

*Mr. Barnard.*

NAPIER AIRPORT.

[LOCAL BILL.]

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A BILL INTITULED

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5 AN ACT for the Incorporation and Powers of an Airport Board for the Borough of Napier, for the conferring of Additional Powers on the Corporation of the said Borough and on the Napier Harbour Board, and to give Effect to a certain Deed of Arrangement entered into between the said Corporation and the Napier Aero Club, Incorporated. Title.

10 *New.*  
15 AN ACT to provide for the Establishment of an Aerodrome for the Borough of Napier, for the Incorporation and Powers of an Airport Board in connection therewith, for the Conferring of Powers on the Napier Borough Council and on the Napier Harbour Board with respect thereto, and for regulating the Rights, Powers, and Privileges of the said Council and the Napier Aero Club, Incorporated.

Preamble.

WHEREAS the Napier Harbour Board (hereinafter called the Harbour Board) is the registered proprietor of an estate in fee-simple *upon trust for the use, benefit, and endowment of the said Board under the Harbours Act, 1923*, in the land described in the *First* Schedule to this Act: And whereas the ~~Corporation of the Borough of Napier~~ *Napier Borough Council* (hereinafter called the ~~Corporation~~ *Council*), being desirous of providing and establishing an aerodrome for the ~~said borough~~ *Borough of Napier* on the land described in the *First* Schedule hereto, has applied to the Harbour Board for a perpetually renewable lease of the said land which the Harbour Board is agreeable to grant: And whereas the Napier Aero Club, Incorporated (hereinafter called the club), has executed certain works on the said land in order to render the same suitable for an aerodrome: ~~And~~

*Struck out.*

whereas the Corporation and the club entered into a deed of agreement (hereinafter with the schedules thereto called the said deed) dated the fourteenth day of March, nineteen hundred and thirty-five, a copy of the said deed being set forth in the *Second* Schedule to this Act: And whereas the said deed was entered into conditionally upon the same being validated by Act of Parliament and upon an Airport Board being constituted as provided in the said deed: ~~And~~

whereas it is desirable in the public interest to confer additional powers on the Harbour Board and the ~~Corporation and to give effect to the said deed~~ *Council* as hereinafter appears:

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 Napier Airport Act, 1935.

*New.*

Interpretation.

1A. In this Act, if not inconsistent with the context,—

“Aerodrome” means the land described in the *First* Schedule hereto, and includes any lands acquired as or for an extension thereof, and also includes any other lands acquired for or used as an auxiliary or temporary aerodrome for the Borough of Napier, and also any aerodrome established or to be established upon any such lands:

*New.*

“ Board ” means the Napier Airport Board constituted under this Act :

“ Club ” means the Napier Aero Club, Incorporated :

5 “ Controller of Civil Aviation ” means the person appointed to control civil aviation pursuant to regulations under the Air Navigation Act, 1931 :

10 “ Corporation ” means the Corporation of the Mayor, Councillors, and Burgesses of the Borough of Napier :

“ Council ” means the Napier Borough Council :

“ Financial year ” means a period of twelve months ending on the thirty-first day of March in any year :

15 “ Fine ” means a fine to be recovered summarily under the Justices of the Peace Act, 1927 :

“ Harbour Board ” means the Napier Harbour Board :

20 “ Special resolution ” means a resolution passed at a meeting of the Board and confirmed at a subsequent meeting held not earlier than six clear days after the day on which the said resolution was passed.

25 1B. (1) There shall be established in accordance with this Act a Board to be called the Napier Airport Board. Airport Board to be established.

30 (2) The Board shall be a body corporate, with perpetual succession and a common seal, with power by special resolution to alter and change such seal ; and shall for the purposes and subject to the provisions of this Act be capable of purchasing, taking on lease, acquiring, managing, holding, disposing of, and alienating real and personal property, and of doing and suffering all such other acts and things as bodies corporate may do and suffer.

35 (3) The powers, privileges, and duties of the Board shall be as set out in the *Second* Schedule hereto.

1c. The Board shall consist of seven members who, Constitution of Board. except as hereinafter otherwise provided, shall be appointed in manner following :—

40 (a) Three members shall be appointed by the Council :

(b) Two members shall be appointed by the Club :

(c) Two members shall be appointed by the Minister of Defence.

Conferring  
leasing powers on  
Harbour Board  
and Corporation.

2. The Harbour Board is hereby empowered to lease to the Corporation, and the Corporation is hereby empowered to take on lease from the Harbour Board, the whole or any part or parts of the land described in the *First* Schedule hereto (hereinafter called the said land), for such term or terms, at such rental or rentals, and with such rights of renewal, and upon and subject to such terms and conditions as the Harbour Board and the ~~Corporation~~ *Council* may ~~from time to time~~ agree upon, without the necessity of complying with the requirements of the Public Bodies' Leases Act, 1908, or any other Act.

*Struck out.*

and the terms of any such lease or any renewal thereof from time to time to vary or modify, and the Harbour Board shall not be bound to obtain the best rent obtainable on any such lease or on any renewed lease of the said land.

Conferring power  
of sale on  
Harbour Board.

3. The Harbour Board is hereby empowered to sell and transfer to the Corporation, and the Corporation is hereby empowered to purchase from the Harbour Board, the fee-simple of the whole or any part or parts of the said land at any time or times, and at such price or prices, and subject to such terms and conditions as to allowing time for payment of purchase-money, and as to the payment of interest on unpaid purchase-money, and either with or without security, as the Harbour Board and the ~~Corporation~~ *Council* from time to time agree upon.

Conferring power  
on Council to  
raise special  
loans.

4. (1) In addition to the powers set forth in the said deed, the Napier Borough Council is hereby empowered to raise a special loan or special loans, not exceeding in the aggregate a sum of three thousand pounds by special order or orders under the Local Bodies' Loans Act, 1926, without taking the steps prescribed in sections nine to thirteen of that Act. for all or any of the following purposes, namely :—

*New.*

4A. (1) The Council may from time to time under and subject to the provisions of the Local Bodies' Loans Act, 1926, raise a special loan or special loans for all or any of the following purposes, namely :—

(a) The establishment, development, improvement, or extension of an aerodrome on the said land ;

- (b) The construction of works necessary in connection with such establishment, development, improvement, or extension ;
- 5 (c) The payment of moneys to the club as compensation for works and buildings executed and constructed by the club on the said lands ; and
- 10 (d) The payment of all legal, survey, and other costs of and in connection with the preparation of this Act and the promotion thereof, the preparation and completion of the said lease from the Napier Harbour Board, ~~and the said deed,~~ and the raising of the said loan or loans.

The ~~said~~ Council may pay any moneys out of its general fund for any such purpose or purposes, and  
 15 may reimburse the general fund out of any such special loan or loans.

(2) Upon any such special loan being raised as aforesaid the ~~Corporation~~ Council may, with or without any condition requiring the repayment thereof as herein-  
 20 after mentioned, pay the same or any part thereof to the ~~Napier Airport~~ Board ~~when constituted as provided by the said deed,~~ without being liable to see to the proper expenditure thereof.

(3) Upon any such special loan being raised and the  
 25 same or any part thereof paid to the ~~Napier Airport~~ Board as aforesaid, the ~~Napier Airport~~ Board shall apply the proceeds of such loan for the purposes for which such special loan was raised and for no other purpose.

(4) Before the proceeds of any such special loan are  
 30 paid over by the ~~Corporation~~ Council to the ~~Napier Airport~~ Board the ~~Corporation~~ Council and the ~~Napier Airport~~ Board may, by instrument in writing executed on behalf of both parties, agree that any such moneys  
 35 as aforesaid shall be repaid to the ~~Corporation~~ Council at such times, in such instalments, and upon such terms and conditions as shall be set out in such instrument. If no such instrument in writing be executed as aforesaid, the ~~Napier Airport~~ Board shall not be liable to  
 40 repay such moneys to the ~~Corporation~~ Council.

*New.*

(5) Without limiting the power to borrow set forth in subsection *one* of this section, the Council may raise any special loan or special loans for all or any of the

Power to borrow without poll.

*New.*

purposes set forth in the said subsection, not exceeding in the aggregate a sum of three thousand pounds, by special order or orders under the Local Bodies' Loans Act, 1926, without taking the steps prescribed in sections nine to thirteen of that Act. 5

*Struck out.*

The said deed validated.

5. The Corporation and the club are hereby declared to have been competent to enter into the said deed and to bind themselves respectively by the provisions therein contained. 10

Conferring incidental powers.

6. All the provisions of the said deed shall, with such modifications of the text thereof as may be necessary for that purpose, be deemed to have been enacted by this Act, and shall enure and take effect accordingly, save that the powers conferred on the Napier Airport Board by paragraph (f) of clause twenty-one of the second schedule to the said deed shall not be exercised by the Napier Airport Board unless and until the consent of the Governor-General in Council to such exercise is obtained, and the Governor-General in Council may, in his discretion, grant or refuse such consent, or he may grant the same subject to such conditions as he thinks fit to impose, and in such case it shall not be lawful for the Napier Airport Board to exercise such powers otherwise than in accordance with the conditions so imposed. Notwithstanding the foregoing provisions of this clause, the Corporation and the club shall be entitled, by mutual consent, to vary the rights, privileges, and obligations of the club under the said deed. 15  
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Conferring incidental powers on Corporation, club, and Napier Airport Board.

7. Where under the provisions of the said deed any power, right, license, discretion, or authority is conferred on the Corporation, or the club, or the Napier Airport Board, the Corporation, or the club, or the Napier Airport Board, as the same may require, shall, to enable it duly to exercise the same, have all such powers, rights, licenses, and discretions as may be necessary. 35  
40

*New.*

Expenditure validated.

8. The expenditure of any moneys by the Council up to an aggregate amount of six hundred pounds before the passing of this Act for the purpose of the establishment, improvement, maintenance, or use of the aerodrome or otherwise in connection therewith is hereby 45

*New.*

5 validated and the Council may reimburse its general fund out of any special loan for any moneys so expended, which special loan may be raised in the same manner as is provided in subsection *five* of the *last preceding* section.

10 **9.** The Council may out of its general fund pay and advance to the Board such sum or sums as it thinks fit, not exceeding in the aggregate two hundred pounds, towards any expenses that may be incurred by the Board before the end of the financial year in which it is constituted. All moneys advanced by the Council under this section shall be repayable by the Board on demand and shall be recoverable by the Corporation as a debt due to it by the Board.

Council may make advance for expenses of Board.

15 **10.** (1) The Council may from time to time out of its general fund provide such sums as it thinks fit for the development, improvement, maintenance, and upkeep of the aerodrome, or for any work, purpose, plant, material, or thing the Board has power to undertake, purchase, or expend money upon, or for the payment of any liability incurred by the Board under the provisions of this Act, and the Council may either expend such sums itself or pay such sums to the Board without being liable to see to the proper expenditure thereof.

Council may pay out of general fund and make grants to Board.

20 (2) The Council, before paying to the Board any such sum or sums, may attach special conditions or directions as to the expenditure and application thereof as the Council may by the resolution making such grant or grants or by any other resolution determine.

25 **11.** The Council is hereby empowered—

30 (a) To purchase, take on lease, or otherwise provide land for the extension of the aerodrome on the land described in the *First* Schedule hereto or for an auxiliary or temporary aerodrome for the Borough of Napier, and to establish thereon an aerodrome and develop and improve the same :

Council empowered to acquire other lands.

35 (b) For such purposes or any of them to raise a special loan or special loans under and subject to the provisions of the Local Bodies' Loans Act, 1926.

40 **12.** The provisions set out in the *Second* Schedule hereto shall have effect as if they were enacted in this Act.

Second Schedule enacted.

## SCHEDULES.

### FIRST SCHEDULE.

Schedules.

ALL that piece or parcel of land containing by admeasurement ~~two hundred and forty four acres and twenty seven perches (244 acres 0 roods 27 perches)~~ *245 acres 1 rood 0.09 perches*, more or less, being portion of Ahuriri Lagoon Reserve, and being Lot one (1) on a plan deposited in the Land Transfer Office at Napier under Number 6313.

*Struck out.*

Commencing at a point on the Napier-Gisborne Main Highway 154.7 links west from its junction with the Napier-Taradale Road; thence in a westerly and north-westerly direction along the north and east side of the said Napier-Gisborne Main Highway a total distance of 11389.3 links to the south end of the Embankment Bridge; thence on the north-east by other portion of Ahuriri Lagoon Reserve line bearing  $111^{\circ} 40'$  for a distance of 6524.9 links to the railway reserve at Pandora Point; thence in a south-easterly direction by a line bearing  $166^{\circ} 44'$  for a distance of 1937.4 links to road angle; thence along the west side of Hyderabad Road bearing  $166^{\circ} 06'$ , distance 404.2 links; thence towards the south-east by a line bearing  $114^{\circ} 30'$ , distance 896.3 links, approximately half a chain to the south of the present railway reserve to the western boundary of Lot one (1), Deposited Plan 5255; thence along that boundary to the commencing-point line bearing  $199^{\circ} 24'$ , distance 93.27 links.

### SECOND SCHEDULE.

*Struck out.*

THIS DEED made the fourteenth day of March One thousand nine hundred and thirty-five between the Mayor Councillors and Burgesses of the Borough of Napier a Body Corporate duly constituted under "The Municipal Corporations Act 1920" (hereinafter together with the Council of the said Borough and its successors and assigns collectively referred to as and included in the term "the Corporation") of the one part and the Napier Aero Club Incorporated a Society incorporated under "The Incorporated Societies Act 1908" and having its registered office at Napier (hereinafter referred to as "the Club") of the other part Whereas The Napier Harbour Board is the registered proprietor of the land described in the First Schedule hereto And whereas the Club has prior to the execution hereof executed certain works and erected certain buildings on the said land for the purposes of an Aerodrome And whereas the Club has no title to the said land but has used and improved the same under license from The Napier Harbour Board which license is determinable at will And whereas the Corporation being a local authority within the meaning of "The Local Authorities Empowering (Aviation Encouragement) Act 1929" has subject to the necessary validating legislation being passed secured from The Napier Harbour Board the option of leasing the said land for a term of Twenty-one (21) years with a perpetual

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right of renewal for successive terms of Twenty-one (21) years And whereas the parties hereto being desirous of providing an Airport for the Borough of Napier have agreed that subject as aforesaid the Corporation shall acquire the lease of the said land for the purposes of an Aerodrome and certain other purposes hereinafter specified and that subject to the rights reserved to and conferred upon the Club by these presents all the buildings and other improvements effected on the said land and all the interests of the Club therein (but excluding the Club's loose plant gliders and other chattels) shall vest in the Corporation and that the Corporation shall pay to the Club as compensation for the same the sum of Four hundred and fifty pounds (£450) And whereas the parties have further agreed that provision shall be made for the management and control of the said land as an Aerodrome as hereinafter provided Now this deed witnesseth and it is hereby covenanted declared and agreed by and between the Corporation and the Club as follows each party agreeing and covenanting for itself and not for the other :—

1. Upon the passing of the Local Bill hereinafter mentioned and upon obtaining the prior consent of the Governor-General in Council thereto or as soon thereafter as may be the Corporation will exercise its option and acquire the said lease of the land described in the First Schedule hereto for the purposes of an Aerodrome.

2. Immediately on the execution of the said lease all buildings and other improvements effected on the said land and all the interest of the Club therein (but excluding the Club's loose plant gliders and other chattels) shall vest in the Corporation absolutely and the license held by the Club in the said land and all the rights and privileges of the Members of the said Club to the use of the said Aerodrome and the buildings and other improvements thereon (excepting those granted or reserved in the Second Schedule hereto) shall cease and determine.

3. Immediately on the execution of the said lease the Corporation will pay to the Club the said sum of Four hundred and fifty pounds (£450).

4. In the meantime and until the execution of the said lease the Club may retain control of the said Aerodrome and shall be entitled to make and retain all charges and to levy all such dues and fees for the use of the said lands and the facilities thereon provided or to be provided as are usually and customarily made and levied in respect of persons and aircraft using lands and facilities appropriated for the purposes of aviation and for the purpose of airports.

5. (1) The Corporation and the Club will submit to the Legislature and use their best endeavours to secure the enactment of legislation by way of a Local Bill to provide for the validation of these presents ; the constitution of an Airport Board (hereinafter termed " the Board ") for the administration and control of the said Aerodrome ; for enabling the Napier Harbour Board and the Corporation to enter into the said lease of the said land described in the First Schedule hereto ; and to enable effect to be given to the intention of all the terms and provisions of and incidental to these presents and to confer on the Corporation the Club and the Board the powers and authorities required to effectuate the same.

(2) The constitution name powers and duties of the said Board shall be as set out in the Second Schedule hereto.

Local Bill to be promoted validating agreement and constituting Airport Board.

*Struck out.*

Provisions for  
cancellation of  
agreement.

(3) Where under the provisions of the said Second Schedule hereto any power right license or privilege is reserved to or conferred upon the Corporation or the Club such power right license or privilege shall be so reserved or conferred by the provisions of the said Local Bill.

6. This deed is entered into upon the express terms that if the Corporation be unable to obtain the prior consent of the Governor-General in Council as aforesaid or if the Napier Harbour Board as owner of the lands described in the said First Schedule shall refuse to lease the said lands in accordance with the said option and the Corporation be unable or unwilling to enforce the said option or otherwise acquire the said lands or if the Corporation and the Club are unable for any reason whatsoever during the next ensuing Session of Parliament or any Session of Parliament held in the year One thousand nine hundred and thirty-five or One thousand nine hundred and thirty-six to obtain the passing of a Local Bill validating these presents and granting the necessary powers 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.

Schedules.

7. The said First and Second Schedules hereto shall form part of this Deed.

Arbitration.

8. All questions or differences whatsoever which may at any time hereafter arise between the parties hereto 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 two 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."

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

THE FIRST SCHEDULE.

ALL that piece or parcel of land containing by admeasurement two hundred and forty-four acres and twenty-seven perches (244 acres 0 roods 27 perches), more or less, being portion of Ahuriri Lagoon Reserve, and being Lot one (1) on a plan deposited in the Land Transfer Office at Napier under Number 6313, bounded as follows: Commencing at a point on the Napier-Gisborne Main Highway 154·7 links west from its junction with the Napier-Taradale Road; thence in a westerly and north-westerly direction along the north and east side of the said Napier-Gisborne Main Highway a total distance of 11389·3 links to the south end of the Embankment Bridge; thence on the north-east by other portion of Ahuriri Lagoon Reserve line bearing 111° 40' for a distance of 6524·9 links to the railway reserve at Pandora Point; thence in a south-easterly direction by a line bearing 166° 44' for a distance of 1937·4 links to road angle; thence along the west side of Hyderabad Road bearing 166° 06', distance 404·2 links; thence towards the south-east by a line bearing 114° 30',

*Struck out.*

distance 896.3 links, approximately half a chain to the south of the present railway reserve to the western boundary of Lot one (1), Deposited Plan 5255; thence along that boundary to the commencing-point line bearing 199° 24', distance 93.27 links.

THE SECOND SCHEDULE.

1. In these presents if not inconsistent with the context :—
  - “Aerodrome” means the lands described in the First Schedule and includes the aerodrome established or to be established upon the said lands;
  - “Board” means the Napier Airport Board to be constituted by the Local Bill referred to in the Deed of which this Second Schedule forms a part;
  - “Club” means the Napier Aero Club Incorporated as described in the said Deed;
  - “Corporation” means the Napier Borough Council or the Corporation of the Mayor Councillors and Burgesses of the Borough of Napier as the case may require;
  - “Deed” means the Deed of which this Schedule forms a part and made between the Corporation and the Club;
  - “Financial year” means a period of twelve (12) months ending on the thirty first day of March in any year;
  - “Fine” means a fine to be recovered summarily under the Justices of the Peace Act, 1927, or any amendment thereof;
  - “Special Resolution” means a resolution passed at a meeting of the Board and confirmed at a subsequent meeting held not earlier than six (6) clear days after the day on which the said resolution was passed.

Interpretation.

*New.*

1A. In this Schedule “the Act” means the Napier Airport Act, 1935.

*The Board.*

*Struck out.*

2. From and after the passing of the Local Bill referred to in the said Deed and by the provisions thereof there shall be constituted an Airport Board whose constitution name powers and duties shall be as hereinafter provided.

Constitution of Board.

3. The powers and duties of the said Board shall be exercised by it subject to the powers privileges and duties hereinafter ~~or by the said Deed reserved to or conferred upon the Corporation and the Club respectively.~~

*Struck out.*

4. The said Board shall be a body corporate under the name of “The Napier Airport Board” and shall have perpetual succession and a common seal with power by special resolution to alter and change such seal; and shall for the purposes and subject to the provisions of these presents be capable of purchasing taking on lease or otherwise acquiring managing holding disposing of and alienating real and personal property and of doing and suffering all such other acts and things as bodies corporate may by law do and suffer.

5. The Board shall consist of seven (7) members who except as hereinafter otherwise provided shall be appointed in manner following :—

Members of Board.

- (a) Three (3) members appointed by the Corporation;
- (b) Two (2) members appointed by the Club;

*Struck out.*

(c) Two (2) members who shall be *bona fide* residents of the Borough of Napier appointed by the officer of the New Zealand Government for the time being carrying out the duties of or acting as Controller of Civil Aviation for New Zealand and if at any time there be no officer as aforesaid carrying out such duties or so acting then by the Governor-General of New Zealand.

Governor-General may appoint member on failure Controller Civil Aviation to appoint.

6. (1) If from any cause the Controller of Civil Aviation or other officer as aforesaid whose duty it is to appoint a member of the Board shall fail neglect or refuse to do so within the time appointed in that behalf the Governor-General may appoint any person whomsoever being a *bona fide* resident of the Borough of Napier to be a member of the Board in lieu of the member who ought to have been so appointed.

Club may appoint members on failure of Council to appoint.

(2) If from any cause the ~~Corporation Council~~ being under a duty to appoint a member of the Board shall fail neglect or refuse so to do within the time appointed in that behalf and such failure neglect or refusal shall continue for fourteen (14) days after notice in writing shall have been given by the Club to the ~~Corporation Council~~ that the Club intends to exercise its powers hereunder the Club may appoint any person whomsoever being a *bona fide* resident of the Borough of Napier to be a member of the Board in lieu of the member who ought to have been so appointed by the ~~Corporation Council~~.

Council may appoint members on failure of club to appoint.

(3) If from any cause the Club being under a duty to appoint a member of the Board shall fail neglect or refuse so to do within the time appointed in that behalf and such failure neglect or refusal shall continue for fourteen (14) days after notice in writing shall have been given by the ~~Corporation Council~~ to the Club that the ~~Corporation Council~~ intends to exercise its powers hereunder the ~~Corporation Council~~ may appoint any person whomsoever being a *bona fide* resident of the Borough of Napier to be a member of the Board in lieu of the member who ought to have been so appointed by the Club.

Club's powers to appoint members to be exercised by Council if Club wound up or ceases to function.

(4) If the Club be wound up or dissolved:—

(a) Voluntarily under section 24 of "The Incorporated Societies Act, 1928 1908" or any amendment thereof; or

(b) By the Supreme Court under section 25 of that Act; or

(c) By the Registrar under section 28 of that Act;

or if the Club shall cease to discharge the functions usually discharged by Aero Clubs in New Zealand then the power granted to the Club to appoint two members of the ~~Airport Board~~ shall be exercised by the ~~Corporation Council~~ and the rights powers and privileges of the Club under these presents and under the Act constituting the ~~Airport Board~~ hereunder shall be ~~reseinded and have no effect~~ cease and determine and the Club its successors or assigns shall not be entitled to or have any claim for compensation for the loss of such rights privileges or powers or in any way arising thereout.

First appointment of members.

7. (1) The first appointment of members of the Board shall be made within a period of two (2) ~~calendar~~ months from the passing of the said local Bill Act.

(2) The members of the Board appointed under the provisions hereof shall retire on the thirtieth day of June ~~one thousand nine hundred nineteen hundred and thirty six~~ *thirty-eight* and on the thirtieth day of June in every third year thereafter.

(3) Retiring members shall be eligible for reappointment either by the same or another appointing authority.

(4) The Board shall not be concerned to see or enquire into the validity of any such appointment of members and shall be entitled to accept as conclusive evidence of the validity thereof a notification of any such appointment in writing from the Town Clerk of the Corporation Council the Secretary of the Club or ~~Controller of Civil Aviation or the Governor General~~ the Minister of Defence as the case may be.

*Struck out.*

(5) If any person as aforesaid knowingly inserts or causes or allows to be inserted in any notification as aforesaid any false statement as to the appointment of any member he shall be liable to a fine not exceeding fifty pounds (£50).

8. (1) The following persons shall be incapable of being appointed to be or of being members of the Board, that is to say :—

Disqualification of members.

- (a) An alien ;
- (b) A person of unsound mind ;
- (c) A bankrupt who has not obtained his order of discharge or whose order of discharge is suspended for a term not yet expired or is subject to conditions not yet fulfilled ;
- (d) A person convicted of any offence punishable by imprisonment unless he has received a free pardon or has served his sentence or otherwise suffered the penalty imposed upon him ;
- (e) Any person holding office or place of profit under or in the gift of the Board.

*New.*

(2) The Board is hereby declared to be a local authority for the purposes of the Local Authorities (Members' Contracts) Act, 1934.

9. (1) If any person while holding office as a member of the Board becomes incapable of continuing to hold office under ~~the last preceding section subclause (1) of the last preceding clause~~ his office shall be thereby vacated and such vacancy shall be deemed an extraordinary vacancy.

Extraordinary vacancies.

(2) Every person who does any act as a member of the Board while incapacitated under ~~the last preceding section subclause (1) of the last preceding clause~~ otherwise than under paragraph (b) thereof shall be liable to a fine not exceeding fifty pounds (£50).

10. (1) A member of the Board may resign his office by writing delivered to the Chairman or Secretary of the Board and in such case or in the case of his death or his absence without leave of the Board from three (3) consecutive meetings of the Board his office shall become vacant and such vacancy shall be deemed an extraordinary vacancy.

Vacation of office by members.

(2) If any member of the ~~Napier Borough Council~~ he is appointed by it to be a member of the Board and thereafter ceases to be a member of the said Council he shall on the expiration of two (2) months after he has so ceased to be a member of the said Council vacate his office as a member of the Board unless in the meantime he has been confirmed in his office by resolution of the said Council. Any vacancy so created shall be deemed an extraordinary vacancy.

11. (1) In the event of an extraordinary vacancy occurring in the office of a member of the Board :—

Appointments to fill extraordinary vacancies.

- (a) Such vacancy shall be filled subject to the provisions of ~~these presents hereof~~ by the person or body by whom or on whose behalf the member of the Board whose office has become vacated was appointed ;

(b) It shall be the duty of the Board forthwith to report the fact to the

*Struck out.*

Controller of Civil Aviation if the vacancy is to be filled by him to the Governor-General if the vacancy is to be filled by him to the Corporation if the vacancy is to be filled by it or to the Club if the vacancy is to be filled

*by it person or body by whom the vacancy is to be filled.*

(2) The appointment of a member to fill an extraordinary vacancy shall be made not later than one (1) month after the vacancy occurs.

(3) A person appointed to be a member of the Board to fill an extraordinary vacancy shall hold office so long only as his predecessor would have held it.

Acts of Board not invalid though number of members incomplete.

12. (1) No act or proceeding of the Board shall be invalidated or be deemed illegal in consequence only of the number of the members of such Board not being complete at the time of such act or proceeding.

(2) All acts and proceedings of the Board shall notwithstanding the fact that there was some defect in the appointment of any person as a member thereof or that any member is disqualified or not entitled to act or vote be as valid as if every such person had been duly appointed and was qualified to be and to act and vote as a member of the Board.

When Board deemed to come into existence.

13. The Board shall be deemed to come into existence as a corporate body as soon as any member thereof has been duly appointed in accordance with the provisions hereinbefore contained.

Term of office.

14. Every member of the Board shall unless he sooner resigns dies or vacates his office hold office until the appointment of his successor.

Members not personally responsible.

15. No member of the Board shall be personally responsible for any act or omission of the Board or of any member thereof done or omitted in good faith in pursuance or in intended pursuance of the authority ~~of these presents~~ hereby conferred.

Board may pay travelling expenses of members.

16. It shall be lawful for the Board if it thinks fit to pay to any member thereof the amount reasonably and actually expended by him by way of travelling expenses in attending the meetings of the Board or in the performance of his duties as a member of the Board.

*Ouster of Office.*

Ouster of office

17. (1) Upon proof in the first instance by affidavit or otherwise that any member of the Board is or has become incapable ~~under these presents~~ of holding his office, the Magistrate's Court in the Borough of Napier may grant a summons calling upon the person holding such office to show cause why he should not be adjudged to be ousted of the same.

(2) If on the return of such summons it appears to the Court, on affidavit or oral evidence on oath, that such person is incapable ~~under these presents~~ of holding the said office, the Court may adjudge such person to be ousted of the same, and such person shall be ousted from such office accordingly.

(3) In any such proceeding the Magistrate's Court may exercise all the powers and authorities which it may exercise in its ordinary jurisdiction in civil cases; and the procedure of such Court shall, so far as applicable, apply generally to proceedings had under this section.

(4) No question which may be tried under this section shall be tried in the Supreme Court; and no proceedings in the Magistrate's Court hereunder shall be removable into the Supreme Court by certiorari or otherwise.

*Proceedings of Board.*

18. (1) The first meeting of the Board shall be held at a time and place to be fixed in that behalf by the ~~Corporation~~ *Council*. Meetings of Board.

(2) An annual meeting of the Board shall be held in the month of July in every year.

(3) Other meetings shall be held as the Board shall from time to time determine.

(4) At the first meeting of the Board and at every annual meeting and as often as the office of Chairman becomes vacant the members shall elect one of their number to be Chairman who shall hold office until the appointment of his successor. Appointment of Chairman.

(5) At every meeting for the election of Chairman the Secretary of the Board shall preside and in any case of equality of votes shall determine the election by lot.

(6) The Chairman shall preside at each meeting of the Board at which he is present but in his absence from any meeting the members present shall elect a member to act as Chairman at such meeting. Chairman to preside at meetings.

(7) The Chairman at any meeting shall have a deliberative vote and in case of an equality of votes shall also have a casting-vote.

(8) No business shall be transacted at any meeting of the Board unless at least a quorum of members is present thereat during the whole time at which the business is transacted. Quorum to be present.

(9) A quorum shall consist of half of the whole number of the members of the Board (irrespective of any extraordinary vacancies) when that number is even and a majority of such members when the number is odd.

(10) A member of the Board shall not vote or take part in the discussion of any matter before the Board in which he has directly or indirectly by himself or his partner any pecuniary interest otherwise than as a member of an incorporated company in which there are more than twenty (20) members and of which he is not the General Manager or Manager. Any member who knowingly offends against the provisions of this paragraph shall be liable to a fine not exceeding fifty pounds (£50) for every such offence and upon being so fined his seat on the Board shall become vacant. Members not to vote on question in which he has pecuniary interest.

(11) Meetings of the Board shall be open to the public but the Board for sufficient cause of which it shall be sole judge may exclude strangers altogether from any meeting. The Chairman at any meeting may order any constable or officer of the Board to exclude or remove any stranger from the meeting on account of noisy or disorderly conduct or intoxication. Meetings to be open to public unless Board otherwise determines.

(12) Subject to the provisions hereof the Board may regulate its own proceedings.

*Chairman to give Information.*

19. (1) The Chairman of the Board shall be compelled to give all information required of him by or on behalf of the Board on any Chairman compellable to give information.

matter requisite to enable the Board to carry into effect any of the provisions ~~of these presents hereof~~ and to produce all books, papers, and documents belonging to the Board which relate to any such matter, to any person authorized by the Board to apply for the same.

(2) If the Chairman refuses or neglects to give any such information when called upon to do so, or to produce all or any such books, papers, or documents as aforesaid he shall be personally liable to a fine not exceeding five pounds (£5) for every such refusal or neglect.

(3) The word "Chairman" in this section includes the Acting-Chairman for the time being, and also the person having the control over the books, papers, and documents belonging to the Board.

#### *Minutes of Proceedings.*

Minutes of proceedings to be kept.

20. (1) The Secretary shall keep the minutes of the proceedings of the Board in a book, in which he shall enter, subject to the directions of the Board, the names of the members attending each meeting and the names of the members voting on each question on which there is a division, and every resolution, order, or other proceeding of the Board, and any other matter directed by the Board to be entered upon the minutes.

(2) The minutes of the proceedings of every meeting shall be read at the next ordinary meeting succeeding, and, if approved by the Board, or when amended as directed by the Board, shall be signed by the Chairman of such succeeding meeting.

(3) The minutes of proceedings of any meeting of the Board kept as above provided, or an extract thereof certified as correct by the Chairman or Secretary, shall, unless the contrary is proved, be received as evidence of such proceedings and of the due convening and holding of the meeting; and the validity of all such proceedings shall be presumed unless the contrary is proved.

(4) The minute book of the Board shall be kept in the office of the Board, and shall be open for inspection without fee during all office hours by any member of the Board or of the ~~Corporation~~ Council or by any committeeman of the Club or any creditor of the Board.

#### *Powers and Duties of Board.*

General powers.

21. Subject to the conditions herein specified and to the rights of the ~~Corporation~~ Council and of the Club herein reserved and specified the Board in connection with the providing operating and maintaining of an Airport for the Borough of Napier may do the following things:—

- (a) Provide establish and maintain an aerodrome on the lands described in the First Schedule ~~hereto to the Act~~;
- (b) Provide construct and maintain landing and taking off places for aircraft approaches, buildings, and other accommodation and apparatus and equipment for such aerodrome;
- (c) Purchase, *take on lease*, or otherwise provide land for the extension of the ~~said~~ aerodrome *on the land described in the First Schedule to the Act or for an auxiliary or temporary aerodrome for the Borough of Napier*;
- (d) Carry on in connection with the ~~said~~ aerodrome any subsidiary business which in the opinion of the Governor-General in Council is ancillary to the carrying on of the ~~said~~ aerodrome;

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- (e) Purchase charter hire or otherwise acquire from time to time as the Board may consider desirable aircraft and all necessary, requisite, or usual fittings, gear, plant, spare parts, or accessories, belongings and things appurtenant to such aircraft or for the repair of the same or other aircraft ;
  - (f) As a business ancillary to the carrying on of the said aerodrome carry on the business of aircraft proprietors, carriers of passengers, general carriers, mail contractors and manufacturers, repairers, cleaners, warehousemen and storers of and buyers, sellers and dealers in aircraft of all descriptions and of engines, chassis and bodies and other articles and things of whatsoever description used for or in connection with aircraft ;
  - (g) At the said aerodrome carry on the business of garage proprietors, fitters, founders, jobbers and suppliers of and dealers in petrol, oils and lubricants, electrical goods, tires, and all requisites, accessories, articles and things used generally in connection with aircraft or which are commonly supplied or dealt in by persons engaged in any such businesses or which may seem to the Board capable of being profitably dealt with in connection with any of the said businesses ;
  - (h) At the said aerodrome provide erect purchase or otherwise acquire and maintain hangars, garages and buildings for the housing of aircraft or for the repair, construction and erection of aircraft petrol stations, stores, workshops and other buildings necessary or desirable in the opinion of the Board for the purposes of the Airport and to furnish and equip all or any of such buildings or erections and to install therein all needful machinery, plant appliances, appurtenances and things ;
  - (i) At the said aerodrome erect or build hostels for the accommodation of guests and club houses and from time to time equip furnish and conduct the same and make schedules of charges rules and regulations conditions of tenure and other terms for the control and management of any such hostel or club house ;
  - (j) At the said aerodrome erect construct and maintain search-lights flood lighting or other lighting apparatus or equipment or any other apparatus or equipment of whatsoever description necessary or desirable in the opinion of the Board for the operation of the said aerodrome and the landing and taking off of aircraft thereon or therefrom by day or by night ;
  - (k) At the said aerodrome lay out enclose and plant or provide gardens, lawns, grounds, plantations, gymnasia, swimming pools, pavilions, buildings, equipment, furnishings and other things for the playing of games of whatsoever description or for any other purposes of public enjoyment or recreation;

- (l) On or near the seacoast in the Borough of Napier or adjacent thereto provide or otherwise acquire land, buildings, workshops, materials, plant, machinery, appliances and other things for the housing, overhauling, repairing and reconstruction of seaplanes. Provided that no such buildings, workshops or conveniences shall be erected below mean high water mark except with the consent of the Napier Harbour Board and in pursuance of an Order in Council under the provisions of "The Harbours Act 1923";
- (m) From time to time provide offices in the Borough of Napier or at the aerodrome with fitting furniture for the same for holding its meetings and transacting its business and for the use of its officers and for any other purposes and may purchase or take on lease land or buildings for such purposes or may cause buildings to be erected on any land belonging to or leased to the Board or any such building to be added to or improved;
- (n) Generally do all acts and things necessary for establishing the said aerodrome, the business or businesses hereinbefore mentioned, the constructing, maintaining altering and repairing and using the said aerodrome, carrying on the said businesses and providing transit to and from such the aerodrome for passengers and other persons arriving at or departing from such aerodrome by air.

Board not to have power to establish aerodrome in opposition to aerodrome established on lands described in First Schedule.

22. Notwithstanding any of the provisions hereof the Board shall not have power to establish or to apply any of its funds to the establishment of any aerodrome or airport (or to purchase or otherwise acquire lands for an aerodrome or airport) to be run in opposition to the aerodrome or airport established upon the lands described in the First Schedule ~~hereto to the Act~~. Provided that nothing herein shall preclude the Board from exercising its powers under

*Struck out.*

~~section 21, sub-section (1), of these presents relating to the provisions of facilities for the housing, overhauling, repairing and reconstruction of seaplanes paragraphs (c) and (l) of the last preceding clause.~~

Board to comply with borough by-laws and regulations under the Air Navigation Act, 1931.

23. In exercising its powers and authorities hereunder the Board shall comply in all respects with the provisions of any *borough* by-laws ~~of the Corporation~~ applying to the aerodrome and of all ~~regulations issued under "The Air Navigation Act, 1931" or any amendment thereof~~ *respectively the Air Navigation Act, 1931, and any regulations made thereunder, and of any other Act or regulations*, and shall comply with all lawful requisitions made by the Controller of Civil Aviation or by the Minister of Defence.

Board with consent of owner may remove obstructions on land adjacent to aerodrome.

24. Where any electric line telegraph line building fence tree or other erection or obstruction (all hereinafter included in the term "obstruction") situate on any land adjacent to the said aerodrome in the opinion of the Board interferes with or is likely to interfere with the operation of the said aerodrome or the landing or taking off of aircraft thereon or therefrom by day or night the Board may with the consent in writing of the owner of any such obstruction remove the same and re-erect it in some other position or pay to the owner the cost of so doing together with such further sum (if any) as may be agreed upon for compensation.

25. Subject to the condition that nothing herein shall limit or restrict any powers or duties vested in the Controller of ~~Air Services~~ *Civil Aviation* or any officer of the Government charged with the administration of the regulations under the Air Navigation Act, 1931, ~~or any amendment thereof~~ the control and supervision of flying operations on or about the aerodrome, the use of the aerodrome by aircraft and the administration and enforcing of the said regulations and of any *borough* by-laws of ~~the Corporation~~ relating to the aerodrome shall be vested in the Board.

Control of flying operations at aerodrome and administration of by-laws and air regulations vested in Board.

26 (1) The Board may by special resolution make ~~regulations~~ *rules* not inconsistent with any rights licenses or privileges of the Club and not inconsistent with any *borough* by-law of ~~the Corporation~~ applying to the aerodrome or with any regulations under the Air Navigation Act, 1931, ~~or any amendment thereof respectively or with any other Act or regulations~~ providing for the control and supervision of flying operations on or about the aerodrome or the manœuvring of aircraft on the aerodrome.

Board may make rules.

(2) Every person who commits a breach of any ~~regulation~~ *rule* of the Board hereunder shall be liable to a fine not exceeding twenty pounds (£20).

(3) A copy of every ~~regulation~~ *rule* made by the Board hereunder shall within seven days after the making thereof be sent by the Board to the Minister for the time being in charge of Civil Aviation who may at any time within three (3) months after the making of such ~~regulation~~ *rule* disallow the same or any part thereof and upon such disallowance being gazetted such ~~regulation~~ *rule* or part thereof shall cease to have any force; but such disallowance shall not effect the validity of anything theretofore done under the ~~regulation~~ *rule* or part thereof so disallowed.

27. In the exercise of its powers and duties hereunder the Board shall not erect construct or make or permit or suffer to be erected constructed or made any buildings erections obstructions or excavations or plant or permit or suffer to be planted any tree or shrub in any part of the aerodrome without first passing a special resolution that the land whereon such building erection obstruction or excavation is proposed to be erected constructed or made or whereon such tree is proposed to be planted is not required or likely to be required for the landing or taking off of aircraft and is not in such a position that any such building erection obstruction excavation or tree thereon is likely to restrict the free manœuvre of aircraft on or over the aerodrome.

Board not to make erections or permit erections at aerodrome in positions likely to interfere with flying operations.

28. It shall be the duty of the Board to keep all buildings and other property of the Board insured against fire in their full insurable value in some reputable company carrying on business in Napier.

Board to insure property.

29. (1) It shall be the duty of the Board to take out and maintain in some reputable company carrying on business in Napier a policy indemnifying the Board against all claims which might be made against it under the Workers' Compensation Act, 1922, ~~and its amendments~~, or at common law in respect of compensation payable to any workman or servant of the Board or his dependants or which might be or become a charge upon the Board's interest in the said lands.

Board to take out policy against employer's liability

(2) In the event of the Board failing neglecting or refusing to take out and maintain any such policy as aforesaid or any fire insurance policy as mentioned in the ~~preceding section~~ *last preceding clause* the ~~Corporation Council~~ may take out such a policy or policies and recover the cost incurred in so doing from the Board as a debt *due to the Corporation*.

Board deemed to be owner and occupier of aerodrome lands for certain purposes.

30. For the purposes of the Rating Act, 1925, the Noxious Weeds Act, 1928, and the Health Act, 1920, ~~and any amendments thereof~~ respectively the Board shall be deemed to be the owner and occupier of the lands described in the First Schedule hereto *aerodrome*.

Use of common seal.

31. The common seal of the Board shall not be affixed to any deed or instrument except in the presence of two of the members of the Board and every deed or instrument for which such seal is required shall be signed by two of the members and by the Secretary of the Board.

#### Contracts.

Mode of contracting.

32. (1) Any contract which if made between private persons must be by deed shall if made by the Board be in writing under the seal of the Board.

(2) Any contract which if made between private persons must be in writing signed by the parties to be charged therewith shall if made by the Board be either under the seal of the Board or signed by two members of the Board on behalf of or by direction of the Board.

(3) Any contract which if made between private persons may be made verbally without writing may be similarly made by or on behalf of the Board by any two members acting by direction of the Board but no verbal contract shall be made for any sum exceeding twenty pounds (£20).

#### Officers.

Appointment of officers of Board.

33. (1) The Board may by resolution from time to time appoint ~~discharge or reappoint~~ fit persons to be Secretary, Treasurer, Manager and all such other officers, pilots, officials, clerks and servants as it may deem necessary to assist in the execution of the powers duties and authorities of the Board and may pay such persons such salaries and allowances out of the funds of the Board as it thinks fit.

(2) No member of the Board shall be capable of holding such office unless without remuneration.

(3) One person may hold two or more of such offices.

(4) The Board may enter into an agreement in writing with any person whom it proposes to appoint or who has been appointed an officer or servant of the Board to the effect that such person shall not, save as provided in such agreement, be removed from office during such period (not exceeding three years from the date of his appointment or the date of such agreement as the case may be) as is stated in such agreement. Any such agreement may from time to time be renewed for any period not exceeding three years at any one time from the date of such renewal.

Acting officers.

34. During the absence from duty of any officer of the Board by reason of illness, leave of absence or other cause, the duties and powers of such officer may be performed and exercised by an acting officer appointed by the Board and such appointment may be either general or for some occasion only.

*Leases.*

35. (1) With the prior written consent of the ~~Corporation Council~~ <sup>Power of Board to lease and extent of leasing-powers.</sup> the Board may subject to the terms and conditions hereinafter mentioned and upon such additional terms and conditions not inconsistent with ~~these presents~~ *the provisions hereof* as it deems fit let by way of lease any land being part of the ~~said~~ aerodrome upon terms permitting the lessee to erect thereon buildings for the housing, repair and construction of aircraft or for accommodation houses, hotels, general stores, petrol stations, or any other buildings, equipment or appurtenances necessary or desirable in the opinion of the Board for the purposes of the airport.

(2) No such lease shall be for a term exceeding ten (10) years.

(3) No building shall be erected by the lessee except in accordance with plans and specifications approved by the Board and complying with the provisions of any *borough* by-laws ~~of the Corporation~~ applying thereto.

(4) If at any time during the term of any such lease the land demised thereby or any part thereof is required by the Board for the purposes of the aerodrome the Board may terminate such lease as to the whole of the demised land or so much as is required as aforesaid without the payment of compensation (unless the same be expressly authorized as hereinafter mentioned by the provisions of the lease) or liability to any action or claim for damages in respect of such termination.

(5) Any such lease may contain a provision that upon the termination thereof as to the whole of the demised land or so much as is required as aforesaid the Board shall pay to the lessee compensation for the then value of the buildings then upon the demised land or the part thereof resumed as the case may be such value to be determined at the time of such termination of lease and if not mutually agreed upon such value shall be determined by two arbitrators and their umpire pursuant to the provisions of "The Arbitration Act 1908." ~~or any amendment or re-enactment thereof for the time being in force.~~ Provided always that no such provision as aforesaid shall be contained in any such lease unless a further provision be also inserted therein fixing the minimum value of any buildings to be erected by the lessee upon the demised land.

(6) If at any time during the term of any such lease the Board shall be of opinion that any building erection tree or thing on any part of the demised land restricts or may restrict or in any way interferes with the free manœuvre of aircraft on or over the ~~said~~ aerodrome or in any way whatsoever interferes with the full and efficient use of the aerodrome the Board may require the lessee to remove any such building erection tree or thing without the payment of compensation or liability to any action or claim for damages in respect thereof. In such event the Board shall give written notice to the lessee requiring him within a period stated in such notice to remove such building erection tree or thing and if the lessee shall fail neglect or refuse to comply with the provisions of any such notice within the period therein mentioned the Board may effect such

removal and the lessee shall upon demand by the Board pay to it the expenses incurred in and about such removal or at its option the Board may terminate the lease and all the rights or privileges of the lessee thereunder.

Powers of Board as to surrender of lease, reduction of rent, &c.

36. The Board may by special resolution :—

- (a) Accept on such terms and conditions as it thinks fit a surrender of any lease whether with respect to the whole or any part of the land comprised in the lease ;
- (b) At any time or times during the currency of a lease reduce the rent to be paid thereunder during the remainder or any part of the remainder of the term ;
- (c) At any time or times during the currency or after the determination of a lease compromise with the lessee for any rent due by him or waive breaches of any ~~tenancy~~ term or condition of any lease.

*Finance.*

Revenues of Board.

37. The revenues of the Board shall consist of the following moneys, that is to say :—

- (a) All moneys which the Board shall receive by way of rents of lands or buildings or from grazing rights over any portion of the aerodrome ;
- (b) All moneys received as ground fees for the playing of games on the aerodrome lands ;
- (c) All moneys received for landing and housing fees ;
- (d) All moneys received by way of grant from the Government the ~~Corporation~~ Council or other local authority or public subscriptions or donations ;
- (e) All moneys received by the Board for the use of the aerodrome or appurtenances thereto ;
- (f) All moneys received by the Board from the Club as hereinafter provided for ;
- (g) All moneys received by the Board in the carrying on of any business or undertaking as hereinbefore mentioned ;
- (h) All other moneys which may become the property of the Board.

38. The ~~Corporation~~ Council shall pay and discharge the rent payable to the Napier Harbour Board under the said lease of the said land during the first ten (10) years from the commencement of the said lease and from and after the expiration of the first ten (10) years from the commencement of the lease the Board shall duly and punctually pay to the Napier Harbour Board or to the ~~Corporation~~ Council as the ~~Corporation~~ Council may from time to time direct all rent payable by the Corporation under the said lease or any renewed lease of the said land and from the commencement of the said lease the Board will duly and punctually pay all rates taxes and outgoings payable in respect of the said lands and shall indemnify the Corporation from and against payment of such rent rates taxes and outgoings and if the Board shall make default in the due and punctual payment of the same or any part thereof as aforesaid the same may be recovered by the Corporation from the Board as a debt in any Court of competent jurisdiction.

39. If the Corporation shall acquire the freehold of the said land described in the First Schedule ~~hereto to the Act~~ then from and after the date on which the Corporation acquires the freehold as aforesaid or from and after the date ten (10) years after the commencement of the said lease (whichever date shall be the later) the Board shall pay to the ~~Corporation Council~~ each year in lieu of rent payable under ~~clause 38 hereof the last preceding clause~~ a sum by way of rent equal to five pounds (£5) per centum per annum of the purchase price paid by the ~~Corporation Council~~ for the freehold of the said land and shall continue to pay the rates taxes and outgoings payable in respect of the said lands as provided by ~~clause 38 hereof the last preceding clause~~.

40. If the Board shall make default for a period of one month after demand in writing in payment of any moneys payable by way of rent or any rates taxes and outgoings or any portion thereof payable by the Board as provided by ~~clauses 38 and 39 hereof the last two preceding clauses~~ the ~~Corporation Council~~ may by notice in writing to the Board determine all the Board's powers and rights hereunder and thereupon the provisions of ~~clause 59 (2) subclause (2) of clause 59~~ hereof shall apply as if the Board had been dissolved pursuant to the said clause 59.

41. (1) All moneys belonging to the Board shall be paid into such bank as the Board from time to time appoints.

Moneys of Board to be paid into bank.

(2) All moneys raised by way of loan shall be paid into a separate account at the bank for each loan which account shall be named according to the description of the loan.

(3) All other moneys belonging to the Board shall be paid into an account at the bank to be called "The General Fund."

(4) Notwithstanding anything in the foregoing provisions of this ~~section~~ clause the Board may if it thinks fit pay into a separate bank account all moneys accruing from any business as hereinbefore mentioned undertaken by the Board or moneys appropriated and held by it for any special purpose.

(5) The Board may if it thinks fit keep such separate accounts in its books as it deems necessary and all such separate accounts shall be audited.

42. No moneys shall be drawn out of the bank except by authority of the Board and all moneys shall be paid by the Board in cash or by cheque signed by the Treasurer of the Board and countersigned by any two of such of its members as the Board from time to time authorizes to sign cheques.

How moneys to be withdrawn from bank.

43. All moneys paid or purporting to be paid by the Board by promissory note or bill shall be deemed to be moneys unlawfully expended or applied within the meaning of section 127 of the Public Revenues Act, 1926, and the provisions of that section ~~or any provisions that may hereafter be substituted therefor~~ shall apply with respect thereto accordingly.

Moneys not to be paid by promissory note or bill.

44. The Board shall have power to compound with any person for such sum of money or other recompense as it thinks fit in respect of the breach of any contract or of any penalty incurred thereunder or of any debt due by or to the Board or of any damage done by the Board or its servants or to submit any such matter to arbitration whether before or after any action or suit is brought for or in respect of the same.

Power of Board to settle claim.

How moneys of Board to be applied.

45. All moneys received by the Board by way of revenue shall be applied in exercising the powers *hereby* granted to or vested in the Board ~~by these presents~~ including the establishing managing administering and improving of the said aerodrome and generally in carrying into execution the purposes and objects of ~~these presents~~ *the Act* in such a manner as the Board in its absolute discretion may think fit.

If in any year the Board shall have a surplus revenue after satisfying the requirements of the Board in the exercise of its powers as aforesaid and after setting aside so much thereof as may be considered necessary in anticipation of the future requirements of the Board the balance of such surplus revenue shall be paid *to the Council* and belong to the Corporation.

Board not to borrow except from the Corporation.

46. It shall not be lawful for the Board to borrow money except from the Corporation ~~as hereinafter mentioned~~ nor shall it be lawful for the Board at the end of any year to owe except to the Corporation as aforesaid any sum or sums in the aggregate greater than such part of the revenue of the Board for the year then ended as remains outstanding and unpaid and properly payable to the Board.

Board to keep proper accounts.

47. (1) The Board shall keep full and correct accounts of all moneys received and expended by it and of its assets and liabilities and shall within twenty-eight (28) days after the end of every financial year cause to be prepared a balance sheet together with a statement of income and expenditure for that year.

(2) A copy of such balance sheet and statement shall be sent to the ~~Corporation Council~~ the Club and the Controller of Civil Aviation within two (2) ~~calendar~~ months after the end of every financial year.

(3) All accounts of the Board shall be audited by the Audit Office which for that purpose shall have and may exercise all such powers as it has under the Public Revenues Act, 1926, in respect of public moneys.

Neither New Zealand Government nor the Corporation responsible for liabilities of the Board.

48. No claim of any creditor of the Board shall attach to or be paid out of the public revenues of New Zealand or out of the revenues of the Corporation or attach to or be paid by the Government or by the ~~Corporation~~ *Council*.

#### *Legal Proceedings.*

Notice to be given of intention to commence actions.

49. (1) No action shall be commenced against the Board or any member thereof or other person acting under the authority or in the execution of or intended execution of or in pursuance of the provisions hereof for any alleged irregularity or trespass or nuisance or negligence or for any act or omission whatsoever until the expiry of one month after notice in writing specifying the cause of action the Court in which the action is intended to be commenced and the name and residence of the plaintiff and of his solicitor or agent in the matter has been given by the plaintiff to the defendant.

(2) Every such action shall be commenced within six (6) months next after the cause of action first arose whether the cause of action is continuing or not.

Persons authorized to lay informations or complaints.

50. Where under the provisions ~~of these presents~~ *hereof* or of any regulation under the Air Navigation Act, 1931, any *borough* by-law ~~of the Corporation~~ or any *regulation rule* of the Board respectively relating to the aerodrome proceedings may be taken against any person for a breach thereof respectively such proceedings may (without in

any way restricting the powers vested in any other person ~~so to do in that behalf~~) be commenced upon information or complaint laid by the Controller of Civil Aviation any officer of the Board or ~~Corporation the Council~~ or by any person authorized by the Controller of Civil Aviation the Board or the ~~Corporation Council~~.

51. Every order notice or other document requiring authentication by the Board may unless otherwise provided be signed by any two members of the Board or by the Secretary and need not be under seal. Authentication of documents by Board.

52. Any summons writ or other legal proceedings requiring to be served on the Board may be served by being left at the office of the Board or given personally to the ~~Clerk~~ *Secretary* thereof. Service on Board.

*Miscellaneous Provisions.*

53. Every person who damages any of the buildings works plant machines machinery appliances or conveniences erected or constructed or used under the provisions ~~of these presents hereof~~ shall be liable for the amount of such damage to be recovered by any person authorized in that behalf by the Board in any Court of competent jurisdiction and if such damage be done wilfully shall be liable in addition to a fine not exceeding fifty pounds (~~£50~~).

54. Every person who wilfully obstructs molests or makes use of any threatening language to any officer of the Government ~~Corporation Council~~ Board or Club workman or other person who may be performing any duty or executing any work which he has lawful authority to do under or by virtue of the provisions ~~of these presents hereof~~ shall be liable to a fine not exceeding twenty pounds (~~£20~~).

55. Every person who wilfully or negligently breaks throws down damages or takes away any lamp lighting apparatus or other work set up for the purpose of lighting the aerodrome or approaches thereto or wilfully extinguishes any light within such lamp shall be liable for the amount of injury or damage done and also in addition to a fine not exceeding fifty pounds (~~£50~~).

56. All fines recoverable under the provisions ~~of these presents hereof~~ or any ~~regulations rules~~ made by the Board ~~thereunder hereunder~~ may be recovered in a summary way and when recovered *before two or more Justices* shall if not otherwise expressly provided for be ~~the property of the Board~~ *paid into the Consolidated Fund*.

57. All moneys payable or owing by any person to the Board whether in respect of revenue or otherwise howsoever may be recovered in any Court of competent jurisdiction. Recovery of debts.

58. Officers of Customs, officers of the Defence Department, *officers of the Post and Telegraph Department*, and officers of the Police Department acting in the execution of their duty shall at all times have free ingress passage and egress in through and out of the ~~said~~ aerodrome and any buildings thereon. Freedom of passage for officers of the Customs and Defence Departments, &c.

*Dissolution of Board.*

59. (1) The Governor-General may at any time dissolve the Board in manner following :— Governor-General may dissolve Board.

(a) A petition praying the Governor-General to dissolve the Board signed on behalf of the Corporation shall first be presented to the Governor-General ;

Upon dissolution of Board property of Board to vest in Corporation and Council to be the Airport Board.

Sum to be paid by Council to Club for loss of rights, privileges, &c.

Powers and privileges of Club.

Functions of Club.

- (b) Upon receipt of such petition the Governor-General shall may appoint a Commission consisting of a Stipendiary Magistrate who shall be Chairman of the Commission and two other persons to enquire and report to him upon the advisability of complying with the prayer of the petition ;
- (c) If the Commission reports that the prayer of the petition should be given effect to the Governor-General shall may by Order in Council dissolve the Board ;
- (d) The cost of all proceedings under this paragraph shall be borne by the petitioners ;
- (2) Upon such dissolution by the Governor-General :—
- (a) All the property of the Board shall vest in the Corporation and all the rights privileges and powers of the Club hereunder ~~or under the said Deed~~ shall be deemed to have been ~~rescinded~~ cancelled ;
- (b) The ~~Corporation Council~~ shall thereafter be the Airport Board for Napier with all the powers of an Aviation Authority under the Local Authorities Empowering (Aviation Encouragement) Act, 1929, and all the powers ~~hereinbefore~~ conferred upon the Board as set out in the ~~said Local Bill Act~~ and this Schedule ;
- (c) The ~~Corporation Council~~ shall pay to the Club a sum calculated as follows—namely, the sum of five hundred pounds (£500) reduced by the sum of twenty-five pounds (£25) for each and every complete year which shall have elapsed between the ~~date upon which the said Local Bill shall be enacted~~ *passing of the Act* and the date on which the Board is dissolved as hereinbefore provided and the Club shall accept such payment in full satisfaction of all claims and demands whatsoever of the Club in respect of such dissolution and cancellation and ~~rescinding~~ of the rights privileges and powers of the Club ~~under the said Deed hereunder~~ or in any way arising ~~thereout hereout~~ or in connection with the ~~said~~ aerodrome or in any way relating to the ~~said Deed or~~ aerodrome ;
- (d) The ~~Corporation Council~~ may out of its general funds pay to the Club the said sum mentioned in ~~subclause (c) above~~ the last preceding paragraph.

*Powers and Privileges of the Napier Aero Club.*

60. Notwithstanding the provisions ~~hereinafter~~ *hereinbefore* contained the powers and duties conferred upon the Board shall be subject to the following rights and privileges reserved by and conferred upon the Club—

- (a) For the purposes of these presents the functions of the Club comprise the teaching of flying and the training of aviators and includes those activities in which the Club has hitherto been engaged in developing public interest in aviation, the construction and operating of gliders, providing ground services, providing and operating machines for travelling by air but not the establishment or maintenance of regular services in competition with commercial aviation companies or authorities ;

- (b) Subject as hereinafter provided the Club for the purposes of exercising the said functions shall have and retain perpetual free but not exclusive flying rights over such portions of the land comprised in the First Schedule ~~hereto to the Act~~ as are now or may hereafter be used as landing or taking-off places for aircraft but subject as hereinafter mentioned nothing herein shall prevent the Board from granting similar or other rights to any other person or body ; Club to retain free flying rights.
- (c) The Club shall not enter into direct competition with any regular air service ; Club not to compete with regular air services.
- (d) The Club shall at all times be entitled to the free and exclusive use of the Club House Room and workshop forming part of the buildings now on the said aerodrome and of any buildings additions or appurtenances hereafter erected by the Club with the approval of the Board and the Club shall have the right subject to the approval of the Board to erect further buildings to make additions to buildings and to shift buildings as occasion may require. The Club shall at its own expense keep and maintain in good order and condition all present and future buildings and appurtenances on the said aerodrome the exclusive use of which is *hereby reserved to or conferred upon the Club by these presents* ;
- (e) Subject as hereinafter mentioned the Club shall have the right on ten (10) days in each year to be approved by the Board to conduct such demonstrations, club days, or pageants and to charge for admission thereto and to retain for Club purposes the whole of the admission fees and other moneys arising therefrom. The actual day or days upon which such right shall operate shall be subject to the approval from time to time of the Board. In the allocation of days for such purposes as aforesaid the Board shall as far as possible give preference to the Club. The Club in exercising the rights conferred by this clause shall not cause any interference with any commercial air service ; Club to have right to conduct demonstrations, &c., on certain number of days in year.
- (f) In exercising the rights and privileges conferred upon the Club by the provisions hereof the Club and its members shall comply at all times and in all respects with the provisions of all regulations under the Air Navigation Act, 1931, with the provisions *of any other Act or regulations and of any borough by-laws of the Corporation hereafter for the time being* applying to the said aerodrome *and with the regulations rules of the Board and with any amendments to the said Act, by-laws or regulations* ; Club to observe air regulations and by-laws, &c.
- (g) The Club shall not be liable to contribute any moneys to the revenues of the Board other than as provided by this clause. The Club shall pay to the Board each and every year a sum equal to one-fourth of the annual subscriptions actually received by the Club from its members for the time being excluding the foundation members of the Club a list of whom has been agreed upon between the parties—~~hereto~~ *Council and the Club* ;

- (h) If default shall be made by the Club in any year in paying to the Board the contribution hereinbefore provided for or in complying with any other of its obligations and agreements hereunder and such default shall continue for one month after receiving a demand for such contribution or compliance with such other obligations or agreements then the Board shall be entitled by notice in writing to the Club to determine and cancel all the privileges and rights hereby conferred on the Club by these presents.

*New.*

*Purchase of Club's Assets.*

Club's assets to vest in Corporation on registration of lease.

60A. (1) Upon the registration of a memorandum of lease from the Harbour Board to the Corporation of the land described in the First Schedule to the Act for the purposes of an aerodrome—

- (a) All buildings and other improvements on the said land and all the interest of the club therein (but excluding the club's loose plant, gliders, and other chattels) shall vest in the Corporation absolutely and the license from the Harbour Board held by the club in respect of the said land and all the rights and privileges of the members of the club to the use of the aerodrome and the buildings and other improvements thereon (except those hereby expressly granted or reserved) shall cease and determine:

- (b) The Council shall pay to the club the sum of four hundred and fifty pounds as compensation for the buildings and improvements mentioned in the *last preceding* paragraph.

(2) Until the registration of a memorandum of lease as aforesaid the club may retain control of the aerodrome and shall be entitled to make and retain all such charges and to levy all such dues and fees for the use of the said land and the facilities thereon provided or to be provided as are usually and customarily made and levied in respect of persons and aircraft using lands and facilities appropriated for the purposes of aviation and for the purpose of airports.

*Powers and Duties of the Corporation Council.*

Powers of the Council.

61. As to any part or parts of the said lands not needed for the time being by the Board for or in connection with the said aerodrome the Corporation Council shall be at liberty from time to time—

- (a) To lay out gardens and parks and otherwise beautify cultivate and improve the said lands; provide sports grounds, car parks, swimming pools, and other public amenities thereon.
- (b) To grant leases of the same or any part or parts thereof at such rent for such term and upon such conditions as the Corporation Council shall think fit without complying with the provisions of the Public Bodies' Leases Act, 1908, the Municipal Corporations Act, 1933, or any other Act Provided however that such lease shall contain the express condition that in case the Board shall after the granting of the same require the land included therein for or in connection with the said aerodrome such lease may be determined.

62. (1) The ~~Corporation~~ *Council* may exercise all the powers set out in section 6 of the Local Authorities Empowering (Aviation Encouragement) Act, 1929, as fully and effectually as if it had established the ~~said~~ aerodrome and retained the control of the same and any business ancillary thereto.

(2) The ~~Corporation~~ *Council* in addition to its powers to make ~~by-laws~~ **through by-laws.** under the provisions of section 6 of the said Act may in respect of the ~~said~~ aerodrome from time to time make such by-laws not inconsistent with any rights licenses or privileges of the Club or Board as it thinks fit for all or any of the following purposes :—

1. (a) The good rule and government of the ~~said~~ aerodrome.
2. (b) The more effectually carrying out of any of the objects of the establishment and maintenance of the ~~said~~ aerodrome.
3. (c) Regulating controlling or prohibiting any act matter or thing usually the subject of regulation control or prohibition by the controlling authorities of aerodromes.
4. (d) Protecting any property of the Corporation the Board or the Club from damage or injury.
5. (e) Conserving public health and convenience and preventing and abating nuisances.
6. (f) Concerning the construction and the repair of buildings.
7. (g) Regulating drainage or sanitation.
8. (h) The mangement and control of and playing privileges and charges in connection with any game or sport authorized to be played on the lands comprising the aerodrome and other matters pertaining to recreation on the said lands.
9. (i) Prescribing the times terms and conditions upon which the public may enter or be in or upon the ~~said~~ aerodrome or be excluded therefrom or any part thereof and granting power to the Board to refuse admission to or expel persons whom it considers objectionable or undesirable.
10. (j) Licensing persons to carry on in any part of the aerodrome any trade calling game or amusement or to afford any transport or other public service thereon.
11. (k) The exclusion of dogs or other animals therefrom and their destruction if intruding therein.

(3) A copy of every by-law made by the ~~Corporation~~ *Council* under this ~~section~~ *clause* shall within seven days after the making thereof be sent by the ~~Corporation~~ *Council* to the Minister for the time being in charge of Civil Aviation who may at any time within three months after the making thereof disallow the same or any part thereof and upon such disallowance being gazetted such by-law or part thereof shall cease to have any force ; but such disallowance shall not affect the validity of anything theretofore done under the by-law or part thereof so disallowed.

*Struck out.*

63. (1) The Corporation may from time to time under and subject to the provisions of the Local Authorities Empowering (Aviation Encouragement) Act, 1929, the Local Bodies' Loans Act, 1926, and the Local Government Loans Board Act, 1926, raise a special loan for the establishment or extension of the said aerodrome or for the construction of works necessary in connection with such establishment or extension.

**Powers of Corporation to raise special loans and pay proceeds to Board.**

*Struck out.*

(2) Upon any such special loan being raised as aforesaid the Council may with or without any condition requiring the repayment thereof as hereinafter mentioned pay the same to the Board without being liable to see to the proper expenditure thereof.

(3) Upon any such special loan being raised and paid to the Board as aforesaid the Board shall apply the proceeds of such loan for the purpose for which such special loan was raised and for no other purpose.

Corporation may attach conditions, &c., before paying loan moneys to Board.

(4) Before the proceeds of any such special loan are paid by the Corporation to the Board the Corporation and the Board may by any instrument in writing executed on behalf of both parties agree that any such moneys as aforesaid shall be repaid to the Corporation at such times in such instalments and upon such terms and conditions as shall be set out in such instrument. If no such instrument in writing be executed as aforesaid the Board shall not be liable to repay such moneys to the Corporation.

Corporation may make advance for expenses of Board.

64. The Corporation may out of its General Fund pay and advance to the Board such sum or sums as it thinks fit not exceeding in the aggregate two hundred pounds (£200) towards any expenses that may be incurred by the Board before the end of the financial year in which it is constituted. All moneys advanced by the Corporation under this paragraph shall be repayable by the Board on demand and shall be recoverable by the Corporation as a debt due to it by the Board.

Corporation may make grants to Board.

65. (1) The Corporation may from time to time out of its general funds provide such sums as it thinks fit for the development, improvement, maintenance and upkeep of the aerodrome or for any work purpose plant material or thing the Board has power to undertake purchase or expend money upon or for the payment of any liability incurred by the Board under the provisions hereof and may pay such sums to the Board without being liable to see to the proper expenditure thereof.

(2) The Corporation before paying to the Board any such sum or sums may attach such special conditions or directions as to the expenditure and application thereof as the Corporation may by the resolution making such grant or grants or by any other resolution determine.

Corporation not responsible for any act or omission of Board.

66. Notwithstanding that the lands upon which the aerodrome is established or to be established are or will be the property of the Corporation or held under lease by the Corporation and the Club is granted certain rights thereover the Corporation shall not be deemed to be or be liable for any act or omission of the Board or of the Club nor shall any liability of the Board or of the Club in any way whatsoever attach to the Corporation's interest in the said lands.

*Arbitration.*

Arbitration.

67. All questions or differences whatsoever which may at any time hereafter arise between the ~~Corporation~~ Council the Club and the Board or any two or more of them touching ~~these presents~~ the Act or this Schedule 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 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.

*Struck out.*

68. The headings prefixed and marginal notes affixed to the clauses hereof being intended solely for convenience of reference shall not be deemed part hereof or in any way control or affect the interpretation hereof.

Headings and marginal notes excluded.

Sealed with the Seal of the Mayor  
Councillors and Burgesses of the  
Borough of Napier and signed by  
Robert Joseph Montague Chad-  
wick and Anthony Harman  
Down Mayne two of the mem-  
bers of the Council of the said  
borough pursuant to a resolution  
of the said Council in the  
presence of—

R. M. CHADWICK  
ANTHONY H. D. MAYNE  
Councillors.

C. O. Morse, Mayor.  
John Dick, Town Clerk.

The Common Seal of The Napier  
Aero Club Incorporated was  
hereto affixed by direction of  
the Committee by Arnold Col-  
bourne Wright and Torwald  
Petersen Husheer members of  
the Committee in the presence  
of S. P. Spiller, Secretary.

[L.S.]

A. C. WRIGHT  
T. P. HUSHEER  
Members of Committee.