

## New Zealand.



### ANALYSIS.

- Title.  
Preamble.  
1. Short Title.

2. Validating supplementary agreement between the Board and the Corporation with respect to the supply of water and matters incidental thereto.  
Schedule.

### 1934, No. 1.—*Local and Personal.*

AN ACT to validate a certain Memorandum of Agreement Title.  
made between the Bluff Harbour Board and the Corporation of the Mayor, Councillors, and Burgesses of the Borough of Bluff, and varying the Terms of the Memorandum of Agreement validated by the Bluff Harbour Board and Bluff Borough Council Empowering Act, 1933. [31st August, 1934.]

WHEREAS by a memorandum of agreement Preamble.  
made between the Bluff Harbour Board and the Corporation of the Mayor, Councillors, and Burgesses of the Borough of Bluff, and dated the sixth day of December, nineteen hundred and thirty-three (hereinafter referred to as the supplementary agreement), the provisions of the memorandum of agreement referred to in the Bluff Harbour Board and Bluff Borough Council Empowering Act, 1933, a copy whereof is set out in the Schedule to the said Act (hereinafter referred to as the principal agreement) have been varied: And whereas it is desired

that the supplementary agreement should be validated, and that the said Board and the said Corporation should be authorized and empowered to carry out and perform the terms and conditions thereof :

BE IT THEREFORE 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 Bluff Harbour Board and Bluff Borough Council Empowering Amendment Act, 1934; and shall be read together with and deemed part of the Bluff Harbour Board and Bluff Borough Council Empowering Act, 1933.

Validating supplementary agreement between the Board and the Corporation with respect to the supply of water and matters incidental thereto.

2. The principal agreement shall, as from the date of the execution thereof, be deemed for all purposes to have included the second and third clauses of the supplementary agreement a copy of which is set out in the Schedule hereto, the words "principal agreement" wherever they appear in the said second clause of the supplementary agreement being read as "this agreement".

**Schedule.**

**SCHEDULE.**

THIS memorandum of agreement made this 6th day of December one thousand nine hundred and thirty-three between the Bluff Harbour Board of the Dominion of New Zealand a Harbour Board mentioned in the First Schedule to the Harbours Act 1923 (hereinafter called "the Board") of the one part And the Mayor, Councillors and Burgesses of the Borough of Bluff of the said Dominion a Corporation under the Municipal Corporations Act 1920 (hereinafter called "the Corporation") of the other part Witnesseth and it is hereby agreed and declared by and between the parties hereto as follows :

I. This memorandum of agreement is to be read with and construed as supplementary to a memorandum of agreement between the Board and the Corporation bearing date the seventh day of November one thousand nine hundred and thirty-three (hereinafter referred to as "the principal agreement").

II. (1) Until the five inch main mentioned in paragraph (b) of subclause (2) of clause III of the principal agreement is laid as is provided in the said paragraph the Board may fit a five inch water-meter on the existing four inch main on the approach to the wharf from Gore Street and such meter shall until such five inch main is laid be "the harbour meter".

(2) The five inch main mentioned in the said paragraph of the principal agreement shall be laid by the Board and the water-meter also mentioned therein installed on or before the 31st day of March one thousand nine hundred and thirty-five.

III. In the event of a loss of water occurring by reason of a break in any street-main in the Corporation's water-supply system such break having been caused by circumstances beyond the control of the Corporation the quantity of water so lost shall be computed by the Board's Engineer (whose computation shall be final) and the questions of whether any, and if so, what allowance is to be made to the Corporation for such quantity of water shall be referred to the Committee of Supply and any allowance fixed by such committee shall be deducted from the amount charged by the Board for water delivered in the period following that during which the break occurred.

In witness whereof this memorandum of agreement has been executed the day and year first hereinbefore written.

The common seal of the Bluff Harbour Board was }  
hereunto affixed in the presence of— }  
WILLIAM A. OTT, Chairman. } [SEAL.]  
W. HINCHEY, Member. }  
H. C. GIMBLETT, Secretary. }

The common seal of the Mayor Councillors and }  
Burgesses of the Borough of Bluff was hereunto }  
affixed in the presence of— } [SEAL.]  
T. F. DOYLE, Mayor. }  
N. W. MCGORLICK, Councillor. }  
H. A. FERGUSON, Town Clerk. }