New Zealand

ANALYSIS

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1944, No. 4—*Local and Personal*

Title. AN ACT to validate an Agreement relating to a Free Ambulance Station at Lower Hutt and to authorize Payments by Local Authorities in connection therewith, and exempt such Station from Rates.

[*29th September, 1944*

Preamble. WHEREAS the New Zealand Free Ambulance Transport Service (Wellington District), Incorporated, is a society duly incorporated under the Incorporated Societies Act, 1908: And whereas the society's objects are "to make better provision for rendering first aid to and transport of sick and injured persons and for that purpose to establish an organization with certain powers and duties necessary therefor and incidental thereto": And whereas the said society operates in the City of Wellington and in districts adjacent thereto or nearby, including the City of Lower Hutt, the Boroughs of Petone, Upper Hutt, and Eastbourne, and the County of Hutt: And whereas it is desirable that the said society should have a station in the City of

Lower Hutt: And whereas the agreement set out in the Schedule hereto has been executed by the parties thereto: And whereas it is expedient to validate the said agreement:

BE IT THEREFORE ENACTED by the General Assembly of New Zealand in Parliament assembled, and by the authority of the same, as follows:—

1. This Act may be cited as the Free Ambulance (Lower Hutt Site) Act, 1944. **Short Title.**

2. The agreement set out in the Schedule hereto is hereby validated. **Validation of agreement.**

3. The payments agreed to be made under the said agreement by the parties, therein called the contributing authorities, are hereby authorized. **Payments authorized.**

4. So long as the premises described in the said agreement shall be used for the purposes of the Lower Hutt Fire Board or for the purposes of the New Zealand Free Ambulance Transport Service (Wellington District), Incorporated, the said premises shall not be rateable property for the purposes of the Rating Act, 1925, and in respect thereof the Lower Hutt Fire Board and the New Zealand Free Ambulance Transport Service (Wellington District), Incorporated, shall be exempt from liability for the payment of rates. **Exemption from rates.**

SCHEDULE

Schedule.

THIS deed made the First day of March 1944 between the Mayor Councillors and Citizens of the City of Lower Hutt a body corporate under the provisions of "The Municipal Corporations Act, 1933" (hereinafter called "the Council") of the first part, the New Zealand Free Ambulance Transport Service (Wellington Branch) (Incorporated) (hereinafter called "the Free Ambulance") of the second part, the Mayor Councillors and Citizens of the City of Lower Hutt, the Mayor Councillors and Burgesses of the Borough of Petone, the Mayor Councillors and Burgesses of the Borough of Upper Hutt, the Mayor Councillors and Burgesses of the Borough of Eastbourne (being bodies corporate under the provisions of "The Municipal Corporations Act, 1933") and the Chairman Councillors and Inhabitants of the County of Hutt a body corporate under the provisions of "The Counties' Act, 1920" (all of which are hereinafter called "the contributing authorities") of the third part and the Lower Hutt Fire Board a body corporate under the provisions of "The Fire Brigades' Act, 1926" (hereinafter called "the Fire Board")

of the fourth part Whereas the Council is registered as the proprietor of an estate in fee simple in all that piece of land situate in the City of Lower Hutt containing one rood and eight decimal eight five perches (0 a. 1 r. 8·85 p.) be the same a little more or less being Lot 1 on Deposited Plan No. 12677 part of Section 25 Hutt Registration District Block XIV Belmont Survey District and part of the land in Certificates of Title Volume 298 Folio 89, Volume 13 Folio 298, and Volume 20 Folio 70 (which said piece of land together with the Fire Brigade Station, flats and garages now erected thereon, is hereinafter referred to as "the said Station") And whereas by a certain Deed of Lease bearing date the 12th day of December 1942 the Council agreed to lease the said Station to the Fire Board for a period from and inclusive of the 1st day of April 1942 at an annual rental of Four hundred and sixteen pounds (£416) upon and subject to the terms and conditions therein set out And whereas consequent upon the erection of a public hospital in the City of Lower Hutt it is expedient that a Free Ambulance service should be established and maintained in the City of Lower Hutt for the benefit of the Hutt Valley and Eastbourne and surrounding districts And whereas it has been agreed between the parties that Six thousand and sixty-five pounds (£6,065) is the fair value of the said Station and that it is in the public interests that the said Station should be vested in the Free Ambulance and that the burden of providing the Free Ambulance with the said Station shall be borne as follows:—

£2,000	0	0	by the Free Ambulance;
£1,945	10	0	by the Council;
£845	10	5	by the Mayor, Councillors, and Burgesses of the Borough of Petone;
£771	18	9	by the Chairman, Councillors and Inhabitants of the County of Hutt;
£308	19	2	by the Mayor, Councillors, and Burgesses of the Borough of Upper Hutt;
£193	1	8	by the Mayor, Councillors, and Burgesses of the Borough of Eastbourne;

And whereas the parties hereto have agreed to apply to Parliament for legislative validation of the terms hereof Now this deed witnesseth as follows:—

1. In consideration of the sum of Two thousand pounds (£2,000) already paid by the Free Ambulance to the Council, the Council covenants with the Free Ambulance to transfer the said Station to the Free Ambulance together with the following easements affecting the parcel of land coloured pink on the said Deposited Plan No. 12677 and being part of Lot 13 Deposited Plan No. 89:—

(*a*) The right to free access of light and air thereover;

(*b*) The right to maintain all existing encroachments, thereon by eaves, drains, pipes, cables, conductors, windowsills and vents, and to enter for the purpose of repairing or reinstating the same or any of them;

but reserving to the Council the right to free access of light and air across the parcel of land coloured pink on said Deposited Plan No. 12677 being part of Lots 12, 14, 15 and 16 on Deposited Plan No. 89.

2. The Mayor, Councillors and Burgesses of the Borough of Petone hereby covenant with the Council to pay to the Council the sum of Eight hundred and forty-five pounds ten shillings and fivepence (£845-10-5) by five equal annual instalments of £169-2-1 each on the 30th day of September, 1944, and the 30th day of April in each of the years 1945, 1946, 1947 and 1948.

3. The Chairman, Councillors and Inhabitants of the County of Hutt hereby covenant with the Council to pay to the Council the sum of Seven hundred and seventy-one pounds eighteen shillings and ninepence (£771-18-9) by five equal annual instalments of £154-7-9 each on the 30th day of September, 1944, and the 30th day of April in each of the years 1945, 1946, 1947 and 1948.

4. The Mayor, Councillors and Burgesses of the Borough of Upper Hutt hereby covenant with the Council to pay to the Council the sum of Three hundred and eight pounds nineteen shillings and twopence (£308-19-2) by five equal annual instalments of £61-15-10 each on the 30th day of September, 1944, and the 30th day of April in each of the years 1945, 1946, 1947 and 1948.

5. The Mayor, Councillors and Burgesses of the Borough of Eastbourne hereby covenant with the Council to pay to the Council the sum of One hundred and ninety-three pounds one shilling and eightpence (£193-1-8) by five equal annual instalments of £38-12-4 each on the 30th day of September, 1944, and on the 30th day of April in each of the years 1945, 1946, 1947 and 1948.

6. No interest shall be paid by any party hereto to any other party.

7. The Free Ambulance shall be entitled to the rents and profits of the said Station as from the 30th day of September 1943 and as from that date shall be liable for the performance of the Lessor's covenants in the said Lease.

8. The Free Ambulance whilst the said main structure continues to exist may continue the now existing encroachments of the said structure in on and over the land in front of the premises hereby agreed to be transferred notwithstanding that such land encroached upon may be or become a public street.

9. There are upon the premises temporary hutments at the rear of the main structure which have been erected by the Fire Board for the accommodation of its staff, and at any time prior to the expiration of the Lease hereinbefore referred to or any extension thereof the Fire Board shall be entitled without payment of any compensation and without notice to remove the said hutments making good any damage caused by such removal.

10. The Free Ambulance shall forthwith upon the execution hereof apply to Parliament or to the appropriate Government Department for legislation validating these presents and authorising the payments agreed to be made hereunder by the contributing authorities and declaring that the said Station shall be free from all rates leviable by any local authority having jurisdiction in respect thereof so long as the said Station shall be used for the purposes of the Fire Board or the Free Ambulance and the Council and the contributing authorities and the Fire Board will support and sponsor such intended legislation.

In witness whereof these presents have been executed the day and year first hereinbefore written.

The common seal of the Mayor Councillors and Citizens of the City of Lower Hutt was hereto affixed pursuant to a resolution of the Council in the presence of:— [L.S.]

J. W. ANDREWS Mayor.
T. G. RICHARDSON for Town Clerk.

The common seal of the New Zealand Free Ambulance Transport Service (Wellington Branch) (Incorporated) was hereto affixed pursuant to a resolution of the Committee in the presence of:— [L.S.]

C. B. NORWOOD Member of Committee.
R. LORIMER BUTTON Member of Committee.
R. R. OLEN Secretary.

The common seal of the Mayor Councillors and Burgesses of the Borough of Petone was hereto affixed pursuant to a resolution of the Council in the presence of:— [L.S.]

HAROLD GREEN Mayor.
H. FIRTH Town Clerk.

The common seal of the Mayor Councillors and Burgesses of the Borough of Upper Hutt was hereto affixed pursuant to a resolution of the Council in the presence of:— [L.S.]

J. BLEWMAN Mayor.
H. G. WAKELIN Town Clerk.

The common seal of the Mayor Councillors and Burgesses of the Borough of Eastbourne was hereto affixed pursuant to a resolution of the Council in the presence of:— [L.S.]

E. W. WISE Mayor.
L. BISHOP Town Clerk.

The common seal of the Chairman Councillors and Inhabitants of the County of Hutt was hereto affixed pursuant to a resolution of the Council in the presence of:— [L.S.]

R. LORIMER BUTTON Chairman.
H. R. ROBINSON Clerk.

The common seal of the Lower Hutt Fire Board was hereto affixed pursuant to a resolution of the Board in the presence of:— [L.S.]

FRANK CAMPBELL Chairman.
B. S. KNOX Secretary.