

New Zealand.



ANALYSIS.

- Title.  
 Preamble.  
 1. Short Title.  
 2. The said deed validated.

3. Provisions of deed deemed to have been enacted by this Act.  
 4. Conferring incidental powers on Corporation and club.  
 Schedule.

1933, No. 3.—*Local and Personal.*

Title.

AN ACT to give effect to a Deed of Agreement entered into between the Corporation of the Borough of New Plymouth, and the New Plymouth Aero Club, Incorporated, for the Incorporation and Powers of an Airport Board for the said Borough and for the conferring of Additional Powers upon the said Corporation.  
 [6th December, 1933.]

Preamble.

WHEREAS the Corporation of the Borough of New Plymouth (hereinafter called the Corporation) and the New Plymouth Aero Club, Incorporated (hereinafter called the club), being desirous of providing and establishing an aerodrome for the said borough, entered into a deed of agreement (hereinafter with the schedules thereto called the said deed), dated the thirty-first day of July, nineteen hundred and thirty-three, a copy of the said deed being set forth in the 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 give force and effect to the said deed 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:—

1. This Act may be cited as the New Plymouth Airport Act, 1933. Short Title.

2. 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. The said deed validated.

3. All the provisions of the said deed (except clause sixteen of the third schedule thereto) 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 New Plymouth Airport Board by paragraph (f) of clause twenty-two of the third schedule to the said deed shall not be exercised by the Board unless and until the consent of the Governor-General in Council to such exercise is obtained. 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 Board to exercise such powers otherwise than in accordance with the conditions so imposed. Provisions of deed deemed to have been enacted by this Act.

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

### SCHEDULE.

Schedule.

THIS DEED made the thirty-first day of July one thousand nine hundred and thirty-three between the Mayor Councillors and Burgesses of the Borough of New Plymouth a body corporate duly constituted under the Municipal Corporations Act, 1920 (hereinafter together with the Council of the said borough and its successors and assigns collectively referred to and included in the term "the Corporation") of the one part and the New Plymouth Aero Club Incorporated a society incorporated under the Incorporated Societies Act, 1908, and having its registered office in Devon Street New Plymouth (hereinafter referred to as "the Club") of the other part Whereas the Club is the registered proprietor of the lands described in the First Schedule

hereto and has established an aerodrome thereon And whereas the Corporation being a local authority within the meaning of the Local Authorities Empowering (Aviation Encouragement) Act, 1929, has secured an option giving it the right to purchase for the sum of thirty-seven pounds ten shillings (£37 10s 0d) per acre the lands described in the Second Schedule hereto And whereas the parties being desirous of providing an airport for the Borough of New Plymouth have agreed that the whole of the lands described in the First and Second Schedules shall in manner hereinafter appearing be vested in the Corporation for the purposes of an aerodrome and that provision should be made for the management and control of the said lands as an aerodrome as hereinafter mentioned 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:—

Corporation to purchase land for aerodrome.

1. Upon obtaining the prior consent of the Governor-General in Council thereto or as soon thereafter as may be the Corporation shall purchase or otherwise acquire for the purposes of an aerodrome the lands described in the Second Schedule hereto.

Club to transfer land to Corporation.

2. Immediately upon the passing of the Local Bill hereinafter mentioned the lands described in the First Schedule hereto will be transferred to or vested in the Corporation by the Club in such manner as the Corporation shall prescribe for the purposes of an aerodrome free of encumbrances and without the payment of any purchase money or compensation.

Corporation may take Club's lands under the Public Works Act, 1928.

3. In lieu of such transfer to or vesting of the same in the Corporation as aforesaid the Corporation may at its option at any time after the passing of the said Local Bill take the lands described in the said First Schedule for the purposes aforesaid under the provisions of the Public Works Act, 1928, in which case these presents shall operate as an Agreement under section 32 of the said Act between the Corporation and the Club whereby the Corporation shall take the said land for the purposes of the establishment of an aerodrome and the Club agrees to such taking without the payment to it of any compensation.

Club meantime holds its land in trust for Corporation.

4. The Club hereby declares that until the transfer to vesting in or taking of the said land by the Corporation or until the cancellation or termination of these presents in manner hereinafter provided whichever shall be the sooner the Club holds the lands described in the First Schedule hereto in trust for the Corporation for the purposes of the establishment of an aerodrome but with power reserved to the Club in the meantime 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.

Aerodrome lands not to be sold.

5. After the vesting thereof in the Corporation no portion of the lands described in the First and Second Schedules hereto (hereinafter referred to as "the said aerodrome") shall be sold leased or otherwise disposed of without the consent of the Club except under the powers of leasing to be granted to the Airport Board hereinafter mentioned and in accordance with the express provisions of such powers as set out in the Third Schedule hereto.

6. (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; 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.

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

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

(3) Where under the provisions of the said Third 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.

7. 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 owner of the lands described in the said Second Schedule shall refuse to sell 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-four 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.

Provisions for cancellation of agreement.

8. The said First Second and Third Schedules hereto shall form part of this deed.

Schedules.

9. 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.

Arbitration.

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 situated in the Land District of Taranaki containing sixty acres (60 acres) be the same a little more or less being Lot Four (4) on deposited plan Number 5331 and being part of Sections Seventy-four (74) and Seventy-six (76) on the public map of Waitara West District (Block Three (III) Paritutu Survey District) together with a right of way and the right to erect and maintain electric power and telephone lines over Lot Two (2) on deposited plan Number 5331 (certificate of title Volume 116 folio 7)

Club's lands.

for the term of twenty-one (21) years from the first day of October one thousand nine hundred and thirty-one created by lease Number 14992 and being the whole of the land comprised in certificate of title Volume 137 folio 18 (Taranaki Registry).

#### THE SECOND SCHEDULE.

Land to be  
purchased by  
Corporation.

Firstly all that piece or parcel of land situated in the Land Registration District of Taranaki containing forty-nine acres one rood two perches (49 acres 1 rood 2 perches) be the same a little more or less being Lots One (1) and Three (3) on deposited plan Number 5331 and being part of Sections Seventy-four (74) Seventy-five (75) and Seventy-six (76) on the public map of Waitara West District (Block Three (III) Paritutu Survey District) and being the whole of the land comprised in certificate of title Volume 137 folio 19 (Taranaki Registry).

Secondly all that piece or parcel of land situated in the Land District of Taranaki containing sixty-eight acres one rood sixteen perches (68 acres 1 rood 16 perches) be the same a little more or less being Lots Five (5) and Six (6) on deposited plan Number 5331 and being part of Sections Seventy-five (75) and Seventy-six (76) on the public map of Waitara West District (Block Three (III) Paritutu Survey District) and being the whole of the land comprised in certificate of title Volume 137 folio 20 (Taranaki Registry).

And thirdly all that piece or parcel of land situated in the land District of Taranaki containing one rood seventeen perches (0 acres 1 rood 17 perches) be the same a little more or less being Lot Two (2) on deposited plan Number 5331 and being part of Section Seventy-four (74) on the public map of Waitara West District (Block Three (III) Paritutu Survey District) and being the balance of the land comprised in certificate of title Volume 116 folio 7 (Taranaki Registry).

#### THE THIRD SCHEDULE.

Interpretation.

1. In these presents if not inconsistent with the context:—
  - “Aerodrome” means the lands described in the First and Second Schedules and includes the aerodrome established or to be established upon the said lands;
  - “Board” means the New Plymouth Airport Board to be constituted by the Local Bill referred to in the Deed of which this Third Schedule forms a part;
  - “Club” means the New Plymouth Aero Club Incorporated as described in the said deed;
  - “Corporation” means the New Plymouth Borough Council or the Corporation of the Mayor Councillors and Burgesses of the Borough of New Plymouth 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.

### *The Board.*

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.

4. The said Board shall be a body corporate under the name of "The New Plymouth 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 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) Three (3) members appointed by the Club;

(c) One (1) member who shall be a *bona fide* resident of the Borough of New Plymouth 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.

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 New Plymouth to be a member of the Board in lieu of the member who ought to have been so appointed.

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

(2) If from any cause the Corporation 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 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 New Plymouth to be a member of the Board in lieu of the member who ought to have been so appointed by the Corporation.

Club may appoint members on failure of Corporation 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 to the Club that the Corporation intends to exercise its powers hereunder the Corporation may appoint any person whomsoever being a *bona fide* resident of the Borough of New Plymouth

Corporation may appoint members on failure of Club to appoint.

to be a member of the Board in lieu of the member who ought to have been so appointed by the Club.

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

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

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

(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 three members of the Airport Board shall be exercised by the Corporation and the rights powers and privileges of the Club under these presents and under the Act constituting the Airport Board shall be rescinded and have no effect 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.

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.

(2) The members of the Board appointed under the provisions hereof shall retire on the thirtieth day of June one thousand nine hundred and thirty-five 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 the Secretary of the Club or Controller of Civil Aviation or the Governor-General as the case may be.

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

(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 on him;

(e) Any person holding any office or place of profit under or in the gift of the Board.

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 his office shall be thereby vacated and such vacancy shall be deemed an extraordinary vacancy.

(2) Every person who does any act as a member of the Board while incapacitated under the last preceding section otherwise than

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

First appointment of members.

Disqualification of members.

Extraordinary vacancies.

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 New Plymouth Borough Council be 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 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 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.

(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.

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.

Acts of Board not invalid though number of members incomplete.

(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.

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.

When Board deemed to come into existence.

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

Term of office.

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.

Members not personally responsible.

16. Except in so far as any action by the Club for the infringement or breach of any of its powers rights licenses and authorities reserved or conferred by these presents is concerned no action shall be

No action against Board for failure to perform duty.



brought against the Board to recover damages for any loss or damage due to the failure or neglect of the Board to perform any duty placed upon it by the provisions hereof.

17. 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.

Board may pay travelling expenses of members.

#### OUSTER OF OFFICE.

Ouster of office.

18. (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 New Plymouth 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.

Meetings of Board.

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

(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.

Appointment of Chairman.

(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.

(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.

Chairman to preside at meetings.

(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.

(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.

Quorum to be present.

(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.

(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.

20. (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 matter requisite to enable the Board to carry into effect any of the provisions of these presents 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.

Chairman compellable to give information.

(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.

21. (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.

Minutes of proceedings to be kept.

(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 or by any committeeman of the Club or any creditor of the Board.

#### POWERS AND DUTIES OF BOARD.

##### General powers.

22. Subject to the conditions herein specified and to the rights of the Corporation 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 New Plymouth may do the following things:—

- (a) Provide establish and maintain an aerodrome on the lands described in the First and Second Schedules hereto;
- (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 or otherwise provide land for the extension of the said aerodrome;
- (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;
- (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 clubhouses 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 clubhouse ;
- (j) At the said aerodrome erect construct and maintain search-lights floodlighting 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, gymnasias, pavilions, buildings, equipment, furnishings and other things for the playing of tennis, golf, cricket, football or any other games of whatsoever description or for any other purpose of public enjoyment or recreation ;
- (l) On or near the seacoast in the Borough of New Plymouth 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 New Plymouth 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 within the Borough of New Plymouth 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 aerodrome, for passengers and other persons arriving at or departing from such aerodrome by air.

23. 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 and Second Schedules hereto. Provided that nothing

Board not to have power to establish aerodrome in opposition to aerodrome established on lands described in First and Second Schedules.

herein shall preclude the Board from exercising its powers under section 22 subsection (l) of these presents relating to the provision of facilities for the housing overhauling repairing and reconstruction of seaplanes.

24. In exercising its powers and authorities hereunder the Board shall comply in all respects with the provisions of any 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 and shall comply with all lawful requisitions made by the Controller of Civil Aviation or by the Minister of Defence.

25. 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.

26. Subject to the condition that nothing herein shall limit or restrict any powers or duties vested in the Controller of Air Services 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 by-laws of the Corporation relating to the aerodrome shall be vested in the Board.

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

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

(3) A copy of every regulation 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 disallow the same or any part thereof and upon such disallowance being gazetted such regulation or part thereof shall cease to have any force; but such disallowance shall not affect the validity of anything theretofore done under the regulation or part thereof so disallowed.

28. 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

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

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

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

Board may make regulations.

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

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.

29. 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 New Plymouth.

Board to insure property.

30. (1) It shall be the duty of the Board to take out and maintain in some reputable company carrying on business in New Plymouth 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 indemnity 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 the Corporation may take out such a policy or policies and recover the cost incurred in so doing from the Board as a debt.

31. For the purposes of the Rating Act, 1925, and the Noxious Weeds Act, 1928, 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 and Second Schedules hereto.

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

32. 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.

Use of common seal.

#### CONTRACTS.

33. (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.

Mode of contracting.

(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.

34. (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.

Appointment of officers of Board.

(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.

35. 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.

Power [of Board to lease and extent of leasing-powers.

36. (1) The Board may subject to the terms and conditions herein after mentioned and upon such additional terms and conditions not inconsistent with these presents 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 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 maximum 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 interfere 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.

37. 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 or condition of any lease.

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

#### FINANCE.

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

Revenues of Board.

- (a) All moneys received 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 tennis, golf and other 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 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 in the carrying on of any business or undertaking as hereinbefore mentioned;
- (g) All other moneys which may become the property of the Board.

39. (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 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.

How moneys to be withdrawn from bank.

40. 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.

Moneys not to be paid by promissory note or bill.

41. 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.

Power of Board to settle claims.

42. 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.

How moneys of Board to be applied.

43. All moneys received by the Board by way of revenue shall be applied in exercising the powers 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 in such manner as the Board in its absolute discretion may think fit.

Board not to borrow except from Corporation.

44. 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.

45. (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 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.

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

## LEGAL PROCEEDINGS.

47. (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.

Notice to be given of intention to commence actions.

(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.

48. Where under the provisions of these presents or of any regulation under the Air Navigation Act, 1931, any by-law of the Corporation or any regulation 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) be commenced upon information or complaint laid by the Controller of Civil Aviation any Officer of the Board or Corporation or by any person authorized by the Controller of Civil Aviation the Board or the Corporation.

Persons authorized to lay informations or complaints.

49. 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.

50. 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 thereof.

Service on Board.

## MISCELLANEOUS PROVISIONS.

51. 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 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).

Penalties for causing damage to aerodrome.

52. Every person who wilfully obstructs molests or makes use of any threatening language to any officer of the Government Corporation 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 shall be liable to a fine not exceeding twenty pounds (£20).

Penalties for obstructing officers and workmen of Board.

53. 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).

Wilful damage to lights.

Recovery of fines.

54. All fines recoverable under the provisions of these presents or any regulations made by the Board thereunder may be recovered in a summary way and when recovered shall if not otherwise expressly provided for be the property of the Board.

Recovery of debts.

55. 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.

Freedom of passage for officers of the Customs and Defence Departments, &c.

56. Officers of Customs officers of the Defence 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.

#### DISSOLUTION OF BOARD.

Governor-General may dissolve Board.

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

- (a) A petition praying the Governor-General to dissolve the Board signed on behalf of the Corporation or the Club shall first be presented to the Governor-General;
- (b) Upon receipt of such petition the Governor-General shall 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 by Order in Council dissolve the Board;
- (d) The cost of all proceedings under this paragraph shall be borne by the petitioners.

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

- (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;
  - (b) The Corporation shall thereafter be the Airport Board for New Plymouth 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 and this Schedule;
  - (c) The Corporation shall pay to the Club the sum of three thousand five hundred pounds (£3,500) 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 or in any way arising thereout or in connection with the said aerodrome or in any way relating to the said deed or aerodrome;
  - (d) The Corporation may out of its general funds pay to the Club the said sum of three thousand five hundred pounds (£3,500) in accordance with the provisions of subclause (c) hereof.

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

*Powers and Privileges of the New Plymouth Aero Club.*

58. Notwithstanding the provisions 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 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) 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 and Second Schedules hereto 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 ;
- (c) The Board shall not grant to any other club association company or body whose objects and functions are similar to the said functions flying rights similar to those hereby granted to the New Plymouth Aero Club the intention being that no aero club or similar body as aforesaid other than the New Plymouth Aero Club shall have the right to use the said aerodrome as its base of operations for the carrying-out of functions similar to the said functions ;
- (d) The Club shall not enter into direct competition with any regular Air Service ;
- (e) Guests of the Club flying machines owned or operated by any aero club affiliated with the New Zealand Aero Club and being used for purposes other than commercial aviation shall be entitled to the same privileges as financial members of the New Plymouth Aero Club ;
- (f) The Club shall retain for its members exclusively all the rights which it now enjoys in respect to its clubhouse and to similar appurtenances now or hereafter erected or provided by the Club for its members ;
- (g) *Bona fide* members of the Club shall have the use of all playing facilities for golf tennis or other games now or hereafter established upon the aerodrome without payment of any fee ;
- (h) The Club shall retain all rights to the user of its existing hangar and clubhouse buildings and appurtenances and of any buildings or appurtenances hereafter erected by the Club or any further buildings or appurtenances erected by the Board in enlargement or extension of the Club's existing buildings or appurtenances and the right subject to the approval of the Board which shall not be arbitrarily or unreasonably withheld to shift or add to such buildings or appurtenances as occasion may require. The Club shall at its own expense keep the said hangar clubhouse building-

Powers and Privileges of Club.

Functions of Club.

Club to retain free flying rights.

Board not to grant similar flying rights to any other club or body.

Club not to compete with regular air services.

Guests of Club entitled to same privileges as members of Club.

Rights to club-house &c., retained by Club.

Members of Club to have free use of facilities for playing games.

Club to retain user of hangar and other buildings.

appurtenances and other buildings as aforesaid in good order and condition.

- (i) Subject as hereinafter mentioned the Club shall have the exclusive right on twenty (20) days in each year and on such other days as may 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 exclusive 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.
- (j) 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 by-laws of the Corporation hereafter applying to the said aerodrome with the regulations of the Board and with any amendments to the said Act by-laws or regulations.
- (k) If and whenever the Club is carrying out its operations and functions in accordance with and subject to the provisions of the said Act regulations and by-laws it shall not be subject to any interference by the Board or any agent or servant of the Board.

#### *Powers and Duties of the Corporation.*

59. (1) The Corporation 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 in addition to its powers to make 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. The good rule and government of the said aerodrome.
2. The more effectually carrying out of any of the objects of the establishment and maintenance of the said aerodrome.
3. Regulating controlling or prohibiting any act matter or thing usually the subject of regulation control or prohibition by the controlling authorities of aerodromes.
4. Protecting any property of the Corporation the Board or the Club from damage or injury.
5. Conserving public health and convenience and preventing and abating nuisances.
6. Concerning the construction and repair of buildings.
7. Regulating drainage or sanitation.
8. The management and control of and playing privileges and charges in connection with any game or sport authorised

Club to have right to conduct demonstrations, &c., on certain number of days in year.

Club to observe air regulations and by-laws, &c.

Club not to be subject to interference.

Powers of Corporation.

Corporation by-laws.

to be played on the lands comprising the aerodrome and other matters pertaining to recreation on the said lands.

9. 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. 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. 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 under this section shall within seven days after the making thereof be sent by the Corporation 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.

60. (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.

(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.

(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.

61. The Corporation may out of its General Fund pay and advance to the Board such sum as it thinks fit not exceeding 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 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.

62. (1) The Corporation may from time to time out of its general funds provide such sums as it thinks fit for the 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

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

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

Corporation may make advance for expenses of Board.

Corporation may make grants to Board.

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.

63. Notwithstanding that the lands upon which the aerodrome is established or to be established are or will be the property of the Corporation the Corporation shall not be deemed to be or be liable for any Act or omission of the Board nor shall any liability of the Board in any way whatsoever attach to the Corporation's interest in the said lands.

#### *Arbitration.*

64. All questions or differences whatsoever which may at any time hereafter arise between the Corporation the Club and the Board or any two or more of them touching these presents or the subject-matter thereof or arising out of or in relation thereto respectively and whether as to construction or otherwise shall be referred to a single Arbitrator in case the parties can agree upon one otherwise to 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.

65. 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.

[SEAL.]

Sealed with the Common Seal of the Mayor Councillors and Burgesses of the Borough of New Plymouth and signed by two members of the New Plymouth Borough Council on behalf of and by direction of the said Council in the presence of:—F. T. Bellringer Town Clerk and Borough Solicitor New Plymouth.

JOSEPH BROWN  
THOS. P. ANDERSON  
PERCY E. STAINTON  
Councillors.

[SEAL.]

The Common Seal of the New Plymouth Aero Club Incorporated was hereto affixed in pursuance of a resolution of the said Club by two members of the committee and the Secretary of the said Club on its behalf and by its direction in the presence of:—A. F. Sandford President New Plymouth Aero Club (Inc.) New Plymouth.

C. HANNAN  
L. M. MOSS  
Two Members of the Committee.  
S. E. NIELSON Secretary.

Corporation not responsible for any act or omission of Board.

Arbitration.

Headings and marginal notes excluded.