

Auckland Harbour Board and other Local Bodies Empowering Act 1931

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An Act to validate an Agreement entered into between the Auckland Harbour Board and the Corporation of the Mayor, Councillors, and Citizens of the City of Auckland relating to the Orakei Waterfront Road, and also an Agreement entered into between the Auckland and Suburban Drainage Board and the Corporation of the Mayor, Councillors, and Citizens of the City of Auckland relating to the Orakei Waterfront Road and the Sewage-tanks; and to confer Additional Powers upon the Auckland Harbour Board and the Corporation of the Mayor, Councillors, and Burgesses of the Borough of Takapuna, and the Corporation of the Mayor, Councillors, and Burgesses of the Borough of Northcote, respectively.

Preamble.

WHEREAS His Majesty the King by agreement with the City Corporation, and with the consent of the Board, has constructed a road known as the Orakei Waterfront Road and embankments supporting such road over and upon certain lands belonging to and vested in the Board: And whereas the Board has agreed to transfer to or to consent to the acquisition by the City Corporation of the lands upon which such road is constructed, together with a strip of land on which a portion of the embankment on the northern side of such road is constructed: And whereas the other portions of the embankments supporting such road are also constructed on adjoining land of the Board: And whereas the Board and the City Corporation by deed dated the twenty-third day of June, nineteen hundred and thirty-one, and made between the City Corporation and the Board, a copy of which is set out in the First Schedule to this Act, have covenanted and agreed with each other as to the respective rights, liabilities, and obligations of the Board and the City Corporation respecting the acquisition of such road, the support of such road by the embankments thereto, the reservation of riparian rights to the Board, and such other matters as are referred to in such deed: And whereas the Board and the City Corporation are desirous of obtaining legislative authority to validate and confirm such deed, and such of the subject-matters of such deed as have been done or performed, and to authorize and empower the Board and the City Corporation to carry out and perform the terms and conditions of such deed: And whereas that portion of the said Orakei Waterfront Road, situated on the foreshore of the eastern boundary of Okahu Bay runs along the surface of the sewage-tanks of the Auckland and Suburban Drainage Board: And whereas the Drainage Board has agreed to the acquisition by the City Corporation of the said sewage-tanks and the lands upon which the same are situated for the purposes of a public street and highway in connection with the said Orakei Waterfront Road: And whereas by deed dated the second day of July, nineteen hundred and thirty-one, made between the Drainage Board of the one part and the City Corporation of the other part, a copy of which is set out in the Second Schedule hereto, the Drainage Board and the City Corporation have agreed with each other as to the continuance of the use of the said tanks by the Drainage Board and as to such other matters as are referred to in such deed: And whereas the Drainage Board and the City Corporation are desirous of obtaining legislative authority to validate and confirm the said deed, and such acts and deeds as have been done or performed thereunder,

and to authorize and empower the Drainage Board and the City Corporation to carry out and perform the terms and conditions of such deed: And whereas the Board is desirous of transferring to the City Corporation an area of two acres two roods and eight and seven-tenths perches, situated at the junction of the Orakei Waterfront Road and the North Island Main Trunk Railway, in Hobson Bay, to be held by the City Corporation as a plantation reserve: And whereas the Board is desirous of leasing to the Auckland Electric-power Board an area adjoining the power-station site near King's Wharf, City of Auckland, for the purpose of extensions to such power-station: And whereas the Board is desirous of leasing to the Corporation of the Mayor, Councillors, and Burgesses of the Borough of Northcote that portion of the bed of the Auckland Harbour known as Onepoto Basin, near Northcote, to be held by such Corporation as a reserve for recreation purposes: And whereas the Corporation of the Mayor, Councillors, and Burgesses of the Borough of Takapuna is desirous of leasing to the Board an area at the seaward end of St. Leonard's Road, Takapuna, as a site for a control station for Rangitoto beacon: And whereas the Board is desirous of being empowered to change the place of payment of the principal moneys and interest payable under debentures issued as security for loans:

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 Auckland Harbour Board and other Local Bodies Empowering Act, 1931.

2 Interpretation.

In this Act, if not inconsistent with the context,—

“The Board” means the Auckland Harbour Board:

“The City Corporation” means the Mayor, Councillors, and Citizens of the City of Auckland:

“The Drainage Board” means the Auckland and Suburban Drainage Board:

“The Takapuna Borough” means the Mayor, Councillors, and Burgesses of the Borough of Takapuna:

“The Northcote Borough” means the Mayor, Councillors, and Burgesses of the Borough of Northcote.

3 Validating deed of agreement between the Auckland Harbour Board and Auckland City Council with respect to Orakei Waterfront Road.

The deed made between the City Corporation and the Board and dated the twenty-third day of June, nineteen hundred and thirty-one, a copy of which is set out in the First Schedule hereto, is hereby validated and confirmed, and the Board and the City Corporation respectively shall always be deemed to have had authority and power to execute the same, and to have done and performed

such of the subject-matters as has been done and performed, and are hereby authorized and empowered to carry out, perform, fulfil, and keep each and all and every of the terms and conditions in such deed specifically set forth, anything in any Act to the contrary notwithstanding.

4 Validating deed of agreement between Auckland City Council and Auckland and Suburban Drainage Board with respect to sewage-tanks.

The deed made between the Drainage Board and the City Corporation and dated the second day of July, nineteen hundred and thirty-one, a copy of which is set out in the Second Schedule hereto, is hereby validated and confirmed, and the Drainage Board and the City Corporation respectively shall always be deemed to have had authority and power to execute the same and to do and perform such acts, matters, and deeds as have been done and performed thereunder, and are hereby authorized and empowered to carry out, perform, fulfil, and keep each and all and every of the terms and conditions in such deed specifically set forth, anything in any Act to the contrary notwithstanding.

5 Authorizing the Auckland Harbour Board to transfer to Auckland City Council area in Hobson Bay for a plantation reserve.

The Board is hereby authorized and empowered to transfer and assure to the City Corporation an area of two acres two roods and eight and seven-tenths perches, situated at the junction of the Orakei Water-front Road and the North Island Main Trunk Railway, in Hobson Bay, such land to be vested in the City Corporation as a plantation reserve, a plan of which area has been deposited at the office of the Chief Surveyor at Auckland, and numbered 26421.

6 Authorizing the Auckland Harbour Board to lease to Auckland Electric-power Board additional area for power-station.

Notwithstanding the provisions of the Harbours Act, 1923, the Board is hereby authorized and empowered to lease to the Auckland Electric-power Board, for such term at such rental and upon such conditions as the Board and the Auckland Electric-power Board may determine, portion of the land in Crown grant 4 D.436, containing one and eighty-three hundredths perches, being portion of the reclamation from the sea in Mechanics Bay, Auckland Harbour, a plan of which land has been deposited at the office of the Chief Surveyor at Auckland under Number 26427.

7 Authorizing the Auckland Harbour Board to lease Onepoto Basin to Northcote Borough Council.

Notwithstanding the provisions of the Harbours Act, 1923, the Board is hereby authorized and empowered to lease for a term of fifty years from the date of the passing of this Act to the Northcote Borough for recreation purposes, at such rental and upon such terms and conditions as the Board and the Northcote Borough may determine, portion of Shoal Bay, in the Auckland Harbour, known as

Onepoto Basin, and being portion of the land in certificate of title, Volume 355, folio 147, Auckland Registry, and comprising approximately forty-six acres three roods, a plan of which area has been deposited at the office of the Chief Surveyor at Auckland, under Number 26425.

8 Authorizing Takapuna Borough Council to lease to the Auckland Harbour Board control-station site for Rangitoto beacon.

The Takapuna Borough is hereby authorized and empowered to lease to the Board an area containing thirty-four hundredths of a perch at the seaward end of St. Leonard's Road, a street in the Borough of Takapuna, a plan of which area is deposited at the office of the Chief Surveyor at Auckland, under Number 26423, for the purpose of a site for the erection of a control station for Rangi-toto beacon, and such lease shall be for such term, at such rental, and upon such terms and conditions, including rights of renewal as may be agreed upon between the Takapuna Borough and the Board; and the powers hereby vested in the said Takapuna Borough shall be exercisable notwithstanding the existence of any trust or purpose upon which the said land may now be vested in the said Takapuna Borough.

9 Payment of principal moneys and interest on debentures.

The Board is hereby empowered, at the request of the bearer for the time being of any debenture or debentures issued as security for any loan or loans, and subject to the concurrence of the Minister of Finance, to change the place of payment of the principal moneys and the interest payable under such debenture or debentures from the place stated in such debenture or debentures as being the place of payment of the principal moneys and interest to such place as shall be agreed upon between the Board and the bearer of any such debenture or debentures and to endorse or enface any such debentures and coupons attached thereto with notice of such change of place of payment, and upon such endorsement or enfacement being made the principal moneys and interest payable under any such debentures or coupons shall be payable at the place named in such endorsement or enfacement.

SCHEDULES**FIRST SCHEDULE**

This Deed made the 23rd day of June one thousand nine hundred and thirty one Between The Auckland Harbour Board (hereinafter called "the Board") of the one part and the Mayor Councillors and Citizens of the City of Auckland (hereinafter called "the Corporation") of the other part Whereas His Majesty the King has by and with the consent of the Board and the Corporation constructed a road with a surface width of eighty feet known as the Orakei Waterfront Road (hereinafter called "the Road") over and upon certain lands belonging to and vested in the Board And whereas for the purpose of supporting and protecting the said Road where it is not otherwise supported or protected by the foreshore or Railway works His Majesty the King has constructed embankments of rock and other material on either side of the Road which embankments on the Northern side are faced with stone (hereinafter called "the batter") And whereas the Board has agreed to transfer to the Corporation or to consent to its taking by Proclamation a strip of land eighty feet wide upon which the Road is constructed together with an additional area twenty feet wide on the Northern side of the Road upon which is constructed part of the said embankment (which lands are hereinafter called "the resumed lands") And whereas the measurements areas and descriptions of the said lands are shown on Plans deposited in the Office of the Lands Department at Auckland as Numbers 25681 25683 and 25685 And whereas the area on the Northern side of the Road agreed to be transferred to the Corporation is intended as a Reserve for the purpose of widening the Road at any future time And whereas for the purpose of allowing the natural flow of the tidal waters to and from the land in Hobson Bay vested in the Board two bridges have been constructed at selected points in the course of the Road and over parts of the resumed lands And whereas the Board and the Corporation are desirous of entering into this Agreement for the purpose of defining and regulating their respective rights and liabilities with respect to the Road and the embankments thereto Now this deed witnesseth and it is hereby covenanted declared and agreed by and between the Board and the Corporation as follows each party agreeing and covenanting for itself and not for the other

1. The Board doth hereby grant to the Corporation the right liberty and license as hereinafter set out to use all that the area of land being a strip running along the whole of the Northern side of the resumed lands and a strip running along the Southern side of the resumed lands from the junction of the Road with the Main Trunk Railway to Hobson Point the said strips of land being of irregular width and extending to the foot of the embankment from the boundaries of the resumed lands
2. The grant above mentioned shall entitle the Corporation to enter upon the said land by all convenient means and at all times and there to carry out such work as may be deemed necessary for the purpose of constructing repairing

- maintaining or renewing any part or parts of the embankment and at all times to use and enjoy the land or lands upon which the foundation or base of the embankment rests for the purpose of such embankment and the support thereof or therefrom for the Road
3. The Corporation will at all times maintain and keep the embankment and batter mentioned in the previous paragraph hereof as also the embankment and batter on the resumed lands in good repair order and condition and will at the request of the Board and at the Corporation's expense carry out any such repairs or maintenance as may be necessary
 4. The Corporation shall not be deemed to have acquired any riparian rights by virtue of the grant herein contained or the agreement to transfer the resumed lands or the consent to the acquisition of the same as hereinbefore mentioned and the Board expressly reserves the said riparian rights and the right (subject to the rights of the Corporation hereunder) to reclaim any land adjoining such resumed lands including the land on which the embankment is constructed and the right to construct roads streets piers wharves jetties slipways boatsheds or other harbour works or to grant licenses or leases for any purpose whatsoever And the Board or such Grantees from the Board shall have right of access to the Road from any such reclaimed land or such works as to a public road
 5. In the event of the Board making such reclamation or constructing such works then the Corporation will—
 - (a) By reclamation filling or other work give level access over that portion of the embankment which is situated on the resumed lands from the Road to such reclamation or Work or works and to the whole frontage of such reclamation or work or works or
 - (b) Permit the Board at the cost of the Corporation to carry out such reclamation filling or other work on that portion of the embankment situated on the resumed lands from the Road to such reclamation piers wharves jetties or other works And in the event of any difference or dispute arising as to the amount of such cost then the same shall be referred to arbitration under the provisions of "The Arbitration Act, 1908"
 6. The Board will carry out any reclamation filling or other work on or adjoining the said lands in such a manner as not to injuriously affect or cause any damage or nuisance to the embankment or the base or the supports thereof or the batter or Road on the resumed lands and the liability of the Corporation to maintain and keep in good repair order and condition the embankment and batter on the resumed lands as hereinbefore provided shall immediately cease in respect of any portion thereof over which the Board has reclaimed and the Board will at all times thereafter maintain and keep such portions properly supported and in good order repair and condition
 7. It is hereby acknowledged and agreed by the Corporation that all rights of navigation and control of the tidal waters passing over those portions of the

resumed lands upon which the said bridges are constructed are and remain vested in the Board and the Corporation will not do or suffer any act or do any work to interfere with the said rights without the previous consent of the Board Reserving however to the Corporation the right and liberty to repair maintain or reconstruct the said bridges at any future time

8. It is hereby expressly acknowledged and agreed that any rights or privileges granted to the Corporation hereunder over any land which is subject to rights of occupation or other user vested in the Auckland and Suburban Drainage Board under and in pursuance of "The Auckland and Suburban Drainage Act, 1908" shall be subject to such rights and privileges of the said the Auckland and Suburban Drainage Board
9. All such portions of the foregoing grant which the parties or either of them have no power to carry out shall be subject to the parties obtaining such legislative, authority as may be necessary in the premises and each of them agrees to use its best endeavours to obtain the necessary authority enabling it to carry into effect the terms of this grant

In witness whereof these presents have been executed the day and year firstly herein-before written

The common seal of the Body Corporate called the Mayor Councillors and Citizens of the City of Auckland was hereto affixed in pursuance of a resolution passed on the eleventh day of June one thousand nine hundred and thirty-one in the presence of—

(Signed) Geo. W. Hutchison, Mayor.

(Signed) M. J. Bennett,

(Signed) Jas. Donald, Councillors.

(Signed) J. S. Brigham, Town Clerk.

[seal.]

O. K.,

J. F.

The common seal of the Auckland Harbour Board was hereto affixed by order of the Board in the presence of—

(Signed) Geo. R. Hutchison, Chairman.

(Signed) W. F. McCallum, Member.

(Signed) H. B. Burnett, Secretary.

[seal.]

SECOND SCHEDULE

Form

This Deed made the 2nd day of July one thousand nine hundred and thirty one between the Auckland and Suburban Drainage Board a body corporate duly incorporated under the provisions of "The Auckland and Suburban Drainage Act 1908" (hereinafter called "the Board") of the one part and the Mayor Councillors and Citizens of the City of Auckland a Body Corporate duly incorporated under the provisions of "The Municipal Corporations Act 1920" (hereinafter called "the City Corporation") of the other part Whereas the Board has constructed certain sewage tanks along that portion of the foreshore of the Auckland Harbour lying to the South of Takaparawha Point and running along the Eastern boundary of Okahu Bay And whereas the said tanks lie in the direct route of the Orakei Waterfront Roadway but have been so specially constructed as to be suitable for a roadway thereover And whereas the City Corporation is desirous of acquiring the said sewage tanks and the lands upon which the said tanks are situated for the purpose of a public street or highway namely the formation of part of the said Orakei Waterfront Roadway and is agreeable to the Drainage Board continuing the use of the said tanks upon the terms and conditions hereinafter set out Now this deed witnesseth as follows

1. That notwithstanding the acquisition by the City Corporation of the said tanks and the lands upon which the same are situated for the purpose of a public street and highway as aforesaid the Board shall be entitled to continue using the said sewage tanks as at present in connection with its drainage operations but without in any way interfering with the use thereof by the City Corporation of the said tanks as a roadway
2. So long as the Board shall continue using the said sewage tanks as aforesaid the City Corporation shall and will
 - (a) Pave and keep paved a carriageway over and along the said tanks of 53 feet in width with bituminous concrete 2 inches thick and finished with a bituminous surface and $\frac{3}{8}$ inch metal chips or with such other approved materials as the City Corporation and the Board may from time to time agree upon
 - (b) Treat and maintain the footpaths along such tanks with a coat of tar and sand or such other approved materials as the City Corporation and the Board may from time to time agree upon and also maintain and keep in good repair order and condition the jarrah kerbing and fences running along the entire length of the said tanks and
 - (c) Maintain and keep in good repair order and condition the surface of the said tanks and also repair any damage or injury caused to the said tanks or the supports or foundations thereof as a result of or arising out of the use thereof by the City Corporation as a roadway

3. So long as it shall be using the said tanks in connection with its drainage operations the Board shall be entitled to land coal and/or other materials on the seaward side of the surface of the said tanks Provided always that nothing contained in this clause shall be deemed to authorise the Board to allow or commit a nuisance in respect of such landing operations and the Board hereby indemnifies the Corporation from all actions suits claims and demands which may in any way arise through or on account of the Board landing coal and/or other materials on the tanks as aforesaid
4. This agreement shall be subject to the parties obtaining such legislative authority as may be necessary and each of them agrees to use its best endeavours to obtain such legislative authority

In witness whereof these presents have been executed the day and year first before written

The common seal of the Auckland and Suburban Drainage Board was hereto affixed this 2nd day of July 1931 in the presence of—

(Signed) Geo. W. Hutchison, Chairman.

(Signed) Gray Cambell, Member.

(Signed) C. McCullough, Member.

(Signed) H. H. Watkins, Engineer and Secretary.

[seal.]

The common seal of the body corporate called the Mayor Councillors and Citizens of the City of Auckland was hereto set and affixed pursuant to a resolution passed at a meeting of the said body corporate held on the 2nd day of July 1931 in the presence of—

(Signed) Geo. W. Hutchison, Mayor.

(Signed) John B. Paterson, Councillor.

(Signed) Jas. Donald, Councillor.

(Signed) J. S. Brigham, Town Clerk

[seal.]