

same, and to recover the amount so paid by them, together with the interest upon the same, at the rate of £10 per centum per annum, in all respects in the same manner as if the same were rent in arrear. 4. The lessee shall be at liberty to cut, fell, clear off, and carry away any of the timber standing upon any part of the said premises for the purpose of clearing the said land for cultivation, and shall be at liberty to use any part of the said timber for fencing or other purposes connected with the occupation and cultivation of the said land, but not for sale; the lessee shall not remove any of the timber standing upon the said premises for any purpose whatsoever without having first obtained the express permission in writing of the Commissioners so to do. 5. The lessee shall not be at liberty to assign, underlet, or part with possession of the premises, or any part thereof, for the whole or any part of the term without the written consent of the Commissioners. 6. In the event of any mine or quarry being found upon the demised premises during the term of the lease, the Commissioners or their assigns shall have the exclusive privilege and right to work and utilise the same for their own benefit; and for that purpose may at all times, with all necessary workmen and servants, enter into and upon the demised premises, and shall be allowed ingress, egress, and regress to and from such land, but not more than shall be necessary for the purpose of mining, and for purposes incidental thereto. 7. In the event of the lessee laying down permanent pasture upon any part of the said land, he shall on the termination of the lease leave the same laid down in good clean grass and clover of two years' growth at least. 8. The lessee shall keep all buildings and fences standing upon and around the demised premises, or erected by him thereon, in good and sufficient repair, ordinary wear and tear alone excepted, and shall keep clean and scoured all ditches and watercourses thereupon. 9. The Commissioners, or their agent, may at all reasonable times enter into and upon the demised premises and view the state and condition thereof, and may serve a notice upon the lessee, either personally or by leaving the same at his last known place of abode, or on the said demised premises, requiring him to repair the same within a reasonable time; and in case the lessee shall not comply with such notice within one calendar month after service thereof, or if the rent shall be in arrear and unpaid for three calendar months after any of the days appointed for payment thereof, or in case of the breach of any of the covenants, conditions, or agreements implied or expressed in the lease, the Commissioners may re-enter on the premises, or any part thereof, and retake possession thereof, and remove all persons found in possession thereof, in the same manner as if judgment in an action of ejectment had been recovered against the lessee, and a writ of possession issued, without being liable to any action of trespass or otherwise. 10. The Commissioners may at any time during the currency of a lease take and use for the purposes of a school site an area not exceeding five acres upon allowing the lessee a proportionate reduction on the amount of his annual rent: Provided that such area shall not be occupied by any buildings, and also that, if such area shall be under crop or cultivation, reasonable compensation, to be fixed by arbitration if the parties do not agree, shall be paid by the Commissioners to the lessee. 11. The lessee shall be bound peaceably and quietly to give up possession of the premises at the expiration of the term, and to leave the same in good order and condition." There are some slight modifications in the conditions of leases of town and forest lands.

*Taranaki Provincial District.*

"The last column ['Estimated Annual Income if Leased'] is not filled in, as it would be misleading, as scarcely two persons would agree as to the amount of income if leased; it would be influenced by so many contingencies." The Secretary states: "I believe the chief cause why so many reserves are unlet is the shortness of tenure. The only remedy that occurs to me is the perpetual-leasing system of 'The Land Act, 1885.'"

"*Conditions of Bush Leases.*—1. Lessee to fell and properly clear up at least three-fourths of the total acreage of the land let. 2. Lessee to sow clearings with mixed English grasses at rate of at least two bushels to the acre, or with clean cocksfoot. 3. Lessee to leave the bush standing and untouched on at least one-eighth of the total acreage. 4. Lessee to cultivate in a husband-like manner, and not impoverish or destroy. 5. Lessee to keep land free from noxious weeds and stray furze, and leave it either in good arable condition or in grass (sown as above provided and not less than a year from the end of the term). 6. Lessee to leave the land or the part cleared enclosed with a substantial ring-fence. 7. Lessee to keep and deliver up all buildings, whether attached to the freehold or otherwise, hedges, fences, and gates, in good and tenantable repair. 8. Lessee not to plant furze hedges without leave. 9. Lessee not to assign or underlet without leave. 10. Lessors to have right of re-entry, if rent in arrear one month, or on breach or neglect of any of the lessee's covenants expressed or implied in the lease; but right of re-entry not to be exercised without written notice specifying breach complained of, and requiring lessee to remedy it within reasonable time, except in the cases of default in payment of rent and assigning or underletting without consent.—N.B.: Ordinary leases of open land contain the same covenants except the first three."

*Wellington Provincial District.*

Rural lands are leased for seven, fourteen, or twenty-one years, as the Commissioners may deem advisable. Town lands are usually let on building leases for forty-two years.

The following are the leading conditions of lease: The lessee will at all times during the currency of the lease pay all rates, taxes, assessments, and outgoings whatsoever payable in respect of the land demised, or of the yearly rent, whether the same shall by law or custom be payable by landlord or tenant. The lessee will at all times during the term of lease keep all buildings, erections, and fences erected or that may be erected upon or around the demised lands in good, substantial, and tenantable repair. The lessee of arable lands will fence and cultivate according to specific conditions in the lease, and he must not, without leave, assign or sublet. If the rent or any part of it shall be in arrear or unpaid for one calendar month after it becomes due, the Commissioners may re-enter and take possession of the land, and remove the lessee therefrom.