

15. The lessee shall exterminate all gorse, briar, brambles, and other noxious weeds growing upon the said land, and keep the land clear and free from the same during the currency of his lease.

16. If the lessee shall be desirous of obtaining a renewal of the lease of the said lands, and of such desire shall give to the lessors at least six calendar months' previous notice in writing before the expiration of the term of his lease, and if the lessee shall have duly and punctually paid all rents payable by him, and shall have observed and performed all the covenants and conditions on his part to be performed and observed, then the lessors will at the expiration of the said term execute to the lessee a new lease of the said lands for a term of twenty-one years to commence on the expiry of the present term of lease. The renewal lease shall be upon the same terms and conditions as are herein expressed, but the rental during the renewal lease shall be at a rate to be fixed by the lessors by a special resolution or by arbitration or valuation in manner hereinafter provided.

17. But in case the lessee shall not within the time hereinbefore specified have signified his desire to obtain such renewal lease, then and in such case, within three calendar months previous to the expiration of the term of his lease (if such term shall not have been previously determined by forfeiture or otherwise), *two* separate valuations shall be made, each by two disinterested valuers, to be appointed in writing as hereinafter provided, one of such valuations to be made of all the substantial improvements of a permanent character then on the said lands hereby leased, and the other of the then gross value of the fee-simple of the land then included in the lease.

18. Every valuation or arbitration to be made under these conditions or under any lease prepared in accordance therewith shall be made by two disinterested valuers, one to be named by each party to the valuation. And in case of their disagreement, then by an umpire to be chosen by such valuers previously to their entering upon the consideration of the matters referred to them. And if such valuers cannot agree as to an umpire within one month of their appointment as valuers, the Commissioners or their successors shall have power to appoint one. And in case either of the parties, for the space of fourteen days next after a notice in writing so to do shall have been given to him by the other party, or shall neglect, or from any cause whatsoever, fail to name a valuer who will act, then the valuation shall be made by the other party alone. The valuers or their umpire shall have power to decide any questions which may arise in the course of their valuation, and in particular any question as to what matters or things are proper subjects of valuation. Provided that no improvements shall be valued except those of a permanent and substantial character, as defined in section 3 of "The Land Act, 1892."

19. The expenses of any arbitration, valuation, or award shall be borne and paid by each party in equal shares, and the submission made in each case may be made a rule of the Supreme Court of New Zealand at the instance of either of the parties.

20. The lessors may, if they think fit, pay to the lessee the amount of such valuation of the buildings and improvements, in which case such buildings and improvements shall, upon such payment, become the exclusive property of the lessors upon the expiration of the term mentioned in these conditions.

21. But if the lessors shall not, upon the expiration of the term of lease, pay to the lessee the amount of such valuation, then a lease of the said lands and premises for a further term of twenty-one years, containing such covenants and provisions as the lessors shall deem necessary or expedient, shall be put up by the lessors to public auction or public tender at the upset annual rent of the said lands as valued without buildings and improvements, *subject to the payment by the purchaser at such auction or successful tenderer of the value of the said buildings and improvements* fixed by the valuers or their umpire as aforesaid. And in the event of any person or persons other than the lessee becoming the purchaser at such auction, or being the successful tenderer for the said lease for the said further term of twenty-one years, such person or persons shall forthwith pay in cash to the lessors for the benefit of the lessee the amount of the value of the buildings and improvements so fixed as aforesaid, and shall enter into a lease of the said premises for the said further term of twenty-one years at the annual ground-rent at which the said premises shall have been so sold. Provided always, and it is hereby expressly declared, that nothing in these presents contained shall be deemed to render the lessors liable to pay to the lessee all or any part of the value of any buildings or improvements upon any valuation made under the foregoing provisions, save after having received the amount thereof for his or their benefit as aforesaid. When the day arrives on which the terminating lease expires, or thereafter if the lessors are satisfied that the outgoing lessee has let the new lessee into quiet possession of the land, and that none of the improvements which were thereon when the valuation mentioned in this section was made have been destroyed or appreciably damaged, the lessors shall pay to the outgoing lessee the amount received by them from the incoming lessee as aforesaid. If any of the said improvements have been destroyed or appreciably damaged as aforesaid, then the value of the improvements so destroyed or the cost of repairing such damage shall be decided by the lessors or some person appointed by them, and the amount so fixed with the costs attending such decision shall be deducted from the amount payable as aforesaid to the outgoing lessee, and, save the amount deducted for costs, shall be returned to the incoming lessee.

22. If there shall be no bid nor tender of or over the upset price of the annual ground-rent so valued as aforesaid, then at or (as the case may be) as from the expiration of the said term hereby granted, the said lands, with all buildings and improvements thereon, shall absolutely revert to the lessor free from any payment or compensation whatever: Provided, however, that the said lands and improvements shall only revert after the expiration of one month from the date of such auction or closing of such tender, during which time the lessee shall have the option to take up the same at such upset price.

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