

- (c.) Subject to the provisions of the next succeeding clause numbered 3, completion of the purchase shall be made, and possession of the said land shall be given and taken, on the day of , 19 , being not earlier than three months after the date of this agreement: Provided that the date of completion may be extended for such period as is agreed on in writing by the association and the vendor.
3. As between all parties hereto it is hereby agreed as follows:—
- (a.) Notwithstanding anything in the last preceding clause contained regarding the time of completion of the purchase between the vendor and the said association, completion of such purchase shall not be made until the survey plan referred to in the next succeeding paragraph marked (b) is approved by the Chief Surveyor.
- (b.) Upon the application for confirmation of this agreement being made pursuant to section 7 of the said Act, if it appears to the Chairman of the Board of Land Purchase Commissioners subsequent to the preliminary investigations made by him that it is reasonably certain that the Board will ultimately report to the Minister of Finance that the agreement is fit and proper to be confirmed (with or without modifications as the case may be), then and in such case the vendor will, on receipt of notification from the said Chairman to that effect, and prior to such confirmation as aforesaid, cause a survey to be made showing the various allotments into which the land is to be subdivided in accordance with the provisions hereinafter contained, and with regard to such survey the following conditions shall apply:—
- (i.) The survey shall conform to the requirements of the Survey Office and the Land Transfer Draughtsman, and a proper plan shall be prepared to meet such requirements. The plan shall show such new roads (if any) as are necessary in order to provide for every allotment access to an existing public road, such new road to be not less than 66 ft. in width.
- (ii.) Upon the completion of the survey, the plan or a detailed tracing thereof shall be submitted to the Chairman of the said Board, who, if satisfied that the various subdivisions are correctly shown, shall procure to be endorsed thereon the written approval of each of the purchasers.
- (iii.) The vendor shall thereupon take steps to ensure that the original plan is lodged with the Survey Office for checking and approval.
- (iv.) The total area disclosed by the said plan as finally approved by the Chief Surveyor (including the area of any new roads laid out for the purpose of the subdivision of the land among the purchasers) shall be the area on which the purchase-money payable by the association to the vendor is calculated.
- (v.) Nothing in this clause contained shall be deemed in any manner whatsoever to prevent the said Board from reporting adversely on this agreement to the Minister of Finance.
- (vi.) Whether this agreement is or is not confirmed by Order in Council, the expenses incurred in or about such survey, and the preparation and approval of the said plan shall be paid and borne solely by the vendor.
4. As between the said association and the purchasers it is hereby agreed as follows:—
- (a.) The said land shall be subdivided into the several allotments described in the Third Schedule hereto, and delineated on the plan annexed hereto and marked "A."
- (b.) The distribution of the several allotments amongst the several purchasers shall be as follows:—
- | Allotment No. | To be allocated to |
|---------------|--|
| | [Or, The distribution of the several allotments amongst the several purchasers shall be decided by lot on or before the day of , 19 .] |
| | [Or, The method of distribution of the several allotments amongst the several purchasers shall be as follows (Set out).] |
- (c.) The roads shown on the aforesaid plan (all of which are not less than 66 ft. in width) shall be dedicated as public roads, such dedicated roads, together with the existing roads on the land hereby agreed to be purchased, being sufficient to provide road access for every allotment as aforesaid.
- (d.) The said association will expend on the formation and metalling of the said dedicated roads, and the construction of bridges, culverts, and other requisite appurtenances to those roads, such sums of money (hereinafter referred to as "roading-money") as may be directed to be so expended in the Order in Council confirming this agreement.

- (e.) The purchase-money payable by the said association to the vendor and the aforesaid roading-money shall be allocated to the several aforesaid allotments in the proportions following, that is to say,—

Allotment No.	Proportion of Purchase-money.	Proportion of Roading-money.
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- (f.) The amounts named in the last preceding paragraph as the proportions of purchase-money (apart from roading-money) allocated to the several allotments are based on the amount of purchase-money that would be payable to the vendor assuming the area named in the Second Schedule to be the correct area of the land and the respective areas named in the Third Schedule to be the correct areas of the respective allotments, and all necessary adjustments shall be made so that the purchase-money payable to the vendor and the respective amounts allocated to the respective purchasers may be properly based on the correct areas: Provided that as between the purchasers the areas allotted and the purchase-money allocated may be varied as is agreed on between the purchasers concerned, the association, and the Chairman of the said Board.
- (g.) The said association will sell and each of the purchasers will purchase for an estate in fee-simple the allotment allocated to him under the scheme of distribution aforesaid, at a price equal to the proportion of the total purchase-money and roading-money which has been allocated to that allotment in the aforesaid scheme for the subdivision of those moneys specified in clause 3 (e) of this agreement, and subject to all provisions contained in the said Act, and regulations thereunder, with respect to such purchases.
5. The purchasers agree between themselves that each of them will respectively pay all costs and expenses duly incurred by them or any of them in the preparation, execution, or confirmation of this agreement, in such proportion as the price of the allotment allocated to each of them bears to the total purchase-money of the land, together with the total roading-money, as specified in clause 3 (e) of this agreement.

[Supplementary clauses, if any.]

Provided always, and it is hereby declared, that unless this agreement is confirmed by an Order in Council under the provisions of the said Act within six months after the date of this agreement it shall, on the expiration of the said period of six months (except as regards the matters referred to in clause 5 hereof), become null and void.

FIRST SCHEDULE.

[Full names, residences, and occupations of the purchasers.]

SECOND SCHEDULE.

[Description of land to be purchased.]

THIRD SCHEDULE.

[Description of allotments into which the land is to be subdivided.]

In witness whereof the parties to the agreement have hereunto subscribed their names on the date set opposite to their signatures respectively.

Signed by A. B. as purchaser [or by all the said purchasers] on the day of , 19 , in the presence of

Signed by the said vendor on the day of 19 , in the presence of

J. F. ANDREWS,
Clerk of the Executive Council.

Trustee for the Calcium Public Cemetery appointed.

LIVERPOOL, Governor.

IN pursuance and exercise of the powers and authorities vested in me by the fourth section of the Cemeteries Act, 1908. I, Arthur William de Brito Savile, Earl of Liverpool, the Governor of the Dominion of New Zealand, do hereby appoint

ADAM LINDSAY

to be a Trustee, in the place of Charles McKinnon, left the district, to provide for the maintenance and care of the Calcium Public Cemetery, in conjunction with Peter Colin Campbell McLeish, William Benzie, William Stewart, David T-victda e, Thomas Buckingham, and Peter Shaw, previously appointed.

As witness the hand of His Excellency the Governor, this eleventh day of December, one thousand nine hundred and fourteen.

H. D. BELL,
For Minister of Lands.