

such work done, and to recover the cost of the same from the lessee in the same manner as rent.

9. (1) The lessee shall have no right to extract or remove any minerals from the land.

(2) The term "minerals" in this section includes all minerals, mineral oils, metals, clay, stone, or other valuable materials existing below the surface of the land.

(3) The value of minerals shall not be taken into account in any determination of the value of the land for the purpose of fixing the rental thereof, either at the commencement of the lease or any renewal thereof.

(4) Nothing herein shall be construed to prevent the lessee from using on the land hereby demised any minerals for any agricultural, pastoral, household, roadmaking, or building purpose.

10. The lessee will pay all rates, taxes, and assessments levied on or payable in respect of the demised land during the said term.

11. The lessee will at all times during the said term keep in good repair and condition, to the satisfaction of the Commissioner all buildings and erections for the time being standing on the demised land, and will not destroy, pull down, or remove them to any part thereof without the previous permission in writing of the Commissioner.

12. The lessee shall not cut down or remove any of the trees growing on the demised land without the consent of the Commissioner in writing first obtained.

13. The lessee will fully and punctually pay the rent hereinafter reserved at the times and in the manner hereinbefore named in that behalf.

14. The lessee shall have a right at the expiration of the term of this lease to a renewal thereof for a further term of thirty-three years, subject in all respects to the same conditions and provisions as are contained in this lease, including the right of renewal, save that the rent shall be determined at the first and at each subsequent renewal in the manner hereinafter provided, that is to say:—

15. Not earlier than three years, and not later than two years before the expiry of the lease, the Land Board for the Wellington Land District (hereinafter called "the Board") shall cause the following valuations to be made by an appraiser appointed by the Board, and for that purpose the following provisions shall apply:—

- (a) A valuation of the substantial improvements of a permanent character which are then in existence and unexhausted in the land included in the lease.
- (b) A valuation of the fee-simple of the said land, not taking the said improvements into account.
- (c) To the value of the fee-simple of the said land there shall be added the value of the improvements as specified in the Second Schedule hereto.
- (d) The amount by which the valuation of the substantial improvements exceeds the value of the improvements as specified in the Second Schedule hereto shall be deemed to be the value of the improvements effected by the lessee.
- (e) The rental for the renewed term shall be five pounds per centum of the value of the fee-simple of the land, together with the value of the improvements as described in the Second Schedule hereto.

16. Not later than eighteen months before the expiry of the lease the Commissioner shall deliver to the lessee a notice in writing requiring him to elect whether he will accept a renewed lease at the rent so fixed as aforesaid, and the notice shall contain or be accompanied by a copy of the aforesaid valuations.

17. Within six months after the receipt of the notice referred to in the last preceding clause, notice in writing shall be given to the Commissioner by the lessee to the effect either—

- (a) That he accepts the offer of a renewed lease at the rental so fixed; or
- (b) That he does not desire a renewed lease, and agrees to the aforesaid valuation of improvements; or
- (c) That he does not desire a renewed lease, but requires the improvements to be valued by arbitration; or
- (d) That he desires a renewed lease, and requires the value of the land and improvements and the amount of the rental, or any of these matters, to be determined by arbitration.

18. If the lessee omits to give to the Commissioner within the time limited therefor the notice referred to in the last preceding section, he shall be deemed to have agreed to accept a renewed lease at the rent mentioned in the notice of the Commissioner, and to have agreed to the valuations contained or referred to in that notice.

19. If the Board or Commissioner omits to cause any such valuation to be made or notice to be given as is hereinbefore referred to within the proper time therefor, the lessee may require such valuation to be made and notice to be given

at any time thereafter so long as he remains in possession of the land, whether the term of his lease has or has not expired, and his right to a renewal of the lease shall not be affected by any such omission or delay.

20. If the lessee in accordance with the foregoing provisions, requires any matter to be submitted to arbitration, it shall be determined in accordance with the provisions of section 86 of the Land Act, 1924.

21. (1) The lessee shall, within two months after receiving notice of the determination of the arbitrators, elect whether he will accept a renewed lease at a rent so fixed by the arbitrators and give notice of his election to the Commissioner.

(2) If he fails to give notice within the time aforesaid he shall be deemed to have elected to accept a renewed lease at the said rent.

(3) Any such election to accept a renewed lease shall amount to a binding agreement to accept such lease.

(4) If the lessee fails without reasonable excuse to execute a lease accordingly within one month after the same has been presented to him for execution, the Board may declare that his right of renewal is forfeited, and his right shall thereupon determine.

22. (1) If the lessee refuses or omits to accept a renewed lease or forfeits his right to obtain the same, the value of the improvements on the land, as determined by valuation or arbitration as aforesaid, shall become a debt due by the Crown to the lessee.

(2) If the said improvements have become for any reason appreciated or depreciated in value between the date of the valuation or arbitration and the date on which the lessee gives up possession of the land, the amount of this appreciation or depreciation shall be assessed in manner provided by section 86 of the Land Act, 1924.

And it is hereby agreed and declared as follows, that is to say:—

(a) Subject to the provisions herein contained, the provisions of the Land Act, 1924, and the regulations thereunder with respect to the rights and powers of the lessor and of every person or authority in his behalf, the rights, powers, and functions of the Land Board and the Commissioner, and the estate, interest, rights, duties, and liabilities of the lessee shall, so far as the same are applicable, apply to this lease as effectually as if they were fully set out herein.

(b) If and so often as the lessee makes default in the due and full payment of any rent hereby reserved or of any other moneys payable under this lease, or in the faithful observance and performance of any other of the covenants, conditions, or stipulations herein contained or implied, and by him to be observed or performed, then 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, subject, nevertheless, to the provisions of the next following clause respecting valuation of improvements; but such forfeiture shall not affect any right or remedy on the part of the lessor to recover from the lessee any money due to the lessor, nor release the lessee from any penalty or liability in respect to anything done or omitted to be done by him.

(c) In the event of the forfeiture or surrender of this lease the provisions of the Land Act, 1924, respecting valuation of improvements and the payment or other disposal thereof shall, so far as the same are applicable, apply to the improvements made by the lessee.

(d) For the purpose of distinguishing the improvements existing on the demised land at the date of this lease from those subsequently made by the lessee, the first-mentioned improvements and their value shall be deemed to be those specified in the Second Schedule hereto.

In witness whereof the Commissioner of Crown Lands for the Land District of Wellington, on behalf of the lessor, hath hereunto set his hand, and these presents have been also executed by or on behalf of the lessee.

THE FIRST SCHEDULE HEREINBEFORE REFERRED TO.

[Description of the Demised Land.]

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO.

Improvements now existing on the Demised Land, and their Value.

Improvements.	Value.
[Specify improvements in detail with their respective values.]	£ s. d.