

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.

6. That the lessees will use the lands hereby demised for pastoral purposes only, and accordingly will not break up or plough soil of the said lands or any part thereof, or in any other way alter the character of the said lands, without the previous consent in writing of the lessors: Provided always that the lessors shall be at liberty to cultivate for station purposes only, and not for sale, such reasonable areas as the lessors shall approve of, such cultivation to be in manner following, that is to say: The lessees may take one white crop and one green crop off such land, which shall then be laid down with good and sound grass and clover seeds of the descriptions and proportions usually sown in the district and most suitable for the land; the land shall remain in grass for a period of three years, after which the same process of cultivation may be repeated, but so, nevertheless, that all such cultivation shall be subject to the inspection and approval of the lessors or their agent.

7. That the lessees 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 lessees therein, without the previous written consent of the lessors. And it is hereby agreed and declared by and between the lessors and the lessees as follows: That, notwithstanding anything to the contrary herein contained, the lessees may at any time during the said term take out of the said land such coal, lignite, limestone, and building materials as the lessees may require for the lessees' own use on the said lands, and may also cut and fell timber and other trees, wood and underwood, on the said lands for firewood and fencing on the said lands only. 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, and which, in the case of those built, erected, or fixed by the lessees during the term hereby granted, shall previously to the building, erection, or fixing thereof have been approved of in writing by the lessors, shall be ascertained and determined in case of dispute by arbitration in manner hereinafter provided, and, unless a renewed lease of the said lands shall be granted to the lessees in the manner hereinafter provided, the lessees 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 lessees, or secure to the satisfaction of the lessees, 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 the space of one calendar month (whether any formal or legal demand shall have been made for payment thereof or not), or in the due performance or observance of any of the covenants by the lessees, or conditions, whether positive or negative, herein contained, expressed, or implied, then and in any such case it shall be lawful for the lessors to re-enter into and upon the lands hereby demised, or any part thereof in the name of the whole, and thereby determine the said term; and in case of any such re-entry the lessees shall not be entitled to receive any valuation or sum whatsoever for or in respect of any buildings, fixtures, or fencing on the said lands or any part thereof; and any such re-entry shall in no wise prejudice the right of the lessors to recover any rent then due or payable, or any right of distress, action, or suit that may have arisen under these presents prior to such re-entry: Provided also, and it is hereby agreed and declared, that the lessors may from time to time during the said term resume possession of any part or parts of the said lands which may be required as a site for a public school, or for a road or roads, and that in case possession of any part or parts of the said lands shall be resumed as aforesaid the covenants, powers, provisoes, conditions, and agreements herein contained, expressed, or implied with reference to the whole of the said lands shall, so far as the same may be applicable, continue in force and apply to such part of the same as shall from time to time be left in the possession of the lessees in the same manner as if such part only had been originally included in these presents, but except as aforesaid no such resumption of possession shall affect these presents or anything herein contained. And it is hereby also agreed and declared between and by the lessors and the lessees that if after a lease of the said lands shall have been offered for sale in manner provided by the said Acts, or any statutory modification or re-enactment thereof, no person shall, at the expiration by effluxion of time of the term hereby granted, have become entitled to a lease of the said lands for a further term of twenty-one years from the expiration of the term hereby granted, and containing or to contain the like covenants, agreements, conditions, powers, exceptions, reservations, and provisions as are herein contained, including this present agreement for renewal, then the lessors shall grant to the lessees and the lessees shall accept a renewed lease of the said lands for a further term of twenty-one years from the said expiration of the term hereby granted, at an annual rent determined by arbitration in manner hereinafter provided, and such renewed lease shall contain the like covenants, agreements, conditions, powers, exceptions, reservations, and provisions as are contained in these presents, including this present agreement for renewal and all clauses auxiliary or incidental thereto: Provided always, and it is hereby also agreed, that if the lessees shall assign, surrender, and release unto the lessors all claims of the lessees to the payment of valuation or other money for or in respect of all such buildings, fixtures, and fencing as aforesaid, and release the lessors from all other the rights of the lessees hereunder, the lessees shall thereupon stand and be freed and discharged from the liability to accept any such renewed lease as aforesaid; and it is hereby also agreed between the lessors and the lessees that if any difference shall during the said term arise between the lessors and the lessees as to the boundary of the lands hereby demised, or any part thereof, such boundary shall be ascertained and determined at the cost of the lessees by an authorised surveyor to be appointed by the lessors, and also that the annual rent to be payable