

reserved, or any part thereof respectively, by such means and in such manner as the lessors shall think necessary, and for those purposes or any of them to erect buildings and machinery on and to enter on the said lands or any part thereof and to occupy such part thereof as shall be necessary. And the lessee doth hereby covenant with the lessors as follows, that is to say:—

1. That the lessee will pay the rent hereby reserved on the days aforesaid at the office of the lessors, at Dunedin, in the Provincial District of Otago aforesaid, or at such other place in Otago as the lessors shall from time to time appoint.

2. That the lessee will bear and pay all existing and future rates, taxes, charges, assessments, or impositions whatsoever now or hereafter payable in respect of the said lands or any improvements thereon, whether by landlord or tenant, and also the cost of the construction and repair of all fences now or hereafter on or around the said lands, and will bear and perform all other burdens or duties in any way incumbent on the owner or occupier of the said lands.

3. That the lessee will, within one year from the commencement of the said term (if the said lands are not already fenced), commence to fence in the said lands with a sufficient fence within the meaning of the laws for the time being in force relating to fencing, and shall thenceforth proceed continuously with the construction of the said fence so that the said lands shall, seven years at least before the expiration of the said term, be completely enclosed with such fence.

4. That the lessee will at all times keep the boundary and subdivision fences and gates now or hereafter erected on or around the said lands in good and substantial repair and condition.

5. That the lessee will keep all drains, ditches, watercourses, culverts, and outfalls on the said lands, or on any boundary thereof, in good and substantial repair and condition, and also thoroughly cleansed, and the said ditches at their lowest possible level, and in particular will cleanse the same once at least in every year.

6. That the lessee will once at least in every year, and not later than the 31st day of October, properly trim, and at all times keep properly trimmed, all growing or live hedges now or hereafter on or around the said lands or on any boundary thereof.

7. That the lessee will keep the said lands free from noxious weeds of every description, and in particular will eradicate from the said lands and any roads adjoining the same all gorse, sweet-briar, or broom now or hereafter existing thereon.

8. That the lessee will commence to cultivate the said lands within one year from the commencement of the said term, and will thenceforth proceed continuously to bring under cultivation, so far as practicable and the nature of the land admits, the whole of the said lands, so that the same shall, five years at least before the expiration of the said term, be brought under cultivation, and will carry on such cultivation according to the usual rules of good husbandry in the district, and in particular will not take more than three crops in succession out of any part of the said lands; and that if the lessee shall take three crops in succession out of any part of the said lands, one of such crops shall be a green crop, and after such three crops shall have been so taken in succession will sow down in grass the land so cropped, and permit the same to remain in pasture for a period of at least four years, and a crop of grass-seed shall be deemed to be a white crop for the purposes of this clause.

9. That the lessee will, at the expiration by effluxion of time or other sooner determination of the said term, leave so much of the said lands as shall at any time previously have been broken up, excepting those parts thereof occupied as a garden or orchard, sown down in a good and husbandmanlike manner with good and sound grass and clover seeds of such descriptions and proportions as shall, prior to the sowing-down thereof, have been approved of by the lessors or their agent.

10. That if the lessee shall make default in the payment of the said rent, or any part thereof, the lessee will pay unto the lessors interest on all rent so in arrear, from the day on which the same ought to have been paid until the actual payment thereof, at the rate of £8 per centum per annum, and such interest shall be paid at the times and place appointed for payment of the said rent; and in case of non-payment of the said interest, or of any part thereof, the lessors may recover the same by action or distress or in any other lawful way in like manner as if the same were rent in arrear, but this covenant shall not in any wise prejudice or affect the other rights or remedies of the lessors hereunder.

11. That the lessee will at the expiration of the said term leave on the said lands all straw and manure grown or made respectively thereon during the last year of the said term.

12. That the lessee will not assign, sublet, or in any way part with the possession of the said lands or any part thereof, or encumber the interest of the lessee therein, without the previous written consent of the lessors.

And it is hereby agreed and declared by and between the lessors and the lessee as follows: That, notwithstanding anything to the contrary herein contained, the lessee may at any time during the said term take out of the said lands such coal, lignite, limestone, and building material as the lessee may require for the lessee's own use on the said lands. And also that, three calendar months previous to the expiration by effluxion of time of the term hereby granted, the value of all buildings, fixtures, and fencing then on the said lands shall be ascertained and determined in case of dispute by arbitration in manner hereinafter provided; and that, unless a renewed lease of the said lands shall be granted to the lessee in the manner hereinafter provided, the lessee shall be entitled to receive the amount of the value of such buildings, fixtures, and fencing so ascertained and determined as aforesaid from the incoming tenant of the said lands. And the lessors shall not allow any person to whom the lessors may let the said lands or any part thereof to enter into possession thereof unless and until such person shall pay to the lessee, or secure to the satisfaction of the lessee, the amount of the value of such buildings, fixtures, and fencing as aforesaid: Provided always, and it is hereby expressly agreed and declared, that if and whenever default shall be made in payment of the said rent or any part thereof for six calendar months (whether any formal or legal demand shall have been made for payment thereof or not),