

9. If the lessee shall, at any time prior to the expiration of the term hereby created, be desirous of obtaining a fresh lease of the lands hereby demised, and of such desire shall give to the lessors one calendar month's previous notice in writing terminating at least six calendar months before the expiration of the term hereby created, and if the lessee shall have duly and punctually paid all rents hereby reserved, and shall have observed and performed all the covenants and conditions on his part contained or implied, then the lessors will at the expiration of the said term execute to the lessee a fresh lease of the said lands for the term of _____ years, to commence on the expiry of the term hereby created, at a rental to be fixed by the lessors by special resolution or otherwise, as provided by "The Public Bodies' Powers Act, 1887," or any amendment thereof, such lease to contain like covenants to those contained in this present lease, and to be similar in all other respects thereto, save in so far as the same may be altered or modified by any Act of the General Assembly of New Zealand, and excepting also that such new lease shall not contain this or any covenant or condition for renewal.

10. But in case the lessee shall not within the time hereinbefore specified have signified desire to obtain such renewal lease, then and in such case, within the six calendar months previous to the expiration of the term hereby created (if such term shall not have been previously determined by forfeiture or otherwise), two separate valuations shall be made, each by two indifferent persons to be appointed in writing as follows: One by the lessors and the other by the lessee—one of such valuations to be made of all the buildings and improvements then on the said lands hereby leased, and the other of the fair annual ground-rent of the said lands only, without any buildings or improvements, for a further term of _____ years from the expiration of the term hereby granted (such rent to be an even annual sum payable throughout the term, without increasing or decreasing during the said term). Such valuers shall, before entering upon the valuations, together appoint in writing under their respective hands a third valuer, who shall be an umpire between them. The decision of such two first-appointed valuers, if they agree, or in such respects as they agree, or of such third valuer or umpire if they do not agree, or in such respects as they do not agree, shall be binding on all parties. The duty of such third valuer or umpire, on reference to him of any question under these presents, shall be to analyse the respective valuations of the two first-appointed valuers in the matters in which their valuations shall not agree, and then to make an independent and substantive valuation, which last-mentioned valuation shall be the decision of the third valuer or umpire: Provided always that in making such decision on any question referred to him the said third valuer or umpire shall in every case be bound to make a valuation not exceeding the higher or less than the lower of the valuations made by the other valuers respectively.

11. 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 hereby granted.

12. But if the lessors shall not, before the expiration of the term hereby granted, pay to the lessee the amount of such valuation, then and in such cases, before the expiration of the term hereby granted, a lease of the said lands and premises for a further term of _____ years, containing such covenants and provisions as the lessees shall deem necessary or expedient, shall be put up by the lessors to public auction 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 of the value of the said buildings and improvements fixed by the valuers or their umpires as aforesaid. And in the event of any person or persons other than the lessee becoming the purchaser at such auction of the said lease for the said further term of _____ 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 at the annual ground-rent at which the said premises shall have been so sold at such auction. And the lessors (all rent and outgoings having been previously paid) shall pay over to the lessee the amount of the value of the said buildings and improvements paid to the lessors by the purchaser without any deduction whatsoever: 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.

13. If either party shall fail to appoint in writing a valuer who will consent to act, and also serve on the other party a notice in writing of such appointment having been made, within twenty-one days after being served by the other party with a notice in writing of the appointment of a valuer by such other party, then the valuer appointed by the side giving such last-mentioned notice shall make the two said valuations of buildings, improvements, and annual ground-rent alone, and such valuations shall be final and conclusive on all parties, and a similar final valuation shall be made by either of the valuers in case the other valuer shall refuse or neglect to act.

14. Any such notice as aforesaid may be served upon the lessors by being left at the office of their secretary, clerk, or other like officer, and may be served upon the lessee by being given to or left at _____ usual or last-known place of abode or business within the provincial district where the lands demised are situated, or sent addressed to _____ at such place as aforesaid through the post, or left at or affixed to the said lands or any building thereon.

15. Upon any sale as aforesaid of a lease by auction the lessors may make usual and any other fair and reasonable conditions of sale to duly and effectively carry out the intention of these presents, and in particular may provide for the payment by purchasers at the auction of a substantial deposit, and may also provide that, in the event of the purchaser refusing or neglecting to complete his purchase according to the terms and conditions thereof, he shall forfeit to the lessors such deposit and pay to the lessors as liquidated damages a sum not exceeding one-half of the total deficiency (if any) during the term of years of the rent to be paid by the new purchaser at a sub-