

again either by public auction or tender; and any deficiency arising from such resale, as also all costs occasioned thereby, may be recovered from the defaulter as liquidated damages at the suit of the Commissioners, or the Commissioners may proceed against the said defaulter for the specific performance of his contract.

Provisions of Lease.

1. The term of lease of the undermentioned reserves shall be _____ years from the day of the date of the acceptance by the Commissioners of the tender for the lease thereof.

2. The rent shall be payable half-yearly in advance in case such rental shall not exceed £20 per annum, and quarterly in advance in case such rental shall amount to more than £20 per annum. The lessee shall pay the rent or cause it to be paid at the office of the Commissioners, Auckland.

3. The lessee shall pay all rates, taxes, and assessments of whatever kind payable or leviable in respect of the premises leased to him or agreed so to be. And in the event of the lessee erecting a dwellinghouse or other buildings upon the said premises of a greater value than £100, he shall be bound forthwith to insure and keep insured in the joint names of himself and the Commissioners or their assigns in a sum equal to two-thirds of the value of such buildings. And in the event of the said buildings being destroyed or injured by fire, the said insurance money shall forthwith be used to rebuild or reinstate in the former position the buildings so destroyed or injured. And in case the lessee shall at any time fail or neglect to effect or keep on foot the said insurance, the Commissioners shall be at liberty to pay all premiums due upon the same and to recover the amounts so paid by them, together with the interest upon the same, at the rate of £10 per centum per annum, in all respects in the same manner as if the same were rent in arrear.

4. The lessee shall be at liberty to cut, fell, clear off, and carry away any of the timber standing upon any part of the said premises for the purpose of clearing the said land for cultivation, and shall be at liberty to use any part of the said timber for fencing or other purposes connected with the occupation and cultivation of the said land, but not for sale. The lessee shall not remove any of the timber standing upon the said premises for any purpose whatsoever without having first obtained the express permission in writing of the Commissioners so to do.

5. The lessee shall not be at liberty to assign, underlet, or part with the possession of the premises, or any part thereof, for the whole or any part of the term, without the written consent of the Commissioners.

6. In the event of any mine or quarry being found upon the demised premises during the term of the lease, the Commissioners or their assigns shall have the exclusive privilege and right to work and utilise the same for their own benefit, and for that purpose may at all times with all necessary workmen and servants enter into and upon the demised premises, and shall be allowed ingress, egress, and regress to and from such land, but not more than shall be necessary for the purpose of mining and for purposes incidental thereto.

7. In the event of the lessee laying down permanent pasture upon any part of the said land he shall, on the termination of the lease, leave the same laid down in good clean grass and clover of two years' growth at least.

8. The lessee shall keep all buildings and fences standing upon and around the demised premises, or erected by him thereon, in good and sufficient repair, ordinary tear and wear alone excepted, and shall keep clean and scoured all ditches and watercourses thereupon.

9. The Commissioners or their agent may at all reasonable times enter into and upon the demised premises and view the state and condition thereof, and may serve a notice upon the lessee either personally or by leaving the same at his last known place of abode or on the said demised premises requiring him to repair the same within a reasonable time; and in case the lessee shall not comply with such notice within one calendar month after service thereof, or if the rent shall be in arrear and unpaid for three calendar months after any of the days appointed for the payment thereof, or in case of the breach of any of the covenants, conditions, or agreements, implied or expressed in the lease, the Commissioners may re-enter on the premises or any part thereof and retake possession thereof and remove all persons found in possession thereof in the same manner as if judgment in an action of ejectment had been recovered against the lessee and a writ of possession issued without being liable to any action of trespass or otherwise.

10. The Commissioners may at any time during the currency of a lease take and use for purposes of a school-site an area not exceeding 5 acres upon allowing the lessee a proportionate reduction on the amount of his annual rent: Provided that such area shall not be occupied by any buildings, and also that if such area shall be under crop or cultivation reasonable compensation, to be fixed by arbitration if the parties do not agree, shall be paid by the Commissioners to the lessee.

11. The lessee shall be bound peaceably and quietly to give up possession of the premises at the expiration of the term, and to leave the same in good order and condition.

12. In all cases in which the lessee shall cultivate the premises or any part thereof, he shall do so in a proper and husbandmanlike manner, and so as not unduly to impoverish the soil.

13. All external boundary-fences erected by the lessee upon the demised premises shall be erected of such materials and in such manner as is declared necessary to constitute a legal fence within the meaning of the Act or Acts for the time being in force within the Provincial District of Auckland; and all such boundary-fences as shall be erected during the continuance of the lease shall be maintained and handed over to the Commissioners or their assigns at the expiry of the lease in good repair and condition, ordinary tear and wear excepted.

14. The lessee shall hold the Commissioners indemnified for any cost of fencing to which the said Commissioners might, as owner of the demised premises, be legally liable during the continuance of the lease, and shall from time to time pay all lawful demands in respect thereof, whenever such demands shall be duly made.