

Hon. Sir J. G. Findlay.

NAPIER HARBOUR BOARD EMPOWERING AND VESTING.

[LOCAL BILL.]

ANALYSIS.

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A BILL INTITULED

AN ACT to enable the Napier Harbour Board to borrow Money Title.
for carrying out certain Works, and to lease and sell certain
Lands, and providing for certain other Matters affecting the
5 Napier Harbour Board.

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

1. This Act may be cited as the Napier Harbour Board Short Title.
10 Empowering and Vesting Act, 1917.

2. This Act shall be deemed to be a special Act within the Special Act.
meaning of the Harbours Act, 1908, which Act and the amendments
thereof are hereinafter referred to as the said Act and are hereby
incorporated in this Act.

3. In this Act— Interpretation.

“The Board” means the Napier Harbour Board:

20 “The district” means the Napier Harbour Rating District as
constituted and defined by the Napier Harbour Board
Empowering and Loan Act, 1884, and shall include all
boroughs and town districts now or hereafter for the time
being existing which at the time of the passing of such
Act may have formed part of any of the ridings set out
in the Fourth Schedule thereto.

4. Subject as appearing in section eight of this Act, the Board Power to borrow
25 shall have power to borrow, in addition to the sums authorized by moneys and
any previous Acts, subject to the provisions of the said Act and of construct works.
this Act, the sum of fifty thousand pounds at a rate of interest not
exceeding five pounds ten shillings per centum per annum for the
purposes of the payment of the moneys and the construction, execu-

tion, and carrying-out of the works mentioned in the *First Schedule* hereto; all of which works (but without prejudice to any powers already possessed by the Board in relation thereto) the Board is hereby empowered to construct, execute, and carry out. No person or persons lending any such moneys as aforesaid shall be bound or concerned to see or inquire as to the application of the same for the purposes aforesaid. 5

Debentures, how secured.

5. The debentures issued by the Board as security for the said moneys, and the interest thereon, shall be a first charge on the Harbour Fund of the Board as defined by the said Act, subject, however, to the priority of all existing charges thereon, whether by way of debentures or otherwise. 10

Sinking fund.

6. For the purpose of providing for the repayment of the moneys hereby authorized to be borrowed the Board shall permanently appropriate and set apart as a sinking fund a sum equal to one-half per centum per annum on the aggregate amount of debentures which shall for the time being be issued under this Act, and the same shall be paid to Commissioners appointed for the purpose in accordance with the provisions in that behalf contained in the said Act; and the provisions of that Act in relation to the appointment, removal, powers, and duties of Sinking Fund Commissioners, and otherwise in relation to sinking funds and the investment and application thereof, shall apply to this Act. All vacancies occurring in the office of Sinking Fund Commissioners owing to death, mental incapacity, absence from the Dominion of New Zealand, refusal to act, removal, or otherwise, shall be filled up as they arise by new appointments to be made by the Board; and a resolution of the Board declaring the office of Sinking Fund Commissioner held by any person to be vacant shall be conclusive proof of such vacancy having occurred. 15
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Receiver's powers.

7. (1.) Any Receiver appointed as provided by section two hundred and three of the said Act shall, by virtue of his office, and without any further authority than this Act, and without prejudice to any other securities available to him, have power to make and levy from time to time, and as often as occasion shall require, a special rate on all rateable property in the district, in such proportions as that the rate to be levied on the rateable property in the Borough of Napier shall be double the rate to be levied on the rateable property in the remainder of the district, and the provisions of section two hundred and twenty of the said Act shall apply as if the Receiver were the Board. 35
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(2.) The amount to be levied in each year by means of such special rate shall not exceed such amount as is required to provide for payment of interest on the aggregate amount for which debentures shall at that time be issued in pursuance of this Act, with the addition of the sinking fund hereinbefore provided for, and the expenses of making, levying, and recovering such special rate, and the remuneration of the Receiver, after taking into account whatever sum of money may be available from the revenue of the Board for the previous year for payment of such charges. Subject as aforesaid, the provisions of section two hundred and twenty-one of the said Act shall apply as if the Receiver were the Board. 45
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(3.) No rate to be made in pursuance of the foregoing provisions shall be capable of being set aside or quashed by any proceeding of

any Court or otherwise, and no defect in the same, or excessive amount of the same, shall be set up as a defence to any action to recover the same.

5 (4.) Notwithstanding the withdrawal of such Receiver, and that the functions and duties for which he was appointed shall be at an end, any special rate made by him in pursuance of the foregoing provisions shall, nevertheless, be a good, valid, and subsisting rate, and may be recovered by the Board as if the Board had been authorized by this Act to make, levy, and recover the same, and had
10 made and levied the same accordingly.

(5.) The provisions set out in the *Second* Schedule hereto shall apply in the case of every special rate made and levied by the Receiver.

15 8. (1.) For the purposes of and subject to this section *but not otherwise* the moneys hereby authorized to be raised shall be deemed to be portion of the sum of three hundred thousand pounds authorized to be raised by the Napier Harbour Board Empowering and Loan Act, 1914 (hereinafter referred to as the 1914 Act).

This Act in relation to 1914 Act.

20 (2.) The authority to raise moneys conferred by the 1914 Act shall be operative only to the extent of the difference between the moneys thereby authorized to be raised and the amount for the time being actually raised by virtue of this Act.

25 (3.) Conversely, the authority to raise moneys conferred by this Act shall be operative only to the extent (but not in any case exceeding fifty thousand pounds) of the difference between the sum of three hundred thousand pounds and the moneys for the time being actually raised by virtue of the 1914 Act.

30 (4.) The priorities in point of security between the moneys actually raised by virtue of the 1914 Act and the moneys actually raised by virtue of this Act shall be determined in accordance with the dates of the actual raising of such moneys respectively, so that any moneys raised under either of the said Acts shall take priority in point of security over any moneys so raised at any later date under the other of the said Acts, but otherwise no moneys raised under
35 either of the said Acts shall take priority in point of security over moneys subsequently raised under the authority of the same Act.

(5.) Subject as hereinbefore appearing, the authorities to raise moneys conferred by the 1914 Act and by this Act respectively shall co-exist.

40 9. Whereas the Board, in exercise of the powers vested in it by the Napier Harbour Board Amendment and Endowment Improvement Act, 1887, and other Acts, has reclaimed and is reclaiming large areas of lands, portion of Te Whare-o-maraenu Reserve and Ahuriri Lagoon, and in the course and for the purpose of such operations has deflected the old course of the Tutaekuri River (being a
45 tidal river) by establishing a new course for that river, which new course occupies about forty-one acres of the Board's endowments (being portion of the said Te Whare-o-maraenu Reserve), and forms the present permanent course of that river: And whereas the old
50 course of that river from the point where such new course thereof intersects it opposite the easternmost boundary of Meanee Suburban Section No. 4 to the mouth of such river in the inner harbour hereinafter mentioned, containing approximately thirty-three acres,

Vesting of land in Board.

consists in part of dry river-bed and in part of a back-water from the Board's reserve commonly known as the "inner harbour," and, except where it abuts on a small area known as Tareha's Reserve (being a Native reserve), is bounded on both sides for the whole of its length by land owned by the Board: And whereas under and by virtue of the provisions of the Napier Harbour Board Act, 1874, as amended by the Napier Harbour Board Amendment and Endowment Improvement Act, 1887 (such Acts being hereinafter referred to as the above-recited Acts), portion of such old course of the said river, containing approximately seventeen acres and extending from the mouth of the said river to Block 101, Meanee Suburban, as included in the boundaries of the Ahuriri Lagoon as set out in the Second Schedule to the last-mentioned Act, is vested in the Board for the use, benefit, and endowment of the Board: And whereas it is expedient that in exchange for the new course of the said river provided by the Board out of its endowments as aforesaid, and by reason of the Board's ownership as aforesaid of the lands on both sides of the old course of the said river, such old course should to the extent hereinafter defined be wholly vested in the Board: And whereas the Land Board of the Hawke's Bay Land District has decided to recommend to the Honourable the Minister of Lands that such area should be vested in the Board: Now therefore it is hereby enacted as follows:—

(a.) The scil of the old course of the said river extending from and bounded by the line of intersection aforesaid between the new course of such river and the old course thereof to the mouth of such river in the Inner Harbour aforesaid is and shall be vested by the operation of the above-recited Acts and of this Act in the Board under the provisions of the Land Transfer Act, 1915, for an estate in fee-simple free from encumbrances for the use, benefit, and endowment of the Board.

(b.) The District Land Registrar of the Land Registration District of Hawke's Bay shall issue to the Board a certificate of title for such land without any further authority than this Act.

Power to lease and sell land to the Napier High School Board.

10. (1.) The Board shall have the power to lease and sell to the Napier High School Board incorporated under the Napier High School Act, 1882, the piece of land described in the Schedule to the agreement between the Board and the Napier High School Board, a copy of which is set out in the *Third* Schedule hereto, under the heading "*First Agreement*," upon the terms and conditions set out in the said agreement and in the agreement between the same parties, a copy of which is set out in the said *Third* Schedule hereto under the heading "*Second Agreement*," or upon such other or varied terms and conditions not involving any radical departure from the agreed rental, purchase price, or parcel of land as the Board and the Napier High School Board may agree upon, and to execute with or to the Napier High School Board such agreements, leases, transfers, and other assurances and documents as may be necessary or expedient in the premises.

(2.) The purchase-moneys arising from the said sale shall be applied at the discretion of the Board in or towards reclamation expenses in connection with the reclamation of the Te Whare-o-

5 maraenui Reserve, or in or towards repayment of debentures owing by the Board, or by way of addition to any sinking fund or sinking funds provided by the Board for payment of any loans, or partly in one or more of such ways and partly in the others or other of the same.

11. Whereas under and by virtue of the Napier Harbour Board Amendment and Endowment Improvement Act, 1899 (hereinafter referred to as the said Act of 1899), the Board has the power to sell the piece of land described in the Schedule thereto (being part of Te Whare-o-maraenui Block or Reserve and the Ahuriri Lagoon) by public auction or public tender of which public notice shall be given : And whereas the Board has, in exercise of its powers in that behalf, leased to the Education Board of the Education District of Hawke's Bay (hereinafter called the Education Board) portion of the said piece of land containing two acres two roods sixteen and three-tenths perches, more or less, being Sections 599, 600, 601, 603, 604, 609, 610, and 611 on the plan of the Township of Napier South (hereinafter called the said sections) for a term of years with perpetual right of renewal upon the conditions therein contained : And whereas the Education Board has built a public school upon and has otherwise improved the said sections : And whereas the Board is desirous of selling and the Education Board is desirous of acquiring the fee-simple of the said sections : Be it therefore enacted that, notwithstanding anything contained in the said Act of 1899 to the contrary, the Board may sell the fee-simple of the said sections to the Education Board by private treaty at such price as may be agreed upon between the Board and the Education Board ; and may execute in favour of the Education Board all such valid transfers or assurances as may be necessary to give effect to such sale.

Power to sell land to the Education Board.

12. The Napier Harbour Board Empowering and Loan Act, 1914, is hereby amended—Firstly, by adding to paragraph (a) of section ten thereof the following words : “ substituting for the words ‘ section eight of the Local Bodies’ Loans Act, 1908,’ where occurring in the said clause three, the words ‘ section nine of the Local Bodies’ Loans Act, 1913 ’ ” ; and secondly, by substituting the figures “ 13 ” for the figures “ 14 ” where occurring in the second paragraph of the Second Schedule thereto.

Verbal amendments to former Act.

SCHEDULES.

Schedules.

FIRST SCHEDULE.

THE repayment to the Board of all moneys which the Board has already paid or contributed and the payment of all further moneys which the Board is bound or liable to pay or contribute in terms of the agreement No. 1 set out in the Schedule to the Port Ahuriri—Westshore Road and Railway Act, 1914, as modified by section 38 of the Reserves and other Lands Disposal and Public Bodies Empowering Act, 1915 ; the construction of the works (inclusive of further or extra works) by the said agreement required to be carried out by the Board ; the demolition and removal of the bridge referred to in paragraph 10 of the said agreement, and the construction or doing of such other works and things as in the opinion of the Board shall be necessary as a consequence of the execution of the works referred to in the said agreement ; the reclamation of such areas in the inner-harbour portion of the Harbour of Napier for which the Board already has legislative authority as the Board shall think expedient ; the purchase of all machinery and plant necessary to carry out all or any of the aforesaid works : the erection of cargo-sheds for the convenience of shipping at the inner-harbour portion of the Harbour of Napier.

SECOND SCHEDULE.

ANY special rate to be made and levied by the Receiver shall have a currency of one year only, dating from the first day of January.

It shall be applied by the Receiver for the purposes set out in section 9 of this Act.

It shall be payable by equal half-yearly payments on the 30th day of June and the 31st day of December, or by one yearly payment on the 31st day of December, as the Receiver shall appoint in the notice next mentioned.

It shall be made by notice gazetted in the *New Zealand Gazette*, which notice shall be in the form or to the effect following, that is to say:—

NOTICE is hereby given that, in pursuance and exercise of the powers vested in me in this behalf by the Napier Harbour Board Empowering and Vesting Act, 1916 (hereinafter called the said Act), I, the undersigned [*Name in full of Receiver*], being the Receiver appointed under the Harbours Act, 1908, and the said Act on behalf of the debenture-holders under the said Act, hereby make and levy a special rate for the year commencing on the 1st day of January [*State year*] of [*State amount in the pound*] upon the rateable value of all rateable property in that portion of the Napier Harbour Rating District which consists of the Borough of Napier, and [*State amount in the pound*] upon the rateable value of all other rateable property in the said district; and that the said special rate shall be payable by equal half-yearly payments on the 30th day of June and the 31st day of December in the year [*State year*], [or, by one yearly payment on the 31st day of December in the year (*State year*)].

Dated at _____, this _____ day of _____, 19 _____.

[*Signature of Receiver.*]

There shall be vested in the Receiver all such rights, powers, discretions, and remedies (not being inconsistent with this Act) for and incidental to the making, levying, and recovering of any such rate as would, *mutatis mutandis*, be vested in the Board for the making, levying, and recovering of the same if the Board had by this Act been authorized to make, levy, and recover the same, and had made and levied the same accordingly; and the Receiver may exercise any such rights, powers, discretions, and remedies as aforesaid either in his own name or in the name of the Board.

Without prejudice to the generality of anything hereinbefore contained, the Receiver shall have and may exercise, in his own person, all such powers, authorities, and discretions for and incidental to the making, publishing, and signing of a rate-book as are by the Rating Act, 1908, vested in a local authority in the same manner and to as full an extent as if he were himself a local authority under that Act.

In the exercise of the powers, authorities, and discretions hereinbefore conferred upon the Receiver (but without prejudice to the generality thereof) it shall be lawful for the Receiver—

- (a.) To use, either wholly or partially, any rate-book of the Board which may then be in force relating to any other special rate for the time being made and levied by the Board; or
- (b.) To compile a rate-book, either wholly or partially, from any rate-book of the Board which may then be or may theretofore have been in force relating to any other special rate made and levied by the Board.

THIRD SCHEDULE.

First Agreement.

AN AGREEMENT made this first day of May one thousand nine hundred and sixteen between the Napier Harbour Board (hereinafter called the Board) of the one part and the Napier High School Board incorporated under the Napier High School Act, 1882 (hereinafter called the Governors) of the other part Witnesseth that it is hereby mutually agreed by and between the parties hereto as follows that is to say:—

1. The Board shall lease and the Governors shall take upon lease all that piece of land more particularly described in the Schedule hereto and delineated in the plan drawn hereon or annexed hereto bordered green.

2. Such lease shall be upon the following terms and conditions:—

- (a.) The term shall be twenty-one years from the first day during the next ensuing session of the General Assembly of New Zealand on which both of the parties hereto shall be in possession of the legislative authority referred to in clause 3 hereof.

- (b.) The rental shall be calculated for the first seven years of the said term at the rate of two pounds ten shillings per centum per annum on the value of the fee-simple of the said piece of land and for the remaining fourteen years of the said term at the rate of five pounds per centum per annum on the value of the fee-simple of the said piece of land. Such rental shall be payable half-yearly free of any deductions. The value of the fee-simple is hereby assessed for the purposes of this provision at the rate of three hundred pounds per acre.
- (c.) The Board may retain the sole possession and control of so much of the said piece of land as consists of the Channel Reserve (the area of which is separately stated in the said Schedule hereto and in the said plan drawn hereon or annexed hereto) or of any part of that reserve for so long during the said term as it thinks fit and so long as the Board shall retain possession and control of the said Channel Reserve or of any part thereof the rental to be reserved by the said lease shall abate to the extent to which the same is referable to the area of which for the time being possession and control is so retained. So soon however as the Board shall in writing notify the Governors that the Board is prepared to give up possession of the said Channel Reserve or any portion thereof the rental hereinbefore reserved in respect of the said Channel Reserve or the portion thereof so relinquished by the Board shall forthwith become payable. The area of any portion of the said reserve so relinquished shall be decided by two Surveyors one to be appointed by each party hereto. The expression "shall retain the sole possession and control" where used in these presents with reference to the said Channel Reserve shall imply (but without prejudice to any other provisions herein contained with respect to the Channel Reserve or any part thereof) that the Board may use the Channel Reserve or any part thereof so retained for any legitimate purpose in connection with the reclamation of the lands to be included in the said proposed lease or of any adjacent lands belonging to the Board for which the same could have been used by the Board if the said proposed lease had not been entered into.
- (d.) The said Channel Reserve shall at all times both during the continuance of the term of the said lease and if and after the Governors shall have acquired the fee-simple of the demised premises or any part thereof under the provisions hereinafter referred to and whether or not the Board shall be retaining possession and control of the same as aforesaid be and remain subject to the right of the Board to use the same in perpetuity for natural drainage purposes that is for carrying off water from the lands of the Board contiguous to the demised premises. Any lease or transfer drawn up between the parties hereto to give effect to this contract or to vest in the Governors the fee-simple of the premises hereby agreed to be demised shall contain a reservation or grant to the Board of an easement of drainage in accordance with the foregoing provision and the Board shall have the right to maintain the said Channel Reserve for the purposes aforesaid in perpetuity and may from time to time and at all reasonable times by its servants agents and workmen enter upon the said Channel Reserve for the purpose of repairing and putting in order the drainage channel forming part of the same but in the execution of this work the Board shall be careful to do as little damage as possible to the surface of the said reserve and shall immediately upon the execution of any such work restore the said surface to its former state and condition.

Provided always and it is hereby declared and agreed that in the event of the Governors becoming the purchasers of the fee-simple of the premises hereby agreed to be demised in terms of the provisions in that behalf hereinafter contained and of the Board then determining in accordance with the provisions aforesaid that it will require the possession of such perpetual easement as aforesaid only in respect of a portion of the said Channel Reserve to be then defined then the perpetual easement in favour of the Board hereinbefore referred to shall extend and apply only to the portion of the said Channel Reserve so defined.

(e.) The lease shall contain an optional right to the Governors to purchase from the Board at any time during the term (at least three calendar months' previous notice in writing of such ~~its~~ *their* intention having been first given to the Board) the fee-simple of the demised lands at the price of three hundred pounds an acre, but subject to the right of the Board to retain the sole possession and control of the said Channel Reserve or any part thereof for so long as it thinks fit and subject also to the easement of drainage as aforesaid. The provisions of paragraph (c) hereof regarding abatement of rent shall be applicable (*mutatis mutandis*) to the purchase-money referable to the area of the said Channel Reserve of which possession and control is for the time being retained by the Board:

Provided always and it is hereby declared and agreed by and between the parties hereto as follows that is to say:—

(i.) It shall be lawful for the Governors to complete the purchase from the Board at the price of three hundred pounds an acre of a portion (being one continuous block, and not including any portion of the Channel Reserve and not being less than five acres in area) of the lands hereby agreed to be demised at any time during the term of the proposed demise (at least three calendar months' previous notice in writing conveying their intention so to do and defining with reasonable particularity the area so proposed to be dealt with having been first given to the Board) The Governors shall at their own expense have the area so proposed to be acquired surveyed by a Licensed Surveyor to be first approved of by the Board. Upon payment of the purchase-money for such area the Board will give to the Governors a title thereto in fee-simple free from encumbrances, and the rent payable by the Governors to the Board in terms of the said proposed demise shall thereafter abate at the rate of two pounds ten shillings per centum per annum until the expiration of the first seven years of the term of the said proposed lease if such period shall not then have elapsed and if such period shall then have elapsed and in any case after the expiration of the same at the rate of five pounds per centum per annum on the amount of the purchase-money. Provided always that if such purchase shall be effected within the first seven years of the said term the Board will allow to the Governors in reduction of the purchase-money a sum of money equal to the (then) present value of the sum found by taking two pounds ten shillings per centum per annum of the purchase-money for the said area over the then unexpired portion of the said period of seven years.

(ii.) If the Governors shall effect the purchase of the area referred to in the preceding subparagraph hereof as therein provided the right to purchase to be contained in the said proposed lease instead of being optional shall then become a compulsory obligation on the part of the Governors with respect to the remainder of the premises comprised in the said proposed lease and paragraph (e) of ~~this clause 2 of these presents~~ shall be applicable *mutatis mutandis*. On the completion by the Governors of the purchase of the remainder of the premises aforesaid the Governors shall pay for the Channel Reserve at the rate of three hundred pounds an acre as aforesaid. Subject as follows that is to say: the Board shall before the completion of the purchase declare and define to what extent of the Channel Reserve it requires that its perpetual drainage easement shall apply and the title given to the Governors shall be subject to such easement only to the extent so declared and defined; if the average width of

the area so declared and defined shall exceed at the level of the land on either side of the Channel sixty-five links the Governors shall not pay for the area so declared and defined in so far as it is in excess of the area found by taking an average width of sixty-five links; the Board shall on giving title to the Governors leave and shall thereafter so far as may be reasonably practicable maintain the actual open channel of a uniform width throughout its whole length; nothing herein contained shall be deemed to restrict the rights of the Board to make and maintain an open channel of any width within the limits of the Channel Reserve.

- (iii.) The Board will at all times at its own expense keep in good order and free from obstructions the open channel aforesaid so that the natural flow of water therethrough (if any) may not at any time be checked or in anywise hindered and the Board shall not at any time knowingly permit or suffer any sewage or any decaying or putrefying or other noxious or offensive matter or thing whatsoever to remain in or pass through the said open channel. If the Board shall commit any breach of its obligations under this subparagraph the Governors may after having given reasonable notice to the Board to remedy such breach cause the said open channel to be thoroughly cleared or cleansed as occasion shall require and may charge the Board with the cost of the work but no action for damages or other claim shall lie against the Board in respect of such breach or the consequences thereof. It shall not be incumbent on the Governors to fence either side of the Channel Reserve or of the said open channel.
- (f.) It shall be lawful for the Governors to erect and use a bridge for foot-passenger traffic across the said Channel Reserve on plans to be first approved by the Board and it shall be lawful for the Board from time to time and as often as occasion shall require during such time as the said Channel Reserve or any portion of it shall remain in the possession and under the control of the Board to remove the said bridge so as to allow of the passage up and down the said channel of a dredge or any other vessel in use by the Board in connection with its reclamation operations and to facilitate such reclamation operations in or by means of the said Channel Reserve. Provided always that any such removal shall be effected by the Board at its own expense and that after the purpose for which such removal was effected has been satisfied the bridge shall be reinstated at the like expense.
- (g.) The Harbour Board shall at its own cost within six years from the date of possession under the said proposed demise fill up and reclaim all the low-lying portions of the said piece of land so that the same shall have a permanent level in accordance with the level fixed on the ground on the thirty-first day of March last by Messieurs W. J. McGrath on behalf of the High School Board and A. E. Jull on behalf of the Harbour Board in the presence of Messieurs C. D. Kennedy and J. P. Kenny that is to say a level nine feet six inches below the rail level at a point on the Napier-Wellington Railway due east from the north-eastern corner of the said piece of land.
- (h.) The said lease shall contain all other usual and proper conditions including powers of re-entry and distress and covenants by the Governors to repair and keep in good and substantial repair the demised premises inclusive of all buildings and improvements for the time being thereon, to pay all rates and taxes whether by law or custom payable by landlord or tenant (including those made and levied by the Board), to insure all buildings to the full insurable value in the joint names of the parties, not to assign sublet or part with the possession of the demised premises or use the same or any part

thereof for any purposes other than as a site for a High School and its accompanying buildings and playgrounds. Nothing herein shall be deemed to negative prejudice or in anywise affect the statutory right of the Governors to apply to the Supreme Court for relief in case the Board shall proceed to enforce any right of re-entry or forfeiture under the provisions of the lease.

3. This contract is entered into subject to the following condition, that each of the parties hereto shall be able to obtain legislative authority to carry out its obligations hereunder. If such legislative authority shall be obtained during the next ensuing session of the General Assembly of New Zealand (and each of the parties hereto hereby undertakes that it will use its best endeavours to obtain such authority during the said session) then this contract shall *ipso facto* become a binding contract on the part of both parties hereto, but otherwise it shall *ipso facto* become void and of no effect. In the meantime neither party shall have the right to withdraw from this contract.

4. The costs of and incidental to the preparation and passing of the necessary Act of Parliament to give the parties hereto legislative authority to enter into and carry out this contract shall be borne and paid by the High School Board.

In witness whereof these presents have been executed.

THE SCHEDULE.

ALL that piece of land containing by admeasurement twenty-eight acres and thirty-three perches more or less inclusive of the Channel Reserve intersecting it (which Channel Reserve contains three acres and thirty-three perches more or less) being portion of Te Whare-o-maraenui Reserve Bounded as follows Commencing at a point on the western side of Hastings Street south one thousand four hundred and twenty links south of the intersection of that side of Hastings Street south with the southern side of Ellison Street Thence southerly along Hastings Street south one thousand and eighteen decimal eight links and one thousand and ninety-nine decimal five links Thence westerly nine hundred and thirty-four decimal six links Thence north-westerly nine hundred and thirty-four decimal six links Thence north-easterly one thousand nine hundred and sixty-four decimal two links and thence easterly eight hundred and thirty-one decimal five links and thence south-easterly twenty-eight decimal three links to the commencing-point Be the same several measurements a little more or less.

Sealed with the seal of the Napier Harbour Board, in
the presence of—

A. E. JULL, Chairman.
JNO. P. KENNY, Treasurer.

(L.S.)

The common seal of the Napier High School Board was
hereto affixed at a meeting of the said Board held on
the eighth day of May, 1916, in the presence of—

T. C. MOORE, Chairman.
G. CRAWSHAW, Secretary.

(L.S.)

New.

SECOND AGREEMENT.

THIS AGREEMENT, made the fourteenth day of May, one thousand nine hundred and seventeen, between the Napier Harbour Board (hereinafter called "the Board") of the one part and the Napier High School Board, incorporated under the Napier High School Act, 1882 (hereinafter called "the Governors") of the other part, and supplemental to a certain agreement made between the same parties, and bearing date the 1st day of May, 1916, a copy whereof is set out in the First Schedule to the Napier High School Amendment Act, 1916 (hereinafter called "the principal agreement"). Witnesseth as follows, that is to say:—

1. The principal agreement shall be deemed to be and to have always been a valid and subsisting agreement subject only to the condition expressed in the first sentence of clause 3 thereof, anything in the said clause 3 to the contrary notwithstanding.

New.

2. The principal agreement shall be read and construed as though—
- (a.) The words “the next ensuing session of the General Assembly of New Zealand” wherever those words occur therein had been intended to refer and did in fact refer to the session of the General Assembly which is to be held in the present year.
 - (b.) The words “one thousand nine hundred and sixteen” had been originally written in paragraph (g) of clause 2 in lieu of the word “last” where that word appears in the said paragraph.
3. Subject to the modifications above mentioned the principal agreement and all and singular the provisions thereof is and are hereby confirmed.
- In witness whereof these presents have been executed by the parties hereto.

Sealed with the seal of the Napier Harbour Board in
the presence of—

A. E. JULL, Chairman. } (L.S.)
Jno. P. KENNY, Treasurer. }

The common seal of the Napier High School Board was
hereto affixed at a meeting of the said Board held
on the 14th day of May, 1917, in the presence of—

W. DINWIDDIE, Chairman. } (L.S.)
G. CRAWSHAW, Secretary. }