

Reprint
as at 1 November 2010

**Auckland Transport Board
Empowering Act 1934**

Local Act 1934 No 12
Date of assent 13 November 1934

Auckland Transport Board Empowering Act 1934: repealed, on 1 November 2010, by section 113(1) of the Local Government (Auckland Transitional Provisions) Act 2010 (2010 No 37).

Contents

	Page
Title	2
Preamble	2
1 Short Title	3
2 Interpretation	3
3 Alteration of representation by reason of merger, union, division, or other alteration	3
4 Section 5 of Auckland City Empowering Act 1932-33 amended [<i>Repealed</i>]	4
5 Validating a certain agreement and authorizing Board to make similar agreements	4

Note

Changes authorised by section 17C of the Acts and Regulations Publication Act 1989 have been made in this eprint.

A general outline of these changes is set out in the notes at the end of this eprint, together with other explanatory material about this eprint.

6	Authority to use certain sinking funds and to raise special loans for the purchase of certain debentures	4
7	Saving of other powers	6
	Schedule	6

An Act to empower the Governor-General to make Provision for the Alteration of Representation of any Constituency on the Auckland Transport Board; to authorize the said Board to adopt a System of Voting at Elections by the Marking of a Cross; to validate a certain Agreement made between the said Board of the one Part and Thomas Henry Bonnett and Others of the other Part regarding the Running of certain Motor-omnibus Passenger-services and to authorize the said Board to make Similar Contracts; and to authorize the Use of certain Sinking Funds and the Raising of Special Loans for the purchase of certain Debentures.

Preamble

WHEREAS there is no provision under the Auckland Transport Board Act 1928, or any amendment thereof, for the alteration of representation of any constituency on the Auckland Transport Board which may be necessary by reason of any merger, union, division, or any other alteration of any constituent district, and it is desirable to empower the Governor-General to make such provision: And whereas pursuant to section five of the Auckland City Empowering Act 1932-33, the Auckland City Council has passed a resolution determining that at elections for Mayor and Councillors of the City of Auckland and at all polls taken by the Council the method of voting shall be marking a cross: And whereas, in order to avoid as far as possible a dual system of voting in any one district, it is desirable to authorize the Board to adopt for elections and polls in the Auckland Transport District and also certain other local authorities the system of voting by marking a cross instead of striking out names or words: And whereas it is desirable to validate a certain agreement made between the Board of the one part and Thomas Henry

Bonnett and others of the other part, and to authorize the Board to make similar contracts: And whereas by section two of the Auckland Transport Board Empowering Act 1932-33, the Board was authorized to purchase certain debentures of loans raised by the Auckland City Council: And whereas it is desirable to authorize the Board to use certain sinking funds, and, if necessary, to raise a special loan or loans for the purpose of enabling the Board to purchase such debentures:

1 Short Title

This Act may be cited as the Auckland Transport Board Empowering Act 1934.

2 Interpretation

In Act, if not inconsistent with the context,—

Board or Transport Board means the Auckland Transport Board constituted under the Auckland Transport Board Act 1928.

Constituent District means any city, borough, town district, county, or road district situated wholly or partly within and forming part of the Auckland Transport District as constituted under the Auckland Transport Board Act 1928

Constituency means a portion of the Auckland Transport District whose electors are entitled to return one or more members of the Board.

3 Alteration of representation by reason of merger, union, division, or other alteration

Whenever any constituency district ceases to form a portion of any constituency or is transferred in whole or part from one constituency to another by reason of any merger, union, division, or other alteration of such constituent district, the Governor-General may at any time, by proclamation published in the *Gazette*, with the approval of the Minister of Transport, make such provision for an alteration in the representation of

any such constituency or constituencies on the Board as he thinks fit:

Provided always that any such alteration shall only take effect at the next succeeding election of members of the Board, and that the number of members of the Board shall in any case remain at ten.

4 Section 5 of Auckland City Empowering Act 1932-33 amended

[Repealed]

Section 4 was repealed, as from 28 March 1941, by section 6 Local Elections and Polls Amendment Act 1941 (1941 No 2).

5 Validating a certain agreement and authorizing Board to make similar agreements

The agreement dated the tenth day of October nineteen hundred and thirty-three, and made between the Board of one part and Thomas Henry Bonnett, Joseph Bell, and Rupert Leslie Fenton of the other part, a copy of which is set out in the Schedule hereto, is hereby validated, and shall be deemed to have been validly made and entered into by the parties thereto.

The Board may subsidize or otherwise assist any motor-omnibus or similar service where the Board is of opinion that such service is beneficial to the undertaking carried on by the Board.

6 Authority to use certain sinking funds and to raise special loans for the purchase of certain debentures

- (1) This section applies to debentures originally issued by the Auckland City Council and in respect of which the said Council has been indemnified by the Board, and also to debentures issued by the Board, including in each case debentures which are not convertible in accordance with the provisions of the Local Authorities Interest Reduction and Loans Conversion Act 1932-33, but not including conversion debentures issued by the Board under the provisions of the Local Authorities Interest Reduction and Loans Conversion Act 1932-33.
- (2) The Board may from time to time require the Sinking Fund Commissioners (hereinafter in this section called the Commissioners) holding any sinking fund in respect of debentures to

which this section applies to apply such sinking funds in or towards the purchase of any such debentures, and the Commissioners shall make available and apply such sinking funds accordingly in such amounts and at such times as may be agreed on by and between the Board and the Commissioners.

- (3) Should the Board and the Commissioners be unable to agree as to the payments provided for in the last preceding subsection, then the Minister of Finance is hereby authorized and empowered to settle any difference or dispute, and the Commissioners shall act in accordance with the determination of the said Minister from time to time.
- (4) On the purchase of any such debentures by the Commissioners, the following provisions shall apply:—
 - (a) The said debentures shall cease to be an obligation of the Auckland City Council and shall become a direct obligation of the Board:
 - (b) The said debentures shall be payable as to principal and interest at the principal office of the Bank of New Zealand in Auckland, and such debentures shall become subject to the provisions of the Local Authorities Interest Reduction and Loans Conversion Act 1932-33:
 - (c) The said debentures shall be held by the Commissioners as an investment of the sinking fund out of which the same were acquired respectively and shall be retained by the Commissioners until maturity.
- (5) The Board shall conduct the negotiations and make the arrangements for the purchase of the said debentures, and the Commissioners shall only be required (subject to the provisions of this section) to complete purchases arranged by the Board.
- (6) The Board may for the purpose of purchasing or completing the purchase of any debentures to which this section applies raise a special loan or loans under the provisions of the Local Bodies Loans Act 1926, by special order and without taking the steps prescribed by sections nine to thirteen of that Act, but subject always to the consent of the Governor-General in Council given after the provisions of the Local Government Loans Board Act 1926, have been duly complied with.

7 Saving of other powers

The powers hereinbefore conferred are in addition to and not in substitution for any powers which the Board has under or by virtue of the Auckland Transport Board Act 1928, or any other Act.

Schedule**Preamble**

AGREEMENT made the 10th day of October 1933 between the Auckland Transport Board (hereinafter called “the Board”) of the one part and Thomas Henry Bonnett, Joseph Bell, and Rupert Leslie Fenton all of Auckland Motor Mechanics (hereinafter called “the Contractors”) of the other part Whereas the Board has for some time past been carrying on the omnibus services enumerated in the Schedule hereto pursuant to licenses issued under the Transport Licensing Act 1931 And whereas the Board has been making heavy losses on such services but it is considered desirable and in the Board’s interests that such services should be continued And whereas the Contractors have offered to provide all labour and materials other than motor-omnibuses for the carrying on of such services on condition that the Board will allow the Contractors to receive and retain the fares paid by passengers on the said services and will also pay to the Contractors a sum of four thousand nine hundred and sixty-eight dollars (\$4,968) per annum and the Board has agreed to accept such offer for the purpose of enabling it to continue such services at a lesser cost than has hitherto been possible Now this agreement witnesseth and it is hereby agreed by and between the parties hereto as follows:—

1

The Contractors shall during the term of this agreement provide and pay for all labour required in the carrying-on of the omnibus services mentioned in the Schedule hereto including the driving, servicing and repairing of the motor-omnibuses employed therein and also provide all petrol oil tires acces-

sories and supplies required for the said omnibuses, such omnibuses being provided by the Board and to be garaged and kept in the Board's garage at Avondale of which garage the Contractors shall have the exclusive use and control.

2

The Contractors shall at all times keep and maintain the said omnibuses in good and efficient running-order (fair wear-and-tear excepted) and from time to time as occasion shall require will paint repair and amend the same and supply such new parts and appliances as may be required.

3

The Contractors will take all necessary steps to ensure that the said services are duly carried out in strict accordance with the terms of the respective licenses therefor held by the Board and so as to secure to the Board the maximum tramway revenue to be derived from the carriage by tram of the passengers brought to the connecting-points by the bus services and the Contractors shall be responsible to the Board for any failure or neglect to so carry on the said services or any of them except so far as the same is occasioned by circumstances beyond the control of the Contractors their agents or servants.

4

The Contractors will keep full and complete records of all fares and moneys paid to them in connection with the running of the said services on such system and in such manner as the Board shall require and the Board shall at all times have free access to examine the same and make copies thereof or extracts therefrom and the Contractors shall at the end of every lunar month supply to the Board a statement giving the following information:—

Receipts—

Traffic

Sundry _____

Total.....		
Expenditure—		
Traffic		
Equipments.....		
Other expenses		
Total.....		

Live miles run:

5

Should the Board desire to provide one or more new omnibuses in place of any of its present omnibuses for the purpose of running any of the said services it shall be at liberty to do so and in any such case the Contractors shall pay to the Board in each year by four-weekly payments a sum equal to the annual amount which would be payable if the Contractors were purchasing such omnibus or omnibuses from the Board by payments spread over eight years at the cost price thereof to the Board plus interest on the unpaid balance from time to time at five per centum per annum calculated by half yearly rests, and if and when the Contractors shall have made eight such annual payments in respect of any omnibus the same shall be and become the property of the Contractors without further payment and any amount payable by the Contractors under this clause may be deducted by the Board from the amount payable by it to the Contractors under clause 7 hereof.

6

The Board shall be entitled to carry out the passenger ticket check and time-table and drivers waybill inspection on the said omnibuses at its own expense.

7

The Board shall so long as the Contractors continue to observe and perform their obligations hereunder pay as and when they

become due all amounts payable in respect of the said new omnibuses and services for license fees and plates, heavy traffic license fees, insurance premiums for insurance against fire and accident and claims by employees and third parties whether under the Workers' Compensation Act, the Employers Liability Act or any other statute or law in force in New Zealand and at common law and will also pay to the Contractors the sum of four thousand nine hundred and sixty-eight dollars (\$4,968) per annum payable by equal four-weekly payments during the continuance of this agreement the first payment to be made on the tenth day of November, 1933.

8

The Contractors shall take over and employ thirteen of the drivers at present employed by the Board on the said services and four of the Board's garage staff if the said employees are willing to work for the Contractors but the Contractors shall be entitled to make their own arrangements with all the said employees who shall be subject only to the directions of the Contractors and the Board shall have no control or responsibility in relation to the employees of the Contractors.

9

The Contractors shall be entitled to receive and retain all cash fares collected in the running of the said services and the Contractors and the Board shall be entitled to the proceeds of all combined tram and bus tickets sold either by the Board or the Contractors relating to the said services in the following shares and proportions:—

Route	Price of Ticket	No. of sections		Proportion	
		Tram	Bus	Board	Contractors
	¢			¢	¢
Block-house Bay	37	5	1	25	12

Route	Price of Ticket	No. of sections		Proportion	
Avondale.	35	4	1	25	10
Waikowhai	45	4	1	25	20

Provided that if during the term of this agreement the terms on which combined tram and bus tickets are sold are altered by the Board the shares of the proceeds of such tickets to which the Contractors and the Board shall be respectively entitled shall be in the same proportion as in the scale above set forth but provided further that the amount of the share of the Contractors shall not in any case be less than the amount stated in the above scale as the proportion of the Contractors. An adjustment in connection with the said combined tickets shall be made between the Board and Contractors at the end of each period of twenty-eight days.

The cost of printing of all combined tram and bus tickets shall be borne by the Board.

10

The holders of all yearly tickets or passes issued by the Board and available on the Board's buses shall be entitled to travel free on omnibuses used in the said services but in the event of any such holders being regular passengers on the said omnibuses the Board shall make a reasonable proportionate allowance therefor to the Contractors.

11

The Contractors shall be entitled to use the said omnibuses for race and similar traffic for which the Board holds licenses but the Contractors shall not run more than four omnibuses at any one time on such traffic and shall duly observe and comply with all the terms of any such licenses and the Contractors may also use the said omnibuses as contract vehicles when the same are not required for the purposes of the said services.

12

- (a) The Board shall be entitled to determine this contract if the Contractors shall fail to perform observe and keep any of the obligations of the Contractors contained or implied herein or if the Contractors shall make any breach or default in the observance of any terms or conditions imposed by the licensing authority in respect of any of the services mentioned herein or shall be guilty of a breach of any statutory provisions or regulations for the time being applicable thereto and such failure, breach or default shall endanger the continuance or renewal of any license held by the Board.
- (b) If the Contractors shall fail to observe perform and keep any of the obligations aforesaid or shall make any breach or default or be guilty as aforesaid of any breach and such failure, breach or default shall not be of such a nature as to endanger the continuance or renewal of any license held by the Board then the Contractors shall when called upon by the Board so to do immediately remedy such failure breach or default and pay such compensation as may be determined to be reasonable.

13

Should any difference or dispute arise between the Board and the Contractors concerning any matter or thing in connection with or arising out of this agreement then the same shall be referred to the sole arbitration and determination of Albert Edwin Ford, Manager of the Auckland Transport Board or if he shall not then be available to the determination of two arbitrators one appointed by the Board and one by the Contractors or of their umpire in accordance with the provisions of the Arbitration Act 1996.

The Arbitration Act 1908 (1908 No 8) was substituted, as from 1 July 1997, by a reference to the Arbitration Act 1996 pursuant to section 18 Arbitration Act 1996 (1996 No 99).

14

The term of this agreement shall be three years from the seventh day of October 1933 if the Board shall so long retain the requisite licenses for the said services and if the Contractors

shall have carried out their obligations hereunder to the satisfaction of the Board then the Board will not enter into a similar contract for a further term without giving the Contractors the opportunity of taking up such contract on the best terms that the Board is prepared to agree upon with any other party.

15

Nothing herein contained shall in any way limit or affect the rights and powers of the Auckland Transport Board as the Metropolitan Licensing Authority and such Authority may cancel or modify any license relating to any of the said services as freely and fully as if this agreement had not been made.

16

(a) It is admitted and agreed that the amount of four thousand nine hundred and sixty-eight dollars agreed to be paid by the Board to the Contractors is arrived at on the following basis:—

Route.	Miles pa	Allowance “¢” bm	Annual Allowance
			\$
Pt Resolution .	65,104	Nil
Shore Road	28,184	Nil
Blockhouse Bay	54,756	4¢	2,509 65¢
Avondale and Rosebank Road	69,940	5¢	2,497 00¢
Waikowhai and Green- woods Corner	26,520	6¢	1,547 00¢
	244,504	\$7,553 65¢

Estimated cost of—	\$
License fees and plates.....	74
License heavy traffic	1,530
Insurance, fire	100
Insurance, third party.....	264
Insurance, third party.....	222
Insurance, employees' indemnity.....	100
Insurance, employees' indemnity.....	36
	2,326
Allowance for use of garage.....	260
Amount payable to Contractors.....	4,968
	\$7,554

- (b) If any increase or decrease shall occur in the amount paid as above mentioned then the amount of such increase or decrease shall be deducted from or added to the amount to be paid to the Contractors as above mentioned as the case may be.
- (c) If there shall be any increase or decrease in the number of live miles run in any of the said services then the amount payable to the Contractors shall be increased or reduced on an equitable basis and applying the same methods of computation.

17

The Contractors shall be entitled to the exclusive use of the motor-omnibus equipment and tools of the Board now at its bus depot in Gaunt Street, Auckland, and the Contractors shall keep the same in good order and condition and so yield and deliver up the same upon the determination of this agreement.

18

If during the term of this agreement any one of the said Thomas Henry Bonnett, Joseph Bell and Rupert Leslie Fenton shall die then the survivors of them shall be entitled and shall be obliged to carry out the obligations of the Contractors hereunder and all the provisions of this agreement shall apply to the said survivors as they would have applied to the Contractors had the deceased contractor not died during the term of the agreement.

In witness whereof these presents have been executed.

THE SCHEDULE

License Number.	Points of Commencement and Termination of Service.
No 5	Point Resolution to Commerce Street (Auckland).
No 6	Blockhouse Bay to Avondale.
No 7	Avondale to Point Chevalier Hall Corner.
No 8	Rosebank Road to Point Chevalier Hall Corner.
No 9	Waikowhai Park to Greenwoods Corner via Three Kings Tramway Terminus.
No 10	Victoria Avenue to Commerce Street (Auckland).

References to “four thousand nine hundred and sixty-eight dollars” and “\$4,968” substituted for references to “two thousand four hundred and eighty-four pounds” and “£2,484”, wherever these occur, as from 10 July 1967, pursuant to section 7(1) Decimal Currency Act 1964 (1964 No 27).

The decimal currency references in the Schedule were substituted for the previous references, as from 10 July 1967, pursuant to section 7(1) Decimal Currency Act 1964 (1964 No 27).

Signed by the said Thomas Henry Bonnett
in the presence of—Wm R Tuck, Solicitor, } T H BONNETT.
Auckland.

Signed by the said Joseph Bell in the
presence of Wm R Tuck, Solicitor, } J BELL.
Auckland.

Signed by the said Rupert Leslie Fenton in
the presence of—Wm R Tuck, Solicitor, } R L FENTON.
Auckland.

The Common Seal of the Auckland
Transport Board was hereto affixed
pursuant to a resolution passed at a
meeting of the said Board in the presence
of— } [LS]

E H POTTER, Deputy Chairman.

W H NAGLE, Member.

W StJ CLARKE, Secretary.

Contents

- 1 General
 - 2 About this eprint
 - 3 List of amendments incorporated in this eprint (most recent first)
-

Notes**1 General**

This is an eprint of the Auckland Transport Board Empowering Act 1934. The eprint incorporates all the amendments to the Act as at 1 November 2010. The list of amendments at the end of these notes specifies all the amendments incorporated into this eprint since 3 September 2007.

Relevant provisions of any amending enactments that contain transitional, savings, or application provisions that cannot be compiled in the eprint are also included, after the principal enactment, in chronological order.

2 About this eprint

This eprint has not been officialised. For more information about eprints and officialisation, please see <http://www.pco.parliament.govt.nz/eprints/>.

**3 List of amendments incorporated in this eprint
(most recent first)**

Local Government (Auckland Transitional Provisions) Act 2010 (2010 No 37):
section 113(1)
