

[AS REPORTED FROM THE LOCAL BILLS COMMITTEE]

House of Representatives, 21 August 1959

Words struck out by the Local Bills Committee are shown in italics within bold round brackets or in roman enclosed in panel; words inserted are shown in black within bold square brackets or in roman with rule down side.

Mr Aderman

NEW PLYMOUTH RECREATION AND
RACECOURSE RESERVE

[LOCAL]

ANALYSIS

Title
Preamble
1. Short Title
2. Validation of deed
3. Vesting

4. Purpose for which Corporation to hold reserve
5. Purpose of reserve not to be changed
6. Money and rents from reserve to form part of District Fund
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A BILL INTITULED

Struck out

5 An Act to vest certain land situated in the City of New
Plymouth and belonging to the Taranaki Jockey Club
Incorporated in the Mayor, Councillors, and Citizens of
the City of New Plymouth to be held, together with the
land firstly described in the Schedule to the New Plymouth
Recreation and Racecourse Reserve Act 1887, as a reserve
10 for the purposes mentioned in this Act and to repeal the
New Plymouth Recreation and Racecourse Reserve Act
1887 and certain amendments thereof

New

15 An Act to vest certain land situated in the City of New
Plymouth and belonging to the Taranaki Jockey Club
Incorporated in the Mayor, Councillors, and Citizens of the
City of New Plymouth to be held, together with the land
described in the First Schedule to this Act, as a reserve
for the purposes mentioned in this Act and to repeal the
20 New Plymouth Recreation and Racecourse Reserve Act
1887 and certain amendments thereof

Struck out

WHEREAS under the New Plymouth Recreation and Racecourse Reserve Act 1887 (hereinafter referred to as the Act of 1887) the land firstly described in the Schedule thereto and having an area of thirty-six acres and seventeen perches, more or less, is held by the Mayor, Councillors, and Citizens of the City of New Plymouth (hereinafter referred to as the Corporation) as a public reserve for the recreation of the inhabitants of the City of New Plymouth, subject to the provisions of the said Act: And whereas the Taranaki Jockey Club Incorporated (hereinafter referred to as the Club) is registered as proprietor of an estate in fee simple in certain land (hereinafter referred to as the Club's land) adjoining the said land firstly described in the said Schedule to the Act of 1887 and having an area of fifty-six acres two roods twelve perches and three-hundredths of a perch, more or less: And whereas it has been agreed that the Club's land shall be vested in the Corporation, and that the Corporation shall hold the said land firstly described in the Act of 1887, together with the Club's land, for the purposes and subject to the conditions contained in the deed executed by the Corporation and the Club and dated the twenty-fifth day of June 1959 and set out in the Schedule hereto: And whereas it was enacted by section five of the New Plymouth Recreation and Racecourse Reserve Amendment Act 1910 that the land secondly described in the said Schedule to the Act of 1887 should cease to be subject to the provisions of the Act of 1887:

New

WHEREAS under the New Plymouth Recreation and Racecourse Reserve Act 1887 (hereinafter referred to as the Act of 1887) the land firstly described in the Schedule thereto and having an area of thirty-six acres and seventeen perches, more or less, was vested in the Mayor, Councillors, and Burgesses of the Borough of New Plymouth as a public reserve for the recreation of the inhabitants of the Town of New Plymouth: And whereas due to exchanges and the taking and closing of streets the land firstly described in the Schedule to the Act of 1887 should be redefined in the manner shown in the First Schedule to this Act, the said land now comprising an area of thirty-seven acres and twenty-seven perches: And whereas the said land is now held by the Mayor, Councillors, and Citizens of the City of New Plymouth (hereinafter referred to as the Corporation) subject to the provisions of the Act of 1887: And whereas it was enacted by section five of

the New Plymouth Recreation and Racecourse Reserve Amendment Act 1910 that the land secondly described in the Schedule to the Act of 1887 should cease to be subject to the provisions of the Act of 1887: And whereas the Taranaki Jockey Club (hereinafter referred to as the Club) is registered as proprietor of an estate in fee simple in certain land (hereinafter referred to as the Club's land) adjoining the land described in the First Schedule to this Act and having an area of fifty-six acres two roods twelve perches and fifty-four hundredths of a perch, more or less: And whereas it has been agreed that the Club's land shall be vested in the Corporation, and that the Corporation shall hold the land described in the First Schedule to this Act, together with the Club's land, for the purposes and subject to the conditions contained in the deed executed by the Corporation and the Club dated the twenty-fifth day of June, nineteen hundred and fifty-nine, and set out in the Second Schedule hereto:

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

1. Short Title—This Act may be cited as the New Plymouth Recreation and Racecourse Reserve Act 1959.

2. Validation of deed—The deed set out in the **[Second]** Schedule hereto is hereby validated and declared to have been lawfully executed by the parties thereto.

3. Vesting—(1) The land described in the Schedule to the said deed is hereby declared to be vested in the Corporation for an estate in fee simple for the purpose mentioned in section four hereof.

(2) The District Land Registrar for the Land Registration District of Taranaki is hereby authorised and directed to make such entries in the register book and to do all such other things as may be necessary to give effect to the provisions of this Act.

Struck out

(3) No conveyance or stamp duty or other duty shall be payable under the Stamp Duties Act 1954 in respect of the said deed or the vesting of the Club's land in the Corporation.

(4) The Valuer-General is hereby authorised and directed to make and furnish to the Corporation from time to time such valuations of the Club's land as may be necessary for the purposes of giving full effect to subclause five of clause four of the said deed.

4 *New Plymouth Recreation and Racecourse Reserve*

4. Purpose for which Corporation to hold reserve—The *(land firstly described in the Schedule to the Act of 1887)* **land described in the First Schedule to this Act** together with the land referred to in section three hereof shall hereafter be held by the Corporation under the name of the New Plymouth Recreation and Racecourse Reserve as a reserve for the recreation of the inhabitants of the City of New Plymouth upon and subject to the terms and conditions contained in the said deed. 5

5. Purpose of reserve not to be changed—Notwithstanding anything contained in section eighteen of the Reserves and Domains Act 1953 or in any other enactment, it shall not be competent for the purposes for which the New Plymouth Recreation and Racecourse Reserve is held by the Corporation to be changed. 10 15

6. Money and rents from reserve to form part of District Fund—All moneys and rents accruing to the Corporation from the New Plymouth Recreation and Racecourse Reserve shall form part of the Corporation's District Fund.

7. Repeals—The following enactments are hereby repealed: 20
The New Plymouth Recreation and Racecourse Reserve Act 1887:
The New Plymouth Recreation and Racecourse Reserve Exchange Act 1909:
The New Plymouth Recreation and Racecourse Reserve Amendment Act 1920: 25
The New Plymouth Recreation and Racecourse Reserve Amendment Act 1942.

New
SCHEDULES

FIRST SCHEDULE

LAND HELD UNDER THE ACT OF 1887

ALL that area situated in the City of New Plymouth containing 37 acres and 27 perches, more or less, being Lot 1 on Deposited Plan Number 8509 and being Sections 1197 to 1200 (inclusive), 1213 to 1215 (inclusive), 1228 to 1230 (inclusive), 1245 to 1250 (inclusive), 1806, 1807, 1809 to 1814 (inclusive), 1832 to 1844 (inclusive), 1858 to 1870 (inclusive), 1884 to 1896 (inclusive), 1910 to 1922 (inclusive), 1928 to 1943 (inclusive), and part sections 1774 to 1783 (inclusive), 1801 to 1805 (inclusive), 1244, 1227, M, and parts Closed Streets, Town of New Plymouth, and also part Section D, New Plymouth Town Belt, and being all the land in certificate of title, Volume 68, folio 107, and the balance of the land in certificate of title, Volume 55, folio 172, Taranaki Registry,

[SECOND] SCHEDULE

DEED

THIS DEED is made the 25th day of June One thousand nine hundred and fifty-nine (1959) BETWEEN THE TARANAKI JOCKEY CLUB INCORPORATED a society incorporated under the Incorporated Societies Act 1908 and hereinafter called "the Club" of the one part AND THE MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF NEW PLYMOUTH a body corporate under the Municipal Corporations Act 1954 and hereinafter called "the Corporation" of the other part WHEREAS the Club being registered as proprietor of an estate in fee simple in the land described in the Schedule hereto (hereinafter called "the Club's land") has agreed subject to legislative validation being obtained as hereinafter mentioned that the Club's land shall be vested in the Corporation to be held by the Corporation together with the land now subject to the provisions of the New Plymouth Recreation and Racecourse Reserve Act 1887 (hereinafter called "the Act of 1887") as a reserve for the benefit and recreation of the inhabitants of the City of New Plymouth AND WHEREAS it has been agreed by the parties hereto subject as aforesaid that such vesting shall be made upon and subject to the terms and conditions hereinafter mentioned

NOW THIS DEED WITNESSETH as follows:

1. IN this Deed unless the context otherwise requires:

"Date of settlement" means either the date of the expiration of twenty (20) years from the date of vesting or the date when the Club shall cease to be entitled to the rights set out in subclauses (1), (2) and (3) of clause 5 hereof as provided in subclause (4) of the said clause 5 whichever date shall be the later:

"Date of vesting" means a date one month after the date on which the legislative validation herein mentioned shall come into force:

"Playing area" means:

(a) That part of the Reserve for the time being comprised within the inner boundary of the racing track and of any other track or tracks adjoining the racing track and used for horse training or exercise purposes

[SECOND] SCHEDULE—*continued*

(b) All other parts of the Reserve situated outside the racing track for the time being excepting the Racecourse amenities area: “Racecourse amenities area” means:

(a) That part of the Reserve situated to the west of a line commencing at the Rogan Street entrance to the Reserve and proceeding generally along the western side of the racing track to a point at the south-eastern corner of the saddling paddock, together with all stands refreshment rooms stables and other building of the Club and also all lawns gardens and grounds situated within such part of the Reserve:

(b) That part of the Reserve containing an area of 1 acre 1 rood 24 perches more or less being Parts of Sections 35 and 35B Fitzroy District bounded by lines commencing on the southern boundary of Section 35B Fitzroy District at a point distance 638·3 links west of Coronation Avenue, thence proceeding in a northerly direction on a bearing of 338° 42' 37" for a distance of 400 links, thence proceeding in a westerly direction on a bearing of 248° 42' 37" for a distance of 350 links, thence proceeding in a southerly direction on a bearing of 158° 42' 37" for a distance of 400 links to the southern boundary of Part Section 35 Fitzroy District, thence proceeding in an easterly direction along the southern boundaries of Part Section 35 and Section 35B Fitzroy District for a distance of 350 links to the point of commencement, together with the stables situated thereon:

(c) Any extensions reductions or alterations to the part of the Reserve described in (a) above which are required by reason of the carrying out of the scheme of alterations referred to in paragraph (c) of subclause (2) of clause 5 hereof:

(d) Any extensions reductions or alterations to the part of the Reserve described in (a) or (b) above as may be agreed upon from time to time by the Corporation and the Club:

“Reserve” means the Club’s land together with the land now subject to the Act of 1887.

2. SUBJECT to the terms and conditions hereinafter mentioned the Club agrees to the vesting of the Club’s land in the Corporation.

3. ON the Club’s land being vested in the Corporation the Corporation will pay the Club in manner hereinafter mentioned a sum equal to the amount which shall appear on the district valuation roll of the City of New Plymouth in accordance with the provisions of the Valuation of Land Act 1951 as the unimproved value of the Club’s land as at the First day of April 1960 if land in the district valuation roll shall have been revalued after the date hereof and on or before the 1st day of April 1960 and if land in the district valuation roll shall not have been so revalued a sum equal to the amount of a special Government Valuation as at that date and in either case no reduction shall be made in the amount of the valuation pursuant to Section 43 of the Valuation of Land Act, 1951. The amount of such valuation shall not be affected by any alteration that may be made in the amount of such value at any time after that date.

[SECOND] SCHEDULE---*continued*

4. THE payment to be made by the Corporation as aforesaid shall be made or satisfied as follows:

(1) The Corporation shall on the date of vesting (as hereinbefore defined) pay the amount owing (but not exceeding the sum of £22,000) as at the date of vesting by the Club to the National Bank of New Zealand Limited so that all liability of the Club to the said Bank as at the date of vesting (but not exceeding the sum of £22,000) shall be discharged and the Club shall at its own expense obtain and register discharges of Memoranda of Mortgages Nos. 67233 and 67234 and any other encumbrances which have been given by the Club to the said Bank over the Club's land to secure payment of the Club's indebtedness to the said Bank.

(2) The Corporation will on the day of vesting pay to the Club in cash the difference (if any) between the amount of the Club's indebtedness to the said Bank which in accordance with the preceding subclause (1) will be paid by the Council and the said sum of £22,000.

(3) The Club shall not be liable for the payment of any rates in respect of the Club's land for any period after the 31st day of March 1959.

(4) The Corporation will on the date of settlement pay to the Club the balance (if any) of the sum payable in accordance with clause 3 hereof reduced however by a sum equal to the total amount which would have been payable by the Club to the Council during the period from the 1st day of April 1959 to the date of settlement for annual rates in respect of the Club's land if the Club's land had remained throughout such period in the ownership of the Club and the Club's liability to pay rates in respect of the Club's land had remained as it is at the date of the execution of these presents.

(5) For the purpose of calculating the total amount which would have been payable by the Club to the Corporation for annual rates during the period between the 1st day of April 1959 and the date of settlement if the Club's land had remained throughout such period in the ownership of the Club, the amount of the rates for each year during such period shall be calculated on the basis of the unimproved value of the Club's land as shown in the said district valuation roll for that year and shall be the full amount of such annual rates without any deductions, and no reduction shall be made for any reduction that may be made or might have been made pursuant to section 43 of the Valuation of Land Act 1951 for any year in such period.

(6) Such annual rates as aforesaid shall include the amount that would have been payable from time to time in respect of the Club's land (if the Club's land had remained in the ownership of the Club) for harbour rates under any direction made by the Taranaki Harbour Board pursuant to section 123 of the Harbours Act 1950, or any other rates that may be leviable from time to time by any other local authority or public body.

(7) Should the total amount of such annual rates for the period between the 1st day of April 1959 and the date of settlement exceed the amount of such balance aforesaid of the said purchase price the Club shall not be liable to make any payment or refund to the Corporation in respect of the amount of such excess or any part thereof.

[SECOND] SCHEDULE—*continued*

5. SUBJECT to the provisions of subclause (4) of this clause from the date of vesting the Club shall be entitled without payment of rent or any other similar charge to the following rights:

(1) As to not more than twelve days in any year and for not more than two days consecutively at any time the right:

(a) To use the Reserve for the purpose of holding race-meetings at such times as the Club may from time to time appoint, and to make charges for admission thereto:

(b) To allow other clubs, societies and organisations from time to time to use the Reserve for race-meetings, sports meetings, carnivals, exhibitions, and other similar purposes, and to charge for the use of the same and to permit such users to make charges for admission thereto:

(c) On any day on which the Reserve is being used pursuant to paragraphs (a) and (b) hereof to use for motor vehicle parking purposes any part of the Racecourse amenities area and also that part of the playing area situated to the south of the racing track and to make such charges for admission thereto as may be prescribed by the Club with the approval of the Corporation:

(d) On any day on which the Reserve is being used pursuant to paragraphs (a) and (b) hereof to exclude the public therefrom excepting on payment of such charge or charges as may be prescribed by the Club with the approval of the Corporation.

(2) The right at any time and from time to time without payment of rent or any other similar charge:

(a) To use or allow to be used the Reserve excepting the playing area on every week day before the hour of twelve o'clock noon and on Saturdays and Sundays before the hour of 9 a.m. for the purpose of the training and exercising of horses:

(b) To use the Reserve or allow it to be used for the grazing of sheep subject to the playing area being made available for use in accordance with any reasonable conditions that may be made from time to time by the Corporation:

(c) At its own cost and expense in all things to make such alterations to any of the Club's buildings or to the position of the racing track (including any track or tracks for training or exercising purposes) as shall be substantially in accordance with the scheme of alterations prepared by Messrs Saxton & Urwin, Surveyors and Civil Engineers in May 1946 and shown on the plans and drawings which for the purpose of identification have been signed by the Club's Secretary and the Corporation's Town Clerk:

(d) To retain and erect on any part of the Reserve excepting the playing area any building fence gate or other structure whatsoever and to have the exclusive occupation and control thereof, and to retain and use and to replace if necessary the number board now erected on the playing area:

(e) To retain for its own use all moneys received under any policy of insurance arising out of the destruction of or damage to any building or other structure now or hereafter erected by the Club:

[SECOND] SCHEDULE—*continued*

(f) To remove at any time prior to the date of settlement or within three months thereafter any building running rails or other structure (excepting any fence or gate) now or hereafter erected by the Club:

(3) The right at any time and from time to time to use or allow the racecourse amenities area to be used subject to such charges as the Club may prescribe with the approval of the Corporation by any society organisation or person for the purpose of holding garden parties, wedding receptions and similar functions and when the racecourse amenities area is being used for any such purpose to exclude therefrom all persons other than those who are permitted by the Club or any such society organisation or person to have admission.

(4) The Club shall be entitled to the rights mentioned in subclauses (1), (2) and (3) hereof from the date of vesting until the Club shall cease for a continuous period of two years to hold race-meetings on the Reserve, or until the number of members of the Club who shall have paid the annual subscription for the then current year shall fall below fifty and remain below that number for six consecutive months:

Provided always that such rights shall nevertheless continue to be exercisable by the Club if the failure to hold race meetings for two years shall be due to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, conspiracy, military or usurped power or to confiscation, commandeering, requisition or destruction of or damage to the buildings on the racecourse amenities area by order of the Government *de jure* or *de facto* or to prohibition by any such Government as aforesaid of repair or reinstatement of any such buildings or if the number of Members of the Club as aforesaid shall fall below fifty during any period in which the Club is unable to hold race-meetings by reason of any of the causes set out in this proviso.

(5) If the Club shall refuse any application for the use by any person, club, society or organisation of the Reserve or any part or parts thereof in accordance with the foregoing provisions of this clause such person, club, society or organisation shall be entitled to appeal to the Corporation against such refusal and the Corporation after hearing such person, club, society or organisation and the Club if it considers that such refusal was unreasonable may direct the Club to grant such application and the Club shall thereupon conform with such direction:

Provided that there shall be no right of appeal against the refusal of the Club to allow any person, club, society or organisation other than a racing or trotting club or the Taranaki Agricultural and Pastoral Society to use any of the buildings in the racecourse amenities area.

6. (1) Subject to the provisions of clause 5 hereof the Corporation shall be entitled to use the whole or any part of the playing area for playing fields and to allot from time to time any playing field or part thereof to any football cricket or other sports club society or organisation either generally or for particular occasions and on such conditions including the payment of rent or other charges as the Corporation may from time to time by bylaw prescribe:

[SECOND] SCHEDULE—*continued*

(2) Without the precedent written agreement of the Club the Corporation shall not be entitled while this Deed shall remain in force to erect any building or other structure or to grow or maintain any trees or hedges on any part of the playing area or the racecourse amenities area or in any other position or to do or permit to be done any act or thing which would interfere with any of the rights granted to the Club hereunder:

(3) The Corporation shall not be entitled to use or allow to be used the Reserve or any part thereof on any day on which the Reserve or any such part is being used by the Club or by any club, society or organisation pursuant to paragraphs (a) and (b) of subclause (1) of clause 5 hereof and during the periods of four clear days before and three clear days after any race meeting held on the Reserve the Corporation will use or allow to be used for motor vehicle parking purposes only that part or those parts of the Reserve as the Club may from time to time prescribe:

(4) The Club shall not be liable to maintain or repair any part of the playing area.

7. WHILE this Deed shall remain in force the Club shall at its own expense maintain and keep in good order condition and repair all parts of the Reserve excepting the playing area including all buildings fences gates and other erections and also all racing tracks roadways and gardens but excluding any buildings that may be erected on the Reserve by the Corporation pursuant to subclause (2) of clause 6 hereof.

8. THE Corporation shall promote and use its best endeavours to procure the passing in the next convenient session of Parliament of a Bill with such clauses as may be necessary or advisable to validate this Deed and to carry the same into effect and to confer the necessary powers and authorities required for this purpose, and the Club shall so far as the Corporation may reasonably require aid and assist in obtaining the said intended Act and in furtherance of this object shall by its officers and servants support the Bill by evidence or otherwise as may be necessary. If such a Bill shall not be passed by the 31st day of December 1960 this Deed shall be void and of no effect.

9. ALL costs and expenses incurred by each of the parties hereto since the 1st day of November 1958 of and incidental to the preparation and completion of this Deed and the promotion and passing of the said Bill shall be borne by the parties in equal shares.

10. IF any question difference or dispute shall arise with reference to this Deed or its construction or as to anything herein contained, or as to anything not fully provided for or as to the rights or liabilities of either of the parties hereto the same shall be referred to two arbitrators one to be appointed by each party or to an umpire to be chosen by the arbitrators before entering on the consideration of the matters referred to them and every such reference shall be deemed an arbitration under the Arbitration Act 1908 and be subject to the provisions as to arbitration contained in the said Act and this Deed shall accordingly be deemed to be a submission within the meaning of the said Act.

[SECOND] SCHEDULE—*continued*

SCHEDULE

Struck out

ALL those pieces of land situated in the City of New Plymouth containing together 56 acres 2 roods 12·03 perches being—FIRSTLY: 3 roods 16·44 perches more or less BEING Section 1264 and part of Section 1263 on the public map of the Town of New Plymouth and also part of Section 34 on the public map of Fitzroy District AND BEING the whole of the land comprised in Certificate of Title Volume 134 Folio 217 Taranaki Registry. SECONDLY: 2 roods 5·68 perches more or less BEING Sections 1265 and 1266 on the public map of the Town of New Plymouth AND BEING the whole of the land comprised in Certificate of Title Volume 126 Folio 43 Taranaki Registry. THIRDLY: 55 acres 0 roods 29·91 perches more or less BEING part Lots 3 and 4 on Deposited Plan Number 162 part of Section D New Plymouth Town Belt and Sections 1267, 1268, 1269, 1270, 1271, 1272, 1273 and 1274 on the public map of the Town of New Plymouth and also Section 10 and parts of Sections 34 and 35 on the public map of Fitzroy District the said parts of Sections 34 and 35 being more particularly shown on Deposited Plans Numbers 1284, 3255 and 4042 AND BEING the balance of the land comprised in Certificate of Title Volume 134 Folio 215 Taranaki Registry after excluding therefrom an area of 1 acre 2 roods 23·22 perches being Lots 1 to 8 and 10 to 14 on Deposited Plan Number 8502 part of Section 35 Fitzroy District.

New

ALL those parcels of land situated in the City of New Plymouth containing together 56 acres 2 roods 12·54 perches being—firstly, 3 roods 16·44 perches, more or less, being Section 1264 and part Section 1263, Town of New Plymouth, and also part Section 34, Fitzroy District, and being the whole of the land comprised in Certificate of Title, Volume 134, folio 217, Taranaki Registry: secondly, 2 roods 5·68 perches, more or less, being Sections 1265 and 1266, Town of New Plymouth, and being the whole of the land comprised in Certificate of Title, Volume 126, folio 43, Taranaki Registry: thirdly, 55 acres and 30·42 perches, more or less, being part Lots 3 and 4, Deposited Plan Number 162, being part Section D, New Plymouth Town Belt; and also Sections 1267, 1268, 1269, 1270, 1271, 1272, 1273, and 1274, Town of New Plymouth; and also Section 10 and parts Sections 34 and 35, Fitzroy District, the said parts of Sections 34 and 35 being more particularly shown on Deposited Plans Number 3255 and 4042; and also Lot 9, Deposited Plan Number 8502, being part Section 35, Fitzroy District, and being the balance of the land comprised in Certificate of Title, Volume 134, folio 215, Taranaki Registry, after excluding therefrom an area of 1 acre 2 roods 23·19 perches, being Lots 1 to 8 and 10 to 14, Deposited Plan Number 8502.

[SECOND] SCHEDULE—*continued*

SEALED with the Common Seal of THE TARANAKI
JOCKEY CLUB (INCORPORATED) in pursuance
of a resolution of the Committee of the Club
passed at a duly constituted meeting of the said
Committee in the presence of: } The Common Seal
of The Taranaki
Jockey Club (In-
corporated)

P. E. Stainton }
H. F. Wooffindin } Two Members of the Committee.

SEALED with the Common Seal of THE MAYOR
COUNCILLORS AND CITIZENS OF THE CITY OF
NEW PLYMOUTH and SIGNED by two Members } Common Seal of City
of the New Plymouth City Council on be- } of New Plymouth N.Z.
half of and by direction of the said Council in }
the presence of:

H. N. Johnson Town Clerk New Plymouth:

A. G. HONNOR Councillor.
W. A. DEAN Councillor.