

This PUBLIC BILL originated in the HOUSE OF REPRESENTATIVES, and, having this day passed as now printed, is transmitted to the LEGISLATIVE COUNCIL for its concurrence.

House of Representatives,
14th October, 1912.

[AS AMENDED BY THE LEGISLATIVE COUNCIL.]

Mr. Myers.

AUCKLAND HARBOUR BOARD EMPOWERING.

[LOCAL BILL.]

ANALYSIS.

<p>Title. Preamble. 1. Short Title. 2. Power to execute documents. 3. Board may grant new lease of certain lands. 4. Board and Birkenhead Corporation may enter into agreement regarding certain lands. 5. Power to grant leases of land affecting swimming-baths. 6. Factory Road to be closed.</p>	<p>7. Board empowered to grant lease to John Burns and Co. (Limited). 8. Power to make and execute certain conveyances, &c. 9. Closing of public road or street. 10. Power to sell certain land. 11. Board empowered to transfer land. 12. Minister of Railways' consent required before leasing. 13. Rate of interest. Schedules.</p>
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A BILL INTITULED

AN ACT to confer Additional Powers upon the Auckland Harbour Board and other Local Bodies. Title.

WHEREAS it is desirable that the Auckland Harbour Board Preamble.
5 (hereinafter referred to as the Board) and the Corporation of the Mayor, Councillors, and Citizens of the City of Auckland (hereinafter termed the City Corporation) shall be empowered to effectuate and carry out the provisions of clauses eight, nine, ten, and eleven of a certain agreement, dated the twenty-second day of
10 February, nineteen hundred and twelve, and made between the Honourable John Andrew Millar, the then Minister of Railways of the Dominion of New Zealand, of the first part, the City Corporation of the second part, and the Board of the third part, a copy of which is lodged at the office of the Minister of Railways at
15 Wellington: And whereas it is desirable that the Board and the Corporation of the Mayor, Councillors, and Burgesses of the Borough of Birkenhead (hereinafter termed the Birkenhead Corporation), shall be empowered to agree upon a boundary dividing the reclamation recently made by the Board at Birkenhead and the road reserve
20 adjacent to the Birkenhead Wharf, and to effect certain exchanges of land hereinafter mentioned, and to execute all necessary transfers and assurances in that behalf: And whereas it is desirable that the Board shall be empowered to grant and the City Corporation to accept leases of the sites at or near Shelly Beach, Ponsonby, and at
25 Customs Street West, in the City of Auckland, upon which public

baths are now being, or have been, or are proposed to be, erected by the City Corporation, upon such terms and conditions as may be agreed upon by the Board and the City Corporation: And whereas by agreement, dated the seventh day of March, nineteen hundred and twelve, and made between the Honourable the Minister of Railways, the Board, the City Corporation, and the Mayor, Councillors, and Burgesses of the Borough of Parnell (hereinafter termed the Parnell Corporation), the parties to such agreement agreed upon the straightening of Factory Road and other matters, as disclosed by the said agreement, a copy of which is deposited at the office of the Minister of Railways, at Wellington: And whereas it is desirable that the parties to the said last-mentioned agreement should be empowered to effectuate and carry out the same: And whereas it is desirable to authorize and empower the Board to grant to John Burns and Company (Limited) a lease of such allotments of land now being reclaimed at Mechanics Bay as may be agreed upon between the Minister of Railways, the Board, and John Burns and Company (Limited) and to authorize the payment to the Board of such sum or sums as may be agreed upon in consideration of the Board granting the said lease to the said John Burns and Company (Limited): And whereas it is desirable to validate the agreement, a copy of which is set forth in the *Third* Schedule hereto: And whereas it is desirable to empower the City Corporation to acquire a certain land in the City of Auckland for the purposes of street improvement, and to sell and dispose of such part thereof as may not be required for that purpose: And whereas it is desirable to empower the Board to transfer a certain piece or parcel of land in full satisfaction and discharge of all claims against it by the General Trust Board of the Diocese of Auckland: And whereas it is desirable to provide that the power of the Board to grant leases of certain lands should be limited in the manner hereinafter provided: And whereas it is desirable to empower the Board in respect of any loan hitherto authorized to borrow at the rate of interest hereinafter mentioned:

BE IT THEREFORE 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 Auckland Harbour Board Empowering Act, 1912.

Power to execute documents.

2. The Board and the City Corporation are each of them hereby authorized and empowered to execute all such conveyances, transfers, exchanges, dedications, and leases as may be necessary to effectuate and carry out all and singular the terms of the said agreement, dated the twenty-second day of February, nineteen hundred and twelve, between the Honourable the Minister of Railways, the City Corporation, and the Board, a copy whereof is deposited at the office of the Minister of Railways at Wellington.

Board may grant new lease of certain lands.

3. (1.) For the purpose of co-operating with the City Corporation in effecting improvements to the streets of the City of Auckland it shall be lawful for the Auckland Harbour Board, in addition to the powers conferred upon it by section nineteen of the Harbour Board Loan and Empowering Act, 1908, to grant to the lessee or occupier of

any surrendered area abutting upon Customs Street West, or upon King's Drive, or upon Railway-wharf Road, a new lease of such area, or any part thereof, together with or without any land adjacent to or in the neighbourhood of the land so surrendered without offering the same by public auction or public tender.

(2.) The term "lessee" in this section shall include a sub-lessee and an assignee of the whole or any part of the land comprised in any lease heretofore or hereafter granted by the Board.

4. It shall be lawful for the Board and the Birkenhead Corporation—

Board and Birkenhead Corporation may enter into agreement regarding certain lands.

(a.) To enter into an agreement determining the boundary between the Board's reclamation at Birkenhead and all that piece or parcel of land being the road reserve adjacent to the Birkenhead Wharf:

(b.) To agree to the exchange of the land mentioned in the *First* Schedule hereto (the property of the Birkenhead Corporation) for the land mentioned in the *Second* Schedule hereto (the property of the Board), and every such agreement, conveyance, transfer, or other assurance executed by the Birkenhead Corporation and the Board pursuant to any such agreement shall be lawful and valid to all intents and purposes whatsoever.

5. The Board is hereby authorized to grant and the City Corporation to accept, upon such terms and conditions as may be agreed upon by the parties to such leases, and without first putting the same up for public auction or tender, demises of the areas of land at Shelly Beach, Ponsonby, and at Customs Street West, in the City of Auckland, and upon which public swimming-baths are now being or have been or are proposed to be erected.

Power to grant leases of land affecting swimming-baths.

6. It shall be lawful for the Governor in Council, at the request of the Board, the City Corporation, and the Parnell Corporation, to declare and proclaim that the road known as Factory Road, mentioned in the said agreement of the seventh day of March, nineteen hundred and twelve, shall from and after a date to be mentioned in the said Proclamation be closed, and the said road shall from the said date, except as to such portions thereof as are required for the proposed one hundred feet road in the said agreement mentioned, thenceforth be closed to the use of the public, and the Minister of Railways for the time being (on behalf of His Majesty the King), the Board, the City Corporation, and the Parnell Corporation are hereby authorized and empowered to do, make, and execute all such transfers, conveyances, and assurances as they may consider expedient in order to effectuate the provisions of the said agreement.

Factory Road to be closed.

7. (1.) It shall be lawful for the Board, and it is hereby authorized and empowered, to grant and execute to John Burns and Company (Limited), without putting the same up to public auction or public tender, a lease of such allotments on the land now being reclaimed at Mechanics Bay, in accordance with section twelve of the Auckland Harbour Board Empowering Act, 1911, as may be agreed upon between the Minister of Railways, the Board, and John Burns and Company (Limited), such lease to be on such terms and subject to such conditions as may be agreed upon between the said parties,

Board empowered to grant lease to John Burns and Co. (Limited).

and such lease to be in part compensation for the taking by the Railway Department of the land now occupied by John Burns and Company (Limited), at the corner of Breakwater Road and Beach Road, in the City of Auckland.

(2.) It shall be lawful for the Minister of Railways to undertake for and on behalf of the Crown to pay to the Board such sum or sums as may be agreed upon in consideration of the Board granting the said lease to the said John Burns and Company (Limited). 5

(3.) It shall be lawful for the Minister of Finance, and he is hereby empowered without further appropriation than this Act, to pay to the Board out of the Public Works Fund such sum or sums as may be payable to the Board by the Crown in accordance with such agreement as aforesaid. 10

Power to make and execute certain conveyances, &c.

8. An agreement, made the tenth day of September, nineteen hundred and twelve, between the Board of the first part, the City Corporation of the second part, the Parker Lamb Timber Company (Limited) of the third part, and the Right Reverend Henry William Cleary, Roman Catholic Bishop of the Diocese of Auckland, in his capacity as a corporation sole of the fourth part, for the purpose of effecting certain improvements to Custom Street West, and other streets in the City of Auckland adjacent thereto, and for other purposes (a copy of which agreement is set out in the *Third* Schedule hereto), is hereby validated, and the Board, the City Corporation, the Parker Lamb Timber Company (Limited), and the Roman Catholic Bishop of the Diocese of Auckland are hereby respectively empowered to make and execute all such conveyances, transfers, surrenders, leases, and other documents as may be required to effectuate the said agreement. 15 20 25

Closing of public road or street.

9. Upon the performance of the obligations of the respective parties to the said agreement, as set out in subclauses (a), (b), and (c) of clause one thereof, that piece or parcel of land described in the *Fourth* Schedule hereto, and coloured blue on the plan annexed to the said agreement, and marked "D," and that piece or parcel of land described in the *Fifth* Schedule hereto, and hatched blue on the said plan, and marked "H," shall cease to be a public road or street. 30 35

Power to sell certain land.

10. With respect to that piece or parcel of land described in the *Fifth* Schedule hereto, and hatched blue on the said plan, and marked "H," it shall be lawful for the City Corporation, if it thinks fit, to sell the same to the various adjoining owners, in such lots or portions, at such prices, and upon such terms and conditions as may be arranged between the City Corporation and such respective owners, and for all or any of the purposes aforesaid the City Corporation is hereby empowered to take, under the provisions of the Public Works Act, 1908, and its amendments, all those allotments or sections of land: bounded towards the north by part of section thirty-four of the City of Auckland, towards the east by Dock Street, towards the south by Victoria Street, and towards the west by Custom Street West, as described in the *Sixth* Schedule hereto; and to sell the said allotments or sections and the said land described in the *Fifth* Schedule hereto, and hatched blue, and marked "H" on the said plan, upon such terms and subject to such conditions as the Auckland City Council may think fit, and to execute all conveyances, 40 45 50

transfers, assurances, and other deeds or documents as may be necessary or expedient for enabling the City Corporation to carry out such sale or sales.

5 11. The Board is hereby authorized and empowered to convey and transfer to the General Trust Board of the Diocese of Auckland all the piece or parcel of land containing twenty-two perches, more or less, and being section number two: bounded on the north by eighty-five feet of proposed new one-hundred-foot road, on the east by seventy feet of King's Drive, on the south by one hundred and 10 twenty-three feet of section one, and on the west by fifty-seven feet six inches of section three, as shown on the plan deposited in the office of the Chief Surveyor at Auckland as Number 16839, and thereon coloured red, for an estate in fee-simple in full satisfaction, 15 the General Trust Board of the Diocese of Auckland by way of compensation for the taking of all that piece of land at Selwyn Terrace, containing, approximately, one-third of an acre.

Board empowered to transfer land.

12. Notwithstanding anything in any other Act it shall not be lawful for the Board to lease for any term extending beyond the 20 thirty-first day of December, nineteen hundred and thirty-seven, the lands described in the *Seventh* and *Eighth* Schedules hereto, or any portion thereof, without the consent, in writing, of the Minister of Railways, and the Board shall not lease such lands under conditions which would render the Minister of Railways liable to 25 payment of compensation for the lessee's improvements in the event of such land or any portion thereof being resumed for railway purposes at any time after the said thirty-first day of December, nineteen hundred and thirty-seven.

Minister of Railways' consent required before leasing.

13. It shall be lawful for the Board, notwithstanding any 30 provisions of law to the contrary, to borrow at a rate of interest, not exceeding and which shall produce to the lender not more than *five* pounds per centum per annum, any money not yet raised, the borrowing of which was authorized prior to the passing of this Act.

Rate of interest.

SCHEDULES.

Schedules.

FIRST SCHEDULE.

DESCRIPTION OF BOUNDARIES OF LAND NOW VESTED IN THE BIRKENHEAD BOROUGH COUNCIL AND PROPOSED TO BE CONVEYED TO THE AUCKLAND HARBOUR BOARD (CONTAINING BY ADMEASUREMENT 32.78 PERCHES).

COMMENCING at a point, being the south-western corner of Lot 1 of Allotment 61 of the Borough of Birkenhead, towards the south-west, by a line bearing 243° 12' 50.3 links, to the point of commencement, being the northern corner of land to be described; thence bounded on the north-west by the Great North Road, 217.54 links; on the south by the Auckland Harbour Board reclamation, 185.7 links; on the south-east by other portion of the Auckland Harbour Board reclamation, 38.59 links; and on the east by other portion of roadway 181.81 links, to the point of commencement, as shown upon the plan deposited in the office of the Chief Surveyor at Auckland as No. 16838, and thereon coloured red.

SECOND SCHEDULE.

DESCRIPTION OF RECLAIMED LAND NOW VESTED IN THE AUCKLAND HARBOUR BOARD AND PROPOSED TO BE CONVEYED TO THE BIRKENHEAD BOROUGH COUNCIL (CONTAINING BY ADMEASUREMENT 32.78 PERCHES).

COMMENCING at the south-western corner of the land previously described, towards the south-west by a road-line, bearing 224° 33', 106.07 links to the point of commencement; thence bounded on the north-west by the Great North Road, 233.8 links; on the south-west by roadway, 5 links; on the south by 33 ft. roadway, 220.47 links; and on the east by other part of Auckland Harbour Board reclamation, 193.38 links, to the point of commencement, as shown upon the plan deposited in the office of the Chief Surveyor at Auckland as No. 16338, and thereon coloured green.

THIRD SCHEDULE.

AGREEMENT made this tenth day of September one thousand nine hundred and twelve between the Auckland Harbour Board (hereinafter called "the Board") of the first part the Mayor Councillors and Citizens of the City of Auckland (hereinafter called "the Corporation") of the second part the Parker Lamb Timber Company (Limited) (hereinafter called "the Company") of the third part and the Right Reverend Henry William Cleary Roman Catholic Bishop of the Diocese of Auckland in his capacity as a corporation sole (hereinafter termed "the Bishop") of the fourth part whereby it is agreed as follows:—

1. (a.) The Board shall for the purpose of diverting and widening Customs Street West to a width of eighty feet convey and transfer to the Corporation as soon as the existing leases thereof shall have been surrendered the fee-simple of that piece of land coloured red on a plan deposited in the ~~Public Works~~ Railways Office at Wellington under No. *W.R. 19712* as and for a public road or street.
- (b.) The Board shall accept surrenders of any leases existing over the land mentioned in subclause (a) hereof or any part or parts thereof and will make all arrangements with such lessees to obtain the surrender of such leases and without offering the same by public auction or public tender will grant new leases to such lessees of any land adjacent to or in the neighbourhood of the surrendered areas for such terms and subject to such provisions as the Board shall think fit:
- (c.) The Corporation shall within twelve months from the surrender or extinction of all the said leases and the conveyance or transfer of the said lands to it form metal kerb channel and drain that part of Customs Street West shown coloured red on the said plan:
- (d.) The Board shall excavate the back portions of sections 34 to 37 (both inclusive) fronting Customs Street West shown coloured yellow on the said plan and shall be entitled to the spoil from such excavation and the Corporation will upon demand pay to the Board one-half of the actual cost of such excavation but the liability of the Corporation under this provision shall not in any case exceed six hundred pounds.
2. The Corporation shall upon the same ceasing to be a public road or street convey and transfer to the Board at the cost of the Board the fee-simple of that piece of land being the existing street-area fronting Harbour Board section number thirty-four the said piece of land being marked "d" and coloured blue on the said plan.
3. The Company shall within three months from the date of the passing through Parliament of the enabling legislation referred to in clause 15 hereof surrender to the Board without demanding any payment of compensation therefor the lease of sections one to ten abutting on Patterson Street and upon such surrender being completed the Board will grant to the Corporation for the purpose of a public recreation-ground only a lease of said sections one to ten which shall be held by the Corporation free of rental for the unexpired term of the lease of Victoria Park and upon the like terms and conditions as those expressed in the lease of the said park dated 30th April 1903.

4. Upon such surrender being made as is provided for in the next preceding paragraph the Board shall grant to the Company a lease of all those pieces of land at the corner of Customs Street West marked "d" and "k" on the said plan for a term of years equal to the unexpired term of the lease of said sections one to ten registered in the Deeds Registry Office at Auckland as No. 171278 at the same rental payable under the said lease and upon the like terms and conditions to those contained in the said surrendered lease and the Corporation shall pay to the Company the sum of three hundred and seventy-five pounds being compensation for the building upon said sections one to ten and upon payment of such sum the said buildings shall become the property of the Corporation.

5. The Board shall grant to the Corporation for the purpose of a public recreation-ground a lease of all that piece of land marked "T" on the said plan free of rental for the unexpired term of the lease of Victoria Park and upon the like terms and conditions to those expressed in the said lease.

6. The Corporation shall forthwith upon the grant of the lease mentioned in the preceding clause hereof form metal kerb channel and drain the whole of Fanshawe Street fronting the said area marked "T" and the Board shall prior to such formation dedicate the same as a public highway to and for the use of the public. The Board shall bear one-half of the cost of the said formation metalling kerbing channelling and draining Provided that it shall not be liable to pay more than three thousand pounds in respect of such half-cost Provided further that the Corporation shall upon request furnish quarterly to the Board's engineer detailed statements as to the cost and progress of the work.

7. The Board shall notwithstanding anything contained in the said lease of Victoria Park lay off and dedicate a road from Fanshawe Street to the sea sixty-six feet wide instead of ninety-nine feet wide as stipulated in the said lease and the Council shall accept the same as complying fully as to width with the terms of the said lease in respect of the said street.

8. The Corporation shall contemporaneously with the execution of the lease mentioned in clause 4 hereof surrender to the Board and the Board shall accept a surrender of the lease of sections fifteen to twenty inclusive fronting Patterson Street.

9. The Corporation shall upon compliance by the Board with all its obligations hereunder take over and accept without any further expenditure by the Board and the Board shall execute a dedication of Railway Wharf Road as a public road as the said road now exists together with a strip of land sixteen feet three and one-half inches wide on the eastern side thereof which is required for the widening of the said road to a width of sixty-six feet The existing encroachment on the said road shall be allowed to remain thereon provided that the person or persons encroaching thereon shall pay a license fee or rental of one shilling per annum and undertake to remove such encroachments at the expiration of six months after receiving notice from the Corporation so to do.

10. The sewer at Mechanic's Bay known as the Mechanic's Bay sewer shall be forthwith extended by the Corporation to the terminus of the proposed reclamation by the Board at Mechanic's Bay The work shall be done by the Corporation to the satisfaction of the Board's engineer The Board shall pay to the Corporation on demand by reasonable progress payments the cost of the said extension provided that the Board's agreement to do so shall not be construed into an admission of liability that it is liable to pay the cost of any further extension of the said sewer or of the construction or extension of any other sewer provided further that the Corporation shall from time to time at the request of the Board submit to the Board accounts of such cost and vouchers in respect thereof and the Board shall on demand repay to the Corporation all progress payments made as the said work proceeds.

11. No monetary compensation shall be made paid or given by the Board to the Corporation or by the Corporation to the Board for or in respect of any of the conveyances transfers surrenders matters or things agreed to be executed done or performed by the parties hereto or either of them in pursuance of the provisions contained in paragraphs 1, 2, 3, 5, 7, 8, and 9 of this agreement.

12. The Bishop shall convey or transfer to the Corporation for an estate in fee-simple all that piece or parcel of land mentioned and described in the Fourth Schedule to the Auckland Harbour Board Empowering Act 1905 And also all that piece or parcel of land bounded (commencing at the south-western angle of the piece or parcel of land previously mentioned in this clause) towards the north by a line bearing 104° 51' (being the southern boundary of the said piece or parcel of land) 182 links towards the east by a line bearing 14° 51', 192.5 links towards the south by

a line bearing 116° 59', 218·4 links and towards the west by Beaumont Street to the point of commencement.

13. The Board shall in consideration of the conveyance or assurance provided for by the last preceding clause hereof convey and transfer to the Bishop for an estate in fee-simple all that piece or parcel of land bounded (commencing at the junction of New Fanshawe Street with Beaumont Street extension) towards the west by Beaumont Street extension two hundred feet towards the north by a line two hundred feet towards the east by a line two hundred feet to New Fanshawe Street and towards the south by New Fanshawe Street two hundred feet to the commencing-point.

14. In consideration of the respective conveyances and transfers mentioned in clauses 12 and 13 hereof,—

- (a.) The Board hereby dedicates for the purposes of a road or street and the Corporation hereby accepts the dedication of Beaumont Street extension to the north wall of Freeman's Bay reclamation as shown coloured red and blue on the plan No. B 532 hereto annexed.
- (b.) The Corporation shall in a proper and workmanlike manner and not later than the 31st day of December 1913 form metal channel and drain the said Beaumont Street extension from its junction with Beaumont Street to the point marked " X " on the plan No. B 532 hereto annexed.
- (c.) The Corporation shall not later than the 31st day of December 1913 form for the width of not less than twenty-four feet and in such manner as may be agreed upon by the engineer for the time being of the Board and the engineer for the time being of the Corporation a temporary roadway along the residue of the said Beaumont Street extension from the said point marked " X " to the north wall of the Freeman's Bay reclamation. In the event of any disagreement or difference between the said respective engineers with regard to the formation of the said temporary roadway such disagreement or difference shall be referred to arbitration under and in accordance with the provisions of the Arbitration Act 1908 or any statutory substitution therefor.
- (d.) The Corporation shall in a proper and workmanlike manner and not later than the 31st day of March 1915 form metal channel and drain the said residue of Beaumont Street extension aforesaid for its full width.
- (e.) The Board shall contribute a sum of one thousand three hundred pounds to the cost of the execution of the works mentioned in subclauses (b) (c) and (d) of this clause and the Board shall on or before the 31st day of December 1913 pay the said sum of one thousand three hundred pounds to the Corporation and the same shall be applied in defraying such portion of the actual cost of the execution of the works as exceeds the sum of five thousand pounds. Provided that the Corporation shall on or before the 31st day of March 1915 repay to the Board such portion of the said sum of one thousand three hundred pounds as shall not have been so expended in the execution of the said works. And provided further that the Corporation shall at the request of the Board produce and furnish to the Board full details of and vouchers for all money expended in the execution of the said works. And provided also that in the event of the actual cost of the works mentioned in subclauses (b) (c) and (d) hereof exceeding the sum of six thousand three hundred pounds the additional cost over and above such sum shall be borne in equal shares by the Board and the Corporation and the Board shall on demand pay to the Corporation one-half of such additional cost.

15. The obligations of the parties under this agreement are subject to and dependent upon legislation being passed authorizing the parties hereto to enter into the agreement hereby expressed. The Board on its part undertakes to use reasonable endeavours during the present session of Parliament to obtain legislative sanction to the terms of this agreement.

In witness whereof these presents have been executed.

The common seal of the Auckland Harbour Board }
was affixed hereto by order of the said Board } (Seal.)
in the presence of---

J. H. GUNSON, Chairman.
H. D. HEATHER, Member.
CHAS. BAGLEY, Member.
H. B. BURNETT, Secretary.

The common seal of the Mayor Councillors and Citizens of the City of Auckland was affixed hereto by order of the Auckland City Council in the presence of— (Seal.)

HENRY W. WILSON, Town Clerk, Auckland.
C. J. PARR, Mayor.
A. J. ENTRICAN, Councillor.

The Common Seal of the Parker Lamb Timber Company Limited was affixed hereto by order of the Board of Directors thereof in the presence of— (Seal.)

MAURICE CASEY, Director.
M. BROWNE, Director.
JOS. HANKIN, Secretary.

Signed by the Right Reverend Henry William Cleary the Roman Catholic Bishop of the Diocese of Auckland in the presence of— HENRY W. CLEARY.

J. STANTON, Solicitor, Auckland.

FOURTH SCHEDULE.

DESCRIPTION of boundaries of land to be given up by the City Corporation to the Board, containing by admeasurement, approximately, 1 rood and 30 perches.— Commencing at a point being the north-western corner of the portion of Custom Street West to be closed as a public street and described in the Fifth Schedule hereto, and proceeding thence by a straight line in a north-easterly direction 401.3 links, by a curved line 78.3 links, and by a straight line 105.8 links; thence in a south-westerly direction by a curved line 78.3 links, and by a straight line 426.3 links; thence in a north-westerly direction by a straight line 95.5 links, to the point of commencement: be the aforesaid linkages a little more or less, as the same is shown on the plan deposited in the office of the Chief Surveyor at Auckland as No. 16842, and thereon coloured blue.

FIFTH SCHEDULE.

DESCRIPTION of boundaries of portion of Custom Street West to be closed as a public street, containing by admeasurement, approximately, 1 rood and 31 perches.— Commencing at a point being the corner of Custom Street West and Victoria Street; thence by a straight line north-easterly, 473.6 links; thence by a straight line north-westerly, 95.5 links; thence generally south-westerly, southerly, and south-easterly, 527 links, to the point of commencement: be the aforesaid linkages a little more or less, as the same is shown on the plan deposited in the office of the Chief Surveyor at Auckland as No. 16842, and thereon hatched blue.

SIXTH SCHEDULE.

DESCRIPTION of boundaries of land which the Auckland City Corporation is empowered to take under the Public Works Act, 1908, at Freeman's Bay, containing by admeasurement 2 roods and 3.8 perches.— Commencing at a point being the corner of Custom Street West and Victoria Street; thence by Custom Street West, 473.6 links; thence by section thirty-four, 57.6 links; thence by Dock Street, 454.6 links; thence by Victoria Street, 176.2 links, to the point of commencement: be all the aforesaid linkages a little more or less, as shown on the plan deposited in the office of the Chief Surveyor at Auckland as No. 16841, and thereon edged light-blue.

SEVENTH SCHEDULE.

DESCRIPTION of land which the Board may not lease beyond the 31st December, 1937, without the consent of the Minister of Railways, containing by admeasurement, approximately, 2 acres 1 rood and 22 perches.—All that portion of land at Mechanic's Bay to be reclaimed under the provisions of section 12 of the Auckland Harbour Board Empowering Act, 1911, which said portion abuts on the south-eastern boundary of the land to be reclaimed and vested in His Majesty the King for railway or other purposes: Commencing at a point at the south-eastern corner of such land, and bounded by straight lines, 853 links, in a north-easterly direction; thence by a straight line running south-east, 303 links; thence by a straight line running south-west, 766 links; thence generally south-westerly and south-easterly by straight lines, 81 links, 30 links, 30 links, 30 links, 30 links, 30 links, 239 links, and 17 links, to the point of commencement: be all the aforesaid linkages a little more or less, as such portion of land is shown on the plan deposited at the office of the Minister of Railways at Wellington as No. W.R. 19712, and also at the office of the Chief Surveyor at Auckland as No. 16840, and thereon hatched green.

EIGHTH SCHEDULE.

DESCRIPTION of land which the Board may not lease beyond the 31st December, 1937, without the consent of the Minister of Railways, containing by admeasurement 1 rood and 7 perches, approximately.—All that portion of land forming a part of King's Drive, commencing at a point 17 links from the south-westerly extremity of the land described in the Seventh Schedule hereto, by a straight line bearing $120^{\circ} 29'$ from that point, and proceeding thence generally in a north-easterly and south-easterly direction by straight lines, 239 links, 30 links, 30 links, 30 links, 30 links, 30 links, and 81 links; thence in a south-westerly direction by straight lines, 32 links and 148 links; thence by a straight line in a north-westerly direction, 196 links, to the point of commencement: be all the aforesaid linkages a little more or less, as such portion of land is shown on a plan deposited in the office of the Minister of Railways at Wellington as No. W.R. 19712, and also at the office of the Chief Surveyor at Auckland as No. 16840, and thereon coloured blue.