

10. The lessee must not burn any straw grown upon or sell any straw from the land, except its equivalent in value of manure be returned to the land.

11. The lessee must keep and deliver up all fences, ditches, drains, gates, &c., in good order and condition at expiration or sooner determination of term.

12. The lessee must once a year properly clean, clear from weed, and keep open all creeks, drains, ditches, and watercourses which now are or may be upon the land, and the lessors shall have the power at any time to enter upon and make any drain through the land that they may deem necessary.

13. In the event of the lessee failing to comply with any of the covenants hereinbefore mentioned relating to the trimming of live fences and stubbing out gorse and broom, and to the cleaning, clearing from weed, and keeping open all creeks, drains, ditches, and watercourses, and to clearing the land from Californian thistle, twitch, and other noxious weeds, it shall be lawful for the lessors from time to time to enter upon the land, or for their agents or servants, and to do such work as they may deem necessary thereon, and to recover the cost of the same from the lessee as if the same were rent in arrear.

14. The lessee is not to assign, sublet, or part with the possession of the land or any part thereof, without the previous consent in writing of the School Commissioners.

15. All buildings erected upon the land, whether attached to the freehold or not, are to be kept in good order and repair, and so delivered up to the School Commissioners at expiration or sooner determination of lease.

16. The lessee is to insure, and throughout the term is to keep insured, in the name of the School Commissioners, in their full insurable value, all buildings which may by him be erected upon the land of the value of £50 and upwards.

17. At least three calendar months before the expiry of the term all substantial buildings erected upon the land or paid for by the lessee, with the written approval of the School Commissioners, shall be valued by arbitration, the arbitrators for this purpose to be appointed in manner provided by sections 79 and 80 of "The Land Act, 1892"; and the lands demised shall only be offered for lease subject to the payment by the incoming tenant to the outgoing tenant of the valuation of the buildings so ascertained; and, in the event of the outgoing tenant obtaining a renewal of the lease at an arbitration rental, the assessment for rental shall be made by the arbitrators exclusive of the value of the buildings which may have been erected upon the land by the lessee.

18. The lease to contain a proviso for re-entry in case of the breach, non-observance, or non-performance of any of the covenants or conditions of the lease.

19. The lessee to pay all existing and future taxes, rates, assessments, and outgoings of every description in respect of the premises during the term.

20. A lease and counterpart to be prepared, embodying the above covenants and conditions, by the solicitors of the Board at the expense of the lessee.

Tenders to be addressed to the Chairman of the School Commissioners, Old Government Buildings, Christchurch, and accompanied by a cheque for the amount of the first six months' rent.

No. 9.

The COMMISSIONER OF CROWN LANDS, Westland, to the UNDER-SECRETARY FOR LANDS.

Department of Lands and Survey,

District Office, Hokitika, 3rd November, 1903.

The Under-Secretary for Lands, Wellington.

Circular No. 597.

I have the honour to acknowledge receipt of above circular, and attach hereto a statement of the procedure in connection with leases issued by the School Commissioners of this district.

G. J. ROBERTS,

Commissioner of Crown Lands.

PROCEDURE adopted by the SCHOOL COMMISSIONERS of the Provincial District of WESTLAND as to the TERMS and CONDITIONS, &c., inserted in LEASES in this District.

THE Commissioners have hitherto had no special form for leases of land for pastoral purposes.

The chief provision is usually for the protection of the improvements effected during the currency of the lease by the tenant.

The Commissioners do not incur any liability, but an incoming tenant has to pay the assessed value of the improvements referred to.

Leases in recent years have been for a term of ten years, and the usual provision for the right of entry, &c., has been inserted.

No. 10.

The COMMISSIONER OF CROWN LANDS, Otago, to the UNDER-SECRETARY FOR LANDS.

Department of Lands and Survey,

District Office, Dunedin, 29th October, 1903.

The Under-Secretary for Lands, Wellington.

In reply to your Memorandum of the 21st instant, I now forward long explanatory letter from Mr. Macandrew, Secretary to the School Commissioners, in which he supplies full particulars