

the subdivision of the estate for sale or lease, including bringing the land under the Land Transfer Act; and all moneys expended in or about such things, works, and improvements aforesaid, and also the then value of any crops ungathered at the time appointed for completion, shall be paid to the vendors by the Corporation on completion of the purchase: Provided that the expenditure on works and improvements shall have been approved by a Committee to be appointed by the City Council for that purpose, or at the option of the Corporation, such moneys shall be added to the balance purchase money, and be secured with interest as aforesaid by the mortgage aforesaid.

13. The vendors may at any time draw from the National Mutual Life Association of Australasia (Limited) all or any part of the balance of the said sum of ten thousand pounds (£10,000) secured by the said mortgage but not yet paid over to the vendors.

14. The vendors shall, within fourteen days after confirmation of this contract by the Corporation, furnish to the Corporation an abstract of the vendors' title to the said lands and hereditaments.

15. The expense of obtaining production of deeds and documents in the possession of the National Mutual Life Association of Australasia (Limited) as mortgagees, or in the possession of any person or persons other than the vendors, shall be borne by the Corporation.

16. The property is believed and shall be taken to be correctly described as to quantity and otherwise, and any error, misstatement, or omission shall not annul the sale, or be a ground for any abatement or compensation on either side.

17. The Corporation shall, within three months after the completion of the Evans Bay Wharf, but under any circumstances not later than the first day of July, one thousand nine hundred and one, submit to a poll of the burgesses the proposals contained in these presents.

18. Within ten days after the declaration of the poll of the ratepayers to be taken for the purposes of the preceding section, the Corporation shall give notice to the vendors in writing, signed by the Mayor or the Town Clerk, of the result of the poll. Such notice shall be deemed sufficiently served if left at the offices of Messrs. Brandon, Hislop, and Johnston, situate in Featherston Street, Wellington.

19. If the result of such poll shall be against the proposals of the Corporation, then such notice shall have the effect of absolutely determining this contract, and neither party hereto shall be under any obligation to the other in respect of any thing herein contained or done hereunder.

20. If the result of such poll shall be in favour of the proposals of the Corporation, then such notice shall be deemed to be a confirmation and ratification of this contract by the Corporation, which shall thereupon be bound to purchase the said land and hereditaments at the price and subject to the conditions herein mentioned and contained.

21. If this contract shall have been confirmed and ratified as aforesaid, the purchase shall be completed on the ninetieth day after the service of the notice referred to in the eighteenth paragraph hereof, and the vendors shall convey the said land and hereditaments, subject as aforesaid, to the Corporation. The conveyance shall be prepared by and at the expense of the Corporation, and shall be delivered to the vendors for execution at least seven days before the day appointed for completion as aforesaid.

22. The Corporation shall on such completion be let into possession or receipt of the rents and profits as on and from the day appointed for completion, and the vendors will discharge all outgoings up to the day fixed for completion, the rents and outgoings being, if necessary, apportioned for the purpose.

23. The vendors shall be at liberty to remove from any buildings standing on the said land, or from the land itself, all fixtures and fittings put in or annexed to the said buildings or on to the said land for ornamental, or domestic, or farming purposes.

24. In the event of the destruction or damage of any building or buildings by fire between the date of this contract and the completion of the purchase, there shall be no abatement of the purchase money nor shall the vendors be liable to make good the damage done except to the extent of any moneys received by them in respect of any insurance: Provided always that it shall be lawful for the vendors to expend all or such portion of any money received for any such insurance as they shall think fit in reinstating or repairing the building or buildings destroyed or damaged: Provided also that if the vendors shall expend more than the amount received by them from insurance in reinstating or repairing such building or buildings, then such additional expenditure shall be deemed to be an improvement under clause 12 hereof, and shall be subject to approval of the said committee accordingly.

25. The vendors agree to keep up until the completion of the purchase insurances on the buildings to the extent set forth in the Second Schedule hereto. The vendors, subject to their said right of reinstatement, shall be deemed trustees for the Corporation of any insurance moneys received by them before the actual completion of the purchase.

26. In considering proposals for the expenditure of money by the vendors in connection with the provisions contained in paragraph 12, the words "necessary or advisable" shall be construed with due regard to the conditional nature of this contract and the possibility of a failure on the part of the Corporation to confirm it.

27. If the Corporation shall not submit proposals to the ratepayers as provided in the seventeenth paragraph, and take a poll before the first day of July, one thousand nine hundred and one, the right of the Corporation to purchase the said land and hereditaments under this contract shall be deemed to have been absolutely released and surrendered to the vendors.

28. Notwithstanding anything hereinbefore contained, no action or proceeding for damages or otherwise shall lie against the Corporation for any omission to submit proposals to the burgesses, or to serve notice of result of poll, or to appoint the said Committee, or for any irregularity in any of such proceedings, or for not performing or observing any provision of these presents that ought to be performed or observed prior to the confirmation and ratification of the contract as mentioned in clause 20.