

conveniently can be after the expiration of the term hereby granted, or (as the case may be) after such refusal or neglect as aforesaid, notwithstanding that the term hereby granted has expired.

29. If the purchaser at the last-mentioned auction, being any person other than the lessee, makes default as aforesaid, the right to the new lease shall again be offered at auction as soon as conveniently can be after such default, and so on from time to time.

30. In every case in which the right to a new lease is sold by auction the new term shall run from the date of the expiration of the then expiring term, but the rent of a purchaser other than the outgoing lessee shall not begin to run until the purchaser obtains possession.

31. If the lessee make default in payment of rent hereby reserved or any part thereof, or make breach in the observance or performance of any covenant or agreement herein contained or implied on his part to be observed or performed, and such default be not waived by the Board, the lessee shall not be entitled to bid at any such auction or become the purchaser of such lease: Save as aforesaid, the lessee shall have a right to bid for and become the purchaser of the right to a new lease at any such auction.

32. The Board shall be bound in all cases to accept at any such auction the highest bid made thereat for the new lease if that bid is not less than the upset annual ground-rent as valued in manner aforesaid.

33. If at any auction no person shall become the purchaser at a rent equal to or greater than the upset rent as valued in manner aforesaid, then at or (as the case may be) as from the expiration of the then expiring term, the land hereby leased with all buildings and improvements thereon (other than fixtures removable by the lessee before the expiration of the term) shall absolutely revert to the lessor, free from any payment or compensation whatever and from any obligation to grant a new lease.

34. At every auction held under the foregoing provisions the conditions of sale shall be the same (so nearly as may be) as those in respect of the first auction hereinbefore provided for.

35. In event of the term hereby created being determined by forfeiture or otherwise than by effluxion of time, the lessee shall not be entitled to any compensation for buildings or improvements:

36. Nothing in the foregoing provisions shall exclude or restrict the right of the lessee to obtain relief against any forfeiture or determination of the lease or of any right in respect thereof in the same cases and on the same conditions as if the lease had been granted otherwise than in the execution of statutory powers in that behalf.

37. The term "lessee," as herein used, includes the successors, executors, administrators, and permitted assigns of the lessee and, when the context requires, includes any person who, under the provisions hereof, becomes a lessee pursuant to a purchase of a term at any auction held as aforesaid.

38. In the foregoing lease the word "buildings" shall be deemed to mean buildings constructed of durable material, and "improvements" shall be deemed to mean substantial improvements of a permanent character as defined in section 2 of the Land Act, 1924.

39. That in case the rent hereby reserved or any part thereof shall be in arrear or unpaid for the space of six calendar months after any of the days hereinbefore appointed for payment thereof, whether the same shall have been legally demanded or not, or if breach shall be made in the observance or performance of any of the covenants, conditions, or agreements on the part of the lessee herein expressed or implied, then, and in any such case, it shall be lawful for the Board forthwith or at any time or times thereafter to re-enter and take possession on behalf of the lessor of the lands hereby leased, and determine the estate and interest of the lessee therein, and that without discharging the lessee from liability for rent due or accruing due or for any previous breach of covenant: And, lastly, that except that the same are herein expressly modified or negatived, all powers, provisoes, conditions, and agreements implied in leases by the Land Transfer Act, 1915, and by the Public Bodies' Leases Act, 1908, or any amendment or amendments thereof, shall be herein implied.

40. The lessor hereby excepts and reserves unto the lessor, his successors and assigns, all coal-mines, veins and seams of coal, and all other mines, metals, and minerals whatsoever, and all quarries of stone and gravel, with full liberty and power for the lessor, his successors, assigns, and licensees, and his and their workmen, servants, and agents, at his and their free will and pleasure to search for, dig, work, and carry away the same; and for the better working the same mines and quarries to erect furnaces, engines, smelting-houses, and other requisite buildings, and to make, lay down, and continue any railway, and to make drains, sluices, and cuts, and to do every other act necessary or expedient for raising and carrying away all such coal, metals, minerals, stone, and gravel,

doing as little injury as may be to the soil of the said premises, and making in the absolute discretion of the Board either reasonable compensation for the disturbance of the surface soil or abatement of the rent to an amount bearing the same proportion to the total rent hereby reserved as the rental value of the area of the land disturbed bears to the rental value of the whole area of land hereby demised.

41. The amount of compensation or abatement of rent to which the lessee is entitled under clause 40 hereof shall in default of agreement be ascertained by reference to the arbitration of two arbitrators, one of whom shall be appointed by the Board and the other by the lessee; and this provision shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act, 1908, and all the provisions of that Act or any amendment thereof shall as far as applicable apply accordingly.

42. It is hereby expressly agreed and declared that this lease shall be subject to the provisions of section 15 of the Hammer Crown Leases Act, 1928.

43. That the lessee shall and will within one year from the date of this lease erect buildings upon the land hereby demised to the value of at least £

44. Any notice required by these presents as aforesaid may be served upon the lessor by being left at the office of the Board, and may be served upon the lessee by being given to him or left at his usual or last known place of abode or business, or sent addressed to him at such place as aforesaid through the post, or left at or affixed to the said lands or any building thereon: And any notice so served shall be deemed to be duly given to every mortgagee, encumbrancee, or other person claiming any interest in the premises.

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

Dated this day of , one thousand nine hundred and

Signed by the Commissioner of Crown Lands for the Land District of Canterbury on behalf of His Majesty the King in the presence of—

[Commissioner of Crown Lands.]

Witness:
Occupation:
Address:

Signed by the said , as lessee, in the presence of—

[Lessee.]

Witness:
Occupation:
Address:

F. D. THOMSON,
Clerk of the Executive Council.

Extending Time for holding Election of Trustees for Judea Drainage District.

CHARLES FERGUSSON, Governor-General.

ORDER IN COUNCIL.

At the Government House at Wellington, this 17th day of December, 1928.

Present:

HIS EXCELLENCY THE GOVERNOR-GENERAL IN COUNCIL.

WHEREAS by section ten of the Land Drainage Act, 1908, it is provided that on the first Monday in the month of November in the year following the year in which the first Trustees for any drainage district are elected, and on the same day in each succeeding third year thereafter, an election of Trustees for each district shall be held:

And whereas an election of Trustees for the Judea Drainage District should have been held on the fifth day of November, one thousand nine hundred and twenty-eight:

And whereas it is expedient to extend the time for holding such election of Trustees for the Judea Drainage District:

Now, therefore, His Excellency the Governor-General of the Dominion of New Zealand, in exercise of the powers and authorities vested in him by section twenty-two of the Land Drainage Amendment Act, 1922, and of all other powers in anywise enabling him in this behalf, and acting by and with the advice and consent of the Executive Council of the said Dominion, doth hereby extend the time for holding the aforesaid election of Trustees for the Judea Drainage District; and doth hereby order and declare that in the aforesaid drainage district the said election shall be held and take place on Tuesday, the fifteenth day of January, one thousand nine hundred and twenty-nine.

F. D. THOMSON,
Clerk of the Executive Council.

(I.A. 19/78/6.)