

Land taken for the Purposes of a Recreation-ground in Block VII, Mahurangi Survey District, subject to certain Reservations.

[L.S.] BLEDISLOE, Governor-General.

A PROCLAMATION.

IN pursuance and exercise of the powers and authorities vested in me by the Public Works Act, 1928, and of every other power and authority in anywise enabling me in this behalf, I, Charles, Baron Bledisloe, Governor-General of the Dominion of New Zealand, do hereby proclaim and declare that the land described in the First Schedule hereto is hereby taken for the purposes of a recreation-ground, subject to certain reservations in favour of Wilson's (N.Z.) Portland Cement, Limited, its successors and assigns, contained in paragraphs (a), (c), and (d) of clause nine of an agreement dated the first day of February, one thousand nine hundred and twenty-two, between the said company and Ernest Hall, of Warkworth, Farmer, such agreement being fully set forth in the Second Schedule hereto; and I do also declare that this Proclamation shall take effect on and after the eighth day of April, one thousand nine hundred and thirty-two.

FIRST SCHEDULE.

APPROXIMATE area of the piece of land taken: 10 acres 1 rood 15.4 perches.
Being portion of part Allotment 49, Parish of Mahurangi.

Situated in Block VII, Mahurangi Survey District (Auckland R.D.). (S.O. 26185.)

In the North Auckland Land District; as the same is more particularly delineated on the plan marked P.W.D. 83552, deposited in the office of the Minister of Public Works at Wellington, and thereon coloured red.

SECOND SCHEDULE.

MEMORANDUM of agreement made the first day of February one thousand nine hundred and twenty-two between Wilsons (N.Z.) Portland Cement Limited a duly incorporated company having its registered office at Auckland in the Provincial District of Auckland in New Zealand (hereinafter called "the company" which expression shall where the context so requires or admits be deemed to mean include and bind the company and its successors and assigns) of the one part and Ernest Hall of Warkworth in the Provincial District of Auckland aforesaid Farmer (hereinafter called "the purchaser" which expression shall where the context so requires or admits be deemed to mean include and bind the said Ernest Hall his executors administrators and assigns) of the other part Whereby it is agreed as follows:—

1. The company agrees to sell and the purchaser agrees to purchase all that piece or parcel of land more particularly described in the Schedule hereunder written and delineated by the plan drawn hereon edged red together with all the rights and appurtenances thereunto belonging at or for the price or sum of one thousand and seventy-two pounds ten shillings of which sum the company hereby acknowledges to have received the sum of fifty pounds

2. The purchaser shall pay to the company the balance of the said purchase-money in manner following that is to say two hundred pounds on the thirty-first day of December one thousand nine hundred and twenty-three and the remainder namely the sum of eight hundred and twenty-two pounds ten shillings on the thirtieth day of September one thousand nine hundred and thirty-one

3. The purchaser shall pay to the company interest at the rate of six pounds per centum per annum from the thirtieth day of September one thousand nine hundred and twenty-one upon the balance of purchase-money from time to time owing by equal quarterly payments on the last days of December March June and September in each year the first of such payments to be made on the last day of December one thousand nine hundred and twenty-one

4. The purchaser shall be at liberty on the execution of these presents to enter into the occupation and possession of the said premises or any part thereof

This Clause has been deleted.—G. E., A. E. W., F. W. W.

5. The company will pay all rates taxes and outgoings payable in respect of the said premises up to the thirtieth day of September one thousand nine hundred and twenty-one after which the same shall be borne and paid by the purchaser

6. The purchaser shall during the continuance of this agreement insure and keep insured in the name of the company all buildings erected or that may hereafter be erected on the said land in some responsible insurance office to be nominated by the company against loss or damage by fire in the full insurable value thereof or to the amount owing from time to time hereunder and will at the request of the company

hand over and deposit with it the policy or policies issued for every such insurance and will seven days before the same respectively fall due and payable produce and hand over to the company the receipt or receipts for the annual premiums in respect of such insurance and in default thereof it shall be lawful for (but not obligatory upon) the company to insure and keep insured the said buildings as aforesaid and the purchaser shall on demand pay to the company all premiums and sums of money expended by it in or about every such insurance together with interest thereon at the rate of eight pounds per centum per annum to be computed from the time or respective times of advancing the same and until repaid all such sums of money with interest thereon as aforesaid shall be a charge upon the said lands and hereditaments in addition to the said purchase-money and all sums of money received under or by virtue of any such insurance against fire as aforesaid shall be forthwith applied in or towards rebuilding reinstating and repairing the buildings or building for the destruction or damage whereof such moneys may be received

7. The purchaser shall and will during the continuance of this agreement keep and maintain the said premises and all buildings fences hedges gates ditches drains and all other erections and improvements that now are or may hereafter be made or erected on the said land in good clean and substantial repair order and condition

8. The purchaser will keep the said land free and clear of all gorse briar brambles Californian and Canadian thistles and other noxious vegetation and from rabbits and will comply with and indemnify the company against all liability under the provisions of the Noxious Weeds Act 1908 and every statutory amendment or modification thereof for the time being subsisting

9. The company reserves to itself its successors and assigns—

(a) The right to carry on its business as a cement-manufacturer at its manufactory or at any other factory or works that may be established by the company on its property at Mahurangi being allotments thirty-eight and forty-seven and parts of allotments forty-six forty-eight forty-nine sixty-seven sixty-eight sixty-nine and seventy of the Parish of Mahurangi in the usual way and without interference from the purchaser his executors administrators or assigns and to discharge and let escape aerially over and upon the piece of land firstly above described from the smoke stacks chimneys and other parts of the said manufactory without let or hindrance and for all time hereafter smoke soot ashes fine sand portland cement dust clinker hydraulic lime and other lime dust and other like matter and noxious fumes and vapours created and arising and escaping from the smoke stacks chimneys and other parts of the said manufactory in the ordinary course of the quarrying and mining of limestone and other rock and the crushing burning grinding manufacture and preparation for sale by the company of Portland cement clinker hydraulic and other limes and other similar substances or materials without being liable or responsible for any damage that may be occasioned thereby to the land described in the Schedule hereto and such aerial discharge of smoke soot ashes fine sand Portland cement dust clinker hydraulic and other lime dust and noxious fumes and vapours as aforesaid shall in no wise be construed a nuisance now or hereafter and this reservation shall be and be deemed to be appurtenant to the property of the company above described being allotments thirty-eight and forty-seven and parts of allotments forty-six forty-eight forty-nine sixty-seven sixty-eight sixty-nine and seventy of the Parish of Mahurangi provided always and the company doth hereby for itself and its assigns covenant with the purchaser his executors administrators and assigns that the company and its assigns shall and will at all times thereafter use all reasonable efforts and adopt all reasonable means so as to cause as little inconvenience annoyance or injury as practicable to the purchaser and to the aforesaid land of the purchaser and to minimize the injurious effect to the purchaser and his said land of the company's operations in the course of the said business

(b) All limestone marl clay coal and other mineral stone or earth formations now being in upon or under the said land the sole right liberty and license to work quarry excavate or in other manner extract the same from the earth and also the right liberty and license at any time or from time to time to erect plant and machinery on and tramways (aerial or otherwise) on or over the said land or any part thereof and from time to time to take down and remove and re-erect or reconstruct the same and from time to time hereafter to enter upon the said land with or without workmen and others and with or without horses carts or other vehicles and to pass and repass over the said land or any part thereof and to win remove and carry away and convert to its or their own use all such limestone marl clay coal mineral stone or earth formation which may be extracted from the said land provided that the company its successors and assigns shall do as little damage as possible to the surface of the said land or any buildings or