

improvements on the same and (subject as hereinafter mentioned) any damage so caused and the amounts to be paid in respect of any temporary or permanent loss of the use of the said land through or by the exercise of the rights hereby conferred shall be the subject of compensation to be paid by the company its successors or assigns and to be ascertained if the parties cannot otherwise agree by arbitration of two arbitrators one to be appointed by the company and the other by the purchaser such arbitration to be conducted in accordance with the provisions of the Arbitration Act 1908 such compensation however as regards land used or taken as aforesaid shall in no case exceed a sum which will bear the same proportion to the total purchase-money paid to the company for the whole of the said land as the area of the land so used and taken bears to the total area sold to the purchaser and as regards buildings shall be limited to and assessed and payable only in respect of one dwellinghouse and farm buildings erected on such land

(c) The full and free right for all time of entering upon and passing and re-passing with or without horses carriages carts and other vehicles at all times over the said land to and from any other adjoining land belonging to the company or over or in respect of which the company may have or possess any right easement or grant to the end and intent that the right of way herein reserved shall enable the company to exercise without hindrance the right easement or grant vested in it over or in respect of such other land and obtain the full benefit and advantage therefrom

(d) The right liberty and license to take and convert to its own use the water from all or any of the streams running over or through the said land and to enter upon the said land at all times for the purpose of taking such water and to erect upon the said land any plant or machinery water-pipes or races in such manner as may be considered advisable for the purpose of taking and conducting such water and to enter on such land from time to time for the purpose of inspecting renewing repairing relaying or removing any of such pipes or water-races and it is hereby agreed and declared that the provisions of this section including the right of entry herein granted shall *mutatis mutandis* apply to any machinery plant water-pipes or water-races already existing on the said land provided that in the exercise of this right the company shall not deprive the purchaser of such amount of water as the purchaser shall require for all his own reasonable domestic purposes as occupant of such land

10. The company shall upon payment by the purchaser in manner aforesaid of the whole of the said purchase-money and interest that may be due and owing thereon execute to the purchaser at his request a proper conveyance transfer or other assurance of the said land free from encumbrances except as provided by clauses nine and eleven hereof such conveyance transfer or other assurance to be prepared by and at the expense of the purchaser

11. The company shall not be liable to erect or maintain or contribute towards the cost of erecting or maintaining any dividing or boundary fence between the said piece of land and any adjoining land owned by the company but this proviso shall not enure to the benefit of any purchaser of such adjoining land from the company

12. In case the purchaser shall make default in payment of the balance of the said purchase-money on or before the thirtieth day of September one thousand nine hundred and thirty-one or of the interest thereon at the times and in manner hereinbefore appointed and provided for payment thereof or within twenty-eight days thereafter respectively or in case the purchaser shall fail or neglect to observe and perform the several agreements on his part contained in these presents then in any of such cases it shall be lawful for the company at its option to enforce this present sale and in such case the whole of the unpaid purchase-money and interest shall then be due and at once payable or rescind this agreement in which case all moneys theretofore paid shall be forfeited to the company as and for liquidated damages or to resell the said land at such times and places and in such manner upon credit or for cash by public auction or private contract as it shall think fit and in case of a resale the increase (if any) in the purchase-money shall be retained by the company and the deficiency (if any) shall be made good by the purchaser and be recoverable as liquidated damages

13. In case this agreement shall be rescinded under the power in that behalf contained in the preceding paragraph hereof the purchaser shall immediately on being requested so to do by the company by notice in writing signed by it and served upon the purchaser either personally or by being affixed to some conspicuous part of the said premises deliver up to the company possession of the said land and premises and the purchaser shall on every such default and after service of such notice have no right title or license whatsoever to remain in possession of the said land and premises or any part thereof and it shall be lawful for the company at any time

thereafter to take possession as it would be lawfully entitled to do if the purchaser had been a person in possession of the said land and premises without right title or license

14. Time shall be of the essence of this contract

In witness whereof these presents have been executed by and on behalf of the said parties

THE SCHEDULE

All that piece or parcel of land situated in the provincial district of Auckland containing seventy-one acres two rods more or less being part of allotments forty-eight and forty-nine of the parish of Mahurangi as delineated by the plan drawn hereon edged red and being part of the land comprised in certificate of title volume 177 folio 76 of the Register Book at Auckland

The common seal of Wilsons (N.Z.) Portland Cement Limited was hereto affixed in the presence of—

GEORGE ELLIOTT, } Directors.
A. E. WILLIAMS, }

F. W. WILSON, Secretary.

Signed by the said Ernest Hall in the presence of
V. W. HOLDEN, Solicitor, Warkworth—

ERNEST HALL.

Given under the hand of His Excellency the Governor-General of the Dominion of New Zealand, and issued under the Seal of that Dominion, this 22nd day of March, 1932.

J. G. COATES, Minister of Public Works.

GOD SAVE THE KING!

(P.W. 52/117.)

Land taken for the Purposes of a Road in Blocks VII and XI, Otamatea Survey District, Otamatea County.

[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 Schedule hereto is hereby taken for the purposes of a road: and I do also declare that this Proclamation shall take effect on and after the eleventh day of April, one thousand nine hundred and thirty-two.

SCHEDULE.

APPROXIMATE area of the piece of land taken: 8 acres 0 roods 21 perches.

Being portion of Nukuroa No. 2B, Section 5.

Situated in Blocks VII and XI, Otamatea Survey District (Auckland R.D.). (S.O. 26367.)

In the North Auckland Land District; as the same is more particularly delineated on the plan marked P.W.D. 83699, deposited in the office of the Minister of Public Works at Wellington, and thereon coloured red.

Given under the hand of His Excellency the Governor-General of the Dominion of New Zealand, and issued under the Seal of that Dominion, this 22nd day of March, 1932.

J. G. COATES, Minister of Public Works.

GOD SAVE THE KING!

(P.W. 33/1472.)

Boundaries of Johnsonville Town District altered.

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

A PROCLAMATION.

IN pursuance and exercise of the powers and authorities conferred on me by the Town Boards Act, 1908, and of all other powers and authorities enabling me in that behalf, I, Charles, Baron Bledisloe, the Governor-General of the Dominion of New Zealand, do hereby proclaim and declare that the boundaries of the Town District of Johnsonville shall be altered by including therein the area described in the First Schedule hereto, such area being now portion of the County of Makara; and that the boundaries of the said town district, with such alteration as herein provided for, shall be those described in the Second Schedule hereto.