

New Zealand.



ANALYSIS.

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1900, No. 20.—*Local.*

AN ACT to confer Additional Leasing-powers upon the Council of the City of Wellington. Title.
[20th October, 1900.]

BE IT ENACTED by the General Assembly of New Zealand in Parliament assembled, and by the authority of the same, as follows:—

1. The Short Title to this Act is "The Wellington City Leasing Act, 1900." Short Title.
2. In this Act, if not inconsistent with the context,— Interpretation.
 - "City" means the City of Wellington:
 - "Corporation" means the Mayor, Councillors, and Citizens of the City of Wellington:
 - "Council" means the Council of the City of Wellington.
3. It shall be lawful for the Corporation, at any time within one year from the coming into operation of this Act, to accept a surrender of any lease granted by it before the coming into operation of this Act of any land situate in the city and not having any building thereon at the time of the granting of such lease, which lease shall not contain any provisions for renewal, or any provisions under which the lessee, his executors, administrators, or assigns, can receive compensation for any buildings or improvements, with a view to the granting by the Corporation to the person entitled to the estate and interest of the lessee under such lease of a new lease under the provisions of section four of this Act. Corporation may accept surrenders of leases having no provisions for renewal or compensation.
4. It shall be lawful for the Corporation, upon any surrender made under section three of this Act, but within one year from the coming into operation of this Act, to grant to the person who immediately before such surrender was entitled to the estate and Corporation may in exchange grant new lease in the form in the Schedule.

interest of the lessee under the surrendered lease a new lease of the land comprised in the surrendered lease, for a term not exceeding twenty-one years, with provisions for renewal from time to time for successive terms of not exceeding twenty-one years, which new instrument may be a memorandum of lease or deed of lease (as the case may require) in or to the effect of the form set out in the Schedule hereto:

Provided, first, that the rental for the first term under such new lease shall be the full annual ground-rental of the said land that ought to be paid during such first term without reference to any buildings or improvements existing on the said land, such rental to be ascertained by a valuation made by three independent valuers, one appointed by the person entitled to the estate and interest of the lessee under the lease to be surrendered as aforesaid, the second by the Council, and the third by the two valuers appointed as aforesaid, or by any two of the said three valuers who shall agree, and to be in writing under the hands of the valuers agreeing to the same; and provided, secondly, that the person entitled to the estate and interest of the lessee under the lease to be surrendered shall at the time of the grant of the said new lease pay to the Corporation by way of premium for the same a sum of money representing the prospective interest of the Corporation under such last-mentioned lease in the buildings and improvements (if any) existing upon such land, diminished by the surrender-value of such surrendered leases, such sum to be ascertained by valuation in manner aforesaid; and the Corporation may in such new leases make conditions for the erection of buildings.

Corporation may grant new leases under section 4 in exchange for surrenders of compensation leases requiring renewed terms to be submitted to public competition.

5. It shall be lawful for the Corporation, at any time within one year after the coming into operation of this Act, to accept a surrender of any lease of any land situate in the city granted by the Corporation before the coming into operation of this Act reserving only a ground-rent and containing any provisions for renewal or any provisions under which the lessee, his executors, administrators, or assigns, can receive compensation for any buildings or improvements, but under which lease the renewed term or terms must be submitted to public competition, and to grant to the person entitled to the estate and interest of the lessee thereunder a new lease under the provisions of section four of this Act, which provisions (save the second proviso) shall apply accordingly: Provided that such person shall at the time of the grant of the said new lease pay to the Corporation by way of premium for the same a sum of money representing the increased benefits conferred by the said new lease, such sum to be ascertained by valuation in manner provided in section four of this Act.

Section 5 to apply to leases granted under Corporation Acts of 1885 and 1899.

6. The provisions of section five of this Act shall in particular apply to the case of leases of lands situated in the city granted at ground-rents under section five of "The Wellington Corporation Leaseholds Act, 1885," or under section nine of "The Wellington City Empowering Act, 1899."

Lots may be surrendered, and new leases granted.

7. Where two or more allotments are included in one lease, but the rent is apportioned to the several lots in the Corporation books, any one or more of such lots may be surrendered under this Act, and

new leases granted upon such surrenders accordingly as if separate leases of such lots respectively had been originally granted at the apportioned rents.

SCHEDULE.

Schedule.

D.]

FORM OF LEASE.

[New Zealand.

WE, the Mayor, Councillors, and Citizens of the City of Wellington, hereinafter called "the Corporation" (which expression shall include its assigns where the context so requires or admits of), being registered as the proprietors of an estate of fee-simple, subject, however, to such encumbrances, liens, and interests as are notified by memorandum underwritten or indorsed hereon, in that piece of land situated in the City of Wellington, containing _____, be the same a little more or less, and being the lot numbered _____ on the plan deposited in the Lands Registry Office at Wellington as plan number _____, and being also part of the lands comprised in a _____ entered in the Register-book in the said office, Volume _____, folio _____, which piece of land is delineated in the plan drawn hereon, and is therein bordered _____, do hereby lease to _____ all the said lands, to be held by _____, the said _____ hereinafter called "the tenant" (which expression shall include _____ executors, administrators, and assigns where the context so requires or admits), as tenant for the space of _____ years, computed from the _____ day of _____, one thousand nine hundred _____, at the yearly rental of _____, payable half-yearly in advance on the _____ day of _____ and the _____ day of _____ in every year (the first of such payments having been already made), subject to the following covenants, conditions, and restrictions:—

And the tenant do hereby for _____ heirs, executors, administrators, and assigns [jointly and severally] covenant with the Corporation,—

That the tenant will, during the term hereby granted, pay the yearly rental hereinbefore reserved at the times and in manner hereinbefore in that behalf mentioned (without any deduction);

And that the Council of the City of Wellington may from time to time make, impose, and levy, in respect of the said premises hereby demised, all such rates, taxes, charges, and assessments as it could lawfully make, impose, and levy in respect thereof if such premises were not owned by the Corporation;

And that the tenant will pay and discharge all rates, taxes, charges, assessments, and outgoings whatsoever now or hereafter during the said term to be assessed, charged, or imposed upon the said demised premises, or on the owner or occupier in respect thereof (including all rates, taxes, charges, and assessments from time to time assessed, charged, or imposed by the Council of the City of Wellington in respect of such premises):

Provided always, and these presents are upon this condition, that if the rent hereby reserved, or any part thereof, shall at any time be in arrear or unpaid for thirty days after the same shall have become due (whether any formal or legal demand thereof shall have been made or not), or if there shall at any time be any breach or non-observance of any of the covenants by the tenant herein contained, then and in any such case it shall be lawful for the Corporation, or any person duly authorised by it in that behalf, into and upon the said demised premises, or any part thereof, in the name of the whole to re-enter. And thereupon this present lease, and every clause and thing herein contained, shall absolutely cease, determine, and become void, but without prejudice to any right of action or remedy of the Corporation for or in respect of any rent which shall have then accrued due under these presents, or for or in respect of any breach or non-observance of any of the covenants by the tenant herein contained that shall as then have accrued.

And it is hereby agreed and declared that if the tenant shall at least six calendar months before the expiration of the term hereby granted serve upon the Town Clerk of the Corporation, or leave at the public offices of the Corporation, a notice in writing addressed to the Corporation signed by the tenant, or signed on behalf of the tenant by _____ attorney, or agent, or solicitor, stating the desire of the tenant to have a valuation made of the annual rental of the said demised premises for a term of _____ years, to commence from and after the expiration of the term hereby granted, and naming an independent person appointed by the tenant to act as _____ valuer for the purpose of such valuation, and containing an

address at which all notices under the provisions hereinafter contained may be served, and if the term hereby granted shall not have been determined by re-entry or otherwise, then and in such case the following provisions shall have effect, namely:—

- (1.) A valuation shall be made to ascertain the said annual rental. Such valuation shall be made by three independent persons—one appointed by the tenant as aforesaid, one to be appointed by the Corporation (of which appointment notice in writing under the common seal of the Corporation, or signed by the Town Clerk, or otherwise on behalf of the Corporation, shall be served upon the tenant or left at the address for service contained in the notice served by as aforesaid at least five calendar months before the expiration of the term hereby granted), and the third valuer to be appointed by the two valuers appointed as aforesaid by writing under their hands before proceeding to the valuation.
- (2.) At least three calendar months before the expiration of the term hereby granted, and not afterwards, the said three valuers, or any two of them, shall make their valuation, and reduce the same in duplicate into writing, and sign each of such writings, and also at least three calendar months before the expiration of the term hereby granted, and not afterwards, serve one of such writings upon the Town Clerk of the Corporation or leave the same at the public offices of the Corporation, and serve the other writing upon the tenant or leave the same for at the address for service contained in the notice served by as aforesaid.
- (3.) In ascertaining such new rental the valuers shall not take into consideration the value of any building or improvements then existing upon the said demised premises, but they shall value the full and improved ground-rental of the said premises that ought to be payable during the said new term.
- (4.) If the Corporation shall fail or neglect to appoint and notify the appointment of its valuer in manner aforesaid at least five calendar months before the expiration of the term hereby granted, then and in such case the valuer appointed by the tenant shall, at least three calendar months before the expiration of the term hereby granted, and not afterwards, make, reduce into writing, sign, and serve the valuation in manner hereinbefore provided alone.
- (5.) The reasonable cost of and incidental to the valuation shall be paid by the tenant.

And the Corporation doth hereby, for itself and its assigns, covenant with the tenant that if the tenant, having given notice in manner and time aforesaid of desire to have a valuation made as aforesaid, shall at least two calendar months before the expiration of the term hereby granted serve upon the Town Clerk of the Corporation, or leave at the public offices of the Corporation, a notice in writing addressed to the Corporation signed by the tenant, or signed on behalf of the tenant by , attorney, or agent, or solicitor, stating the desire of the tenant to take a new lease of the said demised premises for a term of years, to commence from and after the expiration of the term hereby granted, at the annual rental ascertained by valuation as aforesaid, or, if from any reason whatsoever no such valuation as aforesaid shall have been made, then stating the desire of the tenant to take such new lease at the full and improved ground-rental of the said demised premises that ought to be payable during the said new term without reference to the value of any buildings or improvements then existing thereon, then and in such case the Corporation and all other necessary parties (if any) shall (the term hereby granted not having been determined by re-entry, or otherwise than by effluxion of time), at the reasonable costs of the tenant, and upon the tenant executing and delivering to the Corporation a counterpart thereof, make, execute, and deliver to the tenant a new and effectual lease of the said demised premises for the said further term of years, at the new annual rental ascertained by valuation as aforesaid or (as the case may be) at such full and improved ground-rental as aforesaid, and with, under, and subject to the like covenant, provisoes, agreements, declarations, and provisions as are contained in this present memorandum of lease, including the present covenant for renewal, and all provisions ancillary or in relation thereto.

And the Corporation will, at the request and reasonable costs of the tenant, do all acts necessary for perfecting the said new lease, whether by registration or otherwise.

And it is hereby expressly declared that no covenant, proviso, or other provisions shall be deemed implied herein by statute.

do hereby accept this lease of the above-described lands, to be held by , as tenant , and subject to the conditions, restrictions, and covenants above set forth.

In witness whereof the Corporation has caused its common seal to be hereunto affixed, and the tenant ha hereto subscribed name , this day of , 190 .

(Signatures.)