under any renewed lease granted or to be granted in pursuance of the agreement in that behalf hereinbefore contained, and every dispute or difference which shall arise between the lessors and lessees as to the value of any buildings, fixtures, or fencing as aforesaid, or the rights or liabilities of the lessors or the lessees hereunder, or as to any other matter or thing herein contained, expressed, or implied, shall be referred to the arbitration and determination of two indifferent persons, one to be appointed by the lessors and the other by the lessees, and in case the said arbitrators shall fail to agree upon an award within twenty-one days after their appointment, then of an umpire chosen and appointed by the said arbitrators in writing before entering upon the business of such reference, and that if either party shall for seven days refuse or neglect to appoint an arbitrator as aforesaid, and also serve on the other party a notice in writing of such appointment having been made, after having been requested in writing so to do by such other party, or shall appoint an arbitrator who shall for seven days after his appointment refuse or neglect to join in appointing an umpire as aforesaid, or who shall refuse or neglect to act in any of the said arbitrations, then and in any and every such case the arbitrator appointed by the other party shall proceed to determine the matters in difference as if he were an arbitrator appointed by both parties for that purpose, and that the award or determination which shall be made by the said arbitrators, arbitrator, or umpire respectively as aforesaid shall be final and binding upon the lessers and the lessees, and that the said arbitrators, arbitrator, or umpire respectively shall have full power and authority to decide all questions which may arise in the course of their said arbitration according to the true intent and meaning of these presents, and the costs of every such reference and award shall be borne and paid by the lessors and the lessees in equal shares, and that these presents and every of any such reference, submission, or award may be made a rule or order of the Supreme Court of New Zealand at the instance of either the lessors or the lessees, and with or without notice to the other of them, and also that any notice or request to appoint or notice of appointment of an arbitrator as aforesaid may be served on the lessors by being left at the office of the secretary of the lessors, and may be served on the lesses, or either of them personally, or by leaving the same at or upon or affixing the same to the said lands or any part thereof or any building thereon: Provided always, and it is hereby agreed, that the lessors shall not be liable or responsible for any delay in putting up to auction or offering the said lands or any part thereof for letting or in obtaining a tenant therefor; and that the lessors shall not in any case be liable to pay any part of the value of the said buildings, fixtures, or fencing, or for or in respect of the non-payment thereof or any part thereof by an incoming tenant. And it is hereby lastly agreed and declared between the lessors and the lessees that the covenants, powers, and provisions implied in leases by "The Land Transfer Act, 1885," or any Act passed in amendment thereof or in substitution therefor, shall be negatived or modified in respect of this lease in so far as the same are or may be inconsistent with the modifications hereby made or the covenants, powers, or provisions herein expressed.

above described, do hereby accept this lease of the said lands deand scribed in the schedule hereto to be held by us as tenants, and subject to the conditions, restrictions, exceptions, reservations, and covenants above set forth and herein implied, which shall bind

us jointly and severally.

Dated this

, one thousand

## The Schedule before referred to.

All that parcel of land in the Provincial District of Otago, situated in the Districts of acres or thereabouts, being on the map of the said districts, and known containing , excepting thereout all pre-emptive rights and road-lines, as the same is more particularly delineated in the plan drawn hereon, and therein indicated by a red colour.

The common seal of the School Commissioners for the Otago Provincial District, as lessors, was hereunto affixed in the presence of-, School Commissioners for the Otago Provincial District,

Signed by the above-named

and

, as lessees, in the presence of

## No. 11.

The Commissioner of Crown Lands, Southland, to the Under-Secretary for Lands. Department of Lands and Survey,

District Office, Invercargill, 6th November, 1903.

The Under-Secretary for Lands, Wellington.

Circular No. 597: Otago School Commissioners' Leases.

WITH reference to the above circular, I have to state that, as there was no information on the subject in this office, and the local agent for the School Commissioners is out of town, the Commissioner applied to the Secretary to the School Commissioners for the required information, and I GEO. ROBINSON, now enclose copy of his reply, with form of lease used. For Commissioner of Crown Lands.

Education Reserves Office, Dunedin, 30th October, 1903.

The Commissioner of Crown Lands, Invercargill. In reply to your memo. of the 29th instant, I beg to say that the following are the conditions of leases issued by the School Commissioners of Otago in respect of education reserves:—