

and performed, the lessor doth hereby demise and lease unto the lessee all that piece or parcel of land, containing by admeasurement _____ acres _____ roods _____ perches, a little more or less, situated in the Land District of _____ aforesaid, and being Section numbered _____, Block _____, Survey District of _____; as the same is more particularly delineated and described in the plan drawn hereon and therein coloured red in outline, together with the rights, easements, and appurtenances to the same belonging; to hold the said several premises intended to be hereby demised unto the lessee for the term of _____ years, commencing from the 1st day of _____, yielding and paying therefor unto the Receiver of Land Revenue for the said District of _____ the annual rent of (£ : :), payable half-yearly, in advance, on the 1st day of January and 1st day of July in each and every year during the said term, free from all deductions whatsoever.

And it is hereby declared and agreed that the lessee shall have a perpetual right of renewal for further successive terms of _____ years, at a rent to be determined by the Land Board.

And the lessee doth hereby covenant with the lessor as follows, that is to say:—

- (1.) Subject to the provisions of the regulations in force under the Discharged Soldiers Settlement Act, 1915, the lessee will reside continuously on the demised land from the date of this lease.
- (2.) The lessee will put on the demised land substantial improvements as under:—
[To be determined by the Board, taking into consideration the special circumstances of each case.]
- (3.) The lessee will pay all rates, taxes, and assessments levied on or payable in respect of the demised land during the said term.
- (4.) The lessee will at all times during the said term keep in good repair and condition, to the satisfaction of the Land Board, all buildings and erections for the time being standing on the demised land, and will not destroy, pull down, or remove them or any part thereof without the previous permission, in writing, of the said Board.
- (5.) The lessee will fully and punctually pay the rent hereinbefore reserved at the times and in the manner hereinbefore named in that behalf.
- (6.) The lessee will once a year throughout the term of this lease, and at the proper season of the year, properly out and trim all live fences on the demised land, and will stub all gorse not growing as fences, and will also stub all broom, sweetbrier, and other noxious plants.

[Any other special terms or conditions that the Board, with the approval of the Minister, may determine.]

And it is hereby further declared—

- (1.) That the lessee may at any time during the continuance of this lease, with the approval of the Land Board and the Minister of Lands, acquire the fee-simple of the demised land for the sum of £ _____, either for cash or on deferred payments;
- (2.) That if the lessee makes default in the payment of rent or other payments, or in the observance or performance of the conditions expressed or implied in this lease, or makes any false declaration in respect of the land comprised therein, then and in any such case the Land Board may, without any previous or other notice or demand, forfeit this lease, and in such case all the lessee's interest therein shall absolutely cease and determine; and
- (3.) That if any dispute or disagreement shall arise between the parties hereto touching the construction of these presents, or in anywise relating hereto, such dispute or disagreement shall be referred to arbitration in the manner set forth in section 9 of the Land Laws Amendment Act, 1912, as modified by section 33 of the Land Laws Amendment Act, 1913, and neither of the said parties shall take or cause to be taken any steps or proceedings to set aside or call in question any award or decision which may have been given upon any such reference as final.

And it is hereby further declared and agreed that these presents are intended to take effect as a lease under section 4 of the Discharged Soldiers Settlement Act, 1915, and the provisions of the said Act, and of the regulations thereunder, applicable to such leases so far as the same apply to the term, estate, or interest hereby granted or created, and to the relations between the lessor and lessee from time to time, shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

In witness whereof the Commissioner of Crown Lands for the Land District of _____, on behalf of the lessor, hath

hereunto set his hand, and these presents have been also executed by the said lessee.

Signed by the said Commissioner on behalf of the lessor, in the presence of _____

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

Form No. 6.

Under the Discharged Soldiers Settlement Act, 1915.

MEMORANDUM OF MORTGAGE.

(hereinafter called "the mortgagor"), being registered as proprietor of an estate [Here state nature of the estate or interest], subject, however, to such encumbrances, liens, and interests as are notified by memoranda under-written or endorsed hereon, in _____ piece of land situated in the [District, county, hundred, or township], containing [Here state the area, exclusive of roads intersecting the same, if any], be the same a little more or less [Here state rights of way, privileges, or easements, if any, intended to be conveyed; if the land to be dealt with contains all that is included in an existing grant or certificate of title or lease, refer thereto for description and diagrams; otherwise set forth the boundaries in chains, links, or feet, and refer to plan thereof on margin of or annexed to the lease, or deposited in the Registry Office].

Whereas the mortgagor has, pursuant to the provisions of section 6 of the Discharged Soldiers Settlement Act, 1915, received an advance of £ _____ from His Majesty the King (hereinafter called "the mortgagee"):

Now, therefore, in consideration of such advance and of any further advance or advances which hereafter may be made, the mortgagor doth hereby covenant with the mortgagee as follows:—

1. That the mortgagor will pay to the mortgagee the said advance and any further advances, and all other moneys that may be owing by the mortgagor to the mortgagee, on the _____ day of _____: Provided that upon the transfer, otherwise than pursuant to the will or on the intestacy of the mortgagor, to any person other than a discharged soldier as defined by the Discharged Soldiers Settlement Act, 1915, or the amendments thereof, of the lands hereby mortgaged, or of the whole or any part of the mortgagor's interest therein, all principal moneys hereby secured, shall become immediately due and payable to the mortgagee.
2. That the mortgagor will pay interest, on all amounts advanced and still remaining unpaid, at the rate of _____ pence per centum per annum, by equal payments on the 1st day of January and July in each and every year.
3. That the mortgagor may, on the 1st day of January or the 1st day of July in any year, without previous notice of intention so to do, repay the whole or any portion of the moneys advanced.
4. That the mortgagor will forthwith insure, and so long as any money remains owing on this security will keep insured, all buildings and erections for the time being situate on the said land against loss or damage by fire, in the name of the mortgagee, to their full insurable value, in the State Fire Insurance Office or other reputable insurance office to be from time to time approved by the mortgagee, and will duly and punctually pay all premiums and sums of money necessary for the purpose of keeping every such insurance on foot; and will, not later than the forenoon of the day on which any premium falls due, deliver the receipt therefor to the mortgagee, who shall also be entitled to the exclusive custody of all policies of insurance.
5. That the mortgagor will from time to time, so long as any money remains owing on this security, well and substantially repair, and keep in good and substantial repair and condition, all buildings or other improvements erected and made upon the said land; and that the mortgagee may at all times be at liberty, by himself, his agents or servants, to enter upon the said land to view and inspect the said buildings and improvements.
6. That if the mortgagor fails or neglects to insure or keep insured the said buildings and erections as aforesaid, or to deliver any premium receipt as aforesaid, or to repair the said buildings and improvements, or to keep them in good and substantial repair and condition as aforesaid, then and in any such case, and as often as the same shall happen, it shall be lawful for but not obligatory on the mortgagee, at the cost and expense in all things of the mortgagor, to insure the said buildings or any of them in such sum as aforesaid or in any less sum, or to pay such premium, or to repair the said buildings and improvements and keep them in good and substantial repair and condition.