

EXHIBIT No. 9.

THIS deed made the thirteenth day of June one thousand eight hundred and seventy-eight between Octavius Hadfield Bishop of Wellington the Honourable Robert Stokes of Te Aute in the Provincial District of Hawke's Bay William McLeod Bannatyne of the City of Wellington in the Provincial District of Wellington and George Hunter of the same place esquires trustees for the time being of the lands hereinafter described for the purposes set forth in the grants thereof by the Crown who and the trustees for the time being of the said lands who may be appointed during the continuance of the term hereby granted are to be deemed comprised in the term "lessors" where hereinafter used of the one part and the Reverend Samuel Williams of Te Aute in the Provincial District of Hawke's Bay clerk in holy orders who with his executors administrators and assigns is to be deemed to be comprised in the term "lessee" where hereinafter used of the other part witnesseth that in consideration of the rent herein reserved and of the covenants conditions and agreements herein expressed and implied on the part of the lessee to be respectively paid observed and performed the lessors do hereby convey and assure by way of lease unto the lessee for the term of fourteen years to be computed from the first day of February one thousand eight hundred and seventy-eight all that parcel of land at Te Aute in the Ahuriri district and Provincial District of Hawke's Bay containing three hundred and eighty-two (382) acres or thereabouts and officially described as sections number 19 R bounded towards the north by the land hereinafter described twenty-three thousand nine hundred (23,900) links and otherwise bounded as is delineated by the plan thereof drawn on these presents And also all that piece of land containing five hundred and thirty-eight acres or thereabouts bounded north and east by Native land and on the south by the land hereinafter described and on the west by land granted to the said Robert Stokes three thousand two hundred and fifty (3250) links And also all that parcel of land containing one thousand seven hundred and forty-five acres more or less situate in the district of Ahuriri and whereof the boundary begins at Te Roto Akina and runs in the Waioipikini Stream to Te Roto Atara and follows the edge of the swamp till it reaches Ohine Mainuihiri and goes along the hill till it reaches Whatupungapunga thence to Waipapa thence to Te Hou thence to Oreke thence to Te Kohai where it breaks off and runs to Te Roroa and follows the gully down to Te Roto Akina And also all that parcel of land in the Provincial District of Wellington in the Colony of New Zealand containing four thousand two hundred and forty-four (4,244) acres more or less situate in the district of Ahuriri and bounded on the north by land granted to the Bishop of New Zealand upon trust as an endowment for a school one hundred and thirty-seven (137) chains on the east by the Roto Atara Swamp and by a line bearing 183 degrees twenty-nine (29) chains on the south by a line bearing 282 degrees two hundred and thirty-nine (239) chains on the west by a line bearing 17° 30' twenty-one (21) chains thence by a line bearing 28° 20' ninety-two (92) chains thence by a line bearing 23° 50' forty-seven (47) chains and fifty (50) links thence by a line bearing 16° 15' sixty-seven (67) chains to its intersection with the southern boundary of the land granted to the Bishop of New Zealand aforesaid as the same pieces or parcels of land are particularly delineated in the plans drawn hereon and thereon bordered red with all the appurtenances thereunto belonging And also all those messuages or tenements buildings and hereditaments now standing and being thereon the lessee yielding any paying therefor yearly during the first seven years of the term hereby created the annual rent or sum of one thousand pounds and during the remainder of the said term the annual rent or sum of one thousand eight hundred pounds on the first day of the month of February in each year clear from all deductions or abatements on any account whatever the first of such payments to be made on the first day of February now next And the lessee doth hereby covenant with the lessors that he the lessee will during the first seven years of the term hereby granted lay out and expend the sum of five hundred pounds at the least in the purchase of good grass-seed and in a judicious and husbandlike manner from time to time in sowing the said grass-seed on the lands hereby demised also that he and the lessee will during the first seven years of the said term erect on the said lands good and substantial fencing at least ten miles in extent and in manner (as regards the position of such fencing) to the satisfaction of the lessors also that he the lessee will not nor shall during the said term hereby granted assign sublet or in anywise part with possession of the said lands or any part or parts thereof without first having obtained for so doing the consent in writing of the lessors or some or one of them And the lessors do hereby covenant with the lessee that after the expiration of the first seven years of the term hereby granted it shall be lawful for the lessee to surrender the said land and this lease at the expiration of twelve calendar months' written notice of his intention to surrender which he the lessee shall have given to the lessors at the commencement of any current year of the said last seven years of the said tenancy provided he the lessee shall have previously observed performed and kept the covenants and agreements herein expressed and implied and shall have paid the rent hereby reserved up to and inclusive of the date in which such notice shall expire Provided always that if the said rent or any part thereof shall be in arrear for the space of thirty days after any of the days hereinbefore appointed for payment thereof whether the same shall or shall not have been legally demanded or if breach shall be made in any of the covenants or agreements herein expressed or implied on the lessee's part then and in any such case it shall be lawful for the said lessors at any time thereafter into and upon the hereby leased premises to re-enter and determine the estate of the lessee without releasing the lessee from any liability for rent in arrear or in respect of the breach of any covenant condition or agreement herein expressed or implied Provided lastly that the covenants for title to be herein implied are restricted to the protection of the lessee from the acts deeds and defaults of the lessors and of all persons lawfully claiming by through or under him and not beyond or otherwise.

In witness whereof the parties to these presents have hereunto subscribed their names.

(Deed duly signed and sealed.)