SUPPLEMENTARY ORDER PAPER.

HOUSE OF REPRESENTATIVES.

Thursday, the 25th Day of September, 1902.

BLUFF HARBOUR FORESHORE RECLAMATION AND LEASING AND BORROWING BILL.

Hon. Sir J. G. WARD, in Committee, to move the following amendments :—

Preamble. Line 8: Before the word "Schedule" insert "First."

Clause 3. Line 3: The like amendment.

Omit clause 5, and substitute the following :—

Power to lease.

5. The Board may lease any of the said lands or any part thereof for any term not exceeding sixty-six years in possession without any fine, premium, or foregift, with power to grant renewals from time to time for a similar period, or provide for payment of valuation according to the form of lease in the *Second* Schedule hereto :

Provided that every lease to be granted by the Board under this Act shall be in the form or to the effect in the said *Second* Schedule :

Provided also that the lease of all such lands shall, except in cases provided for in the next section, be sold by public auction, and at least twenty-one days' notice of such intended sale shall be given by advertising the same in each issue till the day of sale in a daily newspaper circulating in Invercargill.

Lease to be by public auction.

6. The lease of any of the said lands which has once been offered for sale by auction as aforesaid, and not sold, may at any time within twelve months thereafter be sold by private contract at a rent not less than the rent reserved when it was offered ; or it may, at any time either before or after the expiration of twelve months, be again offered by public auction, subject as hereinbefore provided ; or it may be offered for sale by public tender, as the Board thinks fit.

Short tenancies.

7. Notwithstanding anything in this Act, the Board may let any of the said lands by public auction or public tender for a tenancy determinable after the expiration of one year by three months' notice in writing on either side, and in cases contemplated by this section it shall not be necessary for the Board to issue any lease.

Surrenders.

8. The Board may, on such terms as it thinks fit, accept surrenders of any leases granted under this Act :

Provided that the lessees shall accept a new lease or leases, in accordance with the provisions of this Act, of the land the lease or leases whereof are so surrendered :

Provided also that the rent payable under such new lease shall be fixed by two arbitrators or their umpire, to be appointed pursuant to and in accordance with the provisions of "The Arbitration Act, 1890."

Sub-leases.

9. (1.) The Board may, with the consent of any lessee, his executors, administrators, or assigns, grant to a sub-lessee a lease direct from the Board of the whole or any part of the land comprised in any such lease for the whole residue of the term of the original lease; but so that the rent payable to the Board is not thereby lessened or the term for which the original lease was granted extended.

(2.) The provisions of this section shall apply although no lease has been actually executed, but only an agreement for a lease entered into.

Add the following Schedule:—

SECOND SCHEDULE.

THE Bluff Harbour Board (hereinafter called "the Board"), being registered as the proprietors of an estate in 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 , in the Provincial District of Otago, containing , be the same a little more or less, as the same is described in the Schedule hereto, do hereby lease to all the said land, to be held by , the said , as tenant for the term of years, computed from the day of , one thousand nine hundred and , at the yearly rental of , payable subject to the following covenants, conditions, and restrictions:—

That , the said executors, administrators, or assigns, will during the said term pay the said rent on the abovementioned days at the said office of the Board in Campbelltown, in the said Provincial District of Otago, and will pay and discharge all existing and future taxes, rates, and assessments whatsoever chargeable in respect of the said demised premises, or on the landlord or tenant thereof (including the cost of making and repairing the footpaths in front of the said land), and will bear and perform all other burdens or duties in any way incumbent on the owner or occupier thereof; and also will not carry on offensive trades, will not without leave assign or sublet, nor will without the consent in writing of the Board remove or take away any buildings or erections which may at any time be on the said land or any part thereof. And also that it shall be lawful for the Board and also for the Corporation of the Borough of Campbelltown, their successors or assigns, with the consent of the Board first obtained, at any time or times during the said term, without any further consent on the part of the said executors, administrators, or assigns, than is hereby given, to enter upon the said land hereby demised, and lay any drainpipes or construct any sewers, as the Board or the said Corporation, their successors or assigns, with such consent as aforesaid, may think proper through any part of the said land without making any compensation to the said executors, administrators, or assigns therefor; and that for such purpose the officers, servants, and workmen of the Board or of the said Corporation, their successors or assigns, shall have full right to enter upon the said demised premises, with or without horses or vehicles, as may be necessary at all reasonable hours in the daytime. And it is hereby expressly declared that wherever the words "six calendar months" occur throughout subsection ( ) of section of "The Land Transfer Act, 1885," the words "twenty-one days" shall for the purpose of this lease be substituted therefor, so that the said subsection which is implied herein shall in the reading and construction of this lease be read and construed as if the said words "twenty-one days" had been inserted therein instead of the aforesaid words "six calendar months." And also that three calendar months previous to the expiration of the said term two separate valuations shall be made by three indifferent persons, to be appointed in writing as follows—one by the Board, their successors or assigns; one by the said executors, administrators, or assigns; and the other by the two valuators so to be appointed—and the decision of such three valuators, or any two of them, shall be binding on all parties: one of such valuations to be made of all the buildings and improvements then on the said land, and the other of the fair annual ground-rent of the said land only without any buildings or improvements, for a further term of years from the expiration of the lease hereby granted. And before the expiration of the lease hereby granted a lease of the said land and premises for such further term of years shall be put up to public auction at the upset price of the annual rent of the said land as valued without buildings and improvements, subject to the payment by the purchaser of the value of the said buildings and improvements fixed by the valuators as aforesaid; and in the event of any person or persons other than the said executors, administrators, or assigns, becoming entitled to the lease of the said lands for the said further term, such person or persons shall forthwith pay in cash to the Board, their successors or assigns, for the benefit of the said executors, administrators, or assigns, the amount of the value of the buildings and improve-

ments so fixed as aforesaid, and shall enter into a lease for the said further term at the annual ground-rent at which the said land shall be sold at such auction; and the Board, their successors or assigns, shall pay over to the said executors, administrators, or assigns, the amount of the value of the said buildings and improvements paid to them by the purchaser, without any deduction whatsoever; but if there be no biddings at the said auction upon the upset price as before mentioned, or if the said executors, administrators, or assigns, shall be the highest bidder thereat, then the said executors, administrators, or assigns, shall accept and the Board, their successors or assigns, shall grant to the said executors, administrators, or assigns, a renewed lease of the said land and premises for the further term of years from the expiration of the term hereby granted at either the upset price as aforesaid or the bid or highest bid which the said executors, administrators, or assigns, shall have given thereof, as the case may be; and such renewed lease shall contain or have implied therein the same covenants, conditions, provisions, and agreements as are contained or implied in this present lease, including the foregoing provision for valuation and renewal. And, lastly, that the covenants and provisions implied in leases by "The Land Transfer Act, 1885," or any statutory modification or amendment thereof, 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 and provisions herein expressed; and the abovenamed do hereby accept this lease of the above-demised land to be held by as tenant, and subject to the conditions, restrictions, and covenants herein set forth and implied.

Dated this day of , 19 .

Sealed with the common seal of the Bluff Harbour Board as lessor, in the presence of .

Signed by the abovenamed as lessee, in the presence of .

MEMORANDUM OF ENCUMBRANCE.

[*The Schedule referred to in the Foregoing Lease.*]

INDORSEMENT.

No. . Lease of , situate in .

, lessor.

, lessee.

Particulars entered in the Register-book, Vol. , folio , the day of , 19 , at o'clock.

, District Land Registrar of the District of .

Correct for the purposes of the Land Transfer Act.