

COPY

# MEMORANDUM OF LEASE

(Under Part XXIII of the Maori Affairs Act 1953)

Whereas the persons whose names are set out in the Certificate of Title (Provisional Register) hereinafter mentioned (herein after called "the Lessors") are registered as proprietors of an estate in fee simple as tenants in common in unequal shares subject however to such encumbrances liens and interests as are notified by memoranda underwritten or endorsed hereon in all that piece of land situated in the Land District of Pouarua Bay

containing 174 acres -- roods and 29.1 perches to the same a little more or less being part of the Whakapaupakihī No. 1 Block and being the balance of the land in Provisional Register Volume 13A Folio 98 Gisborne Registry

70.9062/1.4



By virtue of Part VIII of the Maori Affairs Act, 1953, and Section 23 of the Public Works Act, 1951, the Office of Gisborne, County of Gisborne, No. 473003

And whereas the said land is Maori Freehold land or European land owned by Maoris **And whereas** at a meeting of the assembled owners of the said land held at Copotiki on the 14 day of September 1962 at which meeting at least three persons entitled to vote were present during the whole time of such meeting the said owners by resolution duly passed in accordance with law agreed to the alienation hereinafter appearing and such resolution was duly confirmed as by law required **And whereas the Maori Trustee** is duly authorised to execute this instrument of alienation as agent of the owners under Part XXIII of the Maori Affairs Act 1953 **And whereas** all statutory declarations required to be made all notices required to be given all steps matters or things required to be taken or done and all times required to elapse have been so made given taken done or elapsed so as to empower the execution of these presents **Now therefore** the Maori Trustee by virtue of the powers conferred upon him by statute and any other power him enabling doth hereby execute these presents as agent of the owners for the time being and as such agent **DOETH HEREBY LEASE AND CONFIRM** unto the Proprietors of the Mangata Nos. 1, 2, 3 and 4 Blocks (Incorporated) duly constituted (hereinafter with his ~~its~~ successors and assigns referred to as "the Lessee") all the said land to be held by

the Lessee as tenant for the term of 24 years from and including the 31st day of July 1963 yielding and paying therefor:



and during the first 24 years of the said term the yearly rental of 2260. 6. 6. and during the next 24 years of the said term a yearly rental calculated on the basis of 10 pounds per centum of the capital value of the said land according to the Special Government valuation of the said land to be made at the expense of the lessee in the month of July 1964.

~~Provided that such rent shall be not less than the rent received for the preceding 24 years subject to the following covenants conditions and restrictions.~~

AND THE LESSEE DOETH HEREBY COVENANT WITH THE LESSORS AS FOLLOWS:

1. That the Lessee will pay the rent hereby reserved by equal half-yearly instalments in advance on the 31st day of the months of January and July in each and every year free of exchange at the office of the Maori Trustee at Gisborne or such other place or places as the Maori Trustee may from time to time direct and will at the same time pay a further sum equal to six per centum of the amount of the half-yearly rental which amount shall be retained by the Maori Trustee as his commission, for payment to the owners of the rent due to them.
2. The Lessee will during the said term and as and when the same shall become due and payable duly and punctually pay and discharge all rates taxes charges (including electric light and power charges) and assessments (other than Landlord's Land tax) which during the said term may be rated, taxed, charged, assessed or made payable in respect of the said land (all such rates charges and assessments in respect of the first and last years of the said term being apportioned between the parties and the Lessee will pay ~~his~~ its proportion thereof whether or not the same shall be due and payable before the commencement or after the termination of the term hereby created).
3. That the Lessee and ~~his~~ its successors in title respectively shall not assign sublet or part with the possession of the land hereby demised or any part thereof without the consent of the Maori Trustee in writing first had and obtained **Provided** that such consent shall not be unreasonably or arbitrarily withheld in the case of a reputable and solvent assignee sub-tenant or under-lessee.
4. That the Lessee will within two years of the commencement of the term of the within lease erect and put upon the boundaries of the land herein demised or upon such boundaries upon which no substantial fence exists a "sufficient fence" within the meaning of the Fencing Act 1908.
5. That the Lessee will at all times during the continuance of the said term repair and keep and maintain in good and substantial repair all buildings and other erections fences gates hedges culverts dams drains crossings fixtures stockyards and every description of improvements now or hereafter standing or being upon or growing on the hereby demised land and will renew all such parts thereof as shall become decayed or unserviceable and will at the end or sooner determination of the said term yield up the same in like good order and condition and the Lessee will during the said term and at intervals of not more than five years or if and when required so to do by the Maori Trustee paint in a workmanlike manner all the outside (including the roof) woodwork and ironwork of all buildings now or hereafter to be erected upon the land hereby demised with two coats of proper oil colour or synthetic paint suitable for use in the locality.



6. That the Lessee will insure and keep insured to the full insurable value thereof all buildings of an insurable nature for the time being erected upon the demised land in the name of the Lessors or as the Maori Trustee shall direct in some responsible insurance office in New Zealand to be approved by the Maori Trustee and in the event of the said buildings or any of them being destroyed or damaged by fire (but subject always to the prior rights of any mortgagee of the said land) all moneys received by the Lessors under and by virtue of any such insurances shall forthwith be expended by the Lessors in reinstating or repairing the building or buildings so destroyed or damaged provided always that the Lessors shall in no event be bound to expend in reinstating or repairing such buildings or building any greater amount than that received by them as the proceeds of such insurance.

7. That the Lessee will subject to any express modifications of this clause hereinafter contained lay down the said land in good English grasses within five years of the commencement hereof and will during the term cultivate use and manage all such parts of the said land as now are or shall hereafter be broken up and converted into tillage in a proper and husbandlike manner and will not impoverish or waste the same but will keep the same in good heart and condition and will at the end or sooner determination of the term leave all of the said land laid down in good permanent English grasses and clovers of the descriptions and proportions usually sown in the district and suitable for the land.

8. That the Lessee will use the most approved modern methods to suppress and eradicate all noxious weeds and plants that are such by law from time to time in the district in which the said land is situate growing on the said land or upon the near half of any adjoining road and will grub up and destroy all gorse growing as aforesaid otherwise than in or upon the true line of fence without contribution from the Lessors and will duly and punctually comply with all directions of the Lessors and the Maori Trustee as to the methods to be used or otherwise and also with all the provisions of the Noxious Weeds Act 1950 and all amendments thereof and regulations made thereunder respectively provided always that the Lessee shall have no claim against the Lessors in respect of reasonable expenses mentioned in section 10 of the said Act and the Lessee shall indemnify the Lessors against all and any contribution or contributions costs charges and expenses which the Lessors may be called upon or compelled to pay under the said Act.

9. That the Lessee will at least once in every year of the said term clean and open all ditches drains and watercourses on the said land and will keep the same clear and unobstructed at all times during the continuance of the said term.

10. That the Lessee will not at any time during the term hereby created overstock the said land and will not during the last year of the said term depasture upon the said land a greater number of stock than he shall have had depasturing upon the said land during the previous 12 months of the said term.

11. That the Lessee will while using the said land as a dairy farm in all respects comply with all the provisions of the Dairy Industry Act 1952 and its amendments and every Act that may hereafter be passed in amendment thereof or in substitution thereof and all the rules and regulations made or to be made thereunder so far as the same relate to the demised premises and under no circumstances shall the Lessors be liable to pay or to contribute to expenditure by the Lessee on buildings or other improvements upon the demised premises notwithstanding the provisions of section 3 of the said Act or of any Act that may be passed in amendment thereof or in substitution thereof.

12. That the Lessee will not at any time during the continuance of the term hereby created without the written consent of the Maori Trustee first had and obtained request or permit any electric power Board to install any motor electric wires electric lamps or other electrical fittings or equipment on or about the premises hereby demised or to do or cause or permit to be done any act deed matter or thing whereby any charge under section 119 of the Electric Power Boards Act 1925 or any amendment thereof shall or may be created upon the said premises in respect to the same.

13. That the Lessee will in a husbandlike manner and at the proper season for so doing in each year topdress so much of the land herein demised as shall be laid down in pasture with artificial manure suitable to the nature of the soil and of a quantity normally used in the district.

14. That the Lessee will not during the said term take or permit or suffer to be taken from the said land or any part thereof more than three crops other than grass in successive years and will at the expiration of the said term leave the said land laid down in good permanent English grasses and clovers as provided by clause 7 hereof.

15. That the Lessee will at his ~~15~~ own cost and expense do all things necessary to comply with the provisions of the Rabbits Act 1955 and of any Act or Acts passed in amendment thereof or in substitution thereof and to keep the said land free and clear of rabbits and other noxious vermin and will indemnify the Lessors against all and any contribution or contributions costs charges and expenses which the Lessors may be called upon or compelled to pay under such Act or Acts.

16. That the Lessee will not allow pigs to roam at large over the said land but will at all times keep them in proper pig-proof enclosures not exceeding ~~15~~ acres in extent.

17. That the Lessee will pay all costs and expenses incurred in the preparation and completion of these presents and all costs and expenses incurred by the Lessors in relation to any notice or any proceedings under the provisions of the Property Law Act 1952 and its amendments relating to forfeiture and relief against forfeiture (notwithstanding that, and whatever the means by which, such forfeiture may be avoided).

18. That the Lessee will keep any native bush or shrubbery shelter ornamental or other trees at any time growing upon the said land in good order and condition and will not without the written consent of the Maori Trustee cut down damage or destroy or permit to be cut down damaged or destroyed any of the said native bush shrubbery shelter ornamental or other trees at any time growing on the said land and will use all proper and reasonable means to preserve the same and will not remove or permit to be removed from the said land any fencing posts timber or firewood **Provided however** that the Lessee may use for his ~~15~~ own requirements on the said land for repairing or erecting fences and for firewood any logs or dead timber on the said land.

19. That the Lessee will not call upon or compel the Lessors to contribute to the cost of erecting repairing or maintaining any boundary fence which may now or hereafter be erected between the land hereby demised and any land adjacent thereto of which the Lessors are the owners **Provided always** that this covenant shall not enure for the benefit of any purchaser or Lessee from the Lessors of such adjacent land so as to deprive the said Lessee of any rights he would have (but for this covenant) against the occupier (other than the Lessors) of any adjoining land.

20. That in burning off or lighting fires upon the demised premises the Lessee will in all respects comply with the provisions of the Forest and Rural Fires Act 1955 and will use every care and precaution to prevent fires from spreading to adjoining properties and will indemnify the Lessors against all claims for damages caused by any fire lit by the Lessee or his agents and so spreading as aforesaid and against all contributions costs charges and expenses which the Lessors may be compelled to pay pursuant to the provisions of the said Act or otherwise howsoever.

AND THE LESSORS DO HEREBY COVENANT WITH THE LESSEE AS FOLLOWS:

~~21. That the Lessee shall not improve and observe the covenants and conditions hereinbefore contained and implied shall be entitled on the termination by effluxion of time of the term hereby created (unless a renewed term be created as hereinafter appears and in such case he shall be entitled on the termination by effluxion of time of such renewed term) to such sum by way of compensation as shall be equal to the value of the improvements of the kind more particularly set out in the Schedule hereto which have been effected by the Lessee and which are in existence on the said land at the expiration of the said term or the expiration of such renewed term provided however that in respect of buildings no compensation shall be payable unless the Maori Trustee has previously to the erection thereof approved of the plans and specifications therefor.~~

~~22. That the value of the improvements of the kind more particularly set out in the Schedule hereto which have been effected by the Lessee and which are in existence on the said land at the expiration of the said term or the expiration of such renewed term shall be determined by a special valuation made by the Valuer-General in accordance with the provisions of section 241 of the Maori Affairs Act 1955 and the fee for such valuation shall be borne by the Lessee.~~

23. That when the Lessee proposes to make on the said land any improvement of the kind referred to in clause 21 hereof he shall be entitled to apply to the Maori Trustee to have particulars of the nature of these improvements recorded in the Maori Affairs Department for reference to the Maori Trustee.

24. That on the request of the Lessee by notice in writing to the Maori Trustee made not less than six months nor more than nine months before the expiration of any of the covenants of the part of the Lessee herein contained but not otherwise the Lessors will at the expense of the Lessee grant to him ~~15~~ a lease of the demised premises for a further term of ~~15~~ years from the expiration of the said term the Lessee yielding and paying therefor



Delete if no right of renewal.

(a) For and during the first 24 years of the said term a yearly rental equal to 0.25 per centum of

the capital valuation as ascertained by a special Government valuation to be made at the expense of the Lessee in the month of July 1961, less the value of the improvements effected during the first term and subsisting at the end thereof.

provided that such rental shall be not less than the rental reserved for the last 24 years of the expired term.



of the valuation as ascertained by a special Government valuation at the expense of the Lessee in the month of

such lease to contain the like covenants and provisions as are herein contained excepting this present covenant for renewal.

AND IT IS HEREBY MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

25. The Maori Trustee may at all reasonable times during the continuance of the term hereby created enter upon the said land by any agent officer or servant for the purpose of viewing the state and condition thereof and of the building and erections thereon.

26. That there are hereby excepted and reserved from this demise all milling timber, flax, coal, lignite, stone, clay, kauri-gum and other metals or minerals whatsoever in or upon the land hereby demised, with full power and liberty to the said Lessors their agents, servants, grantees, or licensees to enter upon the said land for the purpose of searching for, working, winning, getting, and carrying away all such milling timber, metals, minerals, and other things so reserved as aforesaid, and for this purpose to make such roads, erect such buildings, sink such shafts, and do all such things as may be necessary: Provided always that the Lessors shall pay a fair compensation to the Lessee for all loss or damage sustained by the Lessee by the exercise of any such powers by the Lessors. The amount of any such compensation shall, in default of agreement, be determined by two arbitrators and in case the arbitrators cannot agree, by their umpire, in accordance with the provisions of the Arbitration Act 1963; and these presents shall for the purpose be deemed to be a submission under that Act.

27. That if the Lessee shall at any time make default in the performance of any of the covenants, conditions, or provisions on the part of the Lessee herein expressed or implied it shall be lawful for the Lessors (without prejudice to any right of re-entry or other right) to perform any such covenant condition or provision on behalf of the Lessee (and if necessary for so doing to enter upon the said premises) and all moneys paid and expenses incurred in so doing and also all costs incurred by the Lessors in connection therewith shall be forthwith repaid to the Lessors by the Lessee together with interest thereon at the rate of ten pounds (£10) per centum per annum and shall be recoverable by distress under the Distress and Replevin Act 1903 or otherwise as if the same were rent in arrear hereby reserved and it shall be lawful for the Lessors or the agent of the Lessors at all times for the purpose aforesaid and for the purpose of viewing the demised premises to enter upon the said premises with such workmen and other persons as the Lessors or the agent of the Lessors shall think fit and to remain there for such time as in the circumstances shall be reasonable and proper.

28. That in case the rent payable hereunder or any part thereof shall be unpaid on any day on which the same ought to be paid and shall remain unpaid for one month thereafter whether the same shall have been lawfully demanded or not or in case the Lessee becomes bankrupt or compounds with or assigns his estate for the benefit of his creditors or in case of the breach non-observance or non-performance by the Lessee of any covenant condition or restriction herein on the Lessee's part contained or implied then and in every such case it shall be lawful for the Lessors forthwith or at any time thereafter without notice or suit other than any notice required to be given by reason of the provisions of section 118 of the Property Act 1952 to enter upon any part of the said demised land in the name of the whole and thereby to determine the estate of the Lessee under these presents but without releasing the Lessee from liability in respect of any breach of any of the said covenants conditions and restrictions.

29. That the covenants powers and conditions implied in leases by the Property Law Act 1952 shall be implied herein except in so far as the same are hereby modified or negated.

30. That any of the terms conditions or provisions of these presents which are not expressly or impliedly contained in or covered by the resolution of the assembled owners passed under the said Part XXIII of the Maori Affairs Act 1953 or the conditions of confirmation thereof as hereinbefore mentioned shall be deemed to be terms conditions and provisions which have been agreed upon between the owners and the Lessee.

31. That no compensation shall be payable to the Lessee in respect of any improvements effected by him upon the said land during the term of the within lease.

Delete if compensation payable.

SCHEDULE

All that piece of land situate in the Land District of Poverty Bay containing 171 acres 0 roods 29.1 perches more or less being part of the Whakapaupakihi 55.1 Block and being the balance of the land in Provisional Register Volume 13A Folio 98 Gisborne Registry.

The Proprietors of the Mangatu Nos. 1, 3 and 4 Blocks (Incorporated) do hereby accept this lease of the above-described land to be held by me as tenant subject to the covenants conditions and restrictions above set forth.

Dated this 28th day of February 1963.

Signed by the Maori Trustee by VICTOR HOLST acting for the Maori Trustee pursuant to section 9 of the Maori Trustee Act 1953 and sealed with the Maori Trustee's Seal of office in the presence of:

The Maori Trustee by [Signature] acting for the Maori Trustee pursuant to section 9 of the Maori Trustee Act 1953.



Signature: [Signature] Occupation: [Signature] Address: [Signature] THE COMMON SEAL of The Proprietors of the Mangatu Nos. 1, 3 and 4 Blocks (Incorporated) as Lessee in the presence of: Signature: [Signature] Occupation: [Signature] Address: [Signature]

Lessee

M.A. 712

affirming of the above seal.