

New Zealand.



ANALYSIS.

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1902, No. 28.—*Local.*

AN ACT to empower the Bluff Harbour Board to reclaim from the Waters of the Bluff Harbour part of the Foreshore of the said Harbour, and to lease the Lands so reclaimed, and to borrow the Sum of Fifty Thousand Pounds, and for other Purposes.

[2nd October, 1902.]

WHEREAS it is desirable to empower the Bluff Harbour Board from time to time to reclaim from the waters of the Bluff Harbour the parcels of land described in the First Schedule hereto, being part of the foreshore of the said Bluff Harbour, and to authorise the Governor in Council to grant to the Board the said lands as and when reclaimed, and to empower the Board from time to time to lease the lands so reclaimed and granted, and also to borrow the sum of fifty thousand pounds for the purpose of effecting such reclamation and for the purposes incidental thereto, and for other purposes:

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

1. The Short Title of this Act is "The Bluff Harbour Fore-shore Reclamation and Leasing and Borrowing Act, 1902."

2. In this Act, if not inconsistent with the context, the words—

"The Board" mean the Bluff Harbour Board constituted by and under "The Harbours Act, 1878":

"The Act" mean and include "The Harbours Act, 1878," and the several Acts amending the same.

Bluff Harbour
Board may reclaim
lands described in
the First Schedule.

3. Subject to the provisions of section one hundred and fifty-six of "The Harbours Act, 1878," it shall be lawful for the Board from time to time, in such parts or subdivisions as it shall think fit, to reclaim from the waters of the Bluff Harbour the parcels of land described in the First Schedule hereto, and for that purpose to dredge and deepen the said harbour, and use the material thereby obtained in effecting such reclamation.

Governor in Council
may grant to the
Board lands as and
when reclaimed.

4. It shall be lawful for the Governor in Council, in the name and on behalf of His Majesty, from time to time to grant to the Board such portions of the said lands as are not included in the areas taken for railway purposes as mentioned in the said First Schedule, as and when the same are reclaimed.

Power to lease.

5. The Board may lease any of the said lands so granted to them (hereinafter referred to as "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.

10. The rents and profits which may arise from the lease of any land under this Act shall form part of the Harbour Fund, and be applied accordingly, and may be applied in repayment of any loans of the Board by means of a sinking fund or otherwise.

Rent to form part of Harbour Fund.

11. The Board may, subject to the provisions of the Act, borrow and take up at interest any sum of money, not exceeding in the whole the sum of fifty thousand pounds, in addition to the sum of fifty thousand pounds already raised and borrowed under "The Bluff Harbour Endowment and Borrowing Act, 1877," and the Act, for the purpose of effecting such reclamation, and for purchasing any dredge, plant, or machinery that the Board may deem requisite for the purpose of dredging and deepening the said harbour and obtaining therefrom or elsewhere material for the purpose of such reclamation. But no money shall be borrowed under the authority of this Act which shall produce to the lender a higher rate of interest than four pounds ten shillings per centum per annum.

Board may borrow £50,000.

Interest not to exceed £4 10s. per centum per annum.

12. The power given to the Board in and by the last preceding section shall be exercised in the manner and subject to the conditions prescribed by the Act; and the provisions of the Act for the repayment of loans and the remedies of debenture-holders, and such further and other provisions of the Act for the protection of such debenture-holders as shall be applicable, shall be and be deemed to be incorporated herein.

Conditions of borrowing.

13. This Act shall be deemed to be a special Act within the meaning of the Act.

Act to be deemed special Act within the meaning of "The Harbours Act, 1878."

14. (1.) Notwithstanding anything in this Act, the Governor in Council may, if he thinks fit, at any time before the commencement of the reclamation authorised by this Act, reduce the area of such reclamation, and by notification in the *Gazette* redefine such area.

Area of reclamation may be reduced.

(2.) Upon such notification this Act shall be construed according to the tenor of the notification.

SCHEDULES.

Schedules.

FIRST SCHEDULE.

ALL that area covered by the sea at high water, containing by estimation 23 acres and 20 poles, more or less, forming part of the foreshore at the Bluff Harbour, which said area includes an area of 7 acres 2 roods 20 poles, more or less, being portion of the area taken for railway purposes by a notification dated the 13th February, 1893, and published in the *New Zealand Gazette* No. 13, of the 23rd February, 1893, and also an area of 2 acres 1 rood, being portion of the area taken for railway purposes by Proclamation dated the 29th September, 1897, and published in the *New Zealand Gazette* No. 86, of the 7th October, 1897, and bounded as follows: Commencing at a point 507 links distant on a bearing of 8° 26' from the bench-mark in Gore Street, Campbelltown, near the north-east corner of Block I., Campbelltown, and proceeding

thence as follows: On a bearing of $283^{\circ} 4' 20''$ for a distance of 5340 links; thence on a curve of 30 chains radius for a distance of 870 links to high-water mark, being the boundary of the Bluff railway land; thence generally in an easterly direction by boundary of railway land and high-water mark for a distance of about 6550 links; thence on a bearing of $8^{\circ} 26'$ for a distance of 50 links, to the point of commencement.

Also all that area covered by the sea at high water, containing by estimation 10 acres 2 roods, more or less, forming part of the foreshore of the Bluff Harbour, which said area includes an area of 1 acre 1 rood 25 poles, being portion of the area taken for railway purposes by a Proclamation dated the 7th day of August, 1899, and published in the *New Zealand Gazette* No. 69, of the 17th August, 1899. Commencing at a point 507 links distant on a bearing of $8^{\circ} 26'$ from the bench-mark in Gore Street, Campbelltown, near the north-east corner of Block I., Campbelltown; proceeding thence on a bearing of $103^{\circ} 4' 20''$ for a distance of 140 links, thence on a bearing of $115^{\circ} 17'$ for a distance of 340 links, thence on a bearing of $125^{\circ} 19'$ for a distance of 2810 links, thence on a bearing of $162^{\circ} 30'$ for a distance of 570 links, thence on a bearing of 214° for a distance of 30 links, to high-water mark; thence westerly and north-westerly by high-water mark for a distance of 4100 links; thence on a bearing of $8^{\circ} 26'$ for a distance of 50 links, to the point of commencement.

As the two estimated areas of 23 acres 20 poles and 10 acres 2 roods are more particularly delineated on the plan marked M.D. 2532, deposited in the office of the Minister of Marine, at Wellington, and thereon edged or coloured blue.

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 valuers so to be appointed—and the decision of such three valuers, 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 valuers 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 improvements 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.