

## No. 1.

CIRCULAR No. 597, from the UNDER-SECRETARY FOR LANDS to all COMMISSIONERS OF CROWN LANDS.

Department of Lands and Survey,  
Wellington, 21st October, 1903.

To all Commissioners of Crown Lands.

A PETITION to the House of Representatives from some tenants of the Otago School Commissioners, praying that the lands held by the Commissioners should be administered by the Land Board, has been referred to the Government with a request that inquiry be made as to the class of leases granted to tenants in order that some uniform system may be adopted.

The Minister for Lands therefore desires that you will furnish full particulars as to the terms and conditions regarding improvements and covenants inserted in leases granted by the School Commissioners in your district.

WM. C. KENSINGTON, Under-Secretary.

## No. 2.

The COMMISSIONER OF CROWN LANDS, Auckland, to the UNDER-SECRETARY FOR LANDS.

Department of Lands and Survey,  
District Office, Auckland, 4th November, 1903.

To the Under-Secretary for Lands, Wellington.

IN reply to your Circular, No. 597, of the 21st ultimo, I beg to forward copy of conditions of leasing educational reserves, and also copy of lease issued by the School Commissioners of the Auckland Land District.

G. MUELLER,  
Commissioner of Crown Lands.

## EDUCATION RESERVES, PROVINCIAL DISTRICT OF AUCKLAND.

*General Conditions for Lease of Country Lands.*

CONDITIONS of Lease for the term of \_\_\_\_\_ years of Lands situated in the Provincial District of Auckland, being Education Reserves vested in the School Commissioners for the Auckland Provincial District (hereinafter called "the Commissioners"), as the said Lands are described in the Schedule herewith.

1. THE said leases shall be sold by public tender in the manner hereinafter written.
2. The tenders shall be delivered and left at the office of the Commissioners at Auckland, before noon on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.
3. Every tender shall be addressed to "The School Commissioners for the Auckland Provincial District, Auckland," and shall be indorsed distinctly on the envelope with the words "Tender for Lease of Reserve."
4. Each tenderer shall enclose with his tender a cash deposit equal to half a year's rent at the price offered by him, and, in addition to such deposit, shall enclose the sum of £2 2s. for a lease and a counterpart thereof of the premises tendered for by him. The said deposits shall become absolutely forfeited to the Commissioners in the event of the tenderer failing or refusing to execute the counterpart lease as hereinafter prescribed when called upon to do so.
5. The successful tenderer shall receive notice of the acceptance of his tender, which notice shall be signed by the Secretary of the Commissioners, and shall be posted to his usual address, and shall be entitled (subject to the conditions hereinafter set forth) to possession of the premises tendered for by him from the date of the notice declaring the acceptance of his tender as aforesaid: And the term of his tenancy shall be taken to commence and shall be computed from the date of the said notice.
6. The reserves offered for lease are believed to be correctly described as to the area of land contained in such reserves; but, in the event of any error being hereafter discovered therein, such misdescription shall not avail to annul the contract for the lease of such reserve, nor shall the successful tenderer or lessee be entitled to recover any damages from the Commissioners in respect thereof: Provided, however, that should any such discrepancies prove to be considerable in amount, the successful tenderer shall be entitled to a proportionate reduction in the annual rental offered by him.
7. The Commissioner shall not be compelled to accept the highest or any of the tenders sent in for any of the reserves, but may, at any time previous to the notice of the acceptance hereinbefore mentioned having been given to the tenderer, withdraw any of the said reserves from competition, and may at any subsequent time offer the same for competition again.
8. The tenderers shall execute a lease and a counterpart thereof containing the under-mentioned and all other usual or necessary conditions and provisions for securing the observance of the covenants upon which the lease is granted, and shall pay all costs of preparation and stamping and registration of such lease and counterpart.
9. Every lease and the counterpart thereof shall be prepared by the Commissioners' solicitor, and shall be executed under the common seal of the Commissioners and by the lessee, and if the lessee shall fail, neglect, or refuse to sign the lease and counterpart thereof upon the same being tendered to him for signature within six months of the day of sale his deposit and half-year's rent hereinbefore prescribed shall become absolutely forfeited to the Commissioners, and the Commissioners may thereupon avoid the sale of the said lease, and offer the same premises for lease