

20. In the foregoing memorandum of lease the word "buildings" shall be deemed to mean buildings constructed of durable material, and "improvements" shall be deemed to mean reclamation from swamps, planting with trees or live hedges, fencing, draining, making roads, sinking wells or water-tanks, constructing water-races, sheep-dips, making embankments or protective works of any kind: Provided always that, notwithstanding anything herein contained, nothing shall be considered an improvement which does not add to the value of the said lands.

21. That in case the rent hereby reserved, or any part thereof, shall be in arrear or unpaid for the space of one calendar month after any of the days hereinbefore appointed for payment thereof, whether the same shall have been legally demanded or not, or if breach shall be made in the observance or performance of any of the covenants, conditions, or agreements on the part of the lessee herein expressed or implied, then and in any such case it shall be lawful for the lessors forthwith, or at any time or times thereafter, to re-enter and take possession of the lands hereby leased, and determine the estate and interest of the lessee therein, and that without discharging the lessee from liability for rent due or accruing due or for any previous breach of covenant. And, lastly, that, except that the same are herein expressly modified or negatived, all powers, provisos, conditions, and agreements implied in leases by "The Land Transfer Act, 1885," and by "The Public Bodies' Powers Act, 1887," or any amendment or amendments thereof, shall be herein implied.

22. The lessors shall be entitled at any time during the term hereby created to retake possession of any part not exceeding 5 acres of the land hereby demised, for the purpose of a school-site, upon giving the lessee three months' notice of such intention, accompanied by a plan of the land to be resumed. Upon the expiration of the said three months after such notice shall have been given, the land specified on such plan shall revert in the lessors, and the annual rent shall thenceforth be diminished by an amount bearing the same proportion to the total rent that the land resumed bears to the whole area demised. The lessee shall be entitled to compensation for all improvements on the land so resumed, and for standing crops, and the lessee shall and will on demand execute a surrender of such part so taken as aforesaid.

, of , do hereby accept this lease of the above-described lands to be held by as tenant and subject to the conditions, restrictions, and covenants above set forth.
Dated this day of , one thousand nine hundred and .
The seal of the School Commissioners for the Wellington Provincial District was hereto affixed in my presence pursuant to a resolution of the Commissioners passed on the day of , 19 .

, Lessors.
, Lessee .

Signed by the above-named , as lessee , this day of , 19 , in the presence of—

MEMORANDUM OF LEASE.—TOWN LEASE.

THE School Commissioners for the Wellington Provincial District (hereinafter called "the lessors"), being registered as proprietors of an estate of fee-simple in possession, subject, however, to such encumbrances, liens, and interests as are notified by memorandum underwritten or indorsed hereon, in that piece of land situated in the of , containing , be the same a little more or less, do hereby lease to , of , all the said lands to be held by the said (hereinafter called "the lessee ") as tenant for the space of years, to be computed from the day of , at the yearly rental of , payable without demand at the offices of the lessors, Wellington, by equal half-yearly payments in advance on the day of the months of in each year, clear of all deductions or abatements thereout on any account whatsoever, subject to the following covenants, conditions, and restrictions:—

1. That the lessee will at all times during the said term pay all rates, taxes, charges, assessments, and outgoings whatsoever payable in respect of the said lands, whether the same shall by law or custom be payable by landlord or tenant.

2. That the lessee will repair and at all times during the said term keep all party and other walls, buildings, erections, drains, and fences now erected, or hereafter during the continuance of the said term to be erected, or made upon or around the said lands in good substantial repair, and will keep such buildings well and efficiently painted, cleansed, and maintained in every respect; and will properly clear and keep clear from weed and keep open all creeks, drains, ditches, and watercourses; and will, during every second year of the said term, trim, and at all times during the said term keep trimmed, all growing or live hedges which may be on or around the said lands or on any boundary thereof; and so yield and deliver up the same to the lessors at the expiration or other sooner determination of the said term.

3. That the lessee will not without leave assign or sublet.

4. That the lessee will free and keep free the said land from gorse, briar, cotton-bush, broom, manuka, and other noxious shrubs.

5. That the lessee will not use or remove any gravel on or from the said lands.

6. That the lessee , and his and their under-lessees and under-tenants, shall not nor will at any time or times call upon the lessors to join in or contribute towards the erection or maintenance of any fences, and will keep in good repair and condition all footpaths, and will bear and perform all other burdens and duties in any way incumbent upon the owner or occupier of the said lands.

7. That the lessee shall not carry on or engage in any noxious, noisome, or offensive trade or business upon the said lands or any part thereof which may be a nuisance to the neighbourhood.

8. That the lessee shall not erect more than one dwellinghouse on any one lot, nor cut up nor subdivide the allotments into lanes or streets or in any other manner, without having first obtained the consent in writing of the lessors.