY APPLICATION FROM PERSON DESIROUS TO BECOME PURCHASER, TRANSFEREE; OR SUB-LESSEE OF A LEASE.
- In the matter of "The Maori Lands Administration Act, 1900," and its amendments; and in the matter of a pro-posed *sale or lease to , of , of † , of , of †

1. That I am of the age of seventeen years and upwards. 2. That I am the person or one of the persons jointly applying for the purchase or lease of the above-mentioned

and solely for my own use and benefit, or for the exclusive use and benefit of myself and co-purchaser or co-lessee—namely, , and for the purposes of cultivation, and not directly

or indirectly for the use or benefit of any other person or persons whomsoever.

8. That, including the land now applied for, but exclusive of leases of Maori land held by me at the date of the passing of "The Maori Lands Administration Act, 1900" (20th October, 1900), I am not the holder or owner, directly or indirectly, either by myself or jointly with any other person, of any land anywhere in the colony exceeding in the whole 2,000 acress of freehold land, inclusive of not more than 640 acres of first-class land.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of an Act of the General Assembly of New Zealand intituled "The Justices of the Peace Act, 1882."

(Signature.) , this day of , 190, a Justice of the Peace in and for the Declared at before me, , a J Colony of New Zealand.

* Erase any words in italics which are inapplicable

t Specify name and area of the land, and the conditions of the proposed alienation.

t Each proposed purchaser or lessee must make this declaration

Maps and full particulars may be had on application at the office of the Aotea Maori Land Council, Whanganui, and at the District Lands and Survey Office, Wellington.

H. DUNBAR JOHNSON, President, Actea Maori Land Council. Whanganui, 10th October, 1904.

Seven Allotments situate in Kawiu Block (Part of Subdivision Horowhenua 11B., No. 36), Block XIII., Mount Robinson Survey District, and Block I., Waiopehu Survey District, for Lease by Public Auction under "The Maori Lands Adminis-tration Act, 1900," and its Amendments.

Maori Land Administration Office. Wellington, 17th November, 1904.

Weilington, 17th November, 1904. N OTICE is hereby given that the leases of the allot-ments particulars of which are set forth in the Schedule hereto, under the provisions of "The Maori Lands Administration Act, 1900," and its amendments, will be offered by public auction at the Town Hall, Levin, at 11 o'clock a.m. on Thursday, the 12th January, 1905. Term, twenty-one years, with right of renewal for a single further term of twenty-one years or compensation for is: further term of twenty-one years, or compensation for im-provements, at the option of the Aotea Maori Land Council. The terms and conditions under and subject to which the said land is offered for leasing are set forth in the said Schedule.

R. C. SIM, Recorder,

SCHEDULE

PARTICULARS. Kawiu Block

(Part of Subdivision Horowhenua 11B, No. 36).

| Lot. | County. | Survey Distr | ict. | Section. | Block. | Ar | ea. |
|---------|-------------------------------------|--------------|----------------|---|------------------|--|---|
| 1234567 | Horowhenua " " " " " | XX7 | on | Pt. 2L 4 2L 5 2L 6 Lot 1, 1B Lot 2, 1B Lot 3, 1B 1D | XIII. Ï. " | A. 50 20 44 48 52 47 21 | R. P. 0 0 1 26 0 33 3 25 1 19 2 11 0 0 |

TERMS AND CONDITIONS.

1. The respective lots will be offered for lease by public auction at the Town Hall, Levin, on Thursday, the 12th day of January, 1905, at 11 a.m., at the upset rent follow-ing, that is to say: Lot 1, at the upset annual rent of £37 108. ; Lot 2, £15 7s. 6d. ; Lot 3, £33 3s.; Lot 4, £36 15s. ; Lot 5, £39 5s. 6d. ; Lot 6, £35 13s. 6d. ; Lot 7, £15 15s. 2. No bidding shall be retracted, and, subject to the right the Council hereby reserves to itself to bid once for each lot, the highest bidder for any lot will, if not ineligible under "The Maori Lands Administration Act, 1900," and its amend-ments, be declared the lessee : and if any dispute arises con-

ments, be declared the lessee; and if any dispute arises con-cerning any bidding the property shall be put up again at the last preceding bid. The Council reserves the right to withdraw any lot

3. Upon the fall of the hammer the highest bidder shall 3. Upon the fall of the hammer the highest bidder shall pay to the anctioneer the first quarter's rent in advance by way of deposit, together with £3 3s. the cost of the lease and stamp duty and registration fees. The rent thus deposited shall be in discharge of the rent due on the 1st day of April, 1905. The rent becoming due thereafter shall be payable quarterly in advance on the 1st July, 1st October, 1st January, and 1st April during each year of the term. 4. The highest bidder shall also, upon the fall of the hammer, fill in and sign the contract for leasing at the foot, and execute

4. The highest bidder shall also, upon the fall of the hammer, fill in and sign the contract for leasing at the foot, and execute the statutory declaration in the form or to the effect set forth in the Form K hereto. In the event of his being declared the lessee of more than one lot he shall thereupon execute separate declarations and pay separate deposits and fees. 5. The lessee of any lot shall, within thirty days after the day of sale, execute the lease (in triplicate) in the form hereinafter set out, and thereupon, but subject to any other of the provisions of these conditions, shall be entitled

other of the provisions of these conditions, shall be entitled to possession of the lot he has contracted to lease; and if a lessee shall fail to comply with this condition the Council may, by notice in writing either delivered personally or sent by registered letter addressed to the lessee at his residence or abode, or last known place of residence or abode. elect to determine the contract of lease; and, if such notice is given, the deposit and the above-mentioned sum of £3 3s. shall be absolutely forfeited to the Council, and the right to obtain such lease shall absolutely cease and determine. 6. No person shall be entitled to become a lessee under these

conditions except for his own use and benefit, nor shall any person be entitled to become a lessee hereunder who, by himself or by or jointly with any other person on his behalf, holds more than 2,000 acres of freehold land (inclusive of not more than 640 acres of first-class land) contrary to the provisions of section 26 of "The Maori Lands Administration Act, 1900," as amended. Any contract for a lease under these conditions in contravention of this condition shall be void.

7. Every lease shall be prepared by the Council, and shall be in the form set out herein, and shall be subject to the covenants, conditions, and agreements therein expressed and implied. 8. No person contracting to take a lease under these con-

ditions shall be entitled to an abstract of title save at his own expense, and in case any such person requires one he shall give notice in writing to the Council within twenty-four hours of the day of sale, otherwise his right thereto shall be determined.

mined. 9. The land to be leased is under "The Land Transfer Act, 1885," and the Council is the registered proprietor thereof, and no person contracting to take a lease under these conditions shall be entitled to make any requisition on the title or as to the powers of the Council to grant a lease under these con-ditions; and if the person contracting to take a lease shall insist on any objection or requisition as to the title or evidence of title, particulars, conditions, conveyance, or boundaries, or otherwise, which the Council shall be unable or unwilling to remove or comply with, the Council may, by notice in writing to remove or comply with, the Council may, by notice in writing

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given to the person contracting, or his solicitor, at any time, and notwithstanding any negotiation or litigation in respect of such objections or requisition, annul the contract for lease, of such objections or requisition, and the contract for lease, and shall thereupon return to the person contracting to take the lease his deposit, but without interest, costs of investi-gating the title, or any payment or compensation whatever. 10. The various lots shall be taken to be correctly described

as to quality and otherwise; and if any error, misstatement, or omission in the particulars be discovered, the same shall not annul the sale, nor shall any compensation be allowed by the Council in respect thereof.

FORM K.

In the matter of "The Maori Lands Administration Act, 1900," and its amendments; and in the matter of a pro-posed lease by the Aotea Maori Land Council to , of all that piece or parcel of $land(^{1})$

, do solemnly and sincerely l [or We(2)], , of declare

1. That I am the person who, subject to the provisions of "The Maori Lands Administration Act, 1900," and its amend-ments, am desirous of becoming a lessee of the above-de-scribed land.

2. That I am acquiring such lease solely for my own use and benefit, and not directly or indirectly for the use or benefit of any other person or persons whomsoever.

3. That, including the land so to be leased, but exclusive of any Maori land held by me at the date of the passing of "The Maori Lands Administration Act, 1900" (20th October, 1900), I do not hold or own, directly or indirectly, either by myself or jointly with any other person, any land anywhere in the Colony of New Zealand exceeding in the whole 2,000 acres of freehold land, inclusive of not more than 640 acres of first-class land.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of an Act of the General Assembly of New Zealand intituled "The Justices of the Peace Act, 1882."

| Declared at | , this | day of | , 1904, , a Justice |
|----------------------|-------------|--------------|------------------------|
| by the above-named | | before me, | , a Justice |
| of the Peace for the | Colony of I | New Zealand. | |

or the Feace for the Coordy of New Zealand.

 Here shortly describe land.
 If more than one lessee, set out names and residences and occupations of both, and insert the word "severally" before "solemnly," and alter the form throughout accordingly.
 NOTE.—If there be more persons than one contracting to lease, the declaration must be made by each of the persons, and the above declaration must be altered accordingly by inserting the word "we" in place of "I," setting forth the residence and occupation of each declarant, and inserting the word "severally" before a Justice of the Peace, a separate jural being used for each person.

FORM OF LEASE.

THE Actea District Maori Land Council, incorporated under "The Maori Lands Administration Act, 1900" (which, with its the matrix Lance Auministration Act, 1900 " (which, with its successors and assigns, unless the context requires a different construction, are hereinafter referred to as "the lessors"), being the registered proprietors in fee-simple of all that piece of land situated in the β , containing , be the of land situated in the , containing , be the same a little more or less, and being , as the same is delineated on the plan drawn hereon, bordered red. do hereby lesse to

red, do hereby lease to , of (hereinafter called "the lessee"), all the said lands, to be held by the said lessee as tenant for the term of years computed from the day of , one thousand nine hundred and , at the yearly rental of , payable quar-terly, in advance, on the days of in each year during the said term, the first of such payments having year during the said term, the first of such payments having been made on or before the execution of these presents, and yielding and paying to the lessors in the event of the said term being determined by re-entry or otherwise as hereinafter mentioned a proportionate part of the said rent for the current fraction of a quarter down to the date of such re-entry or determination, subject to the following covenants, conditions, and restrictions.

quires a different construction, mean and include the executors, administrators, and assigns of the lessee) covenants with the lessors as follows :-

1. That the lessee shall and will during the said term pay the rent aforesaid in manner aforesaid, free and clear from all deductions or abatements whatsoever, and shall and will pay all rates, taxes, charges, or assessments now made or hereafter during the said term assessed, charged, or imposed upon the demised premises, or upon the landlord or tenant in re-spect thereof, or upon any buildings or improvements thereon, and that in case any of the said rent shall at any time be and continue in arrear and unpaid for fourteen days next after any of the days hereinbefore appointed for payment thereof,

the lessee will pay to the lessors interest upon such arrears at the rate of eight pounds per centum per annum, calculated from the time hereinbefore appointed for the actual payment of such rent to the time of actual payment thereof, and such interest shall for all purposes, whether of distress or other wise, be deemed to be rent in arrear payable under this demise, and be payable and recoverable by distress or otherwise in the same manner as the rent reserved under this demise may or can be.

 2. That the lessee "will insure."
 3. That the lessee "will cultivate " and will preserve and keep the demised premises in a clean and husbandlike manner, from all noxious weeds growing or to grow on the said demised premises, and will not plant on the demised premises or permit to spread thereon gorse or furze, and will keep properly cut and trimmed all live hedges and fences on and 4. That the lessee " will not without leave assign or sublet."

 Inst the lessee will not without lave assign of subjet.
 That the lessee will within twelve months of the commencement of the term hereby granted "completely fence" the boundaries of the land hereby leased, and enclose with a sufficient fence within the meaning of "The Fencing Act, 1895," the whole of the land hereby leased, and at all times during the said term keep in good and substantial repair and condition the boundary-fences now erected or hereafter to be erected upon or around the said land hereby leased, and all subdivisional fences which are now or at any time hereafter during the fences which are now or at any time hereafter during the term hereby granted may be erected on the said land hereby leased, and will not at any time call upon or compel the lessors to contribute to the cost of erecting, repairing, or maintaining any boundary fence or fences which may now or hereafter be erected as dividing-fences between the land hereby leased and any land adjacent thereto in which the lessor may have any estate or interest: Provided always that this provision shall not enure for the benefit of any occupier other than the lessors of the land so adjacent as aforesaid to the land hereby leased so as to deprive the lessee of any rights he might have (but for this covenant) against such occupier: Provided further that nothing herein contained shall be deemed to lessen, limit, or restrict the lesse's liability under deemed to lessen, limit, or restrict the lessee's liability under

deemed to lessen, limit, or restrict the lessee's hability under the covenant to keep in repair implied herein by law. 6. And it is hereby declared that all the covenants herein-before contained as modified herein shall have the meaning given them by "The Land Transfer Act, 1885," and that all powers, covenants, and provisions of "The Land Transfer Act, 1885," which apply to or are implied or incorporated in leases of land under that Act shall apply to and be implied or incorporated in this lease, save as to any express modifi-cations thereof made herein. cations thereof made herein.

7. And it is agreed and declared between and by the parties hereto that for the purposes of this lease the term "substan-tial improvements of a permanent character" includes the erection of buildings, reclamation from swamps, clearing of bush, gorse, broom, sweetbriar, or scrub, cultivation, planting with trees or live hedges, the laying-out and cultivating of aradams forming density molecular contents and cultivating of gardens, fencing, draining, making roads, sinking wells or water-tanks, constructing water-races, sheep-dips, making em-bankments or protective works of any kind, or in any way imbe read and construed accordingly. 8. Provided always that if the rent hereby reserved shall

be in arrear and unpaid for the space of twenty-one days next after any of the days herein appointed for payment thereof, although no formal demand shall have been made for payment thereof, or in case the lessee shall commit a breach of or in-fringe or fail to perform or observe any or either of the covenants, conditions, or agreements herein contained or implied and on behalf of the lessee to be performed or observed, and the same shall continue for the period of twenty-one days, then and in any such case it shall be lawful for the lessors into and upon the demised premises, or any part thereof in the name of the whole, to re-enter, and the same to have again, repossess, the whole, to re-enter, and the same to have again, repossess, and enjoy; but such re-entry shall not prejudice the right of the lessors to recover any rent then due or payable, or any right of distress, action, or suit that may have arisen under these presents or by law prior to such re-entry. 9. That the lessee may, not earlier than twelve months and not later than eight months before the expiration of the term,

listing the same in the Kahiti for six consecutive issues thereof, that the lessee elects to have a renewed lease of the land demised for a further term of twenty-one years computed from the expiration of the term granted by the lease, and if the lessee fails to make such election the lessee shall be deemed to have abandoned his right of renewal and shall have no claim for compensation for improvements. The lessors may within two months of the receipt of such notice of election, if given personally, or, if published in the *Kakiti*, within two months from the first publication, elect either to grant such renewed lease or not to grant the same, by serving on the lessee per-sonally, or by affixing to some conspicuous part of the deNov. 24.]

mised land, a notice in writing of such election; and if no elected to grant a renewed lease. If the election is to grant lease, and the lessee shall refuse or neglect a renewed to execute such renewed lease or a counterpart thereof within sixty days after such lease or counterpart is tendered to the sixty days after such lease or counterpart is tendered to the lessee for execution, then the lessors may, if the lessors think fit, by notice in writing given to the lessee in the same manner as is hereinbefore provided in the case of an election by the lessors, declare that the lessee's right to get such renewed lease is determined, and thereupon the right of the lessee to have such renewed lease shall be at an end, and the lessee shall not be entitled to any compensation for improvements or otherwise, or to any claim for damages. If the election is made not to grant the lease, then the lessors shall pay to the lessee on the expiration of the term created by the lease the value of all substantial improvements of a permanent cha-racter made by the lessee and then existing on the land, to be ascertained as follows: A valuation shall forthwith be made ascertained as follows: A valuation shall forthwith be made of such improvements by two arbitrators, one to be appointed by the lessors and the other by the lessee, or by an umpire appointed by such two arbitrators before entering into the arbitration. If either party shall fail to appoint an arbi-trator within twenty-one days after being requested in writing to do so by the other party, then the arbitrator ap-pointed by the other party shall alone conduct the arbitration, and his decision shall be final and binding on both parties. If there shall be more than one lessee it shall be suffi-cient if such request is made to one of such lessees. If the arbitrators shall fail to agree within twenty one days, then the valuation aforesaid shall be made by the umpire appointed by the arbitrators, whose decision shall be final and binding on both parties. Every such arbi-tration shall be carried on in the manner provided by "The Arbitration Act, 1890," and be subject to that Act in the same manner as if the reference was a submission to arbitration within the meaning of that Act and had been made by consent within the meaning of that Act and had been made by consent of parties under written agreement. Each party shall pay his own costs of any such arbitration, and any costs incidental to the appointment of an umpire shall be paid equally by the parties to the arbitration. The sum to be paid for such in-provements shall be paid to the lessee on the expiration of the term hereby created, and shall bear interest after that period at \pounds per centum per annum until paid: Provided always that in no case shall the lessee be awarded or be entitled to be paid a greater sum for improvements than after the rate of $\pounds 5$ for every acre or fractional part of an acre of the land demised. If the lessee shall under the provisions hereinbefore con-tained become entitled to a renewed lease, then, in order to ascertain the rent to be paid under such renewed lease, a valuation of the land shall be made by arbitration in the manner aforesaid, without the improvements thereon, and the rent under the renewed lease shall be fixed by the arbitrators or their umpire at a rate of not more than $\pounds 7$ per centum or less than $\pounds 4$ per centum on such value, and such rent shall be payable quarterly in advance, and the lessors shall execute a lease to the lessee of such land for the term of twenty-one years at the rent so fixed, and under and subject to the same covenants, conditions, and restrictions as are in this lease contained or implied, except the provision as to renewal or pay-ment for improvements. And the lessee hereby accepts this lease to be held by the lessee as tenant, subject to the covenants, conditions, and restrictions above set forth, ex-

pressed, or implied. Dated this day of , one thousand nine hundred and

The corporate seal of the Aotea District Maori Land Council was at a meeting of the said Council and pursuant to a resolution thereof hereto affixed in the presence of-

A.B., President of the Council.

C.D., E.F. Two Maori Members of the Council.

Signed by the above-named , the lessee presence of —G. H. [Residence], [Calling or occupation]. , the lessee, in the

Indorsement.

Correct for the purposes of the Land Transfer Act. Lease of Situated in , Lessor. Lessee. PARTICULARS entered in the Register-book, Vol.

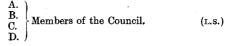
, the o'clock. , 19 folio day of at

District Land Registrar of the District of

Indorsement in the Fold of the Deed.

District Maori Land Council, The do hereby consent to the land mentioned in the within-

written instrument being alienated as therein set forth. In witness whereof the common seal of the Dis-trict Maori Land Council was affixed at a meeting of the Coun-, 19 day of , in the presence cil this of--



AGREEMENT.

We, the undersigned, whose signatures are subscribed in the first column to this agreement, do hereby acknowledge that on the sale by auction this day of, 190, of the property mentioned in the above particulars we were the highest bidders for and declared the lessees of the lot mentioned in the second column of this agreement and set opposite our names, subject to the foregoing conditions of leasing and at the rentals set over in the third column thereof, and that we have paid the sums mentioned in the fourth column of this agreement and also set opposite our fourth column of this agreement and also set opposite our names into the hands of the agents for the Council, and hereby agree to complete the leasing of the respective lots leased by us in accordance with the said conditions.

Dated dav of . 190 .

| Signature. | No. of Lot. | Amount of Annual Rent. | Amount of Deposit |
|------------|-------------|---------------------------|-------------------|
| | | | |
| | | | |
| | | | |

NATIVE LAND COURT NOTICES.

Sitting of the Native Land Court at Hotereni, Thames.

Registrar's Office, Auckland, 15th November, 1904 OTICE is hereby given that the matters mentioned in the Schedule hereunder written will be heard by the Native Land Court sitting at Hotereni, Thames, on the 29th day of November, 1904, or as soon thereafter as the business of the Court will allow, [Auckland, 1904-59.] JAS. W. BROWNE, Registrar.

| | SC Applicat | HEDUL 10n for] |)ท. | | | |
|-----|---------------------------------|--------------------|-------------------|-----------|------|--|
| No. | Name of Applicant. | | | Name of I | and. | |
| 13 | Rahorohi Hikairo (870-15, 4/14) | | Rawhitiroa A. | | | |

APPLICATION FOR CONFIRMATION OF ALIENATION.

| No. | Nature of Alienation. Date. | | Name of Land. | Names of Parties | | |
|-----|-----------------------------|--------------------|--|--|--|--|
| 16 | Lease (C.A. 1904-69) | 1st November, 1904 | Parish of Tamahere, Section 144 and part of Section 71 | Pare Pumai te Whetuiti, of Morrins ville, to Joseph McMillan and William McMillan, both of Cam- bridge. | | |

Sitting of the Native Land Court at Auckland.

Registrar's Office, Auckland, 16th November, 1904. N OTICE is hereby given that the matter mentioned in the Schedule hereunder written will be heard by the Native Land Court sitting at the Supreme Court Buildings, at Auckland, on the 29th day of November, 1904, or as soon thereafter as the business of the Court will allow. [Auckland, 1904-60.]

SCHEDULE.

APPLICATION FOR CONFIRMATION OF ALIENATION.

| No. | Nature of Alienation. | Date. | Name of Land. | Names of Parties. |
|-----|-------------------------|-------------------|----------------------------|---|
| 105 | Transfer (C.A. 1904-68) | 8th October, 1904 | Part of Opanake No. 2m3 | Kete Hohaia, of Maropiu, to Margaret Emma Finlayson, of Maropiu. |

Sitting of the Native Land Court at Gisborne.

Registrar's Office, Gisborne, 10th November, 1904. Native Land Court sitting at Gisborne on the 5th day of December, 1904, or as soon thereafter as the business of the Court will allow.

[Gisborne, 1904-45.]

SCHEDULE.

APPLICATIONS FOR CONFIRMATION OF ALIENATIONS.

| No. | Nature of Alienation. | Date. | Name of Land | Names of Parties. |
|--------------|----------------------------------|---|---|---|
| 1453 1454 | Transfer of mortgage Transfer | 24th September, 1904 4th October, 1904 | Whaitiri No. 2 Lot 2, Orangitirohia No. 9 | Te Ira Ranginui to Ioapa te Hau. Pane Mitchell to P. Crarer. |
| 1455 | Lease | 4th August, 1900 | | Hori Raerena to G. W. Rylands. |

APPLICATIONS FOR PARTITION.

| No. | Name | of Applica | nt. | | | Name of Land. |
|---------------|----------------------------|------------|-----|----|-------|-----------------------------|
| 1456 | Hera Tutapu | •• | •• | •• | | Aohuna D. |
| 1457 | Peti Kupa or Morete | •• | •• | •• | •• | Awapuni A No. 2, Section 4. |
| L 45 8 | Rangi Huatake | •• | | | •• | Hauomatuku No. 5A. |
| 459 | Katirina Takawhaki | •• | •• | •• | | Kaiti 300. |
| 460 | Pipi Tamitere | | •• | •• | | Mangaoae No. 2. |
| 461 | Hemi Tutapu and others | •• | •• | •• | | Mirimiri No. 2c. |
| 462 | Hineawe Taitapunui and oth | ers | •• | •• | • • | Papakorokoro No. 6. |
| 463 | Te Roera Tareha | •• | •• | •• | • | Papatu A No. 6. |
| .464 | W. G. Foster | | •• | | • • | Puhatikotiko No. 6B. |
| 465 | Peka Kerekere | •• | | •• | | Toreohaua. |
| 466 | Hohepa Waikore | | •• | •• | •• | Toreohaua. |
| 467 | Peti Kupa and Timi Morete | •• | •• | •• | • •• | Toreohaua. |
| 468 | Peti Kupa or Moreté | •• | •• | •• | | Waihora No. 2c. |
| 469 | Harete Taihuka and Himion | a Katipa | •• | •• | •• | Waihirere. |
| 470 | Tu Rewini and others | | •• | | | Whareongaonga C11B. |
| .471 | Edward Murphy | •• | | •• | • • • | Panikau No. 4A. |
| 472 | Edward Murphy | •• | •• | •• | | Panikau No. 5A. |
| L473 | Edward Rowley Murphy | •• | •• | •• | | Panikau No. 4A. |
| 474 | Harata te Wharengaio | •• | •• | •• | •• | Repongaere No. 4 H2. |
| 475 | C. A. de Lautour | •• | | •• | | Whakaangiangi No. 2B. |
| 476 | C. A. de Lautour | • • | •• | •• | | Whakaangiangi No. 4B. |
| 477 | C. A. de Lautour | •• | •• | •• | | Whakaangiangi No. 5B2B2. |
| 478 | C. A. de Lautour | | •• | •• | | Whakaangiangi No. 6B2. |
| 479 | M. de Lautour | •• | | •• | •• | Whakaangiangi No. 2B. |
| 480 | M. de Lautour | •• | •• | | | Whakaangiangi No. 4B. |

[No. 94

JOHN BROOKING, Registrar.

2825

APPLICATIONS UNDER SECTION 90 OF "THE PUBLIC WORKS ACT, 1894," FOR ASSESSMENT OF COMPENSATION FOR LANDS TAKEN FOR THE PURPOSES OF THE GISBORNE-KARAKA RAILWAY.

| No. | Area of Land taken. | Names of Lands which Portions have been | | Survey Dis | trict. | No. of Plan. | | Date of Proclamation and | No.01 Gazette. |
|------|--|--|----------------------------|---|----------------------------|--|----------------------------|---|----------------|
| 1481 | A. R. P. 7 1 26 1 2 5 2 1 31 4 1 16 1 1 1 2 0 3 0 0 6 | Pukepapa E Pukepapa E Ruangarehu D Ruangarehu Karaka No. 4 Karaka No. 3 Karaka No. 3 | · · · · · · · · · | Waimata Waimata Waikohu Waikohu Waikohu Waikohu Waikohu | · · · · · · · · · | P.W.D. 20822 P.W.D. 20822 P.W.D. 20822 P.W.D. 20822 P.W.D. 20822 P.W.D. 20822 P.W.D. 20822 P.W.D. 20822 | · · · · · · · · · | 19th May, 1904. 19th May, 1904. 19th May, 1904. 19th May, 1904. 19th May, 1904. 19th May, 1904. 19th May, 1904. | |

Application under Section 90 of "The Public Works Act, 1894," for Assessment of Compensation for Land taken for the Purpose of a Gravel-pit for the Use of Tolago Bay-Tokomaru Roads.

| No. | Area of Land taken. | Name of Land of which Portion has been taken. | Survey District. | No. of Plan. | Date of Proclamation and No. of Gasette. |
|------|---------------------------|---|------------------|--------------|--|
| 1482 | 43 acres | Anaura | Tokomaru | 474 | 8th September, 1904; No. 75. |

APPLICATION FOR LETTERS OF ADMINISTRATION WITH WILL ANNEXED.

| No. | | Name of Appl | licant. | | Name of Deceased. |
|------|-------------------|--------------|---------|----|-----------------------|
| 1483 | Tangiora Whakaata | •• | •• | •• | Maraea Harua. |

Application under Section 50 of "The Native Land Claims Adjustment and Laws Amendment Act, 1901," for Inquiry into the Circumstances of the Adoption mentioned below.

| No. | Name of Applicant. | Name of Adopted Child. | Particulars of Adoption. |
|--------------|------------------------------|---|---|
| 1484 1485 | Hemi Kauta Hirini te Ratu | Roa Carnachan ¡Keta Paora, Reta Pita, and Meri Hape | Adoption by Hemi Kauta of Roa Carnachan, the child of Mere Arihi Muhu. Adoption by Hirini te Ratu of Keta Paora, the child of Paora Riki, also Reta Pita, the child of Pita te Hau, and Meri Hape, the child of Maora Pani. |

APPLICATION FOR REMOVAL OF RESTRICTIONS.

| No. | Name of Applic | ant. | | | Name of Land. |
|------|---------------------------------|------|----|----|---------------------------|
| 1486 | Thomas Bartlett and Mere Tauira | •• | •• | •• | Whareongaonga C12 No. 4B. |

1487 REFERENCE BY THE SUPREME COURT TO THE NATIVE LAND COURT FOR INQUIRY AND CERTIFICATE. In the matter of the will of Hirini te Kani.

Between Karu Koura and John Coleman, trustees under "The Maori Real Estate Management Act, 1888," for Hirini te Kani, Hinehou te Kani, and Heta te Kani, infant children of Heta te Kani, deceased, plaintiffs, and the said John Coleman, as trustee of the will of the said Hirini te Kani, deceased, and Sydenham Oxenham, of Gisborne, Contractor, defendants.

THE questions which the Supreme Court refers to the Native Land Court to ascertain and certify are the following, namely: (1) Who is or who are the person or persons who at the death of Hirini te Kani, of Kaiti, on the 5th July, 1896, would have been entitled, according to Native custom, to succeed to Section 314, Kaiti Block, if the said Hirini te Kani had died intestate; and (2) assuming that Heta te Kani, the son of the said Hirini te Kani, would have been entitled to succeed, and that Heta te Kani had died intestate without alienating the said land, who are the persons who would be entitled to succeed Heta te Kani in the said Section 314, Kaiti ?

Reference under Section 49 of "The Native Land Laws Amendment Act, 1895," by the Chief Judge to the Native Land Court for Inquiry and Report.

| No. | Name of Applicant. | Name of Land. | Matter referred for Inquiry. |
|------|--------------------|---------------|--|
| 1488 | W.F.Hale | Mangarara | Inquiry into the question as to whether any lawful subdivision of the Mangarara Block was made prior to the 19th day of November, 1895, and into the matter of the partition of the said land generally. |

[No. 94

Sitting of the Native Land Court at Hawera.

Registrar's Office, Wellington, 21st November, 1904. Notive Land Court sitting at Hawera on the 2nd day of December, 1904, or as soon thereafter as the business of the Court will allow of the Court will allow R. C. SIM, Registrar. [Wellington, 1904-31.]

| | | • | | | | SCHEDUL | ÿN, |
|------------|------------------------------|----------------|----|--------------|-------|---------|---|
| No. | | 4. 4. 4. | ĸ | ame of Appli | cant. | | Name of Land. |
| 782 | Tekenui Piha | ma | •• | •• | | •• | Section 1, Block II., Oeo; Section 2, Block I Oeo; and Section 4, Block III., Oeo. |
| 783 784 | Tekenui Piha Tekenui Piha | | •• | •• | •• | •• | Section 562, Block I., Hawera. Section 255, Hawera, Waokena. |

| | معجود وترور والمحاد | | PPLICATION FOR | APPOINTMENT OF NEW TRUST | EЕ. | |
|-----|---------------------|------------------|----------------|-----------------------------|-----|-------------------|
| N6. | | Name of Applicar | at. | Name of Land. | • | Name of Minor. |
| 788 | Inia Tuhata | i na kato ka | • | Wharekauri and other blocks | | Rangihanu Eruera. |

APPLICATION FOR PROBATE.

| (| | |
|-----|--------------------|-------------------|
| No. | Name of Applicant. | Name of Deceased. |
| | | |
| | | · |

The case mentioned below will be heard on or after the 24th day of December, 1904 :--789 | Mere Inetau .. | Whetoi Pihopa.

APPLICATIONS UNDER SECTION 39 OF "THE NATIVE LAND COURT ACT, 1894," AND ITS AMENDMENTS.

| . No. | Name of Applicant. | Name of Land. | Nature of Application. |
|------------|--------------------|--|------------------------|
| 790 791 | Charles Bayley | Waitara Survey District, Section 3, Blook III., and Sections 24 and 25, Block IV. (Grant No. 5238) Ngatitupaea, Ngatitane- wai, and Hamua | |

BANKRUPTCY NOTICES.

In Bankruptcy.-In the Supreme Court, holden at Auckland.

N OTICE is hereby given that PERCY JACKSON, of Upper Queen Street, Laundryman, was this day adjudged bankrupt; and I hereby summon a meeting of creditors, to be holden at my office, on Monday, the 21st day of November, 1904, at 2.30 o'clock.

E. GÉRARD. Official Assignee.

Auckland, 14th November, 1904.

In Bankruptcy.-In the Supreme Court, holden at Auckland.

NOTICE is hereby given that WILLIAM ALBERT CLARKE, of Surrey Crescent, Grey Lynn, Auckland, Builder, was this day adjudged bankrupt; and I hereby summon a meeting of creditors, to be holden at my office, on Wednes-day, the 23rd day of November, 1904, at 2.30 o'clock. E. GERARD, E. GERARD,

Official Assignee.

Auckland, 16th November, 1904.

In Bankruptcy.-In the District Court of Wanganui, holden at Palmerston North.

N OTICE is hereby given that JOHN KNIGHT RICHARDS, of Parewanui, Contractor, was this day adjudged

bankrupt; and I hereby summon a meeting of creditors, to be holden at the Courthouse, Bull's, on Tuesday, the 29th day of November, 1904, at 3 o'clock.

G. J. SCOTT,

Deputy Official Assignee. Palmerston North, 21st November, 1904.

In Bankruptcy.

Estate of SAMUEL HARVEY, of Reefton, Baker. DIVIDEND (first), of 2s. in the pound, is now payable at my office, Bridge Street, Reefton. Promissory notes must be presented for indorsement of

dividend. HENRY COOPER,

Deputy Official Assignee. Reefton, 11th November, 1904.

In Bankruptcy.

A FIRST and final dividend; of 2s. 9d. in the pound, on all accepted proved wages claims in In the estate of JOHN BROWN LESLIE, of Timaru, Builder. A all accepted proved wages-claims is now payable at my office, Arcade, Timaru.

ALEX. MONTGOMERY, Deputy Official Assignee.

Timaru, 18th November, 1904.

Nov. 24.]

1073

1074

MINING NOTICES.

NEY CREEK GOLD-MINING COMPANY (LIMITED), (IN LIQUIDATION). THE STONEY

N OTICE is hereby given that at a special meeting of the shareholders of the above company, held at the registered office of the company, Brougham Street, West-port, on Wednesday evening, the 13th day of July, 1904, a special resolution was passed that the company go into volun-tary liquidation; and that Mr. A. C. COTTRELL, of West-port, be appointed the Liquidator to carry out such winding-up at a propupation of 210 10. and first out of neglect up, at a remuneration of £10 10s. and fees out of pocket.

1076

1072

1071

1078

A. C. COTTRELL, Liquidator.

LAND TRANSFER ACT NOTICES.

WIDENCE of the loss of certificate of title, Vol. 45, folio 125, in favour of CHARLES SPENCER, of Waiuku, Contractor, for Section 226 of the Parish of Waiuku East, having been lodged with me, and application made to issue a provisional certificate of title, notice is hereby given of my intention to issue a provisional certifi-cate of title accordingly after the expiration of fourteen days from the date of the *Gazette* containing this notice. Dated this 14th day of November, 1904, at the Lands Registry Office, Auckland.

Registry Office, Auckland.

EDWIN BAMFORD, District Land Registrar.

NOTICE is hereby given that the several parcels of land hereinafter described will be brought under the pro-visions of "The Land Transfer Act, 1885," and its amend-ments, unless caveat be lodged forbidding the same within one month from the date of the *Gazette* containing this

one month from the date of the Gazette containing this notice. 4107. JOHN EDWARD FLETCHER.—Allotments 185, 186, and part of Allotment 29, Parish of Waiwera, contain-ing 380 acres. Occupied by Applicant. 4130. ROBERT THORPE.—Part of Allotment 7, Sec-tion 12, Suburbs of Auckland, containing 5 acres 2 roods 2 perches. Occupied by George Wright. Diagrams may be inspected at this office. Dated this 19th day of November, 1904, at the Lands Registry Office, Auckland. EDWIN BAMFORD.

EDWIN BAMFORD District Land Registrar.

NOTICE is hereby given that the several parcels of land hereinafter described will be brought under the pro-visions of "The-Land Transfer Act, 1885," and its amend-

Application No. 1062, by WILLIAM DREW. -- Allot-ments 1009 and 1010, and part Allotment 1011, 'Town of New Plymouth; area, 3 roods 5_{10}^{6} perches. Occupied by Applicant.

Diagrams may be inspected at this office (Plan 2188). Dated this 22nd day of November, 1904, at the Lands Registry Office, New Plymouth.

T. HUTCHISON, District Land Registrar.

OTICE is hereby given that the several parcels of land N hereinafter described will be brought under the provisions of "The Land Transfer Act, 1885," and its amendments, unless caveat be lodged forbidding the same within one month from the date of the *Gazette* containing this notice

9884. ARTHUR PAUL SHERWOOD. -63 acres 2 roods

9884. ARTHUR PAUL SHERWOOD.—63 acres 2 roods
9884. ARTHUR PAUL SHERWOOD.—63 acres 2 roods
32 perches, Rural Sections 470 and 738, Block III., Christ-church Survey District; occupied by William Jury. Also
2 roods 1 perch, parts of Rural Section 320, Borough of
Kaiapoi; unoccupied.
9894. CHARLES ALBERT LAWSON and WILLIAM
JOHN LAWSON.—4 acres 1 rood 1 perch, part of Rural
Section 144, Borough of Sumner. Occupied by Applicants.
9924. WARNER WILLIAM WARREN WESTENRA.
and ARTHUR HENRY WESTENRA.—3 roods 145 perches,
Town Sections 831, 832, and 833, City of Christchurch.
Occupied by Pyne and Co., John L. Carl, the New Zealand
Loan and Mercantile Agency Company (Limited).
9925. ARTHUR HENRY WESTENRA and DERRICK
WARNER WESTENRA.—1 acre and 245 perches, Town
Sections 827, 828, 829, and 830, City of Christchurch. Occupied by various tenants.

9939. ALBERT THOMAS CHARLES HULSTON. -2045 perches, part of Town Section 593, Christchurch. Occupied by Mrs. H. Davidson. 9943. MARTHA HASWELL ALLAN. - 1,945 acres 2 roods 9 perches, parts of Rural Section 7538, Blocks XIV. and XVIII., Waikari Survey District. Occupied by Applicant

XIV. and XVIII., Walkari Burvey District. Applicant. 9946. ROBERT MITCHELL MURRAY.—1 rood 1 perch, Lot 9, Plan 816, part of Rural Section 1689, Block I., Patiti Survey District. Occupied by Applicant. 9947. CHARLES RICHARD WATKINSON.—1 acre 1 rood 10 perches, Lot 3, Plan 1629, part of Rural Section. 76, Block XV., Christehurch Survey District. Occupied by Applicant.

Applicant. Diagrams may be inspected at this office. Dated this 22nd day of November, 1904, at the Lands. Registry Office, Christchurch.

District Land Registrar.

OTICE is hereby given that the several parcels of land hereinafter described will be brought under the provisions of "The Land Transfer Act, 1885," and its amend-ments, unless caveat be lodged forbidding the same within one calendar month from the publication hereof in the Gazette.

DAVID HAY .- Section 9, Block I., and Section 21, Block II., Town of Oamaru. Occupied by Applicant.

No. 4633. WATSON RHODES.—Part of Section 35, Block V.,

Town of Dunedin. Occupied by tenants. No. 4634. Diagrams may be inspected at this office. Dated this 21st day of November, 1904, at the Lands Registry Office, Dunedin.

W. WYINKS, District Land Registrar.

PRIVATE ADVERTISEMENTS.

LOWER HUTT BOROUGH COUNCIL.

SPECIAL ORDER MAKING SPECIAL RATE.

I N pursuance and exercise of the powers vested in it in that behalf by "The Municipal Corporations Act, 1900," and all other Acts enabling it, the Lower Hutt Borough Council hereby resolves as follows :---That, for the purpose of providing the interest and other charges on a loan of £2,800, authorised to be raised by the Lower Hutt Borough Council under the provisions of "The Local Bodies' Loans Act, 1901," for the purchase of lands to be used as a recreation-ground by the public, the said Lower Hutt Borough Council hereby makes and levies a special rate of one-fifteenth of a penny in the nound upon special rate of one-fifteenth of a penny in the pound upon the rateable valuation of all rateable property in the Lower Hutt Borough; and that such special rate shall be an annual-recurring rate during the currency of such loan, and be payable yearly on the 4th day of August in each and every year during the currency of such loan, being a period of ten years, or until the loan is fully paid off.

The above resolution was passed as a special order at a pecial meeting of the Council held on the 17th day of special meeting of the Council held on the Light day of October, 1904, and confirmed at a subsequent meeting held on the 21st day of November, 1904. PERCY R. PURSER,

| | PERCY | \mathbf{R} . | PURSER, |
|---------------------------------------|---------|----------------|---------------------------------------|
| | | | Town Clerk. |
| Lower Hutt, 22nd November | , 1904. | | 1069 |
| | | | |
| · · · · · · · · · · · · · · · · · · · | | | · · · · · · · · · · · · · · · · · · · |

THE NEW ZEALAND PATENTS SYNDICATE (LIMITED).

N OTICE is hereby given, in pursuance of section 230 of "The Companies Act, 1903," that a General Meet-ing of the members of the above-named company will be held at the office of Messrs. Mirams Brothers, Crawford Street, Dunedin, on Friday, the 16th day of December, 1904, at 3 o'clock in the afternoon, for the purpose of having an account laid before them showing the manner in which the winding-up has been conducted and the property of the company disposed of, and of hearing any explanation that may be given by the Liquidator, and also of determining by extraordinary resolution the manner in which the books, accounts, and documents of the company, and of the Liquid-ator thereof, shall be disposed of. Dated the 19th day of November, 1904.

SIDNEY T. MIRAMS,

1075

Liquidator.

Witness-W. R. Brugh, Solicitor, Dunedin.

G. G. BRIDGES,

1070

I, WILLIAM LAURENCE SIMPSON, Manager of New Zealand (Limited), do hereby solemnly and sincerely declare.

That the liability of the company is limited.
 That the capital of the company is £50,000, divided into 10,000 shares of £5 each.

That the number of shares issued is 10,000.
 That calls to the amount of £1 per share have been made, from which the sum of £10,000 has been received.

5. That the amount of money received as executor of estates under administration for the twelve months to 30th September, 1904, was £122,228.

6. That the amount of money paid as executor of estates under administration for the twelve months to 30th September, 1904, was £102,512 2s. 4d.
7. That the amount of money held as executor to the credit of estates under administration was, at 30th Septem-

credit of estates under administration was, at som Septem-ber, 1904, £19,722 1s. 8d. 8. That the amount remaining in the company's hands at 30th September, 1904, to the credit of estates for which the company is trustee or co-trustee, which sum is represented by either cash or securities, or both, was £389,292 9s. 4d. 9. That the company's liabilities and assets were at 30th September, 1904, as follows :--

| Liabilities-Capital | . 10,000 | 0 | Ű. | |
|--|--------------|----|----|---|
| Balances due to various con | | | | |
| | . 11,816 | | | |
| 20000110 | . 6,250 | | 0 | l |
| Other liabilities | . 48 | 19 | 0 | l |
| Assets-Cash in hand, mortgages and deber | 1- 04 042 | c | 10 | l |

6 10 8 2 tures and bank deposits 24,0438 Balances due by various constituents 6,582 330 8 0 Other assets •• •• • •

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of an Act of the General Assembly intituled "The Justices of the Peace Act, 1882."

W. LAURENCE SIMPSON.

Declared this 18th day of November, 1904, before me-James Hazlett, a Justice of the Peace for the Colony of New 1068Zealand.

In the matter of "The Companies Act, 1903"; and in the matter of THE AUSTRALASIAN AUTOMATIC WEIGHING-MACHINE COMPANY (LIMITED).

COMPANY (LIMITED). NOTICE is hereby given that the Office or place of busi-ness in New Zealand of the above-named company— the Australasian Automatic Weighing-machine Company (Limited)—a company incorporated in Great Britain and carrying on business in New Zealand, where legal process of any kind may be served upon it and notices of any kind may be addressed or delivered, has been changed, and is now situate at No. 10, Old Customhouse Street, in the City of Wellington. Dated at Wellington. the 23rd day of November. 1904.

Dated at Wellington, the 23rd day of November, 1904 BELL, GULLY, BELL, AND MYERS, 1077

Solicitors for the Company.

THE OPUNAKE TIMBER COMPANY (LIMITED).

NOTICE is hereby given, pursuant to section 223 of "The Companies Act, 1903," that the following special resolution of the above company was passed on the 14th day of October, 1904, and confirmed on the 14th day of

November, 1904:— "That the Opunake Timber Company (Limited) be volun-tarily wound up, and that Messrs. G. W. Rogers, of Opu-nake, and C. G. Powles, of Otaki, be appointed Liquidators to effect same." W. A. LIMBRICK, Chairman of Directors

Chairman of Directors.

1067

In the matter of the Companies Acts, 1882 to 1903, and of the PALMERSTON NORTH ANCHOR BOAT COMPANY (LIMITED).

(LIMITED). NOTICE is hereby given that a General Meeting of the above-named company will be held at my office, Elizabeth Buildings, Cuba Street, Palmerston North, on Monday, the 28th day of November, 1904, at 3 o'clock in the afternoon, for the purpose of having the account of the Liquidator, showing the manner in which the winding-up has been conducted and the property of the company dis-posed of, laid before such meeting, and of hearing any ex-planation that may be given by the Liquidator. Dated this 18th day of October, 1904. LIOHN W. WHITTAKEB.

JOHN W. WHITTAKER. Official Liquidator.

PARTNERSHIP NOTICE.

OTICE is hereby given that the Partnership subsist-N ing between JORN ALEXANDER RANKIN, JAMES HENRY RANKIN, and ROBERT WILLIAM HAMMOND RANKIN, carrying on business as Storekeepers and General Merchants at Motueka, in the Provincial District of Nelson, under the firm or style of "Rankin and Sons," has been dissolved as from the 31st day of October, 1904, by the death of the said Robert William Hammond Rankin.

The undersigned, John Alexander Rankin and James Henry Rankin, will continue the business under the same firm or style of Rankin and Sons; and all debts due by the late firm will be paid by them, and all moneys owing to the late firm are to be paid to them. Dated at Motueka, this 14th day of November, 1904.

J. A. RANKIN. J. H. RANKIN. EDITH ELLEN RANKIN, Executrix of the Will of Robert William

Hammond Rankin, deceased.

DISSOLUTION OF PARTNERSHIP.

NOTICE is hereby given that the Partnership business hitherto carried on by the undersigned at Waitara as General Storekeepers under the style or firm of "Fraser and Beckbessinger" has been dissolved by mutual consent as from 31st October, 1904. The business will be carried on by Mr. S. G. Fraszer, who will receive all accounts owing to the late partnership. Dated at Waitara this 8th day of November 1004

Dated at Waitara, this 8th day of November, 1904.

SIMEON GREY FRASER. ERNEST BECKBESSINGER

Witness to both signatures—J. B. Roy, Solicitor, New lymouth. 1066 Plymouth.

PATENT OFFICE SUPPLEMENT.

A SPECIAL Supplement to the New Zealand Gasette is now published fortnightly, containing all notices con-cerning patents and trade-marks required by law to be gazetted; also, particulars of lapsed applications for patents, expired letters patent, and other information useful to in-ventors, manufacturers, and others. The Supplement will be issued free to subscribers to the Gasette, and to others on payment of a subscription of ten shillings per annum, pay-able in advance to the Government Printer.

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