

1908.
NEW ZEALAND.

NATIVE LANDS. AND NATIVE-LAND TENURE :

INTERIM REPORT OF NATIVE LAND COMMISSION, ON NATIVE LAND IN THE ROTORUA COUNTY AND
WITHIN THE THERMAL-SPRINGS DISTRICT.

Presented to both Houses of the General Assembly by Command of His Excellency.

Native Land Commission, Morrinsville, 18th June, 1908.

To His Excellency the Governor.

MAY IT PLEASE YOUR EXCELLENCY,—

We have the honour to submit for your consideration a further report on Native lands in Rotorua County and within the Thermal-springs District.

ROTORUA COUNTY.

After our sitting in January last, and upon the representations of Ngati-Whakaue and other hapus of Te Arawa, the subdivision of certain blocks in the above county, of the total area of 61,861 acres, was referred to the Native Land Court. On our return in March the Court had not been able to effect any partitions. A special Court was set up to deal with the blocks. The Ngati-Whakaue, however, withdrew their cases. In every block where the Court made partitions the Maoris lodged appeals. The Maoris, however, asked us to deal with these lands, and not wait for the completion of the partitions. They expressed their willingness to hand over large areas for settlement by lease under the provisions of "The Thermal-springs District Act, 1881."

The Ngati-Pikiao, who are wedded to the incorporation system, asked that the Taheke Block (19,831 acres) be incorporated. This block is held in many subdivisions, and as many Committees will probably be required as there are subdivisions. We recommend the incorporation of this block under section 28 of "The Maori Land Claims Adjustment and Laws Amendment Act, 1907," with power to enter into treaty with the Crown for sale, to lease, and set aside areas for Maori farms and papakaingas.

Okataina Block of 20,209 acres, was also submitted. This is a large block situated round, and, as the Maoris allege, including, Okataina Lake. The title is in a backward position, as are all the titles in the south-eastern portion of Rotorua County. It is owned by the Ngati-Tarawhai Hapu. It is good pastoral land, with some valuable milling-timber on it. The owners ask that the land be dealt with under the provisions of section 12 of "The Thermal-

springs Act, 1881.” Their desire is that the land be leased to Maoris and Europeans, after reserving 495 acres for papakaingas as follows:—

	Aores.
Te Koutu Pa	20
Oruaroaorangi	400
Te Tawa	10
Te Tikitiki	10
Whatarau	20
Whakaraumanuka	10
Te Nokoroa	5
Tahunapo	20
	495

Some of the owners applied to have the various subdivisions incorporated. We do not think that this would in any way interfere with the administration of the land for leasing purposes under the Thermal-springs District Act. As we pointed out in our first report on the county (dated the 10th March, 1908), the Committees of incorporated blocks should occupy an important position in the scheme of settlement of the Rotorua lands. They would make the arrangements and give the assent contemplated by section 12 of the above-mentioned Act. They would define the areas to be reserved for papakaingas and Maori settlement, and indicate the terms and covenants that the Native proprietors would agree to have embodied in the leases.

NGATI-WHAKAUE LANDS.

The Ngati-Whakaue Hapu submitted the balance of their lands to be dealt with by the Commission. These comprised more than one-third of the lands referred to the Native Land Court for partition, but which we were asked to investigate prior to completion of partitions. This hapu offered for lease only an area of nearly 25,000 acres. They asked that we amend our recommendations in respect of blocks already reported upon, and recommended by us to be reserved for Maori occupation. These amendments are shown in the accompanying schedule.

The Ngati-Whakaue desire this area to be dealt with under section 12 of “The Thermal-springs Districts Act, 1881,” and leased by auction. We think that Your Excellency, or the Board, if it be appointed agent for the purpose of administering the leasing, should have power to set aside sections for lease to Maoris only, with or without competition. In fact, the mode of leasing to Maoris under Part II of “The Native Land Settlement Act, 1907,” should be adopted. It would, we are sure, be taken advantage of by the younger Arawas. In offering practically the whole of their lands for settlement the Ngati-Whakaue insisted on the following conditions:—

- (a.) That no part of the land be sold;
- (b.) That the term of lease should not exceed forty-two years, and should be without compensation for improvements at the end of the term;
- (c.) That in taking lands for public works, scenic reserves, and like purposes, adequate compensation should be allowed by the State Departments.

In our first report we referred to the area given by the Ngati-Whakaue to the Thames Valley Company, afterwards sold to the Crown for the purposes of a railway; and to the sale of the Rotorua Township land. Their experience in the latter transaction has made them extremely suspicious of the Crown's management of their lands. Therefore, they wish it made clear at the outset that they do not desire any part of their lands sold. We interpret this to mean that they do not desire any land sold without first consulting them. In our opinion they have in the past sold enough land. The balance should be reserved for them and their descendants, and should, after reserving papakaingas, be leased for their benefit. The younger members of the hapu can obtain sections for individual occupation by lease.

Amongst the blocks offered for settlement is Tihiotonga (1,950 acres). We have some special remarks to make about this block later on in this report.

The Ngati-Whakaue are anxious that the roading of their lands should precede disposal by lease. Their partitions can then be made with due regard to road frontages. They are anxious that the state of the titles should not delay settlement. At the same time, the elders wish the partitions as between families to be clearly defined now, that a future generation, not so well versed in the hapu boundaries, may not be left to quarrel over the subdivisions.

There was also handed in a list of other lands, owned by the same hapu, bordering on Lake Rotorua, between the shore of the lake and the main road that runs parallel with the lake. These are given in the schedule (1). Some of these we have already recommended to be reserved for papakaingas. We are now asked to amend this recommendation in the direction indicated in the following statement handed in to us by the Ngati-Whakaue :—

“These blocks represent what are proposed to be reserved for papakaingas. The owners, however, consider the area too great for the purpose, and are desirous of obtaining the power to give leases in any of these lands subject to the consent or approval of the Waiariki Maori Land Board.

“Most of these blocks occupy several miles of lake frontage, and the privilege asked for, if granted, will be largely availed of by tourists and others anxious to obtain lake frontages for summer camping-grounds, &c., on terms and conditions arranged by the owners and satisfactory to the Board.”

The area shown in schedule (1) is 2,321 acres and 8 perches. The Ngati-Whakaue practically ask that with regard to this area they be permitted to lease to Europeans as if the Thermal-springs District Act did not exist. The lands are eminently suitable for building-sites. There would be a keen demand for such sites, as well as for camping-grounds and leases for short periods. In view of the generosity displayed by this hapu in the past, and of their action in handing over practically the whole of their lands for settlement, we are sure that Your Excellency will favourably consider their request. It may be met by an amendment of the Thermal-springs District Act to the following effect :—

That the Governor be empowered to define an area (limited, in our opinion, to the lands given in the schedule (1)), wherein the Native owners may lease for any term not exceeding fifty years, subject to the following conditions :—

(a.) That application be made to the Board for a recommendation to the Governor for removal of restrictions to enable a lease to be given.

(b.) That on removal of restrictions the terms, conditions, and covenants of the lease be approved by the Board.

This will prevent the indiscriminate leasing of this valuable lake frontage, and secure sufficient reservation for papakainga purposes.

SPECIAL MATTERS.

In our first report we mentioned certain timber agreements, and stated that, on obtaining further information, we would submit the facts and draft deeds for Your Excellency's consideration and approval.

A. *Agreement between Native Proprietors of Waiteti No. 2 Block (Sections 1B and 2A) and the Rotorua Timber Company.*

This is an informal agreement entered into between the parties, and has been in operation for a considerable time. The company supposed that section 26 of “The Maori Land Claims Adjustment and Laws Amendment Act, 1907,” applied to Native lands within the Thermal-springs District, and applied to the Board for confirmation of the agreement. By consent the parties submitted the matter for our consideration. It was agreed that the Native owners, or any person or body lawfully acting on their behalf, should sell the timber to the company at 7d. per 100 ft.; that the quantity of timber on which such

price was payable should be measured by two valuers, one to be appointed by each party, or by an umpire in case of disagreement; that the purchase-money so determined should be paid by half-yearly instalments spread over twelve years, unless the timber were sooner cut out. The measurement of the timber has been made, and the quantity determined by us on which royalty should be paid is 8,384,000 ft. We recommend that the President of the Waiariki Maori Land Board be authorised to execute an agreement on the above terms on behalf of the Native proprietors.

B. Agreement between the Native Proprietors of Rotoma and Tautara Blocks and Hone Mariana, Kinihori te Hira, and Pera Mariana, who are also Owners in the said Blocks.

We have now received a draft agreement containing the details of the arrangements sanctioned by the Native proprietors, and agreed to by the proposed lessees. We recommend that the President of the Waiariki Maori Land Board be authorised to execute an agreement in terms of the draft forwarded herewith (Appendix).

Waiwherowhero Block.

In our report of the 10th March we recommended that this block be leased to Wi Katene, a Native, who is anxious to commence fruit-farming. The owners have signed an agreement to lease 40 acres of the above block for a term of twenty-five years, with right of renewal for another twenty-five years. We express no opinion as to the adequacy of the rental, but we recommend the proposal for lease to Your Excellency's favourable consideration. The rental and other provisions are matters for the Board to consider if the recommendation is given effect to.

Turanga-Hikanui No. 2 (or Korokoro No. 2).

Perepe Tapihana, owner of the western part of this land, area 15·7 perches, wishes to sell his interest to Mereana Rangikawhiti, and has executed an agreement to sell. He lives at Maketu. The property is at Ohinemutu, where the purchaser resides. The consideration is £25, which may or may not be a fair price. That is a matter for the consideration of the Board, if, as we recommend, it be authorised to give effect to the above agreement.

Whakarewarewa Reserve.

This is officially known as Whakarewarewa No. 3 Section 1B Reserve. Inclusive of cemetery, paths, and hot springs, the area is 4 acres 1 rood 5·5 perches, in four detached pieces. The accompanying tracing shows the position of the reserve (bordered red) and the area after deducting paths. There are 191 owners in the title.

In our first report we recommended the reservation of this block for Maori occupation. This further report is necessitated by new facts brought before us. In April last a dispute arose about the guiding of tourists and other visitors over the piece marked "Reserve No. 1" on the tracing, culminating in a serious assault case in the Magistrate's Court. The facts stated to us by the parties interested were as follows: In 1877, while the land was still papatupu, the first arrangements were made about guiding over the reserve. The Government had not then acquired the present State Reserve, which contains Pohutu and other geysers. In 1883 the title was ascertained by the Court, and in the following year a Committee of ten members was appointed by the owners to administer the reserve, and to levy and collect admission fees. This was the period of the toll-gate. After the Crown purchased the greater part of Whakarewarewa, the toll-gate was allowed to remain with the admission fee of 2s. This continued until about 1903, when the present Prime Minister, then in charge of the Tourist Department, arranged with the Whakarewarewa Maoris to abolish the toll-gate on payment to them of £100, and on the Government undertaking the maintenance of the Whakarewarewa Bridge. The admission fee to the Native Reserve was fixed at 1s. Up to 1905 there was an understand-

ing well established among the Natives, that all the guiding on the Native Reserve should be restricted to those who were in the title or their relatives. In 1905 there was the first attempt made by a section of the owners to introduce guides who had no interest directly or indirectly in the reserve. This was resented by the other owners. The parties came to blows, and figured in the Magistrate's Court. The trouble was repeated this year.

We were requested to investigate the matter, and to suggest a method of administration satisfactory to all parties. The investigation elicited the following points of agreement :—

- (a.) That a Committee should be appointed to manage the reserve, to regulate the guiding, to levy and collect admission fees, to make necessary improvements such as fencing, and generally to administer the reserve in the interests of the owners and to the satisfaction of visitors.
- (b.) That all profits should be disbursed among the owners according to their relative interests. To this end it was urged that the collection of fees should be above suspicion, that accounts of receipts and expenditure be carefully kept and properly audited. The device of a toll-gate was suggested.
- (c.) That the guiding should be restricted to the owners or their relatives.

We suggested that there was only one way to constitute a Committee with the powers and functions proposed, and that was by incorporation. This was approved.

We therefore recommended that the owners of this reserve be incorporated under section 61 of "The Native Land Settlement Act, 1907." Our former recommendation remains, as it merely proposed to make the reserve subject to section 54 of the said Act. The Committee when duly elected may be trusted to carry out the arrangements indicated above. This matter is a pressing one. If the present recommendation is approved it is for the Hon. the Native Minister to make application to the Native Land Court for an order of incorporation.

AGRICULTURAL EDUCATION.

In our report of the 10th March we suggested the establishment of communal farms for each of the chief hapus of Te Arawa. Since that report the Ngati-Whakaue have been considering the proposal in its practical bearings. They have realised that it is absolutely necessary for their young men, if they are to engage in farming pursuits, to be properly trained. There is no opportunity of training them in the Rotorua district. There are very few farms in the locality. The young Maoris require technical education, and instruction in practical farming.

The Maori Mission Committee of the Presbyterian Church have, with the sanction of the Anglican community at Rotorua, generously offered, if an area of land were available for the purpose of a farm, to provide instructors, and also to erect the necessary buildings for housing the instructors. The committee does not desire, however, to have the land transferred in trust, but agrees that it should remain Maori land, and only stipulates that its control and management shall be guaranteed for a period long enough to secure the success of the instruction, and that it should have the right to furnish instructors.

Tihiotonga Block.

In order to take advantage of the Maori Mission Committee's offer the Ngati-Whakaue appeared before us, and made the following offer : If the said committee considers Tihiotonga Block suitable for the purpose of a farm, the Ngati-Whakaue offer the portion of the said block to which they are entitled.

We understand that there has been a subdivision of this block, and that after cutting off the interests of other hapus the Ngati-Whakaue are entitled to a residue of 1,950 acres, or thereabouts. In this is included an area estimated at 600 acres, an excess area found after survey.

If the committee, on the other hand, does not consider this block suitable, then the offer is made of 600 acres in Tihiotonga, and 500 acres to be selected by the said committee in any of the following blocks: Waiteti No. 2, Rotohokahoka, Kaitao, Wharenui, Puketawhero, Owhatiura South, Okoheriki No. 1, Whakapoungakau-Pukepoto Nos. 8 and 14. We have no doubt that such a compact block as Tihiotonga, readily accessible, and having the main characteristics of the Rotorua lands, will on the whole be considered most suitable for the purpose of a communal farm under the management of competent instructors.

The details of this scheme have yet to be arranged. We are given to understand that the scheme is undenominational. As we have stated, the Anglican community at Rotorua welcomed this movement on the part of the Presbyterian Church as a means of doing great service to the Maori people for whom they minister. One of the leading chiefs, who belongs to the Catholic Church, cordially approved of the proposal, and, in fact, made the proposal before us on behalf of the Ngati-Whakaue. We understand also that, after payment of expenses, if there are any profits realised from the farm these would go to the owners according to their relative interests.

The offer of the Ngati-Whakaue is most generous. In fact, this hapu has shown great willingness to adopt measures for their benefit, and in a progressive direction. We believe, however, that the other hapus will emulate their example, and provide instruction for their youth on communal farms managed as the Tihiotonga farm is proposed to be managed. The Ngati-Whakaue are willing that cadets should be received from other Arawa hapus if there should be any openings.

We recommend that we be authorised to enter into negotiation with the Presbyterian Church Maori Mission Committee with a view to arranging the details of the scheme, in time, if possible, for Parliament to deal with it in a practicable form this session.

We ask Your Excellency to note that under this scheme the State will be relieved of the cost of the necessary buildings for and the salaries of the instructors and managers, as well as of their maintenance. The State may be required to advance money on the security of the freehold of the land for ordinary farming purposes. It will be an additional security to the Department making the advance that the management is in competent and careful hands.

GENERAL REMARKS.

The area included in this report is 68,823 acres. Of this we dealt in former reports with 6,643 acres, and now submit amended recommendations. The new area dealt with is therefore 62,180 acres, of which 44,720 acres are offered for general settlement.

There is still left a fairly large area to be dealt with, consisting of the Mangorewa-Kaharoa and Rotomahana-Parekarangi No. 6A 2 No. 5B Blocks now being partitioned by the Native Land Court, and lands at the southern end of the county owned chiefly by Maoris living at Taupo. The latter should be investigated in conjunction with the East Taupo lands, which we hope to deal with soon after the ensuing session of Parliament. There are also 6,716 acres of papatupu lands, which cannot be dealt with.

So far as the Arawa lands proper are concerned, a very small area remains to be investigated.

We have the honour to be

Your Excellency's obedient servants,

ROBERT STOUT,
A. T. NGATA,
Commissioners.

SCHEDULE.

1. NGATI-WHAKAUE LANDS SUBJECT TO SPECIAL RECOMMENDATION. (See Report.)

Name of Block.	Owners.	Area.	Remarks.
		A. R. P.	
Kawaha Nos. 1 to 8	..	540 0 0	Report of 10th March amended.
Koutu, Te, 1A	121	90 2 17	"
" " 1B	66	28 0 2	"
" " 2	62	10 0 0	"
" " 2A	2	0 0 20	"
Koutu, Te	246	110 3 31	"
Miringa, Te, No. 1	14	10 1 15	"
" " No. 2	5	..	No area ascertainable.
Ngapuna No. 1	125	166 3 8	Report of 10th March amended.
" " No. 2	10	17 0 0	"
" " No. 3	1	20 0 32	"
Owhatiura No. 1A	28	55 3 0	"
" " No. 1B	161	126 2 0	"
" " No. 2	196	167 2 0	"
Ohinemutu Pa	..	40 0 0	Approximate. Consists of several small blocks.
Parawai No. 1	116	140 0 0	Report of 10th March amended.
" " No. 2	227	48 0 0	"
" " No. 3	64	49 0 0	"
" " No. 4	53	23 0 0	"
Te Tuporo 1B	7	19 1 17	"
" " 2	2	1 1 0	"
Waikuta (?)	..	257 0 0	Report of 10th March amended.
Waiteti 2A No. 1	262	281 0 0	"
" " 2A No. 2	57	11 0 0	"
" " 2A No. 3	60	12 0 0	"
" " 2A No. 4	23	11 0 0	"
" " 2A No. 5	5	1 0 0	"
" " 2A No. 6	2	1 0 0	"
" " 2A No. 7	2	0 1 0	"
Whakarewarewa 1, Section 2B	23	27 3 22	"
Waiherowhero	36	54 2 4	See report as to lease of part 40 acres to Wiremu Katene. Report of 10th March amended.
Total	..	2,321 0 8	

2. LANDS RECOMMENDED TO BE INCORPORATED UNDER SECTION 28 OF "THE MAORI LAND CLAIMS ADJUSTMENT AND LAWS AMENDMENT ACT, 1907."

Name of Block.	Owner.	Area.	Remarks.
		A. R. P.	
Taheke Block and Subdivisions	..	19,831 0 0	Subject to papakaingas.

3. LANDS RECOMMENDED TO BE DEALT WITH UNDER SECTION 12 OF "THE THERMAL-SPRINGS DISTRICT ACT, 1881," AND LEASED TO MAORIS OR EUROPEANS.

Name of Block.	Owners.	Area.	Remarks.
		A. R. P.	
Okataina and Subdivisions	..	20,209 0 0	Subdivisions may be incorporated if necessary under section 28 of "The Maori Land Claims Adjustment and Laws Amendment Act, 1907."
Kaitao 2A	111	4,095 0 0	
" 2B	171	6,270 0 0	

3. LANDS RECOMMENDED TO BE DEALT WITH UNDER SECTION 12 OF "THE THERMAL-SPRINGS DISTRICT ACT, 1881," AND LEASED TO MAORIS OR EUROPEANS—*continued.*

Name of Block.	Owners.	Area.			Remarks.
		A.	R.	P.	
Kaitao 2c	33	100	0	0	Report of 10th March amended.
" 2D	50	200	0	0	"
Mangorewa-Kaharoa A	..	100	0	0	
Owhatiura South	194	825	0	0	
Okoheriki No. 1D 6B	37	338	0	0	Report of 10th March amended.
" No. 1H North	98	467	1	31	"
" No. 1K North	31	162	1	38	"
Puketawhero A	43	830	0	0	
Rotohokahoka C	188	2,372	0	0	
" C 1	49	50	0	0	Report of 10th March amended.
" C 2	16	50	0	0	"
" D	201	3,300	0	0	
" E	15	50	0	0	Report of 10th March amended.
" F	232	1,620	0	0	
" F No. 1	24	50	0	0	
" F No. 2	11	50	0	0	
Rotomahana-Parekarangi No. 4	..	487	0	0	
Wharenui A	288	1,950	0	0	Report of 10th March amended.
" B	169	340	0	0	"
Whakapoungakau-Pukepoto No. 8	103	555	0	0	"
" No. 14	70	250	0	0	"
Total	..	44,720	3	29	

4. SPECIAL RECOMMENDATIONS.

Name of Block.	Owners.	Area.			Remarks.
		A.	R.	P.	
Tihiotonga	..	1,950	0	0	Ngati-Whakaue portion for a communal farm under special management. (See report.)

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APPENDIX.

THIS DEED made the day of 190 between the Native proprietors whose names are set forth in the First Schedule hereto in respect of the blocks of land specified in the Second Schedule hereto (hereinafter called "the said lands") of the one part and Hone Mariana, Kinihori Te Hira, and Pera Mariana all of Matata in the Provincial District of Auckland aboriginal Natives of New Zealand (hereinafter called "the lessees") of the other part.

Whereas an arrangement between the Native proprietors and the lessees has been made for certain easements and rights over the said lands including the rights to fell and remove timber in and upon the said lands And whereas Sir Robert Stout and Apirana Turupa Ngata the Commissioners appointed by His Excellency the Governor by Order in Council dated the 21st day of January 1907 to inquire into question of Native lands and Native-land tenure duly ascertained at a sitting of the Commission held at Rotorua on the day of January 1908 that the assent of the said Native proprietors and each of them had been given to the terms of the arrangement as aforesaid with the lessees And whereas His Excellency the Governor in terms of section 12 of "The Thermal Springs Districts Act 1881" has by writing under his hand authorised to sign this deed and any other necessary deed on behalf of the Native proprietors in order to vest in the lessees the estate described in this deed:

Now this deed witnesseth that the said Native proprietors (hereinafter called "the lessors") and the said for and on behalf of the lessors in pursuance of the terms of the arrangement made between the lessors and the lessees and under and by virtue of the authority from His Excellency the Governor as aforesaid do hereby lease give and grant unto the lessees the whole of the marketable timber green and dry now standing or being in or upon the said lands for a period or term of twenty-one years from the day of 190 subject to the following terms covenants conditions and restrictions:—

1. The lessees will pay to the lessors for the said timber after it had been cut and taken to the mill-skids the sum of 6d. per 100 superficial feet (hereinafter called "the royalty") and the timber shall include rimu, totara, matai, kahikatea, miro, tawa, rata, rewarewa, puriri, hinau, and mangeao. In computing the measurements of the timber 4 in. bark measurement will be deducted and the measurements made at the mill-skids. All knots, burghs, shakes, rind-galls, inlet-bark, or any other defects will be docked in the usual manner in computing the measurements. If the measurements of any logs are disputed such logs will be put through the mill and the superficial measurements taken when they are cut up.

2. The lessees will pay the royalty to the lessors at the end of every three months computed from the time the lessees commenced to fell and cut timber on the said lands. The royalty will be apportioned in respect of each block of land mentioned in the Second Schedule according to the amount of timber taken from each block by the lessees. The total amount of royalty payable by the lessees to the lessors in respect of the said lands shall not be less for any year than the sum of £150. Provided however that this last-written condition shall not operate during the first eighteen months from the commencement of the term of lease hereby granted in consequence of that time being required by the lessees principally for the construction of their mill and the tramways in and from the said lands. Provided also that whereas there are several proprietors in each block of land that are not proprietors in the other block of land should the lessees pay royalty as aforesaid in respect of only one block during any one year they the lessees will pay by way of compensation the sum of £10 in respect of the other block whereon no royalty has been paid by the lessees to be divided *pro rata* amongst those proprietors who are not proprietors in the block whereon no royalty has been paid.

3. The lessors will appoint a person to keep account of the measurements of timber at the skids and such person shall produce from time to time the accounts so kept by him to the lessees or their clerk at the mill-office and at such office the accounts shall be compared and all errors or misunderstandings shall be settled in a manner satisfactory to all parties concerned.

4. All work required by the lessees to be done outside of milling-work in connection with the felling of the timber and the like will be given to the lessors whenever there may be any of them ready and willing to do the same in a satisfactory and workmanlike manner and only when there is an insufficient number of them to do the work required or when the work is not done satisfactorily and workmanlike will the lessees employ others than the owners for the work as aforesaid.

5. All payments for work done as set forth in the last preceding clause shall be made on the 15th day of the next succeeding month to the one when the timber has been taken and measured. The payment for work done shall be at the rate of 1s. per 100 superficial feet and shall be estimated on the logs when the workers have hewn them cut them into lengths and placed them on the bush-skids ready to be drawn to the mill. Provided however that the logs will not be required to be taken by the workmen in the absence of any special arrangement more than 20 chains from the place of felling towards the tram-line.

6. The lessees will be at liberty at all times to enter upon the said lands or any part thereof by their servants contractors workmen and agents and with their horses and bullocks and remove the timber therefrom in such quantities and lengths and in such manner as they shall think fit.

7. The lessees shall have the sole and exclusive right to construct lay remove take up or relay any tramways and to make roads skids rolling-roads and other ways and to make and construct culverts bridges dams and creeks flumes waterways and such other work as they shall think fit for the purpose of removing the timbers as aforesaid and incidental thereto. The lessees will be entitled to fell and use free of charge trees or timber for making or constructing any such roads tramways or other works incidental to the removal of such timber.

8. The lessors and the said by virtue of their authority as aforesaid will let and the lessees will take on lease a piece of land within the said lands to be selected by the lessees not more than 30 acres in area for the purpose of a mill-site at the yearly rental of £5 payable yearly in advance for the said period or term of twenty-one years hereinbefore granted, and the lessees

may remove their mill and plant or any part thereof to any other part of the said lands if in their opinion by so doing they can get nearer to the localities where the timber-supply they require is standing or lying.

9. The lessees shall have the right upon the expiration or sooner determination of these premises to remove the mill and machinery and all buildings erected thereon provided however that the lessors shall have the option before removal of purchasing any of the buildings at valuation. If the lessees work out the bush on both blocks of land before the expiration of the term hereinbefore mentioned this deed shall become null and void and the lands shall revert absolutely to the lessors.

10. No fires shall be lit by any person or his servants agents or workmen without the consent of both lessors and lessees provided however that such consent shall not be unreasonably withheld or without good cause assigned by the party so refusing to consent.

11. The lessees will pay a half-share of any rates or taxes levied on those parts of the lands whereon they hold timber rights under these premises.

12. The lessees will cut the timber on the said lands in a systematic manner and will take the land in sections of reasonable area and complete one section before commencing another. Upon a section of the land being completed by the lessees and all the trees required by them being felled and removed the lessees will hand over such section of land to the lessors in order that the lessors if they so desire may utilise the land so stripped of marketable timber for their own purposes. If any dispute shall arise between the parties as to whether the lessees should hand over a section of land to the lessors and as to whether such section has been worked out by the lessees or not such dispute shall be referred for settlement to the President of the Waiariki Maori Land Board whose decision will be final and binding upon the parties.

13. The lessees shall not assign underlet or part with the possession of their interests or any part thereof under this deed of lease to any European or Europeans for the first four years of the term without the consent in writing first had and obtained of His Excellency the Governor provided however that the lessees may mortgage their buildings plant and machinery to any European if they find it necessary to borrow money to assist them in their milling industry.

14. The lessors will forthwith at their own expense have a proper survey made of the said blocks of land whereupon the lessees at their own expense will have the bush lands surveyed. If the lessors are unable to pay for the cost of their survey then the lessees will pay same and deduct the amount so paid by them out of the royalty moneys of the lessors.

15. All disputes arising between the parties hereto other than the dispute provided for by clause 12 hereof or any misunderstandings or disagreements in connection with these premises or the work shall be referred to two arbitrators one to be appointed by the lessors and the other by the lessees or their umpire in conformity with the provisions of "The Arbitration Act 1890" and its amendments and the award of such arbitrators or their umpire shall be final and binding on both parties hereto.

16. If the royalty hereby reserved shall be in arrear for one month the same may be levied by distress. If the said royalty or any part thereof shall be in arrear and unpaid for the space of two months after any of the days hereinbefore appointed for the payment of same or if there shall be a breach by the lessees of any of the covenants conditions or restrictions herein contained or implied being continued for the space of one month after notice in writing stating the nature of such breach shall have been given to the lessees by the lessors it shall be lawful for the lessors to enter upon the said lands and thereby determine this deed of lease and that without releasing the lessees from their liability in respect of any royalty due or of any preceding breach of covenant or condition.

17. The term "lessors" shall bind the Native proprietors their heirs and successors and the term "lessees" shall bind the successors and assigns of the said Hone Mariana, Kihihori Te Hira, and Pera Mariana.

In witness whereof the said _____ have hereunto subscribed their names the day and year first above written.

FIRST SCHEDULE.

Native Proprietors in Tautara Block.

[Here follows list of names.]

Native Proprietors in Rotoma No. 1 Block.

[Here follows list of names.]

SECOND SCHEDULE.

All that piece or parcel of land called Tautara Block containing by admeasurement acres more or less situated in the Rotoma Survey District and delineated on the plan drawn hereon edged green.

All that piece or parcel of land called Rotoma No. 1 Block containing by admeasurement acres more or less situated in the Rotoma Survey District and delineated on the plan drawn hereon edged green.

Signed by the said _____ }
in the presence of— }
Signed &c. (with usual Native attestation) }

[Here follow the two plans.]

[Here follows the certified translation.]



