

1904.
NEW ZEALAND.

LEASES GRANTED BY SCHOOL COMMISSIONERS

(PARTICULARS AS TO THE TERMS AND CONDITIONS REGARDING IMPROVEMENTS,
AND COVENANTS INSERTED IN), THROUGHOUT THE COLONY.

Presented to both Houses of the General Assembly by Command of His Excellency.

PRÉCIS OF CORRESPONDENCE FROM COMMISSIONERS OF CROWN LANDS *re* CONDITIONS IN LEASES GRANTED BY SCHOOL COMMISSIONERS THROUGHOUT THE COLONY.

Name.	Particulars as to General Conditions, Improvements, and Renewal of Leases.	Page
Circular to all Commissioners of Crown Lands from Under-Secretary for Lands	Asking for particulars as to the terms and conditions regarding improvements and covenants inserted in the leases granted by School Commissioners throughout the colony	3
Commissioner of Crown Lands, Auckland	Forwards copy of conditions of leasing educational reserves, and also copy of lease issued by the School Commissioners, Auckland The following are the conditions in the lease, viz.: Rent payable half-yearly in advance. All rates and taxes to be paid. Buildings to be insured. Timber to be cut for cultivation and fencing only. All fences to be kept in repair. All ditches and watercourses to be cleaned and scoured. Liable for all fencing. All briar and other noxious weeds to be cleared. Not to assign or sublet. In the event of the lessee laying down permanent pasture upon any part of the 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. If the outgoing tenant does not renew the lease and there is no other purchaser, he must either accept a new lease at a rent to be fixed by arbitration or forfeit his compensation for improvements. Power to resume land for all minerals and school-sites.	3
Commissioner of Crown Lands, Hawke's Bay	Forwards copy of lease of an education reserve, showing conditions, from the Hawke's Bay School Commissioners The following are the conditions, viz.: Rent payable half-yearly in advance. All rents and taxes to be paid. Not to sublet or assign without consent. No buildings to be removed. Fences to be kept in good repair. Buildings to be insured. Before effecting any improvements consent in writing to be obtained, and also before removal of buildings. Liable for all fencing. Lessee to clear the land from all noxious weeds, and at the end of term, in case of rural lands, the same to be laid down in good, permanent, artificial grass pasture; lessee also to enter into a covenant to indemnify lessors under "The Noxious Weeds Act, 1900." The right of renewing lease to be granted not exceeding twenty-one years each renewal. Lessee to give two months' notice in writing before renewing; rental during the renewal lease shall be determined by arbitration or valuation. In the event of the outgoing tenant not renewing the lease and there being no other purchaser, he must either accept a new lease, at a rent to be fixed by arbitration, or forfeit his compensation for improvements.	6
Commissioner of Crown Lands, Taranaki	Forwards a draft form of lease issued by the School Commissioners for the Taranaki Land District. The term is generally twenty-one years, but in special instances leases have been issued for only seven years The following are the conditions in the lease, viz.: To pay all rates and taxes. To keep the land clear of all noxious weeds. To trim all live hedges once a year. To insure all buildings. Not to assign, mortgage, or sublet without consent. Lessee to make improvements to the value of 4s. for every acre of land before the expiration of the second year of lease, and to the further value of 4s. per acre for the fourth year, and of 12s. per acre before the expiration of the sixth year. Not to take two white crops in succession. To fence all external boundaries by the fourteenth year of the lease and keep in good repair. One year before expiration of lease valuations of improvements to be made by arbitration, also of an annual ground-rent of land without improvements for a term of twenty-one years. Renewal of lease for a term of twenty-one years, rental to be fixed by arbitration. New tenant to pay value of improvements. In the event of the outgoing tenant not renewing the lease, and there being no other purchaser, he must either accept a new lease (yearly) at the old rental or forfeit his compensation for improvements.	7
Commissioner of Crown Lands, Wellington	Forwarding copies of the two forms of lease used by the School Commissioners for town and country lands respectively, together with a copy of a letter from the Secretary of the School Commissioners giving particulars of the cost of preparation and registration, &c. The following are the conditions in the leases, viz.:— <i>Country Lands</i> : Term of lease twenty-one years, and can be renewed for a further period of twenty-one years upon revaluation. All rates and taxes to be paid. To keep in repair all buildings, drains, and fences. Not to assign or sublet. Clear land of all gorse and noxious shrubs. Not to carry on any offensive trade. Not to take more than three crops in succession, one of which must be a root-crop. Land to remain in pasture before being	9