

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 herebefore 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 cut 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 memorandum underwritten 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 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: Provided further that this condition shall not apply in the case of a transfer to a discharged soldier as defined by the Discharged Soldiers Settlement Act, 1915, or the amendments thereof, where such transfer has been duly consented to by the Land Board and approved by the Minister.

2. That the mortgagor will pay interest, on all amounts advanced and still remaining unpaid, at the rate of pounds per centum per annum, by equal payments on the first day of January and July in each and every year.

3. That the mortgagor may, on the first day of January or the first 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.

7. That in the event of the said buildings and erections or any of them being destroyed or damaged by fire, all moneys received by the mortgagee under any insurance in respect of such destruction or damage shall be applied at his sole option either in or towards rebuilding or repairing the buildings and erections so destroyed or damaged, or in or towards payment of the principal, interest, and other moneys for the time being covered by this security, notwithstanding that the same or any of them may not have accrued due under the terms of these presents.

8. That all moneys expended by the mortgagee in and about effecting or keeping on foot any insurance as aforesaid, or in repairing or keeping in repair any of the said buildings and improvements as aforesaid, or in attempting to exercise or enforce any power, right, or remedy herein contained or implied in favour of the mortgagee, shall be payable to him by the mortgagor on demand, and until paid shall be charged on the said land, together with interest at the rate of 5 per centum per annum computed from the date or dates of such moneys being expended.

9. That the power of sale and incidental powers in that behalf conferred upon mortgagees by the Land Transfer Act, 1915, shall be implied herein, with this modification: that they may be exercised without any notice or demand whatsoever if and whenever the mortgagor makes default for fourteen days in the full and punctual payment of any moneys hereby secured, or the interest thereon, in accordance with the respective covenants for payment thereof herein contained, or if and whenever the mortgagor makes default in the faithful observance and performance of any other covenant or condition on his part herein contained or implied.

10. That if and whenever the mortgagor makes any such default as in the last preceding covenant mentioned it shall be lawful for the mortgagee to call up and compel payment of all principal, interest, and other moneys for the time being owing under this security, notwithstanding that the time or times hereinbefore appointed for the payment thereof respectively may not have arrived.