

1881.
NEW ZEALAND.

LEASING GOVERNMENT WORKSHOPS AT PORT CHALMERS.

Laid on the Table by the Hon. Mr. Hall, with leave of the House.

TERMS and CONDITIONS of LEASE, from HER MAJESTY the QUEEN, of the PORT CHALMERS WORKSHOPS.

1. *Premises Leased.*—The premises to be leased are the buildings with the plant and machinery comprised in and known as the Port Chalmers Workshops, as indicated in the block plan hereto attached, and thereon coloured pink, as more particularly described as follows:—Firstly: The stone building (containing the machinery and plant enumerated in Schedule I. hereto annexed) and the right-of-way thereto. Secondly: The steam-hammer shed (containing the plant and machinery specified in Schedule II. annexed). Thirdly: The yard adjacent to the above-named buildings, with the plant and machinery specified in Schedule III. annexed.

2. *Term.*—The lease shall terminate at the expiration of two years from the date of acceptance of tender.

3. *Insurance.*—The tenant shall insure and keep insured against risk of fire the whole of the machinery, plant, and buildings during the currency of the lease in the joint names of himself and the Queen for the sum specified in Schedule IV. hereto attached. The policies of insurance shall be forwarded to the Minister, and, in the event of the property being at any time uncovered by insurance to such amount, the lessee shall forfeit to the Minister a sum of £10 for each day during which such omission to insure may continue, and the Minister may insure the same in any public office for such uninsured amount, and the premium so paid shall be refunded by the tenant in addition to the rent.

4. *Application of Insurance Money.*—In the event of loss by fire the insurance money shall be applied in reinstating the property in such manner as shall be directed by the Minister, and, should the property not be fully reinstated at the expiration of the tenancy, the tenant shall make good to the Minister such portion of the insurance money as shall not be represented by value of shop, plant, and machinery actually reinstated.

5. *Proper Use.*—The machinery and tools hereby leased are to be used by the tenant only for the purposes for which they are respectively intended, and in a workmanlike manner.

6. *Repairs.*—The machinery, plant, and buildings are to be maintained by the tenant in a good and efficient state of repair.

7. *Good Order.*—Should the shops for any reason be closed, or should any of the machines be in disuse during the currency of the lease, the machines shall be kept clean and in good order, and properly protected from injury.

8. *Alterations.*—No alteration is to be made in the construction or position of any of the fixed machines or plant without the consent of the Minister.

9. *Rolling Mill.*—The large rolling mill in the yard (see Schedule III.) can only be used by arrangement with the Harbourmaster for driving by the dock-pumping engines, at such times as the Harbourmaster may approve, and no interference with the dock-pumping plant will be permitted.

10. *Wear and Tear.*—The whole of the buildings, machinery, and plant shall be given up at the termination of the lease to the Minister in good order and in an efficient state of repair, fair wear and tear alone excepted.

11. *Right of Entry.*—Right is reserved to the Minister, and any officer or officers appointed by him, to enter on the lessee's premises at any time for the purpose of inspection and to stop any engine or machine for purposes of inspection or which may be improperly used, and the use of such engine or machine may be prohibited during such inspection or pending any repairs which may be ordered.

12. *Bond, &c.*—Tenders shall be made to the Minister in writing, and they shall state the sum which the tenderer offers to pay to the Minister by way of annual rent for the use of the premises, buildings, and machinery herein specified, subject to these conditions. Each tenderer must name in his

tender two sureties, who shall be approved by the Minister, who, together with the tenderer, will execute a bond for £1,000, for the proper fulfilment of the terms of the lease. If the sureties named are not approved by the Minister, the tenderer shall find other sureties to the Minister's satisfaction.

Marked Cheque.—Each tender shall be accompanied by a marked cheque equal in amount to a quarter's rent at the annual rate tendered, which will be returned if the tender is declined and retained as a deposit for rent if accepted. The tenderer shall, within seven days of notice in writing being given him, execute a lease embodying these conditions, such lease to be prepared by the Crown Solicitor, Dunedin, at the expense of the tenderer, and he shall, with his sureties, at the same time execute the necessary bond. Should the tenderer fail to execute the lease and bond within the prescribed time, the Minister shall be entitled to declare the deposit forfeited, and the same shall thereupon be absolutely forfeited by way of liquidated damages. The lessee shall give a receipt on a detailed inventory for all tools and machinery handed to him. The lessee shall not be permitted to enter into possession of the premises or to make any use thereof until the lease and bond are properly executed and the inventory is signed. The rent tendered is to be paid quarterly in advance from the date of the lease; the deposit will be accepted as in payment of the first quarter's rent.

13. *Sublet.*—The lessee shall not have power to sublet any portion of the premises, plant, or machinery.

14. *Rent in Arrear.*—If the rent is in arrear twenty-one days, or if any covenant or provision of the lease be broken by the lessee, the lessor may re-enter and determine the lease, but without releasing the lessee from arrears of rent or other obligations, or pleading breach of covenant.

15. *Title.*—The Minister for Public Works shall not be required to show any title to the premises, nor shall the lessee be entitled to require any evidence as to the title.

J. P. MAXWELL,
General Manager, New Zealand Railways.

SCHEDULE I.

Fitting-shop Machinery.—Slotting machine; screw-cutting gap lathe; surfacing lathe; shaping machine, with two tables and vice; vertical-pillar drilling machine; planing machine; screw-cutting lathe; radial drilling machine; small bench; vertical boring mill; 3 vices; engine, boiler, and shafting; 3 smiths' fires; 3 anvils; 5 fitters' vices; blower; smiths' crane; hand-power winch; 2 bogies; plate rolls; 2 bellows.

SCHEDULE II.

Forge Plant.—Two vertical boilers; cranes, hand-power; donkey engine; steam hammer; 2 furnaces.

SCHEDULE III.

PUNCHING and shearing machine, engine attached; small weighing machine; rolling mill to shed; scrap shed.

SCHEDULE IV.

THE sum in which the premises are to be insured against risk of fire, as provided in clause 3 of the conditions, shall be £6,200.

PLAN OF PREMISES
PORT CHALMERS WORK-SHOPS

Scale, 1 Inch = 1 Chain.



