

one hundred and forty-two Ruataniwha Crown Grant District and part of section nineteen R Te Aute starting from the north-east corner of block thirteen Ruataniwha Crown Grant District thence on the north-west by block thirteen and part of block one hundred and forty-two Ruataniwha Crown Grant District thence on the west and south by part of section nineteen R Te Aute thence on the south by blocks sixty-nine and sixty-eight Ruataniwha Crown Grant District thence on the east by a public road and thence on the north by the Pouputahi Matauowhiro and Te Iputaraia Blocks to the starting point Secondly all that piece or parcel of land situate in the Provincial District of Hawke's Bay containing one thousand seven hundred and forty-five acres more or less including a public road and being the whole of block one of the Te Aute College grant starting from the Rotoakiwa Lake thence bounded on the north by the Pukekura West and Patangata number one blocks thence on the east by the Patangata numbers two and three blocks thence on the south by the Patangata number four block and thence on the west by the Rotoatara Block a public road the Government railway-line and the Rotoakiwa Lake to the starting point and thirdly all that piece or parcel of land situated in the Provincial District of Hawke's Bay and containing three hundred and fifteen acres two roods and one perch exclusive of roads railways and three roods and twenty-four and a half perches reserved as a site for a cemetery and being parts of Pouputahi Rotoatara and Otukotorewhero Blocks starting from a point where the south boundary of the Papaaruhe number two block cuts the Wainuiorapa Stream thence on the north by the Papaaruhe number two block five thousand four hundred and eighty-two links thence on the east by the Government railway-line two thousand nine hundred and seventy-five and four-tenths links thence after crossing a public road and the railway-line on the north by a public road two hundred and ninety-seven and a half links thence on the east by block one of the Te Aute College grant five thousand nine hundred and ten links thence on the south-west along a fence-line by part of the Rotoatara Block five thousand one hundred and thirty-four links thence on the east along a fence-line by other part of the Rotoatara Block ninety-eight and a half links thence on the south-west along a straight line by other parts of the Rotoatara and Otukotorewhero Blocks six hundred and eighty-eight and nine-tenths links thence on the west and north by the Government railway-line one thousand eight hundred and ninety-four and seven-tenths links thence on the south-west after crossing the railway-line along straight lines by the Pouputahi Block two thousand four hundred and thirty-eight links thence by the Wainuiorapa Stream two thousand five hundred and eighty links to the starting point but excepting thereout the portion of the said pieces or parcels of land with buildings thereon now occupied by the Te Aute College as the said pieces or parcels of land are delineated in the plans thereof drawn hereon with outline coloured red with all the rights and appurtenances thereunto belonging or appertaining and all the messuages tenements and buildings now standing and being thereon To hold the same unto the lessee for the term of twelve years to be computed from the first day of August one thousand nine hundred and three yielding and paying therefor to the lessors during the said term the yearly rent or sum of two thousand two hundred pounds payable by equal half-yearly payments on the first day of the months of February and August in each year clear of all deductions or abatements on any account whatsoever the first payment to be made on the first day of February one thousand nine hundred and four And the lessee doth hereby covenant with the lessors that the lessee shall and will pay the said rent at the times and in manner aforesaid free and clear of all deductions and shall and will during the said term bear pay and discharge all rates taxes charges assessments impositions and outgoings whatsoever in respect of the demised premises whether now payable or which may during the continuance of the term hereby granted be imposed in respect of the said lands and hereditaments whether the same shall be chargeable against the owner or occupier of the said lands and hereditaments (landlords land-tax or any tax of a like nature that may be passed in substitution therefor alone excepted) and shall and will if and when requested by the lessors so to do surrender and yield up to the lessors such a portion or from time to time such portions of the said land not exceeding in the whole inclusive of the portion of the said pieces or parcels of land now occupied by the said College one hundred acres as may be selected by the lessors and by them required to be so surrendered Provided however that from and after the date of such surrender the lessee shall not be liable for payment of rates taxes charges assessments impositions and outgoings in respect of the land so surrendered and shall and will during the continuance of the term hereby granted insure and keep insured in some responsible insurance office in Napier to be approved by the lessors in the joint names of the lessors and the lessee all buildings and erections the property of the lessors now or hereafter to be erected upon the lands hereby demised in the full insurable value thereof and shall and will when requested so to do produce to the lessors the policies of such insurance and the receipts for the renewal premiums thereon provided that in case the said buildings and erections or any of them or any part thereof shall be destroyed or damaged by fire the moneys to be received in respect of such insurance shall be forthwith applied in rebuilding or repairing the premises so damaged or destroyed and also shall and will during the said term keep the demised premises and all buildings and erections thereon in tenantable order and repair and will (subject as aforesaid) in the like good order and repair deliver up the same at the end or sooner expiration of the said term reasonable wear and tear and accidents by fire alone excepted and also shall and will use and manage the said lands in a proper and husbandlike manner so that the same shall not be overstocked or otherwise impoverished and shall not nor will during the said term assign underlet or part with the possession or occupation of the said lands and hereditaments or any part thereof without the consent in writing of the lessors first had and obtained Provided always and it is hereby agreed and declared that the lessee shall have the right and he is hereby empowered to remove from the lands hereby demised at or within twelve calendar months prior to the expiration of the said term all buildings which shall have been erected on the said lands by the lessee during the term hereby granted or at any time prior thereto for station purposes whether such buildings shall be affixed to the freehold or not Provided that such removal shall be done without damage to the freehold and any holes in or disturbance of the surface shall be refilled and the ground placed as nearly as possible in the same state as it was prior to the erection of the buildings removed