

Mr. Wilford.

WELLINGTON HARBOUR BOARD RECLAMATION AND
EMPOWERING.

[PRIVATE BILL.]

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A BILL INTITULED

AN ACT to confer certain Powers upon the Wellington Harbour Board and the Corporation of the Borough of Mirimar, and to enable the Wellington Harbour Board to acquire certain Lands and Property, ~~reclaim Lands from the Sea, execute Works, and borrow Moneys, and providing for the Payment to the Board of the Value of the Improvement to adjoining Lands arising therefrom.~~

WHEREAS under and by virtue of the powers conferred on it by the Wellington Harbour Board Empowering Act, 1902, the Wellington Harbour Board (hereinafter called the Board) was authorised to purchase all or any of the assets of the Wellington Patent Slip Company (Limited) (hereinafter called the company), ~~but no agreement for purchase has been arrived at:~~ And whereas it is desirable in the interests of the Harbour of Wellington that the Patent Slip, together with the lands, buildings, machinery, and plant vested in the company, should be the property of the Board: *And whereas an agreement for purchase has been entered into between the Board and the company, and it is desirable that the Board and the company should be respectively empowered to carry out the terms of the said agreement:* And whereas under and by virtue of the powers conferred on it by the Reserves and other Lands Disposal and Public Bodies Empowering Act, 1907, the Board was authorised on obtaining the consents therein referred to to acquire certain lands for the purposes of reclamation at Evans Bay: ~~And whereas the Board, having obtained the said consents, has decided to acquire for the purposes aforesaid the lands described in the First and Fourth Schedules hereto:~~ And whereas it is desirable that the Board should have power to acquire certain other lands in Evans Bay ~~and to carry out reclamations~~

No. 2-~~1~~ (Private).

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with the object of providing sites upon which engineering and other industries may be carried on : And whereas an agreement has been entered into between the Board and the Corporation of the Borough of Miramar (hereinafter called the Borough) to facilitate the carrying-out of the said reclamations and it is desirable that the Board and the Borough should be respectively empowered to carry out the terms of the said agreement : And whereas by a special Order in Council dated the twenty-second day of May, nineteen hundred and five, the Board was authorised to reclaim from the sea certain lands therein described as a site for boat-sheds, subject to the conditions therein named : And whereas the Board has complied with the conditions contained in the said Order and it is now desirable that such lands should be vested in the Board : And whereas the Board requires further powers of borrowing in order to find funds for the purposes aforesaid and for the construction of other harbour-works :

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for purposes in connection with the said reclamation :

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

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Short Title.

1. This Act may be cited as the Wellington Harbour Board ~~Reclamation~~ and Empowering Act, 1908.

Interpretation.

2. In the construction of this Act, if not inconsistent with the context,—

“The Act” means and includes the Harbours Act, 1878, and its amendments :

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“The Board” means the Wellington Harbour Board as constituted under the Wellington Harbour Board Act, 1879, and its amendments :

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“The Borough” means the Mayor, Councillors, and Burgesses of the Borough of Miramar incorporated under the Municipal Corporations Act, 1900, and its amendments :

“The company” means the Wellington Patent Slip Company (Limited) :

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“The undertaking” means the right, title, and interest of the Wellington Patent Slip Company (Limited) in certain lands comprised in certificates of title, Volume xx, folio 127, and Volume xxi, folio 287, and described in the *Seventh* and *Eighth* Schedules hereto, together with the buildings, machinery, plant, and assets *materials* of the company, and all rights, privileges, and appurtenances appertaining thereto.

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Special Act.

3. This Act shall be deemed a special Act within the meaning of the Act and of the Public Works Act, 1905, and the First, Second, Third, and Fifth Parts of the last-mentioned Act are, except where inconsistent with this Act, hereby incorporated with this Act.

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New clause.

3A. The several provisions of the deed between the Board and the company, a copy whereof is set out in the *eighteenth* Schedule hereto, shall have effect as if the same were specifically enacted in the terms

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thereof in this Act, and the several powers and authorities expressed to be conferred by the said deed upon the Board and the company respectively may be exercised as provided by the said deed, and the several conditions and obligations expressed by the said deed to be performed and undertaken by the Board and the company respectively shall be performed by and be binding upon the Board and the company respectively, and the provisions for settlement of differences and disputes between the Board and the company shall have effect as provided by the said deed.

4. ~~The Board may, in addition to the powers and authorities vested in it, purchase or take under the provisions of the Public Works Act, 1905, the undertaking, and the undertaking when so acquired by the Board shall vest in the Board absolutely for the purposes for which the Board is constituted freed from all trusts, restrictions, reservations, covenants, and conditions whatever, except only the provisions in favour of the company expressed in the deed between the Board and the company set out in the Eighteenth Schedule hereto.~~

Board may purchase or take the undertaking.

5. ~~In the event of the Board acquiring the undertaking,—~~

Power to company to wind up.

(a.) The company may at any time hereafter be wound up in the manner provided for by section sixteen of the Wellington Harbour Board Empowering Act, 1902; save only that in lieu of the words "two hundred and thirty-two to two hundred and thirty-six, both inclusive, of 'The Companies Act, 1882,'" the words "two hundred and sixty-two to two hundred and sixty-five, both inclusive, of the Companies Act, 1903," are substituted.

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(b.) The powers, privileges, and authorities now vested in the company, in reference to the deviation of the road passing through portion of the land forming part of the undertaking, shall vest in the Board, and the Board shall have power to deviate such road.

Deviation of road.

6. The Board may, in addition to the powers and authorities vested in it, acquire, purchase, or take under the provisions of the Public Works Act, 1905, the lands described in the *Third* and *Sixth* Schedules hereto.

Board may purchase or take certain lands.

7. (1.) The Compensation Court constituted under the Public Works Act, 1905, in determining the amount of compensation to be awarded to any claimant shall not take into account any increase of value that may arise or be considered as likely to arise through the operations of the Board under the provisions of this or any other Act to such land by reason of the construction of the work for the purposes of which the land of such claimant has been taken.

Compensation not to be affected by works of Board.

(2.) Compensation in respect of any claim may be made or awarded either in money or, if the Board and the claimant mutually so agree, out of the land acquired or reclaimed under the provisions of this Act or acquired under the provisions of the Reserves and other Lands Disposal and Public Bodies Empowering Act, 1907; or in money, as the Board may think fit; reclaimed under the provisions of the Wellington Harbour Board Reclamation and Empowering Act, 1908; and where the Board shall elect to make such compensation

shall be made in land, the value of the land to be given shall be ascertained between the claimant and the Board, or, in case of difference, by the Court acting under the provisions of the Public Works Act, 1905, in the matter of such claim.

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Vesting of certain lands in Board. Powers of reclamation.

8. The lands described in the *Fifth* and *Ninth* Schedules hereto shall vest in the Board, and the Board may from time to time, subject to the provisions of the Act, reclaim the said lands from the sea, and may for that purpose, if it thinks fit, enter into any contract or contracts with any person or persons for the execution of all or any of the works which may be necessary or expedient in or about the filling-up and reclaiming of such lands as aforesaid upon such terms and conditions as may seem to it proper and reasonable.

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Power to construct streets, &c.

9. The Board may, on any land acquired or reclaimed from the sea under the provisions of this Act or acquired under the provisions of the Reserves and other Lands Disposal and Public Bodies Empowering Act, 1907, construct such streets, drains, sewers, and watercourses as it may deem necessary; and, on such construction in compliance with the reasonable requirements of the municipal authority within whose jurisdiction such streets are situate, dedicate such streets as public streets; and such municipal authority shall take over, maintain, and light the same.

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Exemption from rates.

10. No lands reclaimed from the sea shall be liable to pay any rates whatever to any municipal authority so long as they shall remain the property of the Board and not be sold or leased.

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Power to Board and Borough to carry out agreement.

11. It shall be lawful for the Board and the Borough, and they are hereby respectfully empowered, to do, perform, and execute all the acts, matters, and deeds that may be essential or convenient to give full force and effect to the agreement of the first day of May, nineteen hundred and eight, set out in the *Fourteenth* Schedule hereto; and

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(a.) The Borough may, and subject to the conditions set forth in the said agreement shall, anything contained in the Municipal Corporations Act, 1900, and its amendments to the contrary notwithstanding,—

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(i.) From time to time by resolution close the streets on such part of the land described in the *Second* Schedule hereto as lies beyond the boundaries of the ninety-nine-foot street referred to in clause two of the said agreement, and on the passing of such resolution such streets shall be deemed to be forthwith closed and stopped:

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(ii.) Transfer the land contained in such closed streets to the Board, and the said land shall vest in the Board:

(iii.) Wholly or partially remit the rates on such parts of the lands referred to in the *First* and *Second* Schedules hereto as are vested in the Board:

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(b.) The Board may, and subject to the conditions set forth in the said agreement shall,—

(i.) Transfer to the Borough a strip of land sixty-six feet wide at the southern end of the lands described in the *First* and *Second* Schedules hereto:

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(ii.) From time to time, and at such times as may to it seem proper, construct the streets described in the said agreement, and transfer the same to the Borough :

5 Provided, however, that nothing in this Act shall limit or abridge the provisions of section two hundred and thirteen of the Municipal Corporations Act, 1900, as to the control, cost of construction, and maintenance of any streets or roads on the boundary of the City of Wellington and the Borough as such boundary shall 10 exist or be created consequent upon the carrying-out of the reclamation authorised hereby.

12. For the purpose of rectifying boundary-lines, street-levels, and providing access, the Board may sell or give in exchange parts of the lands acquired ~~or authorised to be reclaimed~~ under this Act ~~or acquired for the purpose of obtaining spoil for reclamation or otherwise,~~ or may purchase or accept in exchange adjoining lands.

Power to buy, sell, and exchange lands for certain purposes.

13. All lands purchased or acquired by the Board under this Act ~~and the lands described in the Tenth and Eleventh Schedules hereto~~ shall vest in the Board for the purposes for which the Board is 20 constituted, subject to the provisions of this Act.

Vesting clause.

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14. The land described in the *Twelfth* Schedule hereto, being the land reclaimed under the authority of a special Order in Council dated the twenty-second day of May, nineteen hundred and five, 25 shall vest in the Board for the purposes for which the Board was constituted.

Vesting site of boat-sheds.

15. The Board may borrow any sum or sums of money not exceeding in the whole one million pounds for the several purposes specified in the *Thirteenth* Schedule hereto :

Borrowing-powers.

30 Provided, however, that no money shall be borrowed under the authority of this Act which shall produce to the lender a higher rate of interest than five pounds per centum per annum, and that the Board shall on borrowing such moneys provide a sinking fund of not less than one pound per centum per annum thereon.

35 16. Where the Board shall, after the coming into operation of this Act, reclaim any portions of the lands in Evans Bay authorised by this Act to be reclaimed, and execute any works on any of the lands referred to in this Act, and authorised by this Act and by any other Act to be executed or performed, then and in every such case 40 each and every person having any estate or interest in lands within the area of land described in the *Fifteenth* Schedule hereto shall pay to the Board a sum of money equal to the increase in the value of his said land which shall be caused by the Board reclaiming any portions of the said lands and executing or performing any of the said works.

Power to Board to obtain payment for improvement in adjoining land.

45 (a.) The amount to be paid to the Board as aforesaid shall be determined in manner provided in respect of a claim for compensation by Part III of the Public Works Act, 1905, or in a manner as near thereto as in the opinion of the Court set up under this present section and that Act the 50 circumstances of each case will admit; and the provisions of the said Part III shall, *mutatis mutandis*, be deemed incorporated in this Act, but so that the Board shall be the claimant and the landowner affected be the

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- respondent. Claims under this section may be in or to the effect of the form given in the *Sixteenth* Schedule hereto.
- (b.) The said Court shall have power, on the application of any party, to order that all or any claims under this section in respect of any partial interests shall be heard and determined together; and any claims whatever under this section may, with the consent in writing of all parties, be heard and determined together. Where the said Court hears and determines several claims together, it shall have power to apportion the amount awarded against the several respondents in such proportions and manner as to the Court shall seem just. 5 10
- (c.) For the purpose of ascertaining and awarding any amount under this section, the President of the said Court shall have power to determine who are the owners of the lands, estates, or interests in respect of which a claim is made by the Board; or he may, if he thinks fit, state a case for the decision of the Supreme Court thereon; and such determination or decision shall be followed by the said Court on making its award. 15 20
- (d.) Claims under this section shall be made within one year from the execution of the reclamation or work out of which they arise, and not afterwards. 25
- (e.) All findings and awards of the Court set up under this section shall be final on all questions lawfully coming before it. 30
- (f.) If any respondent shall desire to pay the amount awarded, with interest at the rate of four pounds ten shillings per centum per annum, in equal half-yearly instalments extending over a period of twenty years, and of such his desire shall give notice in writing to the Secretary to the Board within one calendar month after the making of the award, and if such respondent shall at the request of the said Secretary sign and deliver to him a memorandum of charge upon the estate or interest forming the subject of the claim made against him such respondent in the form given in the *Seventeenth* Schedule hereto or to the like effect, and shall pay the costs of the preparation and completion of the said instrument, then and in every such case such respondent shall have the right to pay such amount awarded by instalments as aforesaid. Such memorandum of charge shall operate as a first charge upon the said estate or interest of the said respondent, ranking in priority to all estates, incumbrances, and interests created by him or any of his predecessors in title to his said estate or interest, and may be registered without fee in the Deeds Register or Lands Registry Office, as the case may be. 35 40 45 50
- (g.) The Board shall at any time receive the whole of the unpaid instalments secured by any such memorandum of charge as aforesaid, and shall make a rebate of interest in respect of such earlier payment.

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- (h.) A receipt signed by the Treasurer to the Board, indorsed on any such memorandum or charge and expressed to be in full for all moneys secured thereby, shall vacate such charge.
- (i.) The moneys received by the Board by virtue of this section shall be applied by it in carrying out the reclamation authorised by this Act.

SCHEDULES.

Schedules

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FIRST SCHEDULE.

ALL that piece of land, being part of Section 9 of the Watts Peninsula District, in the Borough of Miramar, and part of the land referred to in certificate of title, Vol. cxv, folio 277, registered in the office of the District Land Registrar, in Wellington, containing an area of 9 acres and 9 perches, and being the whole of Sections 2, 3, and 26 to 42, both inclusive, and parts of Sections 24 and 25, of Block I, shown on a subdivisional plan marked 1335 deposited in the office of the District Land Registrar, in Wellington: be the said area a little more or less: as the same is delineated and coloured pink edged with green on a plan deposited in the office of the Marine Department, in Wellington, and marked M.D. 3187.

SECOND SCHEDULE.

ALL that piece of land, being part of Section 9 of the Watts Peninsula District, in the Borough of Miramar, containing an area of about 6 acres 2 roods, consisting of the whole of the roadway known as Queen's Terrace, and such part of the roadway known as Miramar Quay as lies between the southern side of Miramar Avenue extended to high-water mark at Evans Bay and the north-eastern boundary of Section 43, Block I, shown on a subdivisional plan marked 1335 deposited in the office of the District Land Registrar, in Wellington, extended to high-water mark at Evans Bay: be the said area a little more or less: as the same is delineated and coloured buff edged with red on a plan deposited in the office of the Marine Department, in Wellington, and marked M.D. 3187.

THIRD SCHEDULE.

ALL those three pieces of land, being parts of Sections 5 and 7 of the Evans Bay District, in the Melrose Ward of the City of Wellington, containing together an area of about 3 roods 30 perches: first, commencing at a point "o" as shown on the plan hereinafter referred to, the said point being distant 420.67 links on a bearing of 14° 31' from a survey-peg numbered xx on a plan marked A/1258 deposited in the office of the District Land Registrar, in Wellington, the said peg being distant 10123.28 links south and 7624.85 links east from the trig. station at Mount Cook; thence about 79.5 links on a bearing of 14° 31' to the point CC, the said line being part of the eastern boundary of the land vested in the Wellington City Corporation under the Wellington City Reclamation and Empowering Act, 1906, shown on a plan marked M.D. 2940 deposited in the office of the Marine Department, in Wellington; thence generally in an easterly direction along high-water mark to the point "p"; thence about 330 links on a bearing of 284° 28' 30" to the starting-point at "o"; second, commencing at a point "k" as shown on the plan hereinafter referred to, the said point being distant 1590.14 links on a bearing of 284° 28' 30" and 56.04 links on a bearing of 347° 37' from a survey-peg numbered xvii on the aforesaid plan marked A/1258, the said peg being distant 10939.29 links south and 10786.12 links east from the trig. station at Mount Cook; thence 300 links on a bearing of 284° 28' 30" to the point "n"; thence about 213 links on a bearing of 14° 28' 30" to high-water mark at the point "m"; thence generally in an easterly direction along high-water mark to the point "l"; thence about 178 links on a bearing of 194° 28' 30"

to the starting-point at "k": third, commencing at a point "e" as shown on the plan hereinafter referred to, the said point being distant 100 links on a bearing of 284° 28' 30" and 56.04 links on a bearing of 347° 37' from the aforesaid survey-peg numbered xvii on the plan marked A/1258; thence 100 links on a bearing of 284° 28' 30" to the point "j"; thence about 230 links on a bearing of 14° 28' 30" to high-water mark at the point "h"; thence generally in an easterly direction along high-water mark to the point "f"; thence about 296 links on a bearing of 194° 28' 30" to the starting-point at "e": be the said areas, bearings, and distances a little more or less: as the same are delineated and coloured pink edged with red on a plan deposited in the office of the Marine Department, in Wellington, and marked M.D. 3187, and thereon denoted as the *Third Schedule*: together with all foreshore rights of access, bathing, and all other privileges and powers over so much of the foreshore at Evans Bay as lies between the eastern and western portions of the lands described in this Schedule.

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FOURTH SCHEDULE.

ALL that piece of land, being a part of Section 7 of the Evans Bay District, in the Melrose Ward of the City of Wellington, and lying to the north of Seatoun Road, containing an area of about 4 acres 2 roods 22 perches: commencing at the point "a" as shown on the plan hereinafter referred to, the said point being distant 50.5 links on a bearing of 349° 27' from a survey-peg numbered lv shown on a plan marked 93/40 deposited in the District Lands and Survey Office, in Wellington, the said peg being distant 10578.3 links south and 11968.4 links east from the trig. station at Mount Cook; thence 449.16 links on a bearing 264° 30' to the point "b"; thence 433.5 links on a bearing of 261° 58' to the point "c"; thence 401.8 links on a bearing of 230° 46' to the point "d"; thence 100 links on a bearing of 284° 28' 30" to the point "e"; thence about 296 links on a bearing of 14° 28' 30" to high-water mark at the point "f"; thence generally in a north-easterly and easterly direction along high-water mark to the point "g"; thence about 309 links on a bearing of 253° 41' to the starting-point at "a": be the said area, bearings, and distances a little more or less: as the same is delineated and coloured pink edged with blue on a plan deposited in the office of the Marine Department, in Wellington, and marked M.D. 3187.

FIFTH SCHEDULE.

ALL that piece of land, being a portion of the bed of the Harbour of Port Nicholson, situated in Evans Bay, containing an area of about 128 acres 3 roods: commencing at a point I, as shown on the plan hereinafter referred to, the said point being on high-water mark and distant 45 links on a bearing of 120° from a survey-peg numbered xxxv shown on a plan marked 71/12 deposited in the District Lands and Survey Office, in Wellington, the said peg being distant 4083.99 links south and 9245.76 links east from the trig. station at Mount Cook; thence 405 links on a bearing of 120° to the point H; thence 550 links on a bearing of 210° to the point G; thence 2930 links due south to the point F; thence 650 links on a bearing of 140° to the point E; thence 800 links on a bearing of 125° to the point D; thence 2950 links on a bearing of 110° to the point C; thence 2039.37 links on a bearing of 34° to the point B; thence 189.7 links on a bearing of 119° 31' 20" to the point A, the said point being on high-water mark and distant 57.69 links on a bearing of 3° 20' 21" from a survey-peg numbered XLVIII shown on a plan marked 93/40 deposited in the District Lands and Survey Office, in Wellington, the said peg being distant 8141.4 links south and 14507.3 links east from the trig. station at Mount Cook; thence generally in a south-westerly direction along high-water mark to the point CC, the said high-water mark in part being as shown on plans marked 71/62 and 71/63 deposited in the District Lands and Survey Office, in Wellington; thence 58.4 links on a bearing of 14° 31' to the point DD, and thence 2542.5 links on a bearing of 2° 5' to the point EE, the said two lines being the eastern boundaries of the area vested in the Wellington City Corporation under the Wellington City Reclamation and Empowering Act, 1906, and shown on a plan marked M.D. 2940 deposited in the office of the Marine Department, in Wellington; thence generally in a north-easterly and northerly direction partly along the seaward boundary of the Evans Bay Road and partly along high-water mark to the starting-point at I: be the said area, bearings, and distances a little more or less: as the same is delineated and coloured blue edged with brown on a plan deposited at the office of the Marine Department, in Wellington, and marked M.D. 3187.

SIXTH SCHEDULE.

ALL that piece of land, being a part of Section 2 of the Evans Bay District, in the Melrose Ward of the City of Wellington, and being so much of the land referred to in the certificate of title, Vol. cxxxii, folio 196, registered in the office of the District Land Registrar, in Wellington, as lies to the eastward of the Evans Bay Road, containing an area of about 1 rood 14 perches: bounded towards the south, 83 links, on a bearing of $110^{\circ} 56'$, by Section 3 of the Evans Bay District; towards the west, 470 links, on a bearing of $189^{\circ} 25' 30''$, by Evans Bay Road; and towards the east by the high-water mark of Evans Bay: be the said area, bearings, and distances a little more or less: as the same is delineated and coloured pink edged with brown on a plan deposited in the office of the Marine Department in Wellington, and marked M.D. 3187, and thereon denoted as the Sixth Schedule.

SEVENTH SCHEDULE.

ALL that piece of land, being a part of Section 3 of the Evans Bay District, in the Melrose Ward of the City of Wellington, containing an area of about 20 acres, and being the whole of the land referred to in certificate of title, Vol. xxi, folio 287, registered in the office of the District Land Registrar, in Wellington: bounded towards the north, 1098 links, by Section 2 of the Evans Bay District; towards the east by Evans Bay; towards the south-west, 724 links, and towards the west, 1750 links, by other parts of Section 3: be the said area and distances a little more or less: as the same is delineated and coloured green edged with blue on a plan deposited at the office of the Marine Department, in Wellington, and marked M.D. 3187, and thereon denoted as the Seventh Schedule.

EIGHTH SCHEDULE.

ALL that piece of land, being a portion of the bed of the Harbour of Port Nicholson, situated in Evans Bay, and being the whole of the land referred to in Crown Grant No. 5992 and in certificate of title, Vol. xx, folio 127, registered in the office of the District Land Registrar, in Wellington, containing an area of about 10 acres 1 rood 29 perches: bounded towards the north-west, 650 links, by Section 3 of the Evans Bay District; towards the north-east, 1657 links, by Evans Bay; towards the south-east, 607 links, by Evans Bay; towards the south-west, 1842 links, by Evans Bay: be the said area and distances a little more or less: as the same is delineated and coloured blue edged with yellow on a plan deposited in the office of the Marine Department, in Wellington, and marked M.D. 3187, and thereon denoted as the Eighth Schedule.

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NINTH SCHEDULE.

ALL that piece of land, being a portion of the bed of the Harbour of Port Nicholson, situated in Evans Bay, containing an area of about 28 acres: commencing at a point M as shown on the plan hereinafter referred to, the said point being on high-water mark and distant 43.9 links due east from a survey-peg numbered xxvi shown on a plan marked 71/12 deposited in the District Lands and Survey Office, in Wellington, the said peg being distant 756.26 links north and 11946.27 links east from the trig. station at Mount Cook; thence 135 links due east to the point L; thence 3136.15 links due south to the point K; thence 2130 links on a bearing of $244^{\circ} 1'$ to the point J; thence 1150 links on a bearing of 210° to the point H; thence 405 links on a bearing of 300° to the point I, the said point being on high-water mark and distant 45 links on a bearing of 120° from a survey-peg numbered xxxv shown on the aforesaid plan marked 71/12, the said peg being distant 4083.99 links south and 9245.76 links east from the trig. station at Mount Cook; thence generally in a northerly and north-easterly direction partly along high-water mark and partly along the seaward boundary of Evans Bay Road to the starting-point at M: be the said area, bearings, and distances a little more or less: as the same is delineated and coloured blue edged with red on a plan deposited in the office of the Marine Department, in Wellington, and marked M.D. 3187.

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TENTH SCHEDULE.

ALL that piece of land, being a portion of the bed of the Harbour of Port Nicholson, situated in Evans Bay, containing an area of about 69 acres : commencing at a point V as shown on the plan hereinafter referred to, the said point being on low-water mark and distant 121·58 links on a bearing of 103° 58' 8" from a survey-peg numbered xxiv, shown on a plan marked 71/12 deposited in the District Lands and Survey Office, in Wellington, the said peg being distant 1029·35 links north and 11537·01 links east from the trig. station at Mount Cook ; thence 840 links due east to the point U ; thence 5000 links due south to the point T ; thence 850 links due west to the point S ; thence 700 links due south to the point P ; thence 1332·28 links due west to the point Q ; thence 1165 links on a bearing of 300° to the point R, the said point being on low-water mark and distant 67·02 links on a bearing of 120° from a survey-peg numbered xxxv shown on the aforesaid plan marked 71/12, the said peg being distant 4083·99 links south and 9245·76 links east from the trig. station at Mount Cook ; thence generally in a northerly and north-easterly direction along low-water mark to the point W ; thence 1735 links on a bearing of 154° 1' to the point X, thence 607 links on a bearing of 64° 1' to the point Y, and thence 1590 links on a bearing of 334° 1' to the point Z, the said three boundaries being part of the south-western boundary, the south-eastern boundary, and part of the north-eastern boundary respectively of the reserve marked B on the plan of the Evans Bay District, as the same is shown on a plan marked M.D. 22 deposited in the office of the Marine Department, in Wellington, the said reserve being vested in the Wellington Patent Slip Company (Limited), and the said points W and Z being the points in which the south-western and the north-eastern boundaries respectively of the said reserve cross low-water mark ; thence generally in a north-easterly, easterly, and northerly direction along low-water mark to the starting-point at V : be the said area, bearings, and distances a little more or less : as the same is delineated and coloured blue edged with blue on a plan deposited at the office of the Marine Department, in Wellington, and marked M.D. 3187.

ELEVENTH SCHEDULE.

ALL that piece of land, being a portion of the bed of the Harbour of Port Nicholson, situated in Evans Bay, containing an area of about 245 acres 3 roods : commencing at a point R as shown on the plan hereinafter referred to, the said point being on low-water mark and distant 67·02 links on a bearing of 120° from a survey-peg numbered xxxv shown on a plan marked 71/12 deposited in the District Lands and Survey Office, in Wellington, the said peg being distant 4083·99 links south and 9245·76 links east from the trig. station at Mount Cook ; thence 1165 links on a bearing of 120° to the point Q ; thence 1332·28 links due east to the point P ; thence 2800 links due south to the point O ; thence 3000 links due east to the point N, the said point being on low-water mark and distant 100·12 links on a bearing of 329° 18' 40" from a survey-peg numbered xlvii shown on a plan marked 93/40 deposited in the District Lands and Survey Office, in Wellington, the said peg being distant 7586·1 links south and 14696·1 links east from the trig. station at Mount Cook ; thence generally in a south-westerly and westerly direction along low-water mark to the point AA ; thence 1550 links on a bearing of 2° 5' to the point BB, the said boundary being part of the eastern boundary of the area vested in the Wellington City Corporation under the Wellington City Reclamation and Empowering Act, 1906, shown on a plan marked M.D. 2940 deposited in the office of the Marine Department, in Wellington ; thence generally in a north-easterly direction along low-water mark to the starting-point at R : be the said area, bearings, and distances a little more or less : as the same is delineated and coloured blue edged with green on a plan deposited at the office of the Marine Department, in Wellington, and marked M.D. 3187.

TWELFTH SCHEDULE.

ALL that piece of land, situated on the northern side of Clyde Quay, in the City of Wellington, containing an area of 1 acre 4·3 perches : commencing at a point A as shown on the plan hereinafter referred to, the said point being on the seaward boundary of Clyde Quay, at the intersection thereof with the seaward

Struck out.

side of the road approach to Clyde Quay Wharf, and distant 141.61 links on a bearing of $22^{\circ} 40' 30''$ from a Government Standard Survey block numbered CCLXXXVII(A) in the roadway of Clyde Quay, the said block being distant 4290.36 links north and 3958.32 links east from the trig. station at Mount Cook; thence 48.93 links on a bearing of $314^{\circ} 57'$ to the point B; thence 48.41 links on a bearing of $84^{\circ} 5'$ to the point C; thence 34.03 links on a bearing of $20^{\circ} 53'$ to the point D; thence 174.88 links on a bearing of $83^{\circ} 43'$ to the point E; thence 35.77 links on a bearing of $139^{\circ} 23'$ to the point F; thence 9 links on a bearing of $83^{\circ} 48'$ to the point G; thence 34.19 links on a bearing of $24^{\circ} 11'$ to the point H; thence 194.97 links on a bearing of $83^{\circ} 33'$ to the point J; thence 36.51 links on a bearing of $139^{\circ} 28'$ to the point K; thence 12.65 links on a bearing of $83^{\circ} 41'$ to the point L; thence 38.76 links on a bearing of $32^{\circ} 56'$ to the point M; thence 218.39 links on a bearing of $83^{\circ} 39'$ to the point N; thence 38.23 links on a bearing of $135^{\circ} 1'$ to the point O; thence 11.6 links on a bearing of $83^{\circ} 41'$ to the point P; thence 36.03 links on a bearing of 31° to the point Q; thence 241.56 links on a bearing of $78^{\circ} 45'$ to the point R; thence 46.7 links on a bearing of $119^{\circ} 8'$ to the point S; thence 12.2 links on a bearing of $60^{\circ} 54'$ to the point T; thence 39.07 links on a bearing of $10^{\circ} 19'$ to the point U; thence 152.83 links on a bearing of $60^{\circ} 47'$ to the point V; thence 36.46 links on a bearing of $117^{\circ} 42'$ to the point W; thence 55.8 links on a bearing of $60^{\circ} 54'$ to the point X; thence 55.02 links on a bearing of $151^{\circ} 7'$ to the point Y, the said point being on the seaward boundary of Clyde Quay; thence generally in a westerly direction along the seaward boundary of Clyde Quay to the starting-point at A: be the said area, bearings, and distances a little more or less: as the same is delineated and coloured red on a plan deposited in the office of the Marine Department, in Wellington, and marked M.D. 3188.

THIRTEENTH SCHEDULE.

To construct, execute, perform, and pay for the following works, acts, matters, and things, or such of them as the Board may in its discretion think fit, with such modification and amendment as to the Board may seem meet:—

- (1.) The purchase of the undertaking and of all lands authorised to be acquired under this Act, including the expenses of acquisition.
- (2.) The construction and equipment of patent slips.
- (3.) The installation of workshops, plant, and machinery in connection with graving-docks and slips.
- (4.) The reclamation of any lands which the Board is or may be authorised to reclaim, including the purchase of all lands necessary in the opinion of the Board for such reclamation either for spoil purposes or for purposes of providing access to or road frontages for such reclamations, including the cost of retaining-walls, the construction of sewers and watercourses, and of streets.
- (5.) Dredging, and the purchase, hire, and maintenance of dredging appliances, and other expenditure connected therewith.
- (6.) The construction of quays and quay-walls, pitched slopes, and works of a like nature.
- (7.) The extension of existing wharves and stores, and the construction of new wharves, jetties, sheds, offices, and stores, and of cranes and of other machinery, plant, and appliances.
- (8.) Other harbour-works.
- (9.) The expenses of the flotation of the loan, or any portion thereof.

FOURTEENTH SCHEDULE.

[10s. stamp duty.]

THIS deed, made this first day of May, one thousand nine hundred and eight, between the Wellington Harbour Board (hereinafter called the Board), of the one part, and the Mayor, Councillors, and Burgesses of the Borough of Miramar (hereinafter called the Borough), of the other part.

Whereas under section 54 of an Act of the General Assembly of New Zealand intituled the Reserves and other Lands Disposal and Public Bodies Empowering Act, 1907, the Board was empowered, subject to certain consents being given, to acquire

Struck out.

land, *inter alia*, for the purpose of obtaining spoil for carrying out the reclamation therein and hereinafter referred to: And whereas the Board has, *inter alia*, decided to acquire the land described in the First Schedule hereto, and the necessary consents to the acquisition thereof have been given: And whereas adjacent to the said land and giving access thereto there are certain public streets of which some, owing to the present conformation of the ground, are of excessive widths, and others will, when the spoil has been excavated and removed from the said land, cease to serve as useful accesses thereto: And whereas the excavation and removal of the spoil from the said land will prove of material advantage to the Borough in that it will improve the access from Miramar to the aforesaid reclamation, which reclamation is more particularly shown on a plan deposited in the office of the Marine Department, at Wellington, marked M.D. 3187, and to the proposed wharf-accommodation in connection therewith:

Now, therefore, it is hereby mutually agreed and declared as follows:—

1. The Borough will, so soon as the Board has acquired all the fee-simple of all the land described in the First Schedule hereto, close the public street known as Queen's Terrace, and, so soon as the Board has complied with the conditions set forth in clause two hereof, close so much of the remainder of the streets on the land described in the Second Schedule hereto as lies beyond the boundaries of the ninety-nine-foot street referred to in clause two hereof, and will forthwith thereafter transfer to the Board so much of the land described in the said Second Schedule hereto as lies beyond the boundaries of the said ninety-nine-foot street.

2. The Board will excavate and lower approximately to the level of the proposed adjacent reclamation so much of the western end of the public street known as Miramar Avenue as is above such level, and will, immediately after such excavation and lowering as aforesaid, construct the said part of Miramar Avenue to a uniform width of sixty-six feet on the level; and also will construct across the lands described in the First and Second Schedules hereto, from the southern to the northern boundary thereof, and in continuation of the existing roadway known as Miramar Quay, abutting on to the southern boundary thereof, a public street of a width of ninety-nine feet, and may construct across the balance of the said lands, and in continuation, with the consent of the owners thereof, across adjacent lands, to give access to the said balance of the lands, such streets of a width of not less than sixty-six feet as may seem to it necessary and desirable: Provided, however, that all streets referred to in this clause shall be constructed in accordance with the specifications this day signed for identification by the Town Clerk to the Borough and the Acting-Secretary to the Board; and the Borough will, on construction of the said streets in accordance with this proviso, take over and maintain and light the same.

3. The Board will transfer to the Borough for the purposes of a public thoroughfare, and to give access between the public streets known as the Old Farm Road and Miramar Quay, a strip of land sixty-six feet wide at the southern end of the lands described in the First and Second Schedules hereto, and the Borough will take over, construct, maintain, and light the same.

4. The whole of the land described in the First Schedule hereto and such part of the land described in the Second Schedule hereto as is hereby agreed to be transferred to the Board shall be liable to the Borough for rates: Provided, however, that, so long as the whole or any part of the said lands shall remain the property of the Board, and not be let or leased, such lands shall only be liable for rates on the basis of the values obtaining at the date of this agreement, and no rates shall be levied on the Board in respect of any lands now occupied by streets.

5. The Borough hereby consents that any reclamation carried out by the Board shall be included within the boundaries of the City of Wellington (save only that portion lying to the northward of a right line drawn from the point C on the said plan marked M.D. 3187 to the westernmost point of the lands described in the Second Schedule hereto, which portion shall form part of the borough.), but that the provisions of section 213 of the Municipal Corporations Act, 1900, shall extend or apply as to the control, mutual construction, and maintenance of all boundary streets or roads created hereby.

6. The Board will promote a Bill in Parliament (at its own sole costs and expense in all respects) to empower the Board and the Borough to carry out the terms of this agreement, and the Borough will co-operate in the promotion thereof.

The *First* and *Second* Schedules to the Bill shall be the same as the *First* and *Second* Schedules hereto.

Struck out.

7. This agreement is entered into upon the express terms that if the Board is unable for any reason whatever within five years from the date hereof to obtain the statutory powers necessary to enable this agreement to be carried out by the parties hereto, these presents shall cease to be of any force or effect, and the agreements herein contained shall be rescinded, and that without the execution of any deed or document.

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

The Common Seal of the Mayor, Councillors, and Burgesses of the Borough of Miramar was hereunto affixed in the presence of—

C. J. CRAWFORD, Mayor. } [L.S.]
NORRIS W. BELL, Councillor. }
R. E. BENNETT, Town Clerk. }

The Common Seal of the Wellington Harbour Board was hereunto affixed by order of the said Board in the presence of—

THOMAS M. WILFORD, Chairman. } [L.S.]
T. KENNEDY MACDONALD, } Members.
R. FLETCHER, }
H. E. NICHOLLS, Acting-Secretary. }

FIFTEENTH SCHEDULE.

ALL those pieces or parcels of land, situate in the Provincial District of Wellington, being sections numbered 2 to 8, both inclusive, on the plan of the Evans Bay District; also all those pieces or parcels of land in the said Provincial District of Wellington, being sections numbered 1 to 19, both inclusive, on the plan of the Watts Peninsula District: save and except such portions thereof as are vested in His Majesty the King.

SIXTEENTH SCHEDULE.

FORM OF CLAIM.

(Under the authority of the Wellington Harbour Board Reclamation and Empowering Act, 1908, and Part III of the Public Works Act, 1905.)

To , of , owner of an estate in fee-simple (or as tenant for life or as leaseholder, or as the case may be) in the land described below,

WHEREAS the Wellington Harbour Board (hereinafter called the Board) has reclaimed portions of Evans Bay and [or] executed other works whereby the value of the said lands described below, and in which you are interested as aforesaid, is increased:

This is to give you notice that the Board claims from you the sum of £ in respect thereof.

[Description of Land.]

Given under my hand, this day of , 19 . A. B., Secretary to the Board.

SEVENTEENTH SCHEDULE.

FORM OF CHARGE.

I, THE undersigned , of , do hereby, in pursuance of the Wellington Harbour Board Reclamation and Empowering Act, 1908, charge my estate or interest as [Here describe same] in [Here describe land] with the payment to the Wellington Harbour Board (hereinafter called the Board) of equal half-yearly payments of £ each, payable on the day of the months of in each year, the first payment to be made on the day of , 19 , such charge to be a first charge upon my estate and interest, in priority to all estates, incumbrances, and interests created by me or any of my predecessors in title as provided by the said Act; and I covenant with the Board to pay to the Board the said several instalments on the respective dates aforesaid.

Given under my hand, this day of , 19 .

Signed by the said C. D. in the presence of— } C. D.

New.

EIGHTEENTH SCHEDULE.

PROPOSED NEW SCHEDULE TO BE ADDED TO THE WELLINGTON HARBOUR BOARD RECLAMATION AND EMPOWERING BILL.

THIS DEED made the twenty-first day of July one thousand nine hundred and eight between the Wellington Patent Slip Company (Limited) a company incorporated under the Companies Acts of New Zealand (hereinafter called "the Company") of the one part and the Wellington Harbour Board (hereinafter called "the Board") of the other part

Whereas pursuant to the provisions of several Acts of the General Assembly of New Zealand and Ordinances of the Provincial Council of the Province of Wellington and by conveyance from the Superintendent of the Province of Wellington and grant from the Crown the Company is seised and possessed of certain lands in the Evans Bay District and in the bed of Wellington Harbour which lands are more particularly described in the First Schedule to these presents And whereas the Company has erected a patent slip upon part of the said lands and works appurtenant thereto and plant in connection therewith and has for many years carried on upon the said lands repairing and other work incidental to the patent slip And whereas the Union Steam Ship Company of New Zealand (Limited) (hereinafter called "the Union Company") lately acquired a large number of the snares in the Company and has proposed to carry on upon part of the land not occupied by the patent slip certain operations of the Union Company And whereas the Board has proposed to acquire by purchase the said lands and all right therein of the Company and all the rights of the Company in connection therewith and has caused to be introduced into Parliament a Bill to effect that amongst other purposes which Bill is intituled the Wellington Harbour Board Reclamation and Empowering Bill 1908 And whereas the Company has lodged at the Private Bill Office a petition in due form praying leave to oppose the said Bill And whereas the Board and the Company for the purpose of determining the price to be paid to the Company by the Board and for the purpose of arriving at an equitable arrangement as between the Board the Company and the Union Company as to the period during which the Company may still continue to use and occupy the said lands and to carry on the operations of the patent slip and for the purpose of settling all the matters in dispute between the Board and the Company have met and agreed upon the several questions at issue and have agreed to set forth the same in these presents and mutually to seek confirmation by Parliament of the terms of such agreement

Now these presents witness and the Board and the Company do and each for itself its successors and assigns covenant with the other in manner following that is to say:—

1. The benefit of the covenants and agreements on the part of the Board herein expressed and implied is intended to inure as well to the Union Company as to the Company and the Union Company shall be entitled to claim the benefit of the rights conferred upon the Company hereunder and the Union Company shall be bound by and shall in all respects observe and perform the covenants obligations and duties herein undertaken by the Company and the same may be enforced against the Union Company as well as against the Company.

2. On the expiration of twenty-five years from the thirtieth day of September one thousand nine hundred and eight the Board shall pay to the Company its successors or assigns the sum of thirty thousand pounds (£30,000) and then and thereupon the land described in the First Schedule to these presents and all the rights and powers of the Company in relation to the patent slip and to the said lands and to the works and to the undertaking shall vest in the Board.

3. During the said period of twenty-five years the Company and the Union Company may use and occupy the said land and the slip and works and every part thereof without restriction of any kind save firstly that the Company shall always maintain in full efficiency the patent slip and all plant works and additions and provide the necessary appliances as heretofore in connection therewith for all vessels requiring to use the same and secondly the limitations in these presents expressly defined.

4. As soon as conveniently may be the Company and the Board shall agree upon and cause to be defined by survey part of the said lands (hereinafter called "the defined area") including if both parties agree other lands adjacent thereto It is now agreed that the seaward boundary of the defined area shall be distant at least

New.

ten feet within the seaward limit of lands (if any) to be reclaimed from the sea by the Company as hereinafter provided and where there is no such reclamation then at least ten feet within high-water mark. Within the defined area the Company or the Union Company may erect any buildings they think fit and the Board shall not be required at the expiration of the said period of twenty-five years to make any payment to the Company or to the Union Company in respect of such buildings or any other improvements. At the expiration of the said period of twenty-five years the Company or the Union Company shall be entitled to a lease of the defined area upon the terms and subject to the conditions hereinafter provided. The boundaries of the defined area may at any time within the said period of twenty-five years be altered by agreement between the Board and the Company and the defined area may accordingly be enlarged or diminished from time to time by agreement provided that the Board shall not be required by reference to the Minister of Marine or otherwise to pay for improvements effected by the Company upon any part excluded.

5. With respect to all the land not comprised within the defined area the Company and the Union Company shall be entitled at the expiration of the said period of twenty-five years to payment for buildings and improvements hereafter erected and effected thereon. Provided first that such buildings and improvements have been erected or effected with the consent and approval of the Board in writing secondly that such payment shall in no case exceed the actual cost of such buildings and improvements less any depreciation in the value thereof thirdly that the amount to be paid shall be ascertained by the award of two arbitrators one to be appointed by each party or by their umpire in the event of their difference.

6. The Company may reclaim such portion of the foreshore of the bed of the harbour immediately fronting upon and adjoining the said lands described in the First Schedule hereto or any part thereof as shall be agreed upon between the Board and the Company. The portion so to be reclaimed being within the area marked "Ninth Schedule" on the plan deposited in the office of the Marine Department at Wellington marked and numbered M.D. 3187. For the purpose of any such reclamation and for any other purpose connected with the said lands the Company may take and remove spoil from any part of the said lands to any other part thereof or to the bed of the harbour adjacent thereto. But the Board shall not until the expiration of the said period of twenty-five years reclaim any part of the land within the Ninth Schedule on the said plan in such manner as to interfere with access by water to the said lands. Any such reclamation by the Company executed pursuant to agreement with the Board shall be an improvement within the meaning of clause five hereof.

7. The Company may during the said period of twenty-five years erect wharves jetties and breastworks extending into the bed of the harbour from any part of the said lands provided that the plans of any such proposed work and of the location thereof shall be first submitted to the Board and agreed to by the Board. Every such construction agreed to by the Board shall be deemed to be an improvement of the said lands within the meaning of clause five hereof. The Company shall maintain in good order throughout the said period of twenty-five years all works constructed under this clause.

8. The Company may at any time and shall if required by the Board after the first four years of the said period of twenty-five years erect and equip a second and smaller slip upon the said lands for the special convenience of the smaller vessels. This second slip shall be erected and constructed in such manner as shall be agreed upon between the Board and the Company and shall be deemed an improvement of the said lands within the meaning of clause five hereof.

9. There shall not be any preference or priority claimed by the Union Company or granted by the Company to the Union Company in respect of the use of either slip or the appurtenances thereto by the vessels of the Union Company. Nor shall any preference or priority be granted to any other person or company. The order of user of either slip by vessels requiring the use thereof shall so far as possible be determined as a public authority if possessed of either slip would determine the same. The Company shall from time to time furnish to the Board at its request a list of ships which have theretofore been put on the slips and also of ships whose owners have been refused the use of the slips as requested by them and shall also furnish dates and particulars of all applications and the reason for refusal of any such applications so that it may be shown that no priority or preference has been granted.

10. The Company may add to its plant and appliances in connection with the patent slip or may renew the existing plant and appliances in such manner and to

New.

such extent as shall be agreed upon between the Board and the Company. Such additions and renewals are deemed to be improvements of the said lands within the meaning of clause five hereof.

11. The Company being bound throughout the said period of twenty-five years to maintain its works in a state of complete efficiency renewals to effect that purpose shall not be improvements within the meaning of clause five hereof. The question whether any renewals are wholly or in part within the provisions of this or of the last preceding clause shall be determined by agreement between the Board and the Company.

12. The dues and other charges payable in respect of the use of the patent slip or in connection therewith shall not at any time during the said period of twenty-five years exceed the rate specified in the scale heretofore fixed by the Company and specified in the Second Schedule hereto unless the Board shall expressly agree in writing to the increase of any such dues or charges either permanently or temporarily.

13. When the smaller slip is equipped and established a scale of rates and charges for the use of the same shall be agreed upon between the Board and the Company from time to time and shall be a separate and distinct scale.

14. Except as by this clause is provided no goods or cargo of any kind shall be landed at or shipped from any wharf jetty or breastwork or on any part of the said land. Machinery coal plant material and goods to be used by the Company or the Union Company for or in connection with the operations works and buildings on the said land or to be stored on the said land for the use of the Company or of the Union Company may at any time be landed at or shipped from any such wharf jetty or breastwork but there shall be paid to the Board the same rates dues and charges in respect of such goods and other articles as would be payable in respect thereof in any other part of the harbour. No berthage rate or any charge for the use of or in connection with any such wharf jetty or breastwork by vessels lying thereat or adjacent thereto shall be payable to the Board during the said period of twenty-five years inasmuch as the same will be provided entirely at the expense of the Company and until the end of the said period the Company will receive no repayment in respect thereof.

15. If the Company shall in exercise of the powers conferred upon it by its grants from and contracts with the Crown propose to alter the road upon the said land it shall first submit to the Board plans showing the proposed deviation and mode of construction and shall obtain the agreement of the Board thereto. Such deviation and the cost of construction of the said road shall be deemed an improvement within the meaning of clause five hereof.

16. If any land of adjoining owners shall be required by the Company for the purposes of the construction of the said road the Board and the Company shall agree as to the area to be acquired and the terms of acquisition and the Company may purchase the same and the actual cost of acquisition of the same shall be deemed an improvement within the meaning of clause five hereof.

17. The Company shall not be entitled to make any claim against the Board in excess of the actual cost of its improvements upon the ground that works carried out by the Company may have actually increased the capital value of the land. The Company shall as each work is carried on supply to the Board details of the expenditure incurred by the Company in respect thereof.

18. The Engineer of the Board and the Secretary of the Board shall have access at all reasonable times to the said lands and may inspect the machinery plant and buildings thereon and the works and operations carried on.

19. With respect to the defined area the capital value of the land without improvements shall be ascertained within the last year of the said period of twenty-five years by agreement between the Board and the Company and if they shall fail to agree then by the award of two arbitrators one to be named by each party or by their umpire in case of their difference. The Board shall offer to the Company or to the Union Company a lease of the defined area at a rental equal to five per centum of the capital unimproved value so ascertained for a term of fourteen years commencing at the expiration of the said period of twenty-five years such lease to contain a provision for continuous consecutive renewals each of a term of fourteen years at a rental for each term equal to five per centum on the capital unimproved value of the land at each renewal.

20. Wherever in these presents rights and powers are conferred upon the Company such rights and powers may be exercised by the Company its successors or assigns or by the Union Company its successors or assigns.

New.

21. Wherever in these presents it is provided that matters shall be the subject of agreement between the Board and the Company or that the consent of the Board is necessary to the performance by the Company of any act or to the undertaking by the Company of any work or that any benefit or privilege of the Company is conditional upon the agreement or consent of the Board the parties hereto agree and declare that in the event of the failure of agreement by the parties or of the refusal of any consent or approval by the Board or in the event of the Board neglecting to express its assent the Company or the Union Company shall have the right to refer the matter in respect of which the parties have failed to agree or in respect of which the Board has refused its consent or in respect of which the Board has neglected to declare its assent to the Minister for the time being in charge of the Marine Department who shall determine the same and whose decision shall be final and binding upon both parties and shall have the same effect as is by these presents given to the agreement between the parties or the consent of the Board as the case may require. The only exceptions to the operation of this clause are the matters which are expressly referred in case of difference to the award of arbitrators or their umpire and the matter expressly excepted by the last part of clause four hereof.

22. These presents are executed with the intent that force and effect shall be given to the provisions thereof by the said Bill or by some other Act to be passed by Parliament during its present session and the parties agree to promote such legislation with that object the provisions of the said Bill to be modified so as to accord with these presents and these presents to be set forth in the said Bill or in a Schedule thereto if Parliament permits. If effect is not given to all the provisions of these presents by legislation during the present session of Parliament then these presents shall have no effect and the rights of the Board and of the Company and of the Union Company respectively shall remain unaffected by these presents and either party shall be free from any obligation to the other in respect of the negotiations leading up to the agreement expressed in these presents.

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

THE FIRST SCHEDULE HEREINBEFORE REFERRED TO.

All that piece of land being part of Section 3 of the Evans Bay District in the Melrose Ward of the City of Wellington containing an area of about 20 acres and being the whole of the land referred to in certificate of title Volume xxi folio 287 registered in the Office of the District Land Registrar in Wellington Bounded towards the north 1098 links by Section 2 of the Evans Bay District towards the east by Evans Bay towards the south-west 724 links and towards the west 1750 links by other parts of Section 3 be the said area and distances a little more or less as the same is delineated and coloured green edged with blue on a plan deposited at the Office of the Marine Department in Wellington and marked M.D. 3187 and thereon denoted as the Seventh Schedule.

Also all that piece of land being a portion of the bed of the Harbour of Port Nicholson situated in Evans Bay and being the whole of the land referred to in Crown Grant No. 5992 and in certificate of title Volume xx folio 127 registered in the Office of the District Land Registrar in Wellington containing an area of about 10 acres 1 rood 29 perches Bounded towards the north-west 650 links by Section 3 of the Evans Bay District towards the north-east 1657 links by Evans Bay towards the south-east 607 links by Evans Bay towards the south-west 1842 links by Evans Bay be the said area and distances a little more or less as the same is delineated and coloured blue edged with yellow on a plan deposited in the Office of the Marine Department in Wellington and marked M.D. 3187 and thereon denoted as the Eighth Schedule.

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO.

Tariff of Charges of the Wellington Patent Slip Company (Limited).

A minimum rate of ten pounds will be charged on all vessels under 200 tons gross register Vessels over 200 tons gross will be charged at the following rates:—

| | | |
|--|-----|-------------|
| For the first day or part of a day on slip | ... | 1s. per ton |
| For each additional day | ... | 6d. per ton |

(A day to mean any time between sunrise and sunset.)

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But vessels undergoing repairs must give way if room be required for another vessel and will then be charged with the cost of "blocking off" and replacing on carriage for launching. The above rates cover the cost of all assistance rendered by the Patent Slip Company (Limited) in hauling up and launching but not the cost of blocking off and replacing a vessel on the carriage or shifting the blocks after hauling up which will in all cases be borne by the vessel.

The Common Seal of the Wellington Harbour Board was hereunto affixed by order of the said Board in the presence of— [L.S.]

THOMAS M. WILFORD, Chairman.
F. G. BOLTON,
T. KENNEDY MACDONALD, } Members.
H. E. NICHOLLS, Acting-Secretary.

The Common Seal of the Wellington Patent Slip Company (Limited) was hereunto affixed pursuant to a resolution of the Board of Directors of the said Company in the presence of— [L.S.]

H. BEAUCHAMP, } Directors.
W. A. KENNEDY, }
EDWARD RICHARDSON, Secretary.

By Authority: JOHN MACKAY, Government Printer, Wellington.—1908.