

New Zealand.

ANALYSIS.

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1914, No. 22.—*Local and Personal.*

Title.

AN ACT to authorize the Minister of Public Works, the Napier Harbour Board, and the Hawke's Bay County Council to construct and use a Combined Road and Railway Embankment and Bridges across the Inner Harbour at Port Ahuriri from Port Ahuriri to Westshore. [5th November, 1914.]

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

Short Title.

1. This Act may be cited as the Port Ahuriri - Westshore Road and Railway Act, 1914.

Certain agreement validated.

2. The agreements set forth in the Schedule hereto are hereby declared to be valid and binding in all respects, and shall have full force and effect according to the tenor thereof.

Certain works validated.

3. On completion of the works mentioned in the said agreements they shall be vested in the Crown, together with all materials and things of which the same are composed or which are capable of being used for the purposes thereof and are placed or laid thereon.

Authority to borrow without taking poll.

4. (1.) The Hawke's Bay County Council is hereby authorized to raise the sum of twenty-five thousand pounds for the purposes of the agreement No. 2 in the Schedule hereto under the Local Bodies' Loans Act, 1913, by special order, without taking the steps described in sections eight to twelve of that Act.

Other local authorities to contribute to cost of maintenance.

(2.) The Governor, on the application of the said Council, may, by warrant under his hand gazetted, declare that any other local authorities shall contribute to the annual cost of the maintenance of the surface of the road and footway mentioned in clause 4 of the

agreement No. 2; and such contribution shall be recoverable in the manner provided by section one hundred and twenty of the Public Works Act, 1908.

SCHEDULE.

Schedule.

AGREEMENT No. 1.

AN AGREEMENT, made this 3rd day of October, one thousand nine hundred and fourteen, between the Napier Harbour Board, acting in the name and on behalf of the Corporation of the Chairman, Members, and Inhabitants of the Napier Harbour District (hereinafter referred to as the Board), of the one part, and the Honourable William Fraser, the Minister of Public Works for the time being in New Zealand, acting in the name and on behalf of His Majesty the King (hereinafter with his successors in office referred to as the Minister), of the other part: Whereas it having become necessary to rebuild the present bridge across the Inner Harbour at Napier, known as the Port Ahuriri - Westshore Bridge, and as the erection of a new bridge on the site of the present bridge would interfere with the contemplated harbour-works at Napier, a proposal has been made that in lieu of the present structure a combined road and railway bridge on a different site, with necessary approaches and embankments, should be constructed in the manner indicated in the plans and specifications hereto attached: And whereas the Minister has with the consent of the Board entered into an agreement with the Hawke's Bay County Council that the Minister shall construct the combined road and railway bridge, and it is proposed that the said approaches and embankments (including a small bridge therein) shall be constructed by the Board upon the terms and subject to the conditions hereinafter appearing: Now, therefore, this agreement witnesseth that the parties hereto have agreed together as follows:—

1. In consideration of the sum of twenty thousand pounds (£20,000) sterling to be paid by the Minister to the Board in the manner hereinafter appearing the Board shall carry out to the satisfaction of the Minister the whole of the works enumerated and described in the specification and plans hereto annexed and marked P.W.D. 35187, in the manner described in the said specification and plans, and also in accordance with the general conditions hereto annexed in so far as applicable and not inconsistent with the provisions of this agreement, and the Board shall itself provide the necessary funds and shall pay the difference between the full and actual cost of the work (estimated at forty-seven thousand pounds (£47,000)) and the said sum of twenty thousand pounds (£20,000) already mentioned.

2. The Board shall at its own cost maintain the works enumerated and described in the specification and plans hereto annexed for a period of three calendar months after the final completion thereof.

3. If in constructing the works enumerated and described in the specification and plans hereto annexed the Minister is of opinion that further or extra works beyond those specified are necessary for the stability or satisfactory completion of the said works, then and in any such case the Board shall construct such further or extra works accordingly, and the cost thereof shall be paid for by the Board and the Minister in proportion to the share of the cost borne by each in connection with the principal work—that is to say, the Board shall pay twenty-seven forty-sevenths and the Minister shall pay twenty forty-sevenths of the cost of such extra work.

4. Progress-payments in respect to the said sum of twenty thousand pounds (£20,000) shall be made from time to time by the Minister to the Board monthly or as nearly as may be as the work proceeds, on the certificate in writing of the Resident Engineer, in the proportion of twenty forty-sevenths of the value of work actually done less 10 per centum until a final certificate is given, when 5 per centum will still be retained to ensure fulfilment of maintenance clauses in general conditions, which are hereby modified accordingly.

5. The land upon which the embankment and bridge which are included in the works described in the specification and plans annexed hereto are constructed,

and the land upon which the Minister has agreed to construct the combined road and railway bridge, shall upon completion of such embankment and bridges vest in the Crown, and the Crown shall then have a perpetual right to construct and maintain a line of railway and road thereon in the position shown on the plans attached to these presents, provided that the Minister of Railways shall be wholly responsible for the maintenance and have control of the embankment on which the railway and road shall be constructed other than the surface of the road and footpath thereon, and the Hawke's Bay County Council shall be wholly responsible for the maintenance and repair and have control of the road and footpath.

6. The construction of the whole of the works enumerated and described in the specification and plans marked P.W.D. 35187 hereto annexed shall be completely finished by the Board within a period of two years from the date of this agreement.

7. The construction of the aforesaid combined road and railway bridge may, if the Minister thinks fit, be commenced by him at any time before the completion by the Board of the works enumerated and described in the specification and plans hereto annexed.

8. For the purposes of this agreement the term "Contractor" in the specification and conditions of contract annexed hereto means the Board; "contract" means this agreement so far as the Minister and the Board are concerned; and "Minister" means the Minister of Public Works until the works enumerated and described in the specification and plans hereto annexed have been completed and the railway thereon has been handed over to the Railway Department to manage and control, but from and after the completion of such works and the railway thereon has been handed over to the Railway Department the word "Minister" shall mean the Minister of Railways. "Resident Engineer" means the Resident Engineer for the time being of the Public Works Department until the railway on the said works has been handed over to the Railway Department, and thereafter shall mean the District Railway Engineer.

9. Notwithstanding anything to the contrary in the conditions of contract attached hereto, if payment of any money should be due and owing by the Board to the Minister at any time or from time to time in pursuance of these presents for a period of four weeks, the Minister may thereupon recover the same without further process as a debt in any Court of competent jurisdiction; and should any dispute arise as to the meaning or intent of these presents or any part thereof, or as to the rights or liability of any party hereto, such dispute shall be referred to arbitration in the manner provided by the Arbitration Act, 1908, and the decision of such arbitrator or arbitrators shall be final and conclusive.

10. When and so soon as the said combined road and railway bridge, and the said approaches and embankment, and the road and footpath thereon, have been completed and the Hawke's Bay County Council has closed the present bridge across the Inner Harbour of Napier hereinbefore referred to, the Board may, if it thinks fit, demolish and remove such bridge.

11. It is agreed that these presents shall not be binding on the parties until validated by legislation, but shall be treated as being terms agreed upon as the basis for legislation, and legislation shall be introduced for the purpose of giving effect to the terms herein contained.

In witness whereof these presents have been executed by and on behalf of the parties hereto the day and year first before written.

The common seal of the Corporation of the Chairman, Members, and Inhabitants of the Napier Harbour District was hereunto affixed by and in the presence of—

A. E. JULL,	Chairman.
JOHN P. K. AVERY,	
	Treasurer.

(Seal.)

Signed by the Honourable William Fraser in the presence of—

J. H. McALISTER,	W. FRASER.
Private Secretary.	

AGREEMENT No. 2.

AN AGREEMENT, made this 3rd day of October, one thousand nine hundred and fourteen, between the Hawke's Bay County Council, acting in the name and on behalf of the Corporation of the Chairman, Councillors, and Inhabitants of the County of Hawke's Bay (hereinafter referred to as the Council), of the one part, and the Honourable William Fraser, the Minister of Public Works for the time being in New Zealand, acting in the name and on behalf of His Majesty the King (hereinafter with his successors in office referred to as the Minister), of the other part: Whereas it having become necessary to rebuild the present bridge across the Inner Harbour at Napier, known as the Port Ahuriri - Westshore Bridge, and as the erection of a new bridge on the site of the present bridge would interfere with the contemplated harbour-works at Napier, a proposal has been made that in lieu of the present structure a combined road and railway bridge (hereinafter referred to as the said bridge) on a different site, with the necessary approaches and embankments (including in such approaches a small combined road and railway bridge), should be constructed: And whereas the Minister has entered into an agreement with the Napier Harbour Board that the Board shall construct the necessary approaches and embankments to the said bridge, and that the land upon which the said bridge and the approaches and embankments are constructed and the structures themselves shall, when and so soon as such structures have been constructed and completed, vest in the Crown, subject to the control of the road and footpath on the said bridge, approaches, and embankments being vested in the Council: And whereas it is proposed that the said bridge should be constructed by the Minister upon the terms and subject to the conditions herein-after appearing: Now, therefore, this agreement witnesseth that the parties hereto have agreed together as follows:—

1. In consideration of the sum of twenty-five thousand pounds (£25,000) to be paid by the Council to the Minister in the manner hereinafter set forth, and in consideration also of the covenants and stipulations herein contained, the Minister shall construct the said bridge of reinforced concrete in the line of the said embankments, of a total length of about 1,232 ft., between 1 mile 24 chains and 1 mile 48 chains of the said railway, in accordance with the plan marked P.W.D. 34957 hereunto annexed, and estimated to cost forty-nine thousand pounds (£49,000).

2. The Council shall satisfy the Minister that it has raised by loan or that it has otherwise provided and is in possession of the said sum of twenty-five thousand pounds (£25,000) before the Minister shall commence the construction of the said bridge; and the Council shall, subject to the next succeeding paragraph hereof, pay to the Public Account at Napier on demand from time to time by the Minister such sum or sums, not exceeding in the whole the sum of twenty-five thousand pounds (£25,000), as may by him be considered to be necessary to pay for work already done or likely to be completed within the next month after demand is made. If the cost of the said bridge shall exceed forty-nine thousand pounds (£49,000), the Minister will provide such extra cost, but if the said bridge shall cost less than that amount the contribution of twenty-five thousand pounds (£25,000) to be paid to the Public Account by the Council in terms of these presents shall then be proportionately reduced.

3. The Minister shall place on the public-works estimates for the year 1914-15 for the consideration of the House of Representatives a proposed vote of five thousand pounds (£5,000) as a subsidy towards the cost of the said bridge, which subsidy shall in the event of the vote being passed by the House of Representatives be used by the Minister as part of the said sum of twenty-five thousand pounds (£25,000) to be paid to the Minister by the Council, provided that such subsidy shall be so used in the proportion only of one-fifth of the value of the work done from time to time, and provided also that if Parliament should refuse to vote the said sum of five thousand pounds (£5,000), then in any such case the Council shall itself find the whole amount of twenty-five thousand pounds (£25,000) or such lesser sum as the said bridge may cost in the proportion of twenty-five forty-ninths of the total cost as aforesaid.

4. The said bridge and the approaches and embankments connected therewith shall upon completion vest in the Crown, and the maintenance and repair of such bridge, approaches, and embankments, other than the surface of the road and footpath on those parts of the bridge and approaches provided for the same respectively, shall devolve upon the Minister of Railways; but the control of such road and footpath respectively shall vest in the Council, who shall be responsible for the maintenance and repair thereof; and the Council shall pay to the Minister of Railways its

proportion of the cost of the maintenance and repair of the said bridge and the embankments and approaches thereto (including the small bridge therein) other than the cost of maintaining the surface of the road and footpath thereon. Nothing in this agreement shall prevent the Council from claiming contributions from other local authorities towards the cost of maintaining or repairing the said roadway and footpath in the manner prescribed by the Public Works Act, 1908, if its claim is otherwise well founded.

5. The construction of the said bridge may, if the Minister thinks fit, be commenced by him at any time before the completion by the Napier Harbour Board of the works enumerated and described in the agreement between the Minister and the Napier Harbour Board.

6. If the payment of any money should be due and owing by the Council to the Minister at any time or from time to time in pursuance of these presents for a period of four weeks, the Minister may thereupon recover the same without further process as a debt in any Court of competent jurisdiction; and should any dispute arise as to the meaning or intent of these presents or any part thereof, or as to the rights or liability of any party hereto, such dispute shall be referred to arbitration in the manner provided by the Arbitration Act, 1908, and the decision of such Arbitrator or Arbitrators shall be final and conclusive.

7. When and so soon as the said bridge, and the approaches and embankments thereto, and the road and footpath thereon, have been constructed the Council shall thereupon close the present bridge across the Inner Harbour hereinbefore referred to, and the Napier Harbour Board may then demolish and remove the structure.

8. It is agreed that these presents shall not be binding on the parties until validated by legislation, but shall be treated at being terms agreed upon as the basis for legislation, and legislation shall be introduced for the purpose of giving effect to the terms herein contained.

In witness whereof these presents have been executed by or on behalf of the parties hereto the day and year first above written.

The common seal of the Corporation of the
Chairman, Councillors, and Inhabitants of the
County of Hawke's Bay was hereunto affixed
by and in the presence of—
THOMAS CROSSE,
FRANK L. GORDON,
W. SHRIMPTON,
Members of the Council.

(Seal.)

Signed by the Honourable William Fraser in the
presence of—
J. H. McALISTER,
Private Secretary,
Wellington.

W. FRASER.