

New Zealand.

## ANALYSIS.

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| <p>Title.</p> <p>1. Short Title.</p> <p>2. Power to accept surrender of leases and grant new leases.</p> | <p>3. Agreement with D. L. Nathan validated. Schedules.</p> |
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1916, No. 4.—*Local and Personal.*

Title. AN ACT conferring certain Powers on the Mayor, Councillors, and Citizens of the City of Auckland (hereinafter called the Council). [7th August, 1916.]

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

Short Title.

1. This Act may be cited as the Auckland City Parks Improvement and Empowering Act, 1916.

Power to accept surrender of leases and grant new leases.

2. For the purpose of enlarging and improving Victoria Park in the City of Auckland it shall be lawful for the Council to do all or any of the following acts, matters, and things:—

- (a.) To arrange for the surrender of the existing leases from the Auckland Harbour Board of any part or parts of the land described in the First Schedule hereto, which surrenders the said Auckland Harbour Board (hereinafter called the Board) is hereby authorized and empowered to accept:
- (b.) To obtain from the Board a lease or leases of any part or parts of the land described in the said First Schedule upon such terms and at such rental as may be agreed upon between the Council and the Board, which leases the Board is hereby authorized and empowered to grant without putting the same up to public auction or tender:
- (c.) To grant to any lessee of any part of the lands described in the said First Schedule, or any sublessee or assignee of such lessee, a lease of any part of the lands firstly or secondly described in the Second Schedule hereto at such rent and upon such terms and conditions as may be agreed on between the Council and the proposed lessee.

3. The agreement set out in the Third Schedule hereto is hereby validated, and the Council shall be deemed to have been authorized to enter into the same, and it is hereby empowered to carry the provisions thereof into effect, and to lay out and accept dedication of the road or roadways therein mentioned upon and subject to the terms and conditions therein set out, which shall have the force and effect of law.

Agreement with  
D. L. Nathan  
validated.

## SCHEDULES.

Schedules.

### FIRST SCHEDULE.

ALL those pieces or parcels of land being Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22 of a subdivision by the Auckland Harbour Board of land reclaimed from the sea in Freeman's Bay, and situated in Pattison Street, in the City of Auckland, adjoining the Victoria Park; as shown on a plan deposited in the Lands and Survey Office, at Auckland, and numbered 18913.

### SECOND SCHEDULE.

FIRSTLY, all that piece or parcel of land, containing 1 rood 8·85 perches, more or less, being part of Allotment 23 of Section 24 of the City of Auckland; as shown on the said plan No. 18913.

Secondly, all that piece or parcel of land, containing 22·2 perches, more or less, being part of Lot 5 of Section 19, in the City of Auckland; as shown on a plan deposited in the Lands and Survey Office, at Auckland, and numbered 18930.

### THIRD SCHEDULE.

AGREEMENT made the sixteenth day of May one thousand nine hundred and sixteen between David Laurence Nathan of Auckland in the Provincial District of Auckland in New Zealand merchant (hereinafter called "the owner") of the one part and the Mayor Councillors and Citizens of the City of Auckland (hereinafter called "the Council") of the other part Witnesseth and it is hereby declared and agreed by and between the parties hereto as follows :—

1. The owner shall subject as hereinafter contained grant to the Council a right-of-way in perpetuity over a strip of land twenty feet wide running from Karangahape Road to the new road hereinafter mentioned in the position shown on the plan drawn hereon and thereon marked "right-of-way" subject to the right of the owner or his assigns from time to time to build over the said right-of-way at a height of not less than eighteen feet and from time to time to excavate and build under the said right-of-way.

2. The owner shall forthwith upon the grant of such right-of-way form the same and the surface thereof to the approval of the Council and the Council shall thereafter maintain the surface of the said right-of-way and regularly provide such artificial light as may be required. Gates shall be provided at each end of the said right-of-way and maintained by the Council and shall if so required by the owner or his assigns be closed by the Council each day between 10 p.m. and sunrise of the following day. Provided that the Council may on special occasions under proper surveillance keep such gates open till a later hour than 10 p.m. and that a

proper and sufficient wicket entrance from Karangahape Road for the benefit of tenants and occupiers of premises abutting on such right-of-way shall be provided and maintained by the Council. Provided further that the supply of keys and the maintenance of locks and all responsibility for the closing of such wicket shall be borne by the owner.

3. The owner shall convey to the Council the area of land adjoining Myers Park and containing about three-quarters of an acre shown tinted yellow on the plan drawn hereon but such land shall for all time be kept free from buildings of any description. In the event of any building being erected upon the said land and the Council failing within three calendar months after notice from the owner to pull down and remove the same the owner shall be entitled in addition to any other remedy he may have to require the said land to be retransferred to and revested in him or his assigns.

4. The owner shall be entitled at any time before possession is given and taken to remove from the said land any plants or shrubs he may require.

5. The Council shall at its own expense fence the said land where it adjoins the property of the owner or the road hereinafter mentioned with an ornamental iron fence of similar design to that on the Princes Street frontage of the Albert Park or the Domain Gardens.

6. The existing roadway about ten feet wide known as Pitt Terrace and running from Pitt Street to the road mentioned in clause 7 hereof as shown on the plan drawn herein tinted pink and marked "Pitt Terrace" shall upon this agreement becoming operative be and be deemed to be a public road or street and shall vest in the Council as such.

7. The owner shall if the trustees of the Pitt Street Methodist Church concur in so doing dedicate as a public road or procure the dedication of the strip of land running from the bottom of Pitt Terrace above mentioned to the eastern boundary of the property of the owner as shown on the said plan tinted pink and blue and marked "new road" or shall otherwise consent without compensation to its being taken under the Public Works Act 1908 for a public road or street. And the Council shall provide an entrance to Myers Park from the said new road at a point immediately opposite the end of the right-of-way mentioned in clause 2 hereof.

8. The Council shall accept dedication of the roads mentioned in paragraphs 6 and 7 hereof and also of all further lands adjoining Pitt Terrace aforesaid which may be offered to the Council for increasing the width thereof and all owners of properties abutting on the said roads or either of them shall be entitled to subdivide sell build on or otherwise use or deal with such properties or any part or parts thereof respectively as if such roads were and such roads shall be deemed for all purposes to be sixty-six feet wide and the provisions of section 117 of the Public Works Act 1908 or of any statutory modification thereof or substitution therefor shall not apply to the said roads or either of them.

9. The owner or his assigns shall be entitled at his or their own expense to carry the drainage from the properties of the owner abutting on Myers Park to any sewer running through the said park. Provided that any drains shall be laid where and as directed by the Council and all work shall be done to its satisfaction.

10. The Council shall pay all costs of survey and deeds required to carry this agreement into effect.

11. This agreement is only to become operative if and when the owner shall sell the property known as Saint Kevens or a substantial portion thereof or building operations other than repairs or reinstatement of present buildings thereon of a cost of over one hundred pounds shall be commenced upon such property and when the Council and the owner have agreed upon plans and specifications for the laying-out and forming of the right-of-way mentioned in clause 2 hereof and of the roads mentioned in clauses 6 and 7 hereof and failing such agreement within six months from the passing of the necessary legislation this agreement shall be absolutely null and void.

12. Upon this agreement becoming operative and upon the Council obtaining the concurrence of the trustees of the Pitt Street Methodist Church to the dedication of the road mentioned in clause 7 hereof the owner shall convey to the Council the land mentioned in clause 3 hereof and give possession thereof to the Council and shall dedicate or enable the dedication of the roads mentioned in clauses 6 and 7 hereof and the Council shall lay out and form such roads in accordance with the plans and specifications agreed upon by the Council and the owner as mentioned in clause 11

hereof and shall erect the fence mentioned in clause 5 hereof all of which work shall be completed within twelve months from the date that the agreement becomes operative.

13. Upon completion of the works mentioned in the last preceding clause the owner will grant the right-of-way mentioned in clause 1 hereof and form the same as in such clause provided.

14. This agreement is entered into by the Council subject to its obtaining legislative powers to carry the same into effect which power it undertakes to do its best to obtain but should the same not be obtained within three years from the date hereof this agreement shall be and become absolutely null and void.

In witness whereof the parties have hereunto subscribed their names.

Witness to the signature of the said David  
Laurence Nathan—  
EDWARD N. RUSSELL,  
Solicitor,  
Auckland.)

DAVID L. NATHAN.