

*Mr Aderman*

## NEW PLYMOUTH AIRPORT

[LOCAL]

### ANALYSIS

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### A BILL INTITULED

**An Act to validate a certain deed made between the Mayor, Councillors, and Citizens of the City of New Plymouth and the New Plymouth Aero Club Incorporated providing for**  
5 **a lease to the New Plymouth Aero Club Incorporated of certain land forming part of the aerodrome established for the City of New Plymouth, and to repeal the New Plymouth Airport Act 1937 and dissolve the New Plymouth Airport Board, and to give the New Plymouth City Council**  
10 **certain leasing and other powers in respect of the said aerodrome**

WHEREAS by deed dated the twentieth day of January, nineteen hundred and sixty-one, made between Her Majesty the Queen acting by and through the Minister in Charge of  
15 Civil Aviation (hereinafter referred to as the Crown) of the one part and the Mayor, Councillors, and Citizens of the

City of New Plymouth (hereinafter referred to as the Council) of the other part it was agreed that the Council should have the maintenance and management of the aerodrome established for the City of New Plymouth and described in the Schedule hereto (hereinafter referred to as the aerodrome) on the terms and subject to the conditions contained in the said deed: And whereas by deed dated the sixteenth day of August, nineteen hundred and sixty, made between the Council of the one part and the New Plymouth Aero Club Incorporated (a body corporate incorporated under the Incorporated Societies Act 1908 and hereinafter referred to as the club) of the other part a certified copy of which deed is recorded in the Civil Aviation Administration Air Department, Wellington, the Council agreed to lease to the club certain land forming part of the aerodrome on the terms and subject to the conditions contained in the said deed: And whereas it has been agreed by and between the Council, the club, and the New Plymouth Airport Board (a body corporate established under the New Plymouth Airport Act 1937 and hereinafter referred to as the Board) that the Board should be dissolved and all the property of the Board should vest in the Council and that the New Plymouth Airport Act 1937 should be repealed:

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

**1. Short Title**—This Act may be cited as the New Plymouth Airport Act 1961.

**2. Validation of deed**—The said deed dated the sixteenth day of August, nineteen hundred and sixty, is hereby validated and declared to have been lawfully executed by the parties thereto.

**3. Dissolution of New Plymouth Airport Board**—Notwithstanding anything contained in the New Plymouth Airport Act 1937, the New Plymouth Airport Board is hereby dissolved as from the thirty-first day of March, nineteen hundred and sixty, and all property and assets of any kind belonging to the Board shall be deemed to have been vested in the Council as from the first day of April, nineteen hundred and sixty.

**4. Repeal**—The New Plymouth Airport Act 1937 is hereby repealed,

5 **5. Bylaws**—Subject to the provisions of section 46 of the Statutes Amendment Act 1936, the Council may from time to time exercise the powers to make bylaws set out in section 6 of the Local Authorities Empowering (Aviation Encouragement) Act 1929 as fully and effectually as if it had established the aerodrome, and in addition may make such bylaws as it thinks fit for all or any of the following purposes:

- (a) The good rule and government of the aerodrome:
- 10 (b) The more effectual carrying out of any of the objects of the establishment and maintenance of the aerodrome:
- (c) Regulating, controlling, or prohibiting any act, matter, or thing usually the subject of regulation, control, or prohibition by the controlling authorities of aerodromes:
- 15 (d) Protecting any property of the Council from damage or injury:
- (e) Prescribing precautions to be taken for the protection of aircraft hangars, workshops, and other buildings, and the aerodrome from fire:
- 20 (f) Regulating traffic, whether pedestrian or vehicular, and the provision and use of parking places for vehicles:
- (g) Prescribing the times, terms, and conditions upon which the public may enter or be in or upon the aerodrome, or be excluded therefrom or any part thereof.
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**6. Leasing powers**—(1) The Council may, with the approval of the Director of Civil Aviation and subject to the terms and conditions hereinafter mentioned, and upon such additional terms and conditions not inconsistent with the provisions of this Act as it deems fit, let by way of lease any land, being part of the 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 Council for the purposes of the aerodrome.

(2) Any such lease may be for such term and may contain such rights of renewal as the Council with the approval of the Director of Civil Aviation may think fit.

40 (3) No building shall be erected by the lessee except in accordance with plans and specifications approved by the Council and complying with the provisions of any bylaws of the Council 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 Council for the purposes of the aerodrome, the Council may terminate such lease as to the whole of the demised land, or as to so much thereof as is required as aforesaid, without liability for the payment of compensation (unless the same be expressly authorised as hereinafter mentioned by the provisions of the lease), or liability to any action, or claim for damages in respect of such termination. 5

(5) Any such lease may contain a provision that upon the termination thereof as to the whole of the demised land, or as to so much thereof as is required as aforesaid, the Council 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: 10 15

Provided that no such provision as aforesaid shall be contained in any such lease, or if contained therein shall have any effect, unless a further provision be inserted therein fixing the maximum value of any buildings to be erected by the lessee upon the demised land, and under no circumstances whatsoever shall the compensation payable to the lessee under such lease exceed the maximum value so fixed. 20 25

(6) If at any time during the term of any such lease the Council is of opinion that any building, erection, tree, or thing on any part of the demised land restricts, or may restrict, or in any way interfere with the manoeuvring of aircraft on or over the aerodrome, or in any way whatsoever interferes with the full and efficient use of the aerodrome, the Council 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, except as provided in the next succeeding subsection. In such event the Council 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 fails, neglects, or refuses to comply with the provisions of any such notice within the period therein mentioned the Council may effect such removal, and the lessee shall upon demand by the Council pay to it the expenses incurred in and about such removal, or at its option the Council may terminate the lease and all the rights or privileges of the lessee thereunder. 30 35 40 45

(7) If under the last preceding subsection the Council requires or effects the removal of any building or erection erected by the lessee under and in accordance with the provisions of the lease, the Council shall pay to the lessee reasonable compensation therefor to be determined by reference to the lessee's interest therein as at the time of the removal, and if not mutually agreed upon such compensation shall be determined by two arbitrators and their umpire pursuant to the provisions of the Arbitration Act 1908.

(8) The provisions of the Land Act 1948, the Public Works Act 1928, the Land Subdivision in Counties Act 1946, or of any other Act relating to the subdivision of land for sale or lease or other disposition, or to the construction of roads, shall not apply to the subdivision of any land being part of the aerodrome for all or any of the purposes set out in subsection (1) of this section, or to the laying out on the aerodrome of access roads to the land so subdivided.

**7. Powers as to surrender of lease and reduction of rent—**

The Council 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 term or condition of any lease.

## SCHEDULE

## TARANAKI LAND DISTRICT

ALL those parcels of land situated in Blocks II and III, Paritutu Survey District, comprising a total area of 547 acres and 29·8 perches, more or less (excluding easements), and being:

- (a) 51 acres and 15 perches, more or less, being Section 17, Bell District;
- (b) 173 acres 3 roods 23 perches, more or less, being part Sections 73, 77, 78B, 79, and 80, Waitara West District;
- (c) 9 acres 2 roods 32 perches, more or less, being part Sections 77 and 78B, Waitara West District;
- (d) 289 acres and 20 perches, more or less, being Sections 74, 75, 76, and 145, and part Sections 73, 77, 78B, and 79, Waitara West District, part of Kaipakopako No. 1 Block, and part of the Bed of the Mangateranoho Stream; the said Sections 74, 75, and 76 being more particularly shown as Lots 1, 2, 3, 4, 5, and 6 on Deposited Plan 5331, and other parts of the said land being more particularly shown as part of the land on Deposited Plans 153, 343, and 1468;
- (e) 8 acres and 14·7 perches, more or less, being part Lots 1 and 2, Deposited Plan 4951, and being part Sections 133 and 763, Waitara West District;
- (f) 2 acres and 19·7 perches, more or less, being part Lots 1 and 2, Deposited Plan 4951, and being part Section 133, Waitara West District;
- (g) 13 acres and 25·4 perches, more or less, being Section 149, Waitara West District (formerly closed road).