Hon. Mr Walding

PALMERSTON NORTH SHOWGROUNDS

[PRIVATE]

ANALYSIS

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A BILL INTITULED

An Act to enable the Manawatu and West Coast Agricultural and Pastoral Association to dispose of certain land in the City of Palmerston North to the Palmerston North City Council for a recreation reserve and to constitute and incorporate the Palmerston North Showgrounds Board of Control for the management and control of the land as a recreation reserve

WHEREAS the Manawatu and West Coast Agricultural and Pastoral Association (hereinafter called the Society) is registered as proprietor of an estate in fee simple in the land described in the First Schedule hereto which is situated in the City of Palmerston North: And whereas the said land is held by the Society subject to the provisions of the Agricultural and Pastoral Societies Act 1908: And whereas the said land because of its position and existing facilities is of unique value

Price 10c

for recreation and sporting purposes to the City of Palmerston North: And whereas it is desired by the Society and by the Palmerston North City Council (hereinafter called the Council) that the said land should be developed and improved and substantial additions made to its facilities for the purposes of recreation in the City of Palmerston North: And whereas the Society is not able to undertake the expenditure required for such development and improvement from its own resources and the Council is able and prepared to undertake such expenditure if the said land is vested in it for the purposes of recreation: And whereas at a special meeting of the Society held at Palmerston North on the 31st day of January 1972, the members there present unanimously approved in principle of the said land being vested in the Council as a showgrounds and recreation reserve: And whereas (subject to the authority of this Act) the Society and the Council have entered into the deed of agreement providing for the said land to be taken by Proclamation and vested in the Council for the purposes of recreation and providing *inter alia* for appropriate payment of compensation money to the Society and disposal and investment of the compensation money, and further providing for the continuing use of the said land for the purposes of the Society as showgrounds on a number of days in each year: And whereas the requisite authority empowering the Society is attainable only by legislation: And whereas it is desired to constitute and incorporate a statutory body to manage and control the said land:

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 Palmerston North Showgrounds Act 1973.

2. Interpretation—In this Act, unless the context otherwise requires,—

"Board" means the Palmerston North Showgrounds Board of Control established under section 3 of this Act:

"Council" means the Palmerston North City Council:

"Deed of Agreement" means the deed executed under seal by the Society and the Council and dated the 18th day of June 1973 setting out the agreed terms and conditions upon which the showgrounds are to be taken by Proclamation by the Council as a recreation reserve:

"Showgrounds" means the land described in the First Schedule to this Act together with all buildings, fences, structures, appointments, and facilities thereon from time to time:

"Society" means the Manawatu and West Coast Agricultural and Pastoral Association (Incorporated).

3. Palmerston North Showgrounds Board of Control established—There is hereby established a body corporate to be called the Palmerston North Showgrounds Board of Control which shall have perpetual succession and a common seal, shall be capable of doing and suffering all such acts and things as bodies corporate may do and suffer, and which shall have the constitution and powers and generally shall conduct its affairs in the manner set out in this Act and the Second Schedule.

4. Consent to taking of land—Notwithstanding the provisions of section 7 of the Agricultural and Pastoral Societies Act 1908 or of the rules of the Association or of any of its bylaws, the Association may (on the resolution of two-thirds of the members present at a general meeting of the Association held within 1 year after the date of commencement of this Act) formally consent to the taking by Proclamation of the land described in the First Schedule to this Act pursuant to the provisions of the Public Works Act 1928 and to its being vested in the Council for the purposes of recreation on the terms and conditions as to compensation and use set out in the deed of agreement.

5. Control of Land—As from the date of the taking by Proclamation the land shall be held by the Council subject to the terms and provisions set out in the deed of agreement and the custody, management, and control of the said land shall be vested in the Board.

6. Application of compensation money—Notwithstanding the provisions of section 7 of the Agricultural and Pastoral Societies Act 1908 and section 3 of the Agricultural and Pastoral Societies Amendment Act 1912 the Society may receive from the Council the monetary compensation for the taking of the said land agreed upon and set out in the deed of agreement and may apply such compensation in accordance with the terms thereof in the following ways:

(a) In repayment and satisfaction of the Society's current debts and liabilities whether secured or unsecured:

(b) In establishing a capital reserve fund invested in such authorised trustee investment as the Society thinks fit for the future financing of the operations of the Society:

(c) In taking up Palmerston North City Council debenture loan stock for a term of 10 years bearing interest at the rate approved for such stock by the Local Authorities Loans Board:

(d) On the maturity of such stock, in the purchase of other land suitable for the purposes of the Society at that time or in taking up any local authority debenture stock or other authorised trustee investment for such term and at such rate of interest as the Society may at that time think fit.

7. Liability of Board members—Every member of the Board or of any committee thereof shall be chargeable only for such money as he shall actually have received although he may have joined in any receipt for money received by any other member, and shall not be answerable for the acts of any other member, nor for any loss which may arise by reason of any Board's funds being deposited in the hands of any banker, solicitor, or agent, or for the sufficiency, or insufficiency, or deficiency of any security upon which any Board money or any part thereof may be invested, or for any loss in the execution of any of the trusts imposed by this Act, unless the same shall happen through his own neglect or default.

8. Receipt to be discharge—The receipt in writing of any secretary, treasurer, or other agent of the Board duly authorised in that behalf shall be a good and effectual discharge for all money paid to him on behalf of the Board and shall exonerate the person or persons paying such money from seeing to the application thereof.

9. Inquiry not necessary—It shall not be necessary for any purchaser or any person to or with whom any sale, exchange, or lease shall be made, or other transaction entered into under the powers conferred by this Act, to inquire into the necessity thereof or the propriety thereof.

10. Bylaws—The Board may from time to time, by resolution, make bylaws for all or any of the following purposes:

(a) For the safety and preservation of, and the prevention of injury to, the buildings, fences, turf and all other property vested in the Board:

(b) For preventing disorderly or unseemly conduct or behaviour of persons, whether participants, players, or spectators, sideshow men, exhibitors, or patrons in or about the land and buildings comprised in the showgrounds:

(c) For preventing persons gaining or attempting to gain admission to any land, building, or enclosure comprised in the showgrounds without payment of the proper charge payable for admission to such land, building, or enclosure:

(d) For the regular and efficient government and management of all buildings and land comprised in the showgrounds and for providing for the comfort and convenience of players, participants, spectators, sideshow men, exhibitors, or patrons attending or making use of the said land and buildings.

11. Amendment of Second Schedule—(1) Any of the provisions of the Second Schedule to this Act may from time to time be altered or added to in a manner not inconsistent with the provisions of this Act by mutual agreement in writing between the Council, the Society, and the Board.

(2) Any alterations or additions so made to the provisions of the Second Schedule to this Act may in like manner be altered or added to.

(3) No such alteration or addition shall come into force until it has been approved by the Minister of Lands and notified in the *Gazette*.

(4) This section shall prevail over paragraph 18 of the Second Schedule to the Deed of Agreement and that paragraph shall have no force or effect.

12. Penalty for breach of bylaws—(1) Every person who contravenes or fails to comply with any bylaw made under this Act commits an offence and shall be liable on summary conviction to a fine not exceeding $40, and shall also be civilly liable for all damage caused by the contravention or non-compliance.

(2) The Board is hereby declared to be a public body for the purposes of section 109 of the Public Revenues Act 1953.

13. Private Act—This Act is hereby declared to be a private Act.

SCHEDULES

Section 4

FIRST SCHEDULE

LEGAL DESCRIPTION OF PALMERSTON NORTH SHOWGROUNDS

ALL those pieces of land situated in the City of Palmerston North containing:

First, 32 acres 1 rood 25.16 perches, more or less, being part Suburban Sections 294, 297, 307, and 308, Allotments 1, 2, 3, 4, 5, 6, 7, and part Allotment 8 of Suburban Section 295, Allotments 1, 2, 3, 4, and 5 of Suburban Section 296, and part Allotments 1, 2, and 3 of Suburban Section 309, township of Palmerston North, and parts of closed streets, the said part Suburban Section 294 being more particularly shown as Lots 1, 2, 5, 7, 9, and 11, Deposited Plan 578, and the said part Suburbban Section 297 being more particularly shown as Lot 11, Deposited Plan 1441, and being all the land comprised in certificate of title, Volume 804, folio 17 (Wellington Registry).

Second, 2 roods 23.4 perches, more or less, being part of Suburban Section 296, Town of Palmerston North, being all the land comprised in certificate of title, Volume 289, folio 35 (Wellington Registry).

Third, 35 perches, more of less, being part of Lot 6 of Suburban Section 296, Town of Palmerston North, being all the land comprised in certificate of title, Volume 147, folio 243 (Wellington Registry).

FIRST SCHEDULE—*continued*

Fourth, 25.37 perches, more or less, being part of Lots 6 and 7 of Section 296 and part Section 297, Town of Palmerston North, being also part of Lots 35 and 38, Deposited Plan 1441, all the land comprised in certificate of title, Volume B2, folio 1030 (Wellington Registry).

Fifth, 21.5 perches, more or less, being Lot 10 on Deposited Plan 1441 and part of Section 297, Town of Palmerston North, being all the land comprised in certificate of title, Volume 133, folio 98 (Wellington Registry).

SECOND SCHEDULE Section 3

PALMERSTON NORTH SHOWGROUNDS BOARD OF CONTROL CONSTITUTION AND POWERS

1. The custody management and control of the showgrounds shall as from the date of taking by proclamation by the Council be vested in the Palmerston North Showgrounds Board of Control (hereinafter called "The Board") for the purposes set out in the following clause.

2. Without limiting the rights and powers of the Board as custodians managers and controllers of the showgrounds it is declared that the primary duty and function of the Board is to use maintain and administer the showgrounds including the buildings fencing grandstands and other structures or appointments from time to time thereon to the best advantage of the Council and the Society and the citizens of Palmerston North and surrounding districts for recreation and sporting purposes.

3. The Board shall consist of 9 persons of whom 1 group of 3 shall be appointed by the Council, 1 group of 3 shall be appointed by the Society, and 1 group of 3 shall be appointed by the Council from representatives of other sporting or recreational bodies or organisations in the Manawatu District using the showgrounds from time to time such representatives to be nominated by such other bodies or organisations on request of the Council PROVIDED however that while the Manawatu Rugby Football Union shall use the showgrounds as its principal playing fields in the City of Palmerston North not less than 2 representatives of the Manawatu Rugby Football Union shall be appointed in such third group PROVIDED FURTHER that the Council shall have the power from time to time to appoint further additional members to the Board to represent such other bodies or organisations using the showgrounds at that time as the Council may think fit and such additional members appointed shall form a further group for the purposes of this clause. At the expiration of 3 years computed from the date of vesting of the showgrounds in the Board and annually thereafter 1 member from each group shall retire but shall be eligible for renomination or reappointment. The order of retirement in each group shall be governed by length of service but in cases where this presents difficulty of application ballot shall be resorted to, it being the intention hereof that each nominee shall hold office continuously for at least 3 years before being required to retire or to be re-appointed. Should the

SECOND SCHEDULE—*continued*

Society be wound up or relinquish the rights reserved to it under the Deed of Agreement with the Council its rights of appointment of members of the Board shall cease and determine and thereafter the second group of 3 members shall be appointed by the Council or such body or bodies as it may from time to time designate.

4. In the event of any of the nominating bodies passing a resolution to the effect that any 1 or more of the persons nominated by it respectively no longer has or have the confidence of that nominating body then the Board upon receipt of a copy of such resolution and upon being satisfied that there are good and sufficient grounds for such resolution, may declare the seat or seats of the member or members affected to be vacant and such vacancies shall be deemed to be casual within the meaning of the next succeeding paragraph.

5. A casual vacancy in the membership of the Board shall occur—

(a) If a member dies;

(b) If a member resigns;

(c) If a member refuses to act or is absent without leave for 3 successive meetings;

(d) If a declaration is made under the preceding clause hereof.

Any casual vacancy occurring on the Board shall be filled by the body by whom the member creating the casual vacancy was appointed.

6. Any member of the Board who has been granted leave of absence by the Board may by nomination in writing given to the Board at the meeting at which such leave of absence is granted appoint an alternate to attend meetings and act and vote on his behalf during the period of which the leave of absence is granted.

7. The members of the Board shall from time to time appoint a Chairman who shall preside at meetings. Except with the consent of all the nominees for the time being of the Council, the Chairman shall be 1 of such Council nominees. In case of absence of the Chairman from any meeting the members then present shall appoint a Chairman for that meeting, who shall be 1 of the nominees for the time being of the Council, if any such nominee or nominees is or are present at such meeting.

8. The Board shall meet for the dispatch of business as often as it shall deem necessary. The Chairman shall have the right to convene a meeting at any time. It shall be the duty of the Chairman to convene a meeting upon receiving a requisition in writing from any 3 members. If the Chairman is for any reason not available or fails forthwith upon receipt of such requisition to convene a meeting, then any 3 members may themselves convene a meeting.

9. Except in the case of what in the opinion of the Chairman is an emergency meeting, not less than 3 day's notice of any meeting shall be given. Notice of any meeting shall be given by post unless the Chairman is of opinion that it is not reasonably practicable to do so. Any notice given by post shall be deemed to have been received by the member to whom it was addressed at the time when such notice

SECOND SCHEDULE—*continued*

would ordinarily be delivered in the ordinary course of post and shall be deemed sufficiently given if addressed to the member concerned at his address last known to the Chairman of the Board. It shall not be necessary for any such notice to give particulars of the business intended to be transacted at the meeting.

10. At all meetings of the Board 5 members shall form a quorum, and the Chairman shall have a casting as well as a deliberative vote. Every matter shall be determined by a majority.

11. The board shall hold an annual general meeting in each year at such time and at such place in the City of Palmerston North as the Board shall appoint.

12. A minute book shall be provided and kept by the Board. Minutes of all proceedings of the Board and any committee thereof shall be entered in the minute book. Any such minute, if purporting to be signed by the Chairman of the meeting at which the proceedings were had, or by the Chairman at the next succeeding meeting, shall be evidence of the proceedings. Where minutes have been made, in accordance with the provisions of this rule, of the proceedings of any meeting of the Board then, until the contrary is proved, the meeting shall be deemed to have been duly held and convened and all proceedings had there-at to have been duly had.

13. The financial year of the Board shall commence on the 1st day of April each year and close on the 31st day of March on the following year. The Board shall keep full and accurate accounts of all the receipts, disbursements, assets, liabilities, and commitments of the Board and shall in every year cause the same to be audited by a chartered accountant in public practice and the audited accounts shall in every year be made available to the Board at its annual general meeting for consideration and if thought fit for adoption by the Board. The books of accounts shall be open for inspection by the Council or the Society or the Manawatu Rugby Football Union or any other body having direct representation on the Board at all reasonable times and the Board shall supply each of them with copies of the balance sheet, profit and loss account and annual report each year.

14. The Board shall have and use a common seal for the affairs and business of the Board, and may from time to time change alter or make such new seal as it may think fit. If and whenever the Board acting within its powers and duties shall enter into any transaction requiring the use of the common seal then such seal may be affixed to all necessary documents pursuant to a resolution of the Board and in the presence of not less than 2 members of the Board and the Secretary.

15. The Board may at any time at the request of the Council or in its own discretion set aside and apply to any specific purpose any part of the revenue or income received by it in carrying out its duties hereunder or any part of its current assets.

16. The Board shall have all powers necessary for carrying into effect the purposes and objects of the Board hereinbefore set out and in particular but without limiting its said powers it shall have the following powers:

(a) To do all such things as may be reasonably necessary for the maintenance and upkeep of the showgrounds.

SECOND SCHEDULE—*continued*

(b) To open and operate one or more banking accounts, with power to borrow on overdraft.

(c) To purchase and from time to time to sell or exchange such plant and equipment as may be reasonably necessary in connection with the maintenance and upkeep of the showgrounds or the management of the affairs of the Board.

(d) To employ all such persons as may be reasonably necessary for the proper and efficient carrying out of the custody control and management of the showgrounds.

(e) From time to time to close the whole or any part of the lands comprised in the showgrounds for the purpose of permitting the proper maintenance thereof or in order to enable any improvements thereto to be affected.

(f) To enter into any contract or arrangement not inconsistent with the purposes and objects of the Board hereinbefore set out for the use of the lands comprised in the showgrounds or any part thereof, by any person, body or organisation, and to make charge for such use.

(g) To accept gifts of any property to be held by the Board upon trust for the purposes of the Board or any of them.

(h) To invest any Board moneys not immediately required, in any investment for the time being authorised by law as a trustee investment and to vary such investments or convert the same into money.

(i) To make any alterations or additions to any improvements from time to time on the showgrounds, to erect additional buildings, grandstands, or seating accommodation and generally to effect any such improvements to the showgrounds as may from time to time be considered expedient by the Board.

(j) To delegate to the Manawatu and West Coast Agricultural and Pastoral Association (Incorporated) or any other organisation it thinks fit the exclusive use and management of the showgrounds for any period or periods with the right to exclude any persons therefrom and the right to collection of revenue therefrom whether by way of entrance fees, licence fees or admission prices or otherwise on terms as to payment of an agreed percentage of receipts and inspection of accounts or as fixed in each case.

17. All questions disputes and differences whatsoever may at any time hereafter arise between the Board, the Council, the Society or any 2 of them concerning the proper meaning or construction of any part of the empowering Act, the Deed of Agreement, and this Schedule or any variations modifications or additions made thereto from time to time or concerning the rights or obligations hereunder of any of them or any other person or organisation having rights hereunder shall be referred to arbitration in accordance with the Arbitration Act 1908 or any amendment thereto or re-enactment thereof for the time being in force. Any reference to arbitration under this paragraph of this Schedule shall be to a single arbitrator to be agreed to by all parties to the dispute or difference. In the event of the parties failing to agree upon the appointment of an arbitrator within 7 days after any party to

SECOND SCHEDULE—*continued*

the dispute or difference has called upon the other party or parties by notice in writing to agree upon the appointment of a person named in such notice then any party to the dispute or difference may apply to the President for the time being of the Manawatu District Law Society who may thereupon appoint an arbitrator who shall have the like powers to act in the reference and make an award as if he had been appointed by consent of all parties.

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