

1901.
NEW ZEALAND.

MIRAMAR ESTATE

(AGREEMENT ENTERED INTO BETWEEN MESSRS. CRAWFORD BROTHERS AND THE WELLINGTON CITY COUNCIL AS TO THE TERMS FOR THE SALE AND PURCHASE OF THE).

Laid on the Table by Leave, 6th August, 1901.

MEMORANDUM OF AGREEMENT, made the eighteenth day of October, one thousand nine hundred, between ALEXANDER DONALD CRAWFORD and CHARLES JOHN CRAWFORD, both of Miramar, near the City of Wellington, gentlemen (hereinafter called "the vendors"), of the one part, and the MAYOR, COUNCILLORS, and CITIZENS of the City of Wellington (hereinafter called "the Corporation") of the other part.

1. Whereas the vendors are seised of or otherwise well entitled to the land and hereditaments described in the First Schedule hereto, subject to a certain deed of mortgage bearing date the day of , one thousand nine hundred, and made between the vendors of the one part and the National Mutual Life Association of Australasia (Limited) of the other part, to secure payment of the sum of ten thousand pounds (£10,000) and interest thereon, as in the said deed provided :

2. And whereas, at the time of the execution of these presents, the vendors have received only the sum of eight thousand pounds (£8,000), part of the said sum of ten thousand pounds (£10,000):

3. And whereas, by order in Council bearing date the day of , one thousand nine hundred, permission was given to the Seatoun Road Board to construct certain wharves, and, among them, a wharf at or near the place known as "the cutting" on the Evans Bay Road, which wharf lastly mentioned is the one hereinafter referred to as the "Evans Bay Wharf":

4. And whereas, by arrangement between the vendors and the Seatoun Road Board, the vendors have undertaken to construct the Evans Bay Wharf at their own expense:

5. And whereas the Wellington City Council is desirous of acquiring the said lands and hereditaments, but is unable to enter into an absolute contract on behalf of the Corporation for the purchase of the same until a proposal for raising the money necessary for the purpose has been submitted to and approved by the burgesses:

6. And whereas the vendors have agreed to enter into a conditional contract for sale as hereinafter provided:

7. Now, therefore, the vendors hereby agree to sell to the Corporation all those the lands and hereditaments described in the First Schedule hereto, subject to all tenancies and easements affecting the same or any part or parts thereof, for the sum of seventy-five thousand pounds (£75,000).

8. As part payment of the said sum of seventy-five thousand pounds (£75,000) the Corporation shall, on actual completion of the purchase, take over the liability of the vendors under or by virtue of the mortgage aforesaid to pay the sum of ten thousand pounds (£10,000) and interest accruing due from and after the day appointed for completion of the purchase or such other principal sum not exceeding ten thousand pounds (£10,000) as shall be secured by the said mortgage on the confirmation of this contract by the Corporation as hereinafter provided and interest on such lower sum.

9. The Corporation shall pay the remainder of the said sum of seventy-five thousand pounds (£75,000), after deducting the principal moneys for the time being secured by the said mortgage, in cash, or, at the option of the Corporation, payment thereof on the first day of January, one thousand nine hundred and five, with interest at the rate of two pounds ten shillings (£2 10s.) per centum per annum from the time appointed for the completion of the purchase, payable half-yearly, shall be secured by a mortgage-in-fee of the said lands and hereditaments (subject to the aforesaid mortgage to the National Mutual Life Association of Australasia, Limited), and by the covenant of the Corporation to be prepared by the vendors at the expense of the Corporation, and to contain such powers and provisions and be in such form as the vendors shall reasonably require, and to be executed immediately after the execution of the assurance of the said lands and hereditaments.

10. The vendors shall at their own expense and with reasonable diligence proceed with the construction of the Evans Bay Wharf, and will use the best endeavours to complete the same on or before the thirty-first day of January, one thousand nine hundred and one.

11. The vendors shall at their own expense complete the Golf Club-house in accordance with the arrangements already made by the vendors with the Wellington Golf Club.

12. The vendors shall continue to manage and work the said lands and hereditaments in the ordinary course of business for their own profit, and shall also be at liberty to do and make such things, works, and improvements as may be considered by them to be necessary or advisable in order to

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.

In witness whereof the vendors have hereunto set their hands and seals, and the Corporation has hereunto caused its common seal to be affixed, the day and year first above written.

Signed, sealed, and delivered by the said
Alexander Donald Crawford (by his at-
torney, Charles John Crawford), and by
the said Charles John Crawford, in the
presence of—
Frederic J. Courtney,
Solicitor, Wellington.

ALEXANDER DONALD CRAWFORD
(By his attorney, C. J. Crawford). (Seal.)
C. J. CRAWFORD. (Seal.)

The common seal of the above-named Corporation was affixed hereto in the presence of—

JOHN G. W. AITKEN, Mayor.
W. BARBER, Councillor. (Seal.)
J. E. PAGE, Town Clerk.

FIRST SCHEDULE.

ALL that piece of land, containing 1,504 acres or thereabouts, being that part of the Watts Peninsula bounded on the north by land belonging to the Crown; on the east by the road running along the western sides of the Overton and Seatoun Extension Blocks, by the Township of Seatoun, a military reserve, and by the sea; on the south by a military reserve; and on the east by the land belonging to H. D. Crawford and by Evans Bay, excepting thereout public roads and signal-station reserve of 4 acres 3 roods 24 perches, as coloured respectively brown and red, and two small pieces not belonging to the vendors, which land intended to be sold is included within green outlines in the plan hereto annexed.

Witness—Frederic J. Courtney.

C. J. C.

JOHN G. W. AITKEN, Mayor.
W. BARBER, Councillor.
J. E. PAGE, Town Clerk.

SECOND SCHEDULE.

Miramar Estate.—Insurances on Buildings, 30th September, 1900.

	£
Miramar House	300
" stables and outbuildings	80
Cow-shed and stables at farm	300
Woolshed, dip, and yards at farm	150
Engine and house	60
Dairy, storeroom, and brake-house	20
Silo-pit shed at farm	20
Dairy whare at farm	100
Ogden's whare at farm	50
Macdonald's whare at farm	75
Cottage and outbuildings at kennels	50
Chinamen's cottage (No. 1)	50
Lindsay's cottage	45
Chinamen's cottage and stable (No. 2) }	50
Hockey Club whare	
	<u>£1,350</u>

Witness—Frederic J. Courtney.

C. J. C.

JOHN G. W. AITKEN, Mayor.
W. BARBER, Councillor.
J. E. PAGE, Town Clerk.

I, CHARLES JOHN CRAWFORD, of Miramar, near the City of Wellington, gentleman, solemnly and sincerely declare—

1. That I am the person named and described in a certain deed poll or power of attorney bearing date the 27th day of February, 1900, under the hand and seal of the above-named Alexander Donald Crawford.

2. That I have received no notice or information of the revocation of the said power of attorney, by death or otherwise.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of an Act of the General Assembly of New Zealand intituled "The Justices of the Peace Act, 1882."

C. J. CRAWFORD.

Declared at Wellington, this 23rd day of October, 1900, before me — Frederic J. Courtney, Solicitor of the Supreme Court of New Zealand.

THIS DEED, made the fourteenth day of May, one thousand nine hundred and one, between the within-named Alexander Donald Crawford and Charles John Crawford of the one part, and the Mayor, Councillors, and Citizens of the City of Wellington (hereinafter called "the Corporation") of the other part, witnesseth that, for mutual advantage, it is hereby agreed and declared that the time within which the Corporation is to submit the proposals contained in the within-written deed to a poll is hereby extended to the first day of August, one thousand nine hundred and one; and that all consequential alterations in the periods of time mentioned in the within-written deed shall be deemed to be made accordingly: Provided always that these presents are not to be taken as altering or affecting the provisions of the within-written deed further than is hereinbefore expressly declared.

In witness whereof the said Alexander Donald Crawford and Charles John Crawford have hereunto set their hands and seals, and the Corporation has hereunto caused its common seal to be affixed the day and year first above written.

Signed, sealed, and delivered by the above-named Alexander Donald Crawford (by his attorney, Charles John Crawford) and by the said Charles John Crawford, in the presence of—

A. DE B. BRANDON,
Barrister-at-law, Wellington.

ALEXANDER DONALD CRAWFORD
(by his attorney, C. J. Crawford). (Seal.)
C. J. CRAWFORD. (Seal.)

The Common Seal of the Mayor, Councillors, and Citizens of the City of Wellington was affixed to the above-written deed at the offices of, and pursuant to a resolution of, the City Council, in the presence of—

JOHN G. W. AITKEN, Mayor.
R. M. TOLHURST, Councillor. (Seal.)
R. TAIT, Acting Town Clerk.

I, CHARLES JOHN CRAWFORD, of Miramar, near the City of Wellington, gentleman, do solemnly and sincerely declare that I have executed the above-written deed in the name and on behalf of Alexander Donald Crawford, the person named therein, under and by virtue of a power of attorney dated the 27th day of February, 1900, under the hand and seal of the said Alexander Donald Crawford; and that I have not received any notice or information of the revocation of such power of attorney by death or otherwise.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of an Act of the General Assembly of New Zealand intituled "The Justices of the Peace Act, 1882."

C. J. CRAWFORD.

Declared at the City of Wellington this 14th day of May, 1901, before me—A. DE B. BRANDON, a Solicitor of the Supreme Court of New Zealand.

THIS DEED, made the thirteenth day of June, one thousand nine hundred and one, between the within-named Alexander Donald Crawford and Charles John Crawford of the one part, and the Mayor, Councillors, and Citizens of the City of Wellington (hereinafter called "the Corporation") of the other part, witnesseth that, for mutual advantage, it is hereby agreed and declared that the time within which the Corporation is to submit the proposals contained in the within-written deed to a poll is hereby extended to the fifteenth day of August, one thousand nine hundred and one; and that all consequential alterations in the periods of time mentioned in the within-written deed shall be deemed to be made accordingly: Provided always that these presents are not to be taken as altering or affecting the provisions of the within-written deed further than is hereinbefore expressly declared.

In witness whereof the said Alexander Donald Crawford and Charles John Crawford have hereunto set their hands and seals, and the Corporation has hereunto caused its common seal to be affixed the day and year first above written.

Signed, sealed, and delivered by the above-named Alexander Donald Crawford (by his attorney, Charles John Crawford), and by the said Charles John Crawford, in the presence of—

A. DE B. BRANDON,
Barrister-at-law, Wellington.

A. D. CRAWFORD
(by his attorney, C. J. Crawford). (Seal.)
C. J. CRAWFORD. (Seal.)

The common seal of the Mayor, Councillors, and Citizens of the City of Wellington was affixed to the above written deed at the offices of, and pursuant to a resolution of, the City Council in the presence of—

JOHN G. W. AITKEN, Mayor.
R. M. TOLHURST, Councillor. (Seal.)
R. TAIT, Acting Town Clerk.

THIS DEED, made the twenty-ninth day of June, one thousand nine hundred and one, witnesseth that the words "the expiration of two calendar months from and after the close of the ensuing session of Parliament" are hereby substituted in the foregoing deed of the thirteenth day of June, one thousand nine hundred and one, for the words "the fifteenth day of August, one thousand nine hundred and one."

Signed, sealed, and delivered by the above-named, Alexander Donald Crawford (by his attorney, the above-named Charles John Crawford), and by the above-named Charles John Crawford, in the presence of—

A. DE B. BRANDON,
Barrister-at-law, Wellington.

A. D. CRAWFORD
(by his attorney, C. J. Crawford). (Seal.)
C. J. CRAWFORD. (Seal.)

Sealed by the above-named Corporation in the presence of—

JOHN G. W. AITKEN, Mayor.
JOHN SMITH, Jun., Councillor. (Seal.)
R. TAIT, Acting Town Clerk.

Approximate Cost of Paper.—Preparation, not given; printing (1,375 copies), £2 2s. 6d.

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