

lessee"), all the said land, to be held by him the said as tenant, for the term of years computed from the day of , nineteen hundred and , at the yearly rent of , subject to the following covenants, conditions, and restrictions:—

1. The said rent shall be payable by equal half-yearly payments, in advance, on the day of and the day of in each year, the first of such payments having been already made for the first half-year of the said term, the receipt whereof is hereby acknowledged.

2. The lessee will during the said term pay the said rent in manner aforesaid, and will also during the said term duly and punctually pay all rates, taxes, charges, or assessments (other than landlord's land-tax) which during the said term may be payable in respect of the said land.

3. The lessee will not assign, sublet, or part with the possession of the said land or any part thereof, or do any act purporting to assign, sublet, or part with the possession of the said land or any part thereof (otherwise than by way of mortgage), until he has resided continuously on the said land for a period of not less than one year, nor except with the precedent permission of the Board in writing at any time thereafter.

4. The lessee will at all times during the continuance of the term hereby created cultivate, use, and manage in a proper and husbandlike manner all such parts of the land hereby demised as are or shall be broken up or converted into tillage, and will not at any time waste or impoverish the said land or any part thereof.

5. The lessee will at all times keep the demised premises free from all noxious weeds, and will not permit to spread thereon any gorse or furze, and will at all times keep properly cut and trimmed all live hedges and fences.

6. The lessee will at all times keep in good and tenantable order and repair all fences, buildings, and structures existing on the demised premises at the commencement of the term hereby created (damage by fire excepted), and will at the expiry or sooner determination of the term hereby created deliver up the said land, with all such fences, buildings, and structures in such repair as aforesaid (damage by fire excepted).

7. The lessee will not at any time call upon or compel the Board to contribute to the cost of erecting, repairing, or maintaining any boundary fence which may now or hereafter be erected between the land hereby demised and any land adjacent thereto in which the Board may have any estate or interest: Provided always that this provision shall not enure for the benefit of any occupier other than the Board of land so adjacent as aforesaid to the land hereby demised so as to deprive the lessee of any rights which he might have (but for this covenant) against such occupier.

8. The lessee shall be entitled on the termination by effluxion of time of the term hereby created [or on the termination by effluxion of time of any renewed term created under the covenant for renewal herein contained (whichever shall last happen)] to compensation for all substantial improvements of a permanent character (as defined by the Land Act, 1908, or any other Act amending the same or substituted therefor and in force at the time when the improvements are effected) which are put upon the land during the continuance of the term hereby created [or of any renewal thereof as aforesaid] and are unexhausted on the said termination of such term or renewed term. *[This and the three following clauses to be omitted if no right to compensation. Words in brackets to be omitted if no right of renewal.]*

9. The amount of the said compensation shall not constitute a debt payable by the Board to the lessee, but shall constitute a charge on the land demised and upon all revenues received therefrom by the Board after the termination of the said term [or renewed term], and the said charge shall be enforceable in accordance with the provisions of section 263 of the Native Land Act, 1909.

10. For the purpose of determining the amount of compensation to which the lessee is so entitled the said improvements shall on the expiration of the said term [or renewed term] be valued by two valuers, one to be named by the Board and the other by the lessee, and in case of their disagreement then by an umpire to be chosen by the valuers previously to entering upon the consideration of the matters referred to them. The valuers or their umpire shall have power to decide any question which may arise in the course of their valuation, and in particular any question as to what improvements are proper subjects of valuation according to the true intent and meaning of these presents. Every such reference to valuers shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act, 1908.

11. If and as often as the lessee makes or proposes to make any such improvements as aforesaid on the land hereby demised, he shall be entitled on application to the Board to have particulars of the nature of those improvements, and of the state and condition of the land before the making of those improvements, recorded by the Board in manner for the time being prescribed by regulations made by the Governor in Council in pursuance of the Native Land Act, 1909, and every such record will be permanently preserved by the Board in accordance with the said Act.

12. The Board may at all times and from time to time during the continuance of the term hereby created enter on the land hereby demised and on any part thereof by its agents, officers, or servants, or by any member of the Board, for the purpose of viewing the state and condition thereof.

13. There are hereby excepted and reserved to the Board from this demise all coal, lignite, stone, clay, kauri-gum, gold, mineral oil, and other metals or minerals whatsoever in or upon the land hereby demised, with full power and liberty for the said Board, its agents, servants, grantees, or licensees to enter upon the said land for the purpose of searching for, working, getting, and carrying away all such metals, minerals, and other things so reserved as aforesaid, and for this purpose to make such roads, erect such buildings, sink such shafts, and do all such other things as may be necessary; but the Board shall pay compensation to the lessee for all loss or damage caused to the lessee by the exercise of any such powers. The amount of any such compensation shall, in default of agreement, be deter-