

respect of this lease in so far as the same are or may be inconsistent with the modifications hereby made or the covenants, powers, or provisions herein expressed.

I [We] , of , in the Provincial District of Otago, in the Colony of New Zealand, , do hereby accept this lease of the above-described lands to be held by as tenant , and subject to the conditions, restrictions, exceptions, reservations, and covenants above set forth and herein implied.

Dated this day of , one thousand

The Common Seal of the School Commissioners for the Otago Provincial District (as lessors) was hereunto affixed in the presence of—

, School Commissioners for the Otago Provincial District,
Lessors.

, Lessee .

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

[Signature, Occupation, and Address of Witness.]

The Schedule before referred to.

All that parcel of land situate in the of , in the Provincial District of Otago aforesaid, containing , be the same a little more or less, being of the land included in certificate of title whereof the duplicate is recorded in Vol. , folio , of the Register-books of the Land Transfer Office at , and being section numbered .

MEMORANDUM OF LEASE.

THE School Commissioners for the Otago Provincial District (hereinafter called "the lessors"), being registered as the proprietors of an estate in fee-simple, subject, however, to such encumbrances, liens, and interests as are notified by memorandum underwritten or indorsed hereon, in that piece of land described in the schedule hereto, and having, in exercise of and in compliance with "The Public Bodies' Powers Act, 1887," and "The Public Bodies' Powers Act 1887 Amendment Act, 1891," offered the said piece of land for leasing by public auction, and and , of , in the Provincial District of Otago, in the Colony of New Zealand, (hereinafter called "the lessees"), having become the purchasers of a lease of the said piece of land for the term, at the rent, and upon the terms, conditions, restrictions, exceptions, reservations, and covenants hereinafter appearing: Now, therefore, the lessors do, in pursuance of the powers conferred on them by the said Acts, hereby lease to the lessees all the said lands (excepting and reserving as is hereinafter excepted and reserved), to be held by the lessees as tenants for the space or term of twenty-one years (hereinafter called "the said term"), computed from the , one thousand , at the yearly rent of , and so in proportion for any less period than a year, payable by equal half-yearly instalments always in advance on the 1st day of and the 1st day of in each year during the said term, subject, nevertheless, to the provisions of "The Mining Act, 1891," and "The Coal-mines Act, 1891," or any amendment or re-enactment thereof respectively, so far as the same may in any way authorise the occupation of the said lands or any part thereof for mining purposes, and subject also to the following covenants, conditions, restrictions, exceptions, and reservations, that is to say: The lessors except and reserve from this demise unto themselves the lessors all mines, metals, minerals, coal, lignite, limestone, slate, and freestone, timber and other trees, wood and underwood, in, under, or upon the said lands, together with full power and free liberty for the lessors and the lessors' agents, servants, tenants, and workmen to dig, search for, get, dress, make merchantable, cut, fell, and carry away, sell, and dispose of the said mines, metals, minerals, coal, lignite, limestone, slate, freestone, timber and other trees, wood and underwood, hereby excepted and 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 lessees do hereby for themselves, and each of them doth hereby for himself, covenant with the lessors as follows, that is to say:—

1. That the lessees 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 lessees 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 erected 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 lessees will, during every second year at least 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 land or on any boundary thereof; and will prevent gorse, sweetbriar, or broom from spreading on the said lands or on any roads adjoining or intersecting the same; and will forthwith eradicate such gorse, sweetbriar, or broom as may have so spread now or at any time during the said term.

4. That the lessees will during the said term keep all fences now or hereafter erected on or around the said lands in good and substantial repair and condition, and so leave and yield up the same at the expiration by effluxion of time or other sooner determination of the said term, ordinary wear-and-tear thereof and damage by fire or other inevitable accident excepted

5. That if the lessees shall make default in the payment of the said rent or any part thereof, the lessees 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