

6. In the case of town and pastoral lands the term of the lease shall be held as commencing on the date of the disposal of the lease by auction as aforesaid; and in the case of arable lands, the term of the lease shall be held as commencing on the first day of May next succeeding the date of the disposal of the lease.

7. In the case of arable lands where the full amount of rent is not payable for two years, the lessee shall pay a deposit to the Board of a sum at the rate of two shillings per acre, which amount shall be refunded by deduction from the rent as it falls due.

The following conditions shall be embodied in the leases granted by the Education Board, viz.:—

*Rural Lands.*

1. Rural arable lands shall be leased for a term of twenty-one years. The rent for the first two years may be nominal (say one shilling per annum), and for the remaining nineteen years shall be the amount per annum specified in the lessee's offer; but in the case of pastoral lands not coming under conditions Nos. 3, 5, 6, and 8, the rent shall commence to be payable on and from the date of the disposal of the lease; and such pastoral lands shall be leased for any period not exceeding fourteen years, as may be agreed on by the Board in each case. The lessee shall pay the rent half-yearly, in equal portions, and also bear and pay all taxes, rates, charges, assessments, or impositions, either already made, or which may afterwards be made, upon or in respect of the lands and any buildings, fencing, and improvements which may be made thereon. The rent in every case shall be payable in advance.

2. Unless otherwise agreed upon, the lessor shall reserve all mines, metals, minerals, lime, slate, and freestones in or upon the demised land, with power to work, use, possess, sell, and dispose of the same or any parts thereof, and also to make roads through such land, and build houses and conveniences, on payment of surface damages; but in the event of the lessee discovering any minerals on the property, the Board will be prepared to grant him permission to work the same on advantageous terms.

3. The fencing and cultivation of the land shall be commenced within one year from the commencement of the term, and the whole of the land shall be properly fenced and brought under cultivation at latest two years before the expiry of the term, unless special circumstances shall, in the opinion of the Board, render a different provision necessary. In the cultivation of the land, the usual rules adopted in good husbandry shall be followed as far as practicable, and, particularly during the first fifteen years of the term, not more than three white crops shall have been taken from the same ground in succession; and whenever three such successive crops shall have been taken, a white crop shall not again be taken from the same ground until it has been at least two years under green crop, pasture, or summer fallow. During the last six years not more than two white crops shall be taken without the intervention of a green crop, pasture, or summer fallow; and in the event of contravention, the lessee shall pay five pounds additional rent for every acre cultivated differently.

4. All fences shall be kept and delivered up in good repair at the end of the term, subject to the arrangement specified in paragraph 7. All claims already made, and which may be made during the currency of the term, in terms of "The Fencing Ordinance, 1856," (or of any other Fencing Ordinance or Amendment Ordinance which may be passed,) by the person or persons entitled, shall be paid by the lessee. The boundary fence at the expiry of the lease shall be a "sufficient" fence within the meaning of "The Fencing Ordinances, 1855 and 1856."

5. In the last year of the lease, grass and clover seeds shall be supplied by the lessor or incoming tenant, on or before the 1st day of September, sufficient to sow down one-sixth of the area of the land demised, which seeds shall be sown, harrowed, and rolled by the lessee at his own expense; but it shall not be necessary to sow such area in grass and clover during the last year of the lease, if the lessee in lieu thereof shall leave an equal extent of land in good pasture; and if only a portion of the prescribed area be left in good pasture, then such additional extent only shall be sown during the last year as shall, together with the land in pasture, making up the sixth part of the area of the land.

6. The lessee shall be bound to permit the incoming tenant to plough all land, except pasture, and to do all other necessary work, after the last year's crop has been removed. The outgoing tenant shall be at liberty to thrash his grain on the demised land, at any time within three calendar months after the expiry of the term.

7. One month before the expiry of the term (should a new lease not be entered into, on terms to be mutually agreed on by lessor and lessee) all buildings and fixtures, including fencing, on the land, shall be valued by arbitration, as hereinafter mentioned, and the lands demised shall be offered for lease by public auction, subject to the payment by the incoming tenant to the outgoing tenant of the valuation of the buildings, &c., so ascertained. In the event of there being no accepted bidder at such auction, the lessee shall accept a new lease for seven years, at the then current rate of rent as ascertained by arbitration, as hereinafter mentioned; or if he decline such renewal of lease, he shall forfeit his right to the valuation of the buildings, fencing, &c., and shall not be entitled to any compensation. A similar arrangement shall be made at the expiry of the new or any subsequent lease.

8. The out-going tenant shall leave on the land all the manure, and at least one-half of the straw grown during the last year of the term. Manure and straw shall be paid for by the incoming tenant, at a fair valuation, as ascertained by arbitration, as hereinafter mentioned.

9. Should the rent not be paid punctually when due, interest at the rate of 15 per cent. per annum may be charged thereon, from the date on which the same may be due up to the day of payment. If the lessee shall fall six calendar months in arrear of rent, or fail to perform any of the conditions of the lease, or become bankrupt or insolvent, or make a bill of sale or assignment, without the sanction of the lessor previously obtained in writing, the lessor shall have power, without any formal demand having been made, to re-enter and take possession of the premises, and to let, use and dispose thereof as he shall think fit, without giving any allowance for houses, &c.; but the lessee shall not be thereby discharged from liability for rent due or growing due at the time of such entry, or for or on account of any previous breach or breaches of any of the covenants or conditions on his part contained or implied in the lease.