

4. That the lessee "will cultivate."

5. That the lessee will also, once at least in every two years of the said term, cut and trim all fences on the said demised premises (including the inside of all boundary-fences), and will also grub up, eradicate, and destroy and keep the said demised premises free and clear of all gorse, sweetbrier, broom, twitch, rushes, and noxious weeds which shall be growing on any part of the said demised premises, save gorse that is properly growing in the line of fences; and will also at the lessee's own expense in every respect do all things necessary to comply with the provisions and requirements of the Noxious Weeds Act, 1908, or any statutory amendment or modification thereof, so far as the same may be applicable to the said demised premises or any part thereof, during the said term: Provided that if the lessee fails or neglects or refuses to carry out any of the requirements of this clause it shall be lawful for but not obligatory upon the lessor from time to time (without the necessity of giving or leaving any notice to the lessee, and without prejudice to any of the lessor's other rights under these presents), by himself, his agents or servants, into and upon the demised land to enter and then and there to cut up and eradicate or remove all or any of such noxious weeds and plants; and for that purpose the lessor, his agents and servants, shall have all necessary and incidental rights and powers, and all moneys expended by the lessor for that purpose shall be repayable to the lessor by the lessee on demand with interest thereon at eight pounds per centum per annum until repayment thereof, and until repaid may be recovered by distress in the same manner as if the same were rent in arrear.

6. That the lessee "will not without leave assign or sublet."

7. That the lessee will forthwith completely fence the boundaries of the demised land with a sufficient fence within the meaning of the Fencing Act, 1908, and also will at all times during the said term keep in good and substantial repair and condition all subdivisional or boundary fences now or hereafter erected upon or around the demised land; and also will not at any time call upon or compel the lessor to contribute to the cost of erecting, repairing, or maintaining any boundary-fence between the demised land and any adjoining land; and also will at all times indemnify the lessor from all liability under the Fencing Act, 1908, in respect of the erection, repair, or maintenance of boundary-fences between the demised land and any adjoining land: Provided always that nothing herein shall operate or be construed to deprive the lessee of any rights he may have against any person other than the Public Trustee under the last-mentioned Act: Provided, further, that nothing herein contained shall be deemed to lessen, limit, or restrict the lessee's liability under the covenant to keep in repair implied herein by law.

8. And it is hereby declared and agreed that throughout this lease, where any matter is agreed to be referred to arbitration, then such matter shall be determined by the written award of two arbitrators, one to be appointed by the lessor and the other by the lessee, and in case of their failure to agree, then by the written award of an umpire to be appointed in writing by such arbitrators before entering upon the consideration of the matters referred to them, and for the purposes of any such arbitration these presents shall be deemed to be a submission within the meaning of the Arbitration Act, 1908, and the provisions of that Act shall apply accordingly. The provisions of this clause shall not apply to any matter which under the West Coast Settlement Reserves Amendment Act, 1913, or these presents is required to be decided by valuers.

9. And it is hereby agreed as follows:—

- (a.) All the abbreviated expressions hereinbefore contained as modified herein shall have the meaning given them by the Land Transfer Act, 1908.
- (b.) All powers, covenants, and provisions of the Land Transfer Act, 1908, and its amendments which apply to or are implied or incorporated in leases of land under that Act shall apply to and be implied or incorporated in this lease, save as to any expressed modifications thereof made herein.
- (c.) This lease shall not confer or in any way be deemed to confer on the lessee any rights of renewal whatsoever.
- (d.) At the expiration of the term hereof the lessee shall be entitled to be paid the full value of the improvements upon the land hereby demised and existing at the expiration of the term hereof. For this purpose "improvements" means improvements as defined in section two of the West Coast Settlement Reserves Amendment Act, 1913. The value of such improvements shall be ascertained by three valuers in accordance with the provisions of section seventeen of the last-mentioned Act.

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Provided always that if and as often as the rent hereby reserved is in arrear and unpaid for the space of thirty days next after any of the days herein appointed for payment thereof, although no formal demand may have been made for payment thereof, or in case the lessee becomes bankrupt or insolvent or commits a breach of or infringes or fails to perform or observe any of the covenants, conditions, or agreements herein contained or implied and on the part of the lessee to be performed or observed, and the same continues for the period of thirty days, then and in any such case it shall be lawful for the lessor forthwith or at any time thereafter, and without any notice or demand, into and upon the demised premises or any part thereof in the name of the whole to re-enter, and the same to have again, re-possess, and enjoy; but such re-entry shall not prejudice the right of the lessor to recover any rent or other moneys then due or payable, or any right of distress, action, or suit that may have arisen under these presents or by law prior to such re-entry. And the lessee hereby accepts this lease to be held by the lessee as tenant, subject to the covenants, conditions, and restrictions above set forth, expressed or implied:

Provided always that no covenants shall be implied herein as against the lessor save that the lessor has not done or executed or been privy to any act or deed by means whereof the land hereby demised may have been charged or encumbered in any way whatever.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, one thousand nine hundred and \_\_\_\_\_

Signed by the Public Trustee, as lessor, and sealed with his seal of Office in the presence of— THE PUBLIC TRUSTEE, LESSOR.

Signed by the above-named \_\_\_\_\_, as lessee, in the presence of— \_\_\_\_\_, LESSEE.

SECOND SCHEDULE.

*The West Coast Settlement Reserves Amendment Act, 1913*  
To the Public Trustee, Wellington.

WE, the undersigned, being the Native owners named in a partition order bearing date the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, in respect of the land known as \_\_\_\_\_, hereby authorize and direct the District Land Registrar of the District of \_\_\_\_\_ to issue the certificate of title in respect of the said land to the Public Trustee instead of to ourselves, pursuant to the provisions of section 15 of the West Coast Settlement Reserves Amendment Act, 1913.

THIRD SCHEDULE.

1. ALL petroleum, mines, metals, minerals, coal, lignite, slate, or freestone in, upon, or under the land hereby demised shall be excepted and reserved hereout unto the lessor, with power to him to work, win, use, possess, sell, and dispose of the same or any part thereof, except such as may be required by the lessee for the lessee's own use but not for sale or disposal, with power also to the lessor to make roads through the demised land, and for such purposes or any of them to erect or build houses or other convenient buildings, paying compensation for damage done to the surface only, the amount of such compensation in case of disagreement to be ascertained and determined by an arbitrator to be mutually appointed by the lessor and the lessee in accordance with the provisions of the Arbitration Act, 1908.

2. That the lessee shall and will during the term created duly and punctually pay the rent reserved to the lessor upon the days fixed therefor.

3. That the lessee will at his own expense repair, keep, and maintain all fences, ditches, drains, watercourses, bridges, gates, erections, and other things in, upon, or about the said demised premises, or hereafter to be constructed or erected, in good and substantial repair and condition, and in such repair and condition at the expiration or other sooner determination of the said term will deliver up the same.

4. That the lessee "will insure" within the meaning given to that term in the Seventh Schedule of the Land Transfer Act, 1908, except that such insurance shall be in the name of the lessor only and not in the joint names of the lessor and lessee.

5. That the lessee will bear, pay, and discharge all rates, taxes, charges, duties, assessments, outgoing, and impositions whatever (except land-tax) payable either by landlord or tenant, which now are or shall at any time during the said term hereby granted be assessed, charged, or imposed on or in respect of the said demised premises or any part thereof.