

New Zealand.



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1933, No. 2.—*Local and Personal.*

AN ACT to facilitate the Exercise by the New Plymouth Borough Council of its Powers as a Domain Board ; to apply By-laws of the said Council to the Taranaki Botanic Garden ; to validate an Agreement entered into between the Trustees of the Estate of Newton King (deceased) and the Corporation of the Borough of New Plymouth relating to the vesting in the Corporation for a Recreation Reserve of certain Land in lieu of Legacies bequeathed to Committees of the

Title.

Council of the said Borough; and to authorize the New Plymouth Harbour Board to grant Licenses in respect of certain Lands of the Board and to permit the New Plymouth Borough Council to control such lands, and making By-laws of the said Council apply to such Lands. [6th December, 1933.]

Preamble.

WHEREAS the New Plymouth Borough Council (hereinafter referred to as the Council) has been at different times appointed to be the Domain Board of various public domains in or near the Borough of New Plymouth, and it is desirable to authorize the Council to transact the business and affairs of such domains as a Council, and without convening and holding special meetings as such respective Domain Boards, and to provide that the by-laws of the Council shall extend and apply to such domains: And whereas under the provisions of section eighteen of the Taranaki Botanic Garden Act, 1876, the Taranaki Botanic Garden has been vested in the Corporation of the Borough of New Plymouth, and it is expedient that the by-laws of the Council should extend and apply to the said garden: And whereas an agreement, dated the first day of August, nineteen hundred and thirty-three, of which a copy is set forth in the Schedule hereto (hereinafter referred to as the said agreement), has been entered into conditionally upon the parties being able to obtain the statutory powers to enable effect to be given to the same between Truby King, of Stratford, Solicitor, and Eliot Millar King, of New Plymouth, Company Director (hereinafter referred to as the trustees), of the first part, the Pukekura Park Committee, the Kawaroa Park Committee, and the East End Bathing Reserve Committee, all being committees appointed by the Council, of the second part, and the Mayor, Councillors, and Burgesses of the Borough of New Plymouth, of the third part: And whereas the said agreement is for the public benefit, and it is desirable to validate the same: And whereas the New Plymouth Harbour Board (hereinafter referred to as the Board) is registered as proprietor of all that parcel of land, containing approximately twenty-nine acres and fourteen perches, situate between Bayly Road and the Hongi Hongi Stream, in the Borough of New Plymouth, being parts of Harbour Reserves A and F, and parts of Reserve A (Barrett's)

and 1, Grey District, in Block IV, Paritutu Survey District, being more particularly delineated upon the plan deposited in the Lands and Survey Office at New Plymouth as Number 81/40, and thereon edged pink (all of which several pieces of land are hereinafter referred to and included in the term "the said Harbour Board land"): And whereas, with the consent of the Board, a seaside pavilion or bathing-house and a number of seaside cottages have been erected by divers persons on the said land, subject to the right of the Board to require such buildings to be removed at its will and pleasure: And whereas the said land not being immediately required for the purposes of the New Plymouth Harbour the Board has permitted it from time to time to be used temporarily as a bathing and picnic resort for the public: And whereas the Council is desirous of acquiring from the owners thereof the said pavilion and certain cottages already erected on the said land, and of regulating and controlling the use of the said land by the public as a pleasure-ground or bathing-resort: And whereas it is expedient that the Board should be empowered to give to the owners thereof some security of tenure for the said pavilion and cottages erected on the said land, and also to confer on the Council for such time as the Board may deem fit powers of regulating and controlling the use of the said land by the public, and certain other powers as hereinafter set out:

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

1. This Act may be cited as the New Plymouth Borough Council and New Plymouth Harbour Board Empowering Act, 1933.

Short Title.

2. Notwithstanding anything contained in the Public Reserves, Domains, and National Parks Act, 1928, or in any other Act, if and when the Council has been or may be hereafter appointed as a Domain Board, or is otherwise the controlling authority of any domain, it shall be lawful for the Council to exercise and carry out all the functions, rights, and powers which as such Domain Board or authority it is entitled to exercise or carry out in the name of the New Plymouth Borough Council, and by resolutions and proceedings of the

Power to exercise functions, &c., of a Domain Board without calling special meetings, and by-laws of New Plymouth Borough Council to apply to domains.

Council, without being called together or sitting as a Domain Board or other controlling authority, and any by-laws capable of being applied to recreation reserves made by the Council, whether before or after the passing of this Act, shall, unless a contrary intention appears in any such by-law, extend and apply to any domain of which the Council is the Domain Board or controlling authority :

Provided that such by-laws shall have no force or effect in respect of any such domain unless and until they have been approved by the Minister of Lands and published in accordance with the requirements of section fifty-six of the Public Reserves, Domains, and National Parks Act, 1928 :

Provided further that the Council shall keep separate accounts for each such domain as aforesaid, and expend the moneys accruing therefrom as required by law.

3. Notwithstanding that the provisions of section ten of the Taranaki Botanic Garden Act, 1876, may not have been complied with, any by-laws capable of being applied thereto made by the Council, whether before or after the passing of this Act, shall, unless a contrary intention appears in any such by-law, extend and apply to the Taranaki Botanic Garden.

4. (1) The trusts and implied trusts attaching to or incidental to the bequests or legacies to the trustees appointed under the Taranaki Botanic Garden Act, 1876, the Kawaroa Park Committee, and East End Bathing Reserve Committee, as recited and described in the said agreement, are hereby waived and discharged.

(2) The parties to the said agreement shall be and be deemed to have been competent to enter into the same and bind themselves respectively by the provisions therein contained, and the said agreement and the objects thereof are hereby validated for all purposes.

(3) On the passing of this Act the lands referred to in the first and second schedules to the said agreement, as the same are more correctly described in the Second and Third Schedules to this Act, shall cease to be assets in the estate described in the said agreement, and until such lands are transferred to or vested in the Corporation the trustees shall hold the same in trust for the Corporation the lands described in the said Second

By-laws of New
Plymouth
Borough Council
to apply to
Taranaki
Botanic Garden.

Validating
agreement to
vest land in
New Plymouth
Borough
Council for
recreation
reserve in lieu of
legacies
bequeathed to
committees of
the Council.

Sec. 2, amended: 1936
No. 2. S. 6

Schedule to this Act for the purposes of a recreation reserve and the lands described in the Third Schedule to this Act for the purposes of a public street.

(4) On the passing of this Act the deed of trust made on the ninth day of February, nineteen hundred and twenty-nine, between Truby King, of Stratford, Solicitor, and Eliot Millar King, of New Plymouth, Company Director, of the first part, the Board of Trustees for Public Recreation constituted under and in pursuance of the Taranaki Botanic Garden Act, 1876, of the second part, the Mayor, Councillors, and Burgesses of the Borough of New Plymouth, of the third part, and Frank Amoore, of New Plymouth, Builder, James McLeod, of the same place, Printer, and George Milne Spence, of the same place, Solicitor, of the fourth part, shall be deemed to be cancelled, and all the parties thereto shall thereupon be freed and discharged from the trusts imposed thereby.

5. (1) Notwithstanding anything to the contrary contained in the Public Bodies' Leases Act, 1908, the Board may from time to time (but subject to any rights heretofore granted by the Board to any person, firm, or company) license and permit any part of the said Harbour Board land to be used or occupied for all or any of the purposes set out in section one hundred and fifty of the Harbours Act, 1923, and for the purpose of occupying and maintaining on the said Harbour Board land the buildings now being thereon as dwellinghouses, bathing-houses, or refreshment-rooms, or for any similar purpose, and may on the expiration or revocation of any license granted hereunder permit any buildings now upon the said Harbour Board land to be removed therefrom.

Empowering
New Plymouth
Harbour Board
to grant licenses
for specified
purposes in
respect of certain
lands and to
permit the New
Plymouth
Borough Council
to control such
lands, conferring
incidental
powers on the
said Council,
and making
by-laws of the
said Council
apply to such
lands.

(2) The provisions of sections one hundred and fifty to one hundred and fifty-five and one hundred and fifty-seven of the Harbours Act, 1923, shall, with the necessary modifications, extend and apply to any such license as fully and effectually as if the land affected thereby were part of the foreshore :

Provided, however, that it shall not be necessary to obtain the approval of the Governor-General in Council to any license issued by the Board under the provisions of this Act.

(3) The Board may from time to time, by license in writing under its seal, grant to the Council for a period

not exceeding fourteen years from the date thereof the control of such part or parts of the said Harbour Board land as it thinks fit upon such conditions as may be prescribed in such license.

(4) Upon any license or licenses as aforesaid being granted to it the Council may, subject to the provisions of such license or licenses,—

(a) Pay from time to time to the Board such fees or charges as may be prescribed by any such license or licenses :

(b) Purchase by private treaty or otherwise acquire any building or buildings already erected upon the said Harbour Board land :

(c) Let from time to time on such terms as it thinks fit, for any period not exceeding the period of such license, and subject to the provisions thereof, any building or buildings owned by it upon the said Harbour Board land :

(d) Exercise in respect of the said Harbour Board land all or any of the powers and authorities conferred upon the Council by section two hundred and ninety-five of the Municipal Corporations Act, 1920, and by Part XXVIII of that Act :

Provided always that the provisions of sections one hundred and sixty-nine to one hundred and seventy-five inclusive, of the Harbours Act, 1923, shall apply to any building, structure, work, or other erection proposed to be erected, made, or constructed upon any part of the foreshore lands hereinbefore-mentioned under the powers conferred by this subclause.

(5) During the currency of any such license as aforesaid any by-laws capable of being applied thereto made by the Council, whether before or after the passing of this Act, shall, unless a contrary intention appears in any such by-law, extend and apply to the said Harbour Board land and any person or persons using the same or being thereon.

(6) During the currency of any such license as aforesaid, and in extension and not in restriction of any of its existing powers so to do, with the approval of the Board, the Council may make such by-laws as may be necessary or desirable for the preservation of the said Harbour Board land, and for the proper conduct of persons using or

frequenting the said lands, and for regulating wheeled and other traffic thereon, and for limiting the parts of the foreshore forming part of the said Harbour Board lands that may be utilized for bathing, and for regulating the dress of persons bathing on or in the vicinity of such foreshore.

SCHEDULES.

Schedules.

FIRST SCHEDULE.

MEMORANDUM of agreement made this first day of August one thousand nine hundred and thirty-three between Truby King, of Stratford, Solicitor, and Eliot Millar King, of New Plymouth, Company Director, of the first part the Pukekura Park Committee, the Kawaroa Park Committee and the East End Bathing Reserve Committee all being committees appointed by the New Plymouth Borough Council under the provisions of Part VI of the Municipal Corporations Act, 1920 (hereinafter unless inconsistent with the context referred to and included in the term "the said Committees") of the second part and the Mayor Councillors and Burgesses of the Borough of New Plymouth a body corporate duly constituted under the Municipal Corporations Act, 1920 (hereinafter together with the Council of the said borough termed "the Corporation") of the third part Whereas Newton King, formerly of New Plymouth, Merchant, deceased, by his last will and testament bearing date the seventh day of September one thousand nine hundred and twenty-one *inter alia* gave and bequeathed to the trustees appointed under the Taranaki Botanic Garden Act, 1876, the sum of three thousand pounds (£3,000) upon trust to invest the same in such securities as trustees are by law authorized to invest in and to apply the net annual income which shall arise from such investment in and towards the maintenance and improvement of Pukekura Park in New Plymouth and did by the same last will and testament give and bequeath to the said Kawaroa Park Committee the sum of two thousand pounds (£2,000) and to the said East End Bathing Reserve Committee the sum of two thousand pounds (£2,000) and except as therein mentioned devised and bequeathed all his real and personal estate unto Stanley Wakefield Shaw of New Plymouth, Company Director, Frederick Watson, of New Plymouth, Company Director, and the said Truby King and Eliot Millar King the trustees and executors of his last will and testament upon trust (*inter alia*) to sell and convert into money his said real estate And whereas the said Frederick Watson died on or about the thirty-first day of October, 1925 And whereas the said Newton King died on or about the twenty-seventh day of July one thousand nine hundred and twenty-seven without having revoked or altered his said last will and testament And whereas probate of the said last will and testament was granted out of the Supreme Court of New Zealand at New

Plymouth to the said Stanley Wakefield Shaw, Truby King and Eliot Millar King on the tenth day of August one thousand nine hundred and twenty-seven And whereas the said Stanley Wakefield Shaw died on or about the twenty-second day of January one thousand nine hundred and twenty-eight and no trustee or executor has been appointed to fill his place And whereas the said Truby King and Eliot Millar King (hereinafter together with their executors administrators and assigns referred to and included in the term "the trustees") have entered into the execution of the trusts of the said last will and testament And whereas under the provisions of section 18 of the Taranaki Botanic Garden Act, 1876, the Governor-General of New Zealand did on the twenty-sixth day of March one thousand nine hundred and twenty-nine dissolve the Board of Trustees of the Taranaki Botanic Garden and the Corporation thereupon in accordance with the provisions of the said Act became the successors of the Trustees of the said Taranaki Botanic Garden And whereas the Corporation under the provisions of Part VI of the Municipal Corporations Act, 1920, appointed a Committee called "The Pukekura Park Committee" to manage and control the said Taranaki Botanic Garden now known as "Pukekura Park" And whereas the Corporation being the registered proprietor of the Kawaroa Park and the East End Bathing Reserve did under the provisions of the said Part VI of the Municipal Corporations Act, 1920, appoint the Kawaroa Park Committee and the East End Bathing Reserve Committee to manage and control the said park and reserve respectively And whereas it has been agreed by and between the parties hereto that in order to satisfy the said legacies to the said Committees and the claims thereto of the Corporation the trustees shall transfer or vest in the Corporation free of encumbrances the land and other property hereinafter mentioned and that the parties hereto shall enter into the covenants agreements and stipulations on their respective parts hereinafter contained Now this agreement witnesses that in pursuance of the premises and in consideration of the covenants agreements and stipulations hereinafter contained the parties hereto covenant and agree the one with the other and others of them as follows:—

1. The trustees will upon the same being tendered to them or either of them by the Corporation—

- (a) Execute a transfer to the Corporation for the purposes of a public recreation ground and free of encumbrances of the land described in the first schedule hereto;
- (b) Execute a transfer to the Corporation for the purposes of a public street and free of encumbrances of the land described in the second schedule hereto.

2. In lieu of such transfers the Corporation may at its option take the lands described in the said first and second schedules hereto for the purposes aforesaid under the provisions of the Public Works Act, 1928.

3. In the event of the Corporation deciding to take the said lands under the provisions of the Public Works Act, 1928, these presents shall operate as an agreement under section 32 of the said Act between the Corporation and the trustees whereby the Corporation shall take

the said lands for the purposes hereinbefore mentioned and the compensation shall be the consideration set out in these presents and the fulfilment by the Corporation of its obligations under these presents shall be a full satisfaction of any claims which the trustees or any person claiming by or through them may make under the provisions of the said Act.

4. The trustees will obtain the consent to these presents of each of the legatees and beneficiaries under the said last will and testament and of such of the mortgagees and creditors of the estate of the said Newton King deceased as the Corporation may from time to time during the continuance of these presents require.

5. The plan attached hereto and the areas of the land as set out in the said first and second schedules hereto are approximate only and shall be subject to such minor amendments or alterations as the circumstances may require. No such minor amendment or alteration shall affect the validity of these presents nor shall any compensation be allowed or given therefor.

6. Upon such transfers as aforesaid being executed by the trustees or the Proclamation or Proclamations taking the said lands being gazetted the property in all the pot plants, heating apparatus and other contents of the glasshouses and outbuildings and in the one motor mower with spare cutting attachment and in the other gardening plant now upon the said lands with the exception of plant actually used and required for the farming operations upon the land of the trustees abutting upon the said lands shall immediately pass and vest in the Corporation.

7. The trustees will until the said lands have been vested in the Corporation keep all the buildings upon the said land and such of the contents of such buildings as are under these presents to be taken over by the Corporation insured in their full insurable value by the Phoenix Assurance Company, Limited.

8. Should any such building or buildings or contents as aforesaid be destroyed or damaged by fire or earthquake prior to the vesting of the said lands in the Corporation such destruction or damage shall not affect the validity of these presents but all insurance moneys payable in respect of such destruction or damage shall upon the said lands being vested in the Corporation be paid to the Corporation and in the meantime shall be held in trust for the Corporation.

9. The trustees will until the said lands have been vested in the Corporation take out and maintain in the Phoenix Assurance Company, Limited, a policy indemnifying the trustees against all claims which might be made against them under the Workers' Compensation Act, 1922, and its amendments or at common law in respect of compensation payable to any workman or his dependants or which might be or become a charge upon the said lands.

10. The trustees will until the said lands have been vested in the Corporation maintain and keep in their present state all buildings glass houses fences gates lawns motor rollers gardening plant trees shrubs gardens pot plants and other things on the said lands.

11. The trustees will not within a period of ten (10) years from the first day of October one thousand nine hundred and thirty-three

call upon or be concerned in calling upon the Corporation to form metal or lay out as a street the land described in the second schedule hereto or to lay water mains or sewer or drainage pipes therein but nothing herein shall prevent the trustees from requiring the Council to throw open as a public street the said land in its present condition.

12. The trustees shall upon the completion thereof pay to the Corporation one half of the cost incurred by it in surveying the said land and preparing survey plans thereof as hereinafter mentioned.

13. The trustees in their capacity as trustees as aforesaid will from time to time and at all times hereafter effectually save and keep harmless indemnify and keep indemnified the Corporation against all actions claims for compensation suits proceedings costs expenses claims and demands whatsoever which shall or may at any time or times hereafter be brought against incurred by or made upon the Corporation by any person or persons having or claiming to have any interest in the Estate of the said Newton King deceased or in the said lands whether as beneficiary, mortgagee, creditor or otherwise howsoever.

14. The Corporation and each of the said committees will upon the said lands being vested in the Corporation as aforesaid execute in form prepared by the solicitors to the trustees and approved by the Corporation's solicitor a document accepting the provisions of these presents in full satisfaction of the said legacies of three thousand pounds (£3,000) two thousand pounds (£2,000) and two thousand pounds (£2,000) hereinbefore mentioned. And it is hereby declared that immediately upon the said lands being so vested these presents shall *ipso facto* operate as such an acceptance as aforesaid.

15. In the event of the trustees at any time hereafter submitting to the Council for approval under section 335 of the Municipal Corporations Act, 1920, or any amendment thereof or any statutory enactment in substitution therefor or in modification thereof a subdivisional plan of the other portions of Section 48 Fitzroy District Block 5 Paritutu Survey District owned by the trustees and abutting on the said lands the Corporation will not call upon or require the trustees to set aside any portion thereof as a reserve for public recreation.

16. The Corporation will forthwith have a survey and a surveyor's plan made of the lands described in the first and second schedules hereto.

17. The Corporation will on the vesting in it of the said lands take over the dwellings thereon subject to any existing tenancies not having a longer period to run than twelve months from the first day of October one thousand nine hundred and thirty-three and in respect of that portion of the said lands leased to one Harry Driscoll the Corporation will acquiesce in such lease provided a clause be inserted therein permitting the Corporation to determine the tenancy upon giving to the lessee one calendar month's prior notice in writing of such determination.

18. The trustees will at their own expense prior to the 1st day of October, 1933, take such steps and do such things as may be necessary

to alter any existing tenancies as aforesaid to make them conform to the limits or restrictions set out in paragraph 17 hereof.

19. Without in any way committing itself or the Committee to the employment of the worker hereinafter mentioned the Corporation will convey to the Pukekura Park Committee the request of the trustees that the services of Mr. T. Boulton who has been in charge of the maintenance work on the said lands for over forty years should be retained by the Pukekura Park Committee under its Superintendent in some way.

20. The transactions set out in these presents shall be completed on the first day of October one thousand nine hundred and thirty-three or at such later date as the circumstances shall require. All rents rates insurance premiums and taxes (except owner's land tax) shall be adjusted as at the actual date of completion.

21. Each of the parties hereto will make and execute such further documents and do such other acts as may be reasonably necessary for carrying this agreement into effect.

22. All questions or differences whatsoever which may at any time hereafter arise between the parties hereto or any one or more of them touching these presents or the subject matter thereof or arising out of or in relation thereto respectively and whether as to construction or otherwise shall be referred to a single arbitrator in case the parties can agree upon one otherwise to not more than three arbitrators one to be appointed by each party to the difference and in any case in accordance with and subject to the provisions of the Arbitration Act, 1908.

23. The Corporation will at its own expense submit to the Legislature and use its best endeavours to secure the enactment of legislation to enable effect to be given to the intention of all the terms and provisions of and incidental to this agreement and to confer the powers required to effectuate the same and in particular to remove the trust attaching to the bequest to the Corporation as Trustee under the Taranaki Botanic Garden Act, 1876.

24. This agreement is entered into upon the express terms that if the Corporation is unable for any reason whatsoever (other than any act or default on its own part) during the next ensuing session of Parliament or any session of Parliament held in the year one thousand nine hundred and thirty-four to obtain the statutory powers necessary to enable the terms of these presents to be carried out by the parties hereto then these presents shall cease to be of any force or effect and the agreements and covenants herein contained shall be deemed to have been rescinded and that without the necessity of the execution of any deed or document by the parties hereto.

In witness whereof the parties hereto have respectively executed these presents the day and year first above written.

THE FIRST SCHEDULE HERETO.

All those pieces of land situate in the Borough of New Plymouth containing approximately fifty-three acres one rood nineteen perches (53 acres 1 rood 19 perches) being parts of Sections Thirty-four (34)

Thirty-five (35) and Forty-eight (48) on the public map of the Fitzroy District (Block Five (V) Paritutu Survey District) and being part of the lands comprised in certificate of title Volume 108 folio 77 Taranaki Register the said pieces of land being more particularly delineated upon the sketch plan attached hereto and thereon edged green and marked Lot One (1) forty-eight acres five perches (48 acres 0 roods 5 perches) and Lot Three (3) five acres one rood fourteen perches (5 acres 1 rood 14 perches).

THE SECOND SCHEDULE HERETO.

All that piece of land situate in the Borough of New Plymouth containing approximately one acre three roods five perches (1 acre 3 roods 5 perches) being part of Sections Thirty-four (34) Thirty-five (35) and Forty-eight (48) on the public map of the Fitzroy District (Block Five (V) Paritutu Survey District) and being part of the lands comprised in certificate of title Volume 108 folio 77 Taranaki Register the said piece of land being more particularly delineated upon the sketch plan attached hereto and thereon coloured pink and marked Lot Two (2) one acre three roods five perches (1 acre 3 roods 5 perches).

Signed by the said Truby King in the presence of—A. Patrick, Accountant, New Plymouth. } TRUBY KING.

Signed by the said Eliot Millar King in the presence of—A. Patrick, Accountant, New Plymouth. } ELIOT KING.

Signed by the Chairman and Secretary of the Pukekura Park Committee in pursuance of a resolution of the said Committee and on its behalf in the presence of—J. W. Palmer, Clerk, Town Clerk's Office, New Plymouth } JAS. MCLEOD,
Chairman.
PERCY E. STANTON,
Secretary.

Signed by the President and Secretary of the Kawaroa Park Committee in pursuance of a resolution of the said Committee and on its behalf in the presence of—J. W. Palmer, Clerk, Town Clerk's Office, New Plymouth. } V. H. BEAL,
President.
R. G. HOWELL,
Secretary.

Signed by the Chairman and Secretary of the East End Bathing Reserve Committee in pursuance of a resolution of the said Committee and on its behalf in the presence of—J. W. Palmer, Clerk, Town Clerk's Office, New Plymouth. } A. R. MILNE,
Chairman.
F. MORRIS,
Secretary.

Sealed with the common seal of the Mayor Councillors and Burgesses of the Borough of New Plymouth and signed by two members of the New Plymouth Borough Council on behalf of and by direction of the said Council in the presence of—J. W. Palmer, Clerk, Town Clerk's Office, New Plymouth. } [Borough of New Plymouth N.Z. Common Seal.]
F. S. GRAYLING.
THOS. P. ANDERSON.

SECOND SCHEDULE.

ALL those pieces of land, situate in the Borough of New Plymouth, containing 53 acres 3 roods 36 perches, more or less, being parts of Sections 34, 35, and 48 on the public map of the Fitzroy District (Block V, Paritutu Survey District) and being part of the lands comprised in certificate of title, Volume 108, folio 77, Taranaki Register, the said pieces of land being more particularly delineated upon the plan deposited in the Lands and Survey Office at New Plymouth as No. 81/39 and thereon edged pink and marked "Part 34, Part 35, Part 48 (48 acres 2 roods 25 perches), and Part 48 (5 acres 1 rood 11 perches)".

THIRD SCHEDULE.

ALL those pieces of land, situate in the Borough of New Plymouth, containing 1 acre 3 roods 7.12 perches, more or less, being part of Sections 34 and 48 on the public map of the Fitzroy District (Block V, Paritutu Survey District) and being part of the lands comprised in certificate of title, Volume 108, folio 77, Taranaki Register, the said pieces of land being more particularly delineated upon the plan deposited in the Lands and Survey Office at New Plymouth as No. 81/39, and thereon coloured pink, and marked "Part 34, Part 48 (1 acre 3 roods 5.2 perches), and Part 48 (1.92 perches)".