

# Eden Park Trust Act 1955

Private Act 1955 No 3  
Date of assent 30 September 1955

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**An Act to constitute and incorporate the Eden Park Trust Board and to declare the trusts upon which property shall be held by the said Board and to provide for various incidental matters.**

**Preamble**

WHEREAS by a certain declaration of trust bearing date the first day of June, one thousand nine hundred and twenty-six, Frederick Earl, Barrister, King's Counsel, George Thomas Bayly, Gentleman, Norman Theodore Williams, Gentleman, Alexander Nesbitt Snedden, Warehouseman, Daniel Louis Jarvis Clayton, Accountant, Thomas Douglas Baird Hay, Sharebroker, Robert Butler Lusk, Solicitor, and John Henry Watts, Merchant, all of Auckland (hereinafter called **the original Trustees**), declared certain trusts in respect of the land situated in the City of Auckland and commonly known as **Eden Park**, together with all grandstands and other buildings and appointments thereon and all other rights and appurtenances thereunto belonging and all chattels and fixtures for the time being used in connection therewith: And whereas the original trustees and the Auckland Cricket Association and the Auckland Rugby Football Union represented by the trustees thereof executed a certain deed bearing date the second day of June, one thousand nine hundred and twenty-six, whereby provision was made for the custody, management, and control of the property the subject matter of the said declaration of trust to be vested in a board of control comprising representatives of the trustees, the Auckland Cricket Association, and the Auckland Rugby Football Union: And whereas doubts have arisen as to the trusts upon which the said Park is held and it is desirable that such doubts be resolved and that the properties hitherto vested in or controlled by the trustees for the time being under the said declaration of trust or the board of control constituted under the said deed should be vested in a trust board to be a body corporate and to be called the **Eden Park Trust Board**:

**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 Eden Park Trust Act 1955.

**2 Interpretation**

(1) In this Act, except where a contrary intention appears,—

**Trust Board** means the Eden Park Trust Board constituted by the provisions of this Act

**Declaration of trust** means the declaration of trust referred to in the preamble to this Act

**Management agreement** means the deed bearing date the second day of June, one thousand nine hundred and twenty-six, referred to in the preamble to this Act

**Old trustees** means the persons who immediately prior to the passing of this Act held office as trustees under the declaration of trust

**Board of Control** means the Board of Control constituted as provided for in Schedule 2 to this Act

**Old board of control** means the Board of Control constituted by the management agreement

**The Association** means the Auckland Cricket Association Incorporated

**The Union** means the Auckland Rugby Football Union Incorporated

**Schedule 2** means Schedule 2 to this Act, together with any alterations or additions duly made thereto from time to time in pursuance of the provisions of this Act.

**Trust property** means all real and personal property for the time being held by the Board, being property vested in the Board by this Act or acquired by the Board, whether by purchase, lease, gift, or in any other manner whatsoever, at any time after the passing of this Act.

Trust property: this definition was inserted, as from 30 September 1955, by section 2 Eden Park Trust Amendment Act 1970 (1970 No 7(P)).

- (2) If and whenever in connection with the trusts set forth in this Act the question arises whether any particular sport or athletic game or pursuit is of an amateur character, then such question shall be determined by the Trust Board, whose decision shall be final.

### **3 Incorporation of the Eden Park Trust Board**

There is hereby established a body corporate to be called the Eden Park Trust Board, which shall have perpetual succession and a common seal, and which shall have the constitution and powers and generally shall conduct its affairs in the manner set forth in this Act.

### **4 Cesser of old trusts**

- (1) As from the passing of this Act the trusts declared in the declaration of trust shall cease to have effect and the old trustees shall cease to hold office in relation thereto.
- (2) All things which prior to the passing of this Act were done or omitted by the old trustees or their predecessors in office in or about the execution or intended execution of the trusts declared by the declaration of trust are hereby ratified, and for all purposes shall be deemed to have been validly done or omitted.

### **5 Vesting of property in Trust Board**

- (1) As from the date of the passing of this Act all real and personal property whatsoever shown in the books and accounts kept by the old board of control as assets of the old board of control or of the old trustees shall be vested, without conveyance, transfer, or assignment, in the Trust Board, subject to all debts, liabilities, and charges (if any) affecting the same, and the Trust Board shall take over and satisfy all debts and liabilities of the old trustees or the old board of control existing at the date of the passing of this Act.
- (2) The real and personal property vested in the Board by this section shall be held by the Board free and clear of all trusts which, before the passing of this Act, affected the same in the hands of the old Trustees or the old board of control.

Subsection (2) was inserted, as from 30 September 1955, by section 3 Eden Park Trust Amendment Act 1970 (1970 No 7(P)).

## **6 Registration of title to land, etc**

- (1) Upon the passing of this Act all District Land Registrars and all other persons having charge of any register showing the ownership of any property shall, on written application under the seal of the Trust Board, register the Trust Board as proprietor or owner of all lands or other property vested in the Trust Board by virtue of this Act.
- (2) The lands which by virtue of this Act are vested in the Trust Board are more particularly described in Schedule 1 hereto.

## **7 Trusts affecting property**

The Trust Board shall hold the trust property subject to the trusts hereinafter set forth.

This section was substituted, as from 30 September 1955, by section 4 Eden Park Trust Amendment Act 1970 (1970 No 7(P)).

## **8 Primary trusts**

- (1) The Trust Board shall hold the trust property upon trust to permit the same to be occupied, managed, and controlled by the Board of Control for the purposes and generally upon the terms and conditions set forth in Schedule 2 hereto, unless and until any or any one of the following events shall happen, namely:
  - (a) The Association shall cease to exist as a legal entity; or
  - (b) The Trust Board shall resolve by special resolution, upon reasonable grounds, that the Association has not, during both of the two consecutive cricket seasons last concluded prior to the passing of such resolution, carried on to a substantial degree the promotion and organization of the game of cricket within the area of the operations of the Association as defined for the time being in its constitution; or
  - (c) The Association shall cease to be affiliated to the New Zealand Cricket Council; or
  - (d) The Union shall cease to exist as a legal entity; or

- (e) The Trust Board shall resolve by special resolution, upon reasonable grounds, that the Union has not, during both of the two consecutive football seasons last concluded prior to the passing of such resolution, carried on to a substantial degree the promotion and organization of the game of Rugby Union Football within the area of the operations of the Union as defined for the time being in its constitution; or
  - (f) The Union shall cease to be a member of the New Zealand Rugby Football Union Incorporated; or
  - (g) The Trust Board shall resolve by special resolution upon reasonable grounds that during the six months immediately preceding such resolution the Board of Control has committed one or more substantial breaches of any of its duties as set out in Schedule 2 hereto or as set out in paragraph 21 of Schedule 3 hereto.
- (2) For the purposes of subsection 1 of this section the expressions “cricket season” and “football season” shall have the same meaning as is given to those expressions in Schedule 2.
  - (3) The Trust Board and the members thereof shall not be under any duty to pass a resolution pursuant to paragraphs (b), (e), or (g) of subsection 1 of this section notwithstanding that events may have occurred which would justify the passing of such a resolution.
  - (4) The Board of Control shall have the constitution and powers as set out in Schedule 2 and in section 10 of this Act.
  - (5) During the continuance of the trust set forth in subsection 1 of this section the rights and obligations of the Association and the Union in relation to the beneficial enjoyment of the trust property shall be governed by the provisions of Schedule 2.

## **9 Alternative trusts**

- (1) Upon the happening of any or any one of the events set forth in paragraphs (a) to (g) inclusive of subsection one of the preceding section the Trust Board shall hold the trust property upon the following trusts, that is to say, to keep and maintain the land described in paragraphs 1 and 2 of Schedule 1 hereto (together with such of the other lands comprised from time to time in the trust property as the Trust Board may deem

expedient) as a sports ground, and to make such land available for the following purposes:

- (a) During the cricket season, for the playing of cricket, and, in so far as the same may in the reasonable opinion of the Trust Board be made available for other purposes without causing a substantial and material interference therewith as a ground for the playing of cricket (having regard to the demand existing for the time being for the use thereof for that purpose and all other relevant circumstances), then for such sports or athletic games or pursuits of an amateur character as the Trust Board may from time to time deem expedient. If and so long as the Association shall remain in existence and affiliated to the New Zealand Cricket Council and shall in the opinion of the Trust Board be actively engaged in promoting and organizing the game of cricket, then the Trust Board shall give preference to cricket played under the control or with the sanction of the Association. In any other case the Trust Board shall give preference to cricket played under the control or with the sanction of any body or organization (whether the Association or some other body or organization) which from time to time in the opinion of the Trust Board is substantially carrying out in relation to cricket the functions at present carried out by the Association:
- (b) During the football season, for the playing of Rugby Union football, and, in so far as the same may in the reasonable opinion of the Trust Board be made available for other purposes without causing a substantial and material interference therewith as a ground for the playing of Rugby Union football (having regard to the demand existing for the time being for the use thereof for that purpose and all other relevant circumstances), then for such sports or athletic games or pursuits of an amateur character as the Trust Board may from time to time deem expedient. If and so long as the Union shall remain in existence and a member of the New Zealand Rugby Football Union Incorporated and shall in the opinion of the Trust Board be actively engaged

in promoting and organizing the game of Rugby Union football, then the Trust Board shall give preference to Rugby Union football played under the control or with the sanction of the Union. In any other case the Trust Board shall give preference to Rugby Union football played under the control or with the sanction of any body or organization (whether the Union or some other body or organization) which from time to time in the opinion of the Trust Board is substantially carrying out in relation to Rugby Union football the functions at present carried out by the Union.

- (2) Upon the happening of any or any one of the events set forth in paragraphs (a) to (g) inclusive of subsection one of the preceding section, the powers, duties, and functions of the Board of Control shall determine and the provisions of Schedule 2 to this Act shall cease to have effect, and the Trust Board shall assume the custody, control, and management of the trust property.
- (3) For the purposes of the trusts set out in subsection 1 of this section the cricket season shall be the period from the first day of October to the fourteenth day of April, and the football season the period from the fifteenth day of April to the thirtieth day of September.

#### **10 Constitution and powers of Trust Board**

- (1) The Trust Board shall have the constitution set out in Part 1 of Schedule 3 to this Act and shall have the powers set out in Parts 2 and 3 of Schedule 3 to this Act.
- (2) The powers of the Trust Board set out in Part 2 of Schedule 3 to this Act shall not be exercisable by the Trust Board during the continuance of the trusts set out in subsection 1 of section 8 of this Act. During the continuance of the said trusts such powers shall, however, be exercisable by the Board of Control (but subject to any provisions to the contrary contained elsewhere in this Act) for and on behalf of the Trust Board.
- (3) During the continuance of the trusts set out in subsection 1 of section 8 of this Act the powers of the Trust Board set out in Part 3 Schedule 3 to this Act shall be exercisable only with the consent of the Board of Control. The Trust Board may from

- time to time by special resolution delegate to a committee of not less than three of its members all or any of the said powers upon such terms and subject to such restrictions as it thinks fit.
- (4) In addition to the foregoing powers the Trust Board shall have power:
- (a) To raise money by way of mortgage charge or encumbrance on the trust property or any part thereof for the purpose of providing funds for the discharge in whole or in part of any mortgage charge, encumbrance, debt, or liability now subsisting or hereafter created or incurred in respect of which the trust property or any part thereof is or shall be charged or the Trust Board is or shall be liable. This power to raise money is in addition to and is not to be construed as limiting or detracting from the power conferred by paragraph 3 of Part 2 of Schedule 3 hereto:
  - (b) To raise money by way of mortgage charge or encumbrance on the trust property or any part thereof for the purpose of providing funds for building purposes or otherwise for effecting permanent improvements to the lands comprised for the time being in the trust property or for the purchase of additional land or for the purchase of plant or equipment. During the continuance of the trusts set out in subsection 1 of section 8 of this Act the power to raise money hereby conferred on the Trust Board shall be exercised only with the consent either of the Association or of the Union expressed by resolution of the executive thereof, and further shall be exercised only pursuant to a special resolution of the Trust Board:
  - (c) To raise money by borrowing without giving security for any of the purposes set out in the preceding paragraphs (a) and (b) or for the maintenance or upkeep of the trust property or any part thereof.
  - (d) To make application for and to hold a special licence in accordance with the Sale of Liquor Act 1989.
- (5) The powers to raise money conferred upon the Trust Board by the preceding subsection shall include power (for any of the purposes therein stated and subject to the restrictions thereby imposed) to raise money by means of the issue of a debenture

or debentures with or without a trust deed and with or without security over the trust property or any part thereof.

- (6) Subject only to the restrictions imposed upon it by this Act the Trust Board shall have full power to hold real and personal property of whatever nature, to sue and be sued in its corporate name in all proceedings civil or criminal and in all Courts and before all tribunals or authorities, and to do and suffer all that corporate bodies may do and suffer.

Subsection (4)(d) was inserted, as from 30 November 1979, by section 2 Eden Park Trust Amendment Act 1979 (1979 No 4(P)).

Subsection (4)(d) was amended, as from 1 April 1990, by section 230(1) Sale of Liquor Act 1989 (1989 No 63) by substituting the words “special licence in accordance with the Sale of Liquor Act 1989” for the words “booth licence in accordance with the Sale of Liquor Act 1962”.

## **11 Trust Board to have powers of delegation**

- (1) Upon the happening of any of the events set out in paragraphs (a) to (g) inclusive of subsection one of section eight hereof, the Trust Board shall have the right by special resolution to delegate to a committee any of the powers set out in Part 2 of Schedule 3 to this Act.
- (2) Such delegations shall be for such time or times and generally upon such conditions as the Trust Board shall determine.
- (3) Such committee may consist of any two or more members of the Trust Board only, or may consist of any two or more members of the Trust Board together with such other persons not being members of the Trust Board as the Trust Board shall think fit. In lieu of appointing such other persons by name, the Trust Board may make provision for some or all of such persons to be appointed to hold office on any such committee by such bodies or organizations engaged in promoting, managing, or organizing cricket, Rugby Union football, or sports or athletic games or pursuits of an amateur character at any place or places in the Provincial District of Auckland as the Trust Board shall determine.

## **12 Board of Control agent of Trust Board**

The Board of Control, in the exercise of its powers, functions, and duties under this Act, shall act in all things as the agent of the Trust Board, and in like manner any committee set up

under the powers conferred by section 11 hereof shall act as the agent of the Trust Board.

**13 Members of Trust Board, etc, liable only for own acts**

Every member of the Trust Board or of the Board of Control or of any committee 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 trust 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 trust 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.

**14 Receipts by Secretary, etc, sufficient discharge**

The receipt in writing of any Secretary, Treasurer, or agent of the Trust Board or Board of Control duly authorized in that behalf shall be a good and effectual discharge for all money paid to him on behalf of the Trust Board and shall exonerate the person or persons paying such money from seeing to the application thereof.

**15 Protection of purchasers and others**

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 therefor or the propriety thereof.

**16 Sale or lease of Park**

- (1) If at any time the Trust Board is of the opinion that it is desirable to sell or lease the whole or any part of the lands described in paragraphs 1 and 2 of Schedule 1, then the Trust Board may apply to the High Court for an order authorizing such sale or lease.

- (2) Notice of such application shall be given to the Association and to the Union, and the Association and the Union and such other persons or bodies as the High Court shall direct shall be entitled to be heard on any such application.
- (3) Upon any such application as aforesaid the Court shall have power to approve the sale or leasing of the whole or any part of such lands in such manner and upon such terms and conditions as the Court may direct and shall have power to make provision for the payment of the costs of any party out of the trust property.
- (4) The Court shall not order a sale as aforesaid unless it is satisfied either—
  - (a) That it is for any reason impracticable for the Trust Board to continue to hold the said lands or the part thereof which the Trust Board desires to sell; or alternatively
  - (b) That the moneys derived from the sale will be laid out in the purchase and development of other lands to be held subject to the same trusts, and that an order directing a sale would be in the best interests of the sports of cricket and Rugby Union football; or alternatively
  - (c) That the sale is of a part only of the said lands and that such sale is desirable in all the circumstances.
- (5) Where a sale is directed as aforesaid of all the said lands in circumstances not requiring the Trust Board to lay out the proceeds in the purchase and development of other lands, then the Trust Board shall hold the proceeds of such sale together with all other the trust property after discharging all mortgages, debts, charges, and liabilities for which the Trust Board or the trust property shall be liable upon trust to dispose of the same for the benefit and advancement of cricket, Rugby Union football, or other athletic games and pursuits of an amateur character in the Provincial District of Auckland and in such manner in all respects as the Trust Board in its untrammelled discretion may think fit.

The references to the “High Court” were substituted, as from 1 April 1980, for references to the “Supreme Court” pursuant to section 12 Judicature Amendment Act 1979 (1979 No 124).

**17 Alterations to Schedule 2**

- (1) Any of the provisions of Schedule 2 may from time to time be altered or added to by mutual agreement in writing between the Trust Board, the Association, and the Union, but no such alteration or addition shall have any effect until approved by the Governor-General and published in the *Gazette*.
- (2) Any alteration or addition so made to the provisions of Schedule 2 shall upon publication in the *Gazette*, thenceforth have the same force as if originally contained therein and be subject in like manner to alteration.
- (3) This section shall not be so construed as to require the approval of the Governor-General or the publication in the *Gazette* of any alterations made pursuant to the provisions of paragraph 26 of Schedule 2.

**18 By-laws**

- (1) The Trust Board may from time to time, by resolution, make by-laws for all or any of the following purposes, that is to say:
  - (a) For the safety and preservation of and to prevent injury to the buildings, fences, turf, and all other property vested in the Trust Board:
  - (b) For preventing and repressing betting, gambling, or disorderly or unseemly conduct or behaviour of persons, whether players or spectators, in or about the lands comprised in the trust property:
  - (c) For preventing persons gaining or attempting to gain admission to any land, building, or enclosure comprised in the trust property 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 trust property and for providing for the comfort and convenience of players and spectators attending or making use of the said buildings or land.
- (2) No by-laws made by the Board shall come into operation until the same have been approved by the Governor-General and have been gazetted.

- (3) The publication in the *Gazette* of any by-laws purporting to have been made by the Trust Board under this Act and to have been approved by the Governor-General shall, until the contrary is shown, be sufficient evidence that the same have been duly made and approved in accordance with this Act.

**19 Penalty for breach of by-law**

Every person who commits any breach of any by-law under this Act is liable to a fine not exceeding ten dollars, and shall also be liable to pay damages in respect of any injury done by such person. All such fines and damages may be recovered in a summary way, and when so recovered shall be paid without deduction to the Trust Board.

The words “ten dollars” were substituted, as from 10 July 1967, for the words “five pounds” pursuant to section 7(1) Decimal Currency Act 1964 (1964 No 27).

**20 Private Act**

This Act is hereby declared to be a private Act.

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**Schedule 1**

**1**

All that parcel of land situate in the Suburbs of Auckland containing fifteen acres one decimal eight perches (15a 0r 1.8p), more or less, being parts of Allotments 12, 137, and 137A of Section 10, parts of the said land being more particularly shown as parts Lots 7, 8, 9, 10, 11, 12, 13, and 16, Deposited Plan No 3841, Lot 3 and part Lots 1, 2, and 4, Deposited Plan No 3856, and Lots 46, 47, 48, 49, 52, 53, and parts Lots 50, 51, 54, 55 and 56, Deposited Plan No 4194, being all the land in certificate title, Volume 727, folio 276, Auckland Registry, subject to fencing covenants in Transfers Nos 71643 (affects part Lot 46, Deposited Plan No 4194) and 75115 (part Lot 1, Deposited Plan 3856), and subject to Memorandum of Mortgage No 262653.

**2**

All that parcel of land situate as aforesaid containing two roods thirty decimal two perches (2r 30.2p), more or less, being parts Lots 8, 9, 10, and 11, Deposited Plan No 3841, part Allotment 137, Section 10, Suburbs of Auckland, and being all the land in certificate of title, Volume 411, folio 193, Auckland Registry.

**3**

All that piece of land situate as aforesaid containing twenty-seven decimal four perches (27.4p), more or less, being Lot 19 on Deposited Plan No 4194, part Allotment 137 of Section 10, Suburbs of Auckland, and being all the land in certificate of title, Volume 411, folio 192, Auckland Registry, subject to Memorandum of Mortgage No 262653.

**4**

All that piece of land situate as aforesaid containing twenty-six decimal six perches (26.6p), more or less, being Lot 57, Deposited Plan 4194, part Allotment 137, Section 10 of the Suburbs of Auckland, and being all the land in certificate of title, Volume 153, folio 123, Auckland Registry.

**5**

All that piece of land situate as aforesaid containing twenty-five decimal three perches (25.3p), more or less, being Lot 131, Deposited Plan No 3513, part Allotment 12, Section 10, Suburbs of Auckland, and being all the land in certificate of title, Volume 142, folio 279, Auckland Registry.

**6**

All that piece of land situate as aforesaid containing thirty-nine perches (39p), more or less, being Lot 122A, Deposited Plan No 3513, part Allotment 12, Section 10, Suburbs of Auckland, and being all the land in certificate of title, Volume 141, folio 297, Auckland Registry, subject to fencing covenant in Transfer No 42327.

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## Schedule 2

1

The Board of Control shall consist of nine persons, of whom the Trust Board shall nominate three, the Association three, and the Union three. The first members of the Board of Control shall be the members of the old board of control holding office as at the date of the passing of this Act. As soon as is conveniently practicable after the passing of this Act, fresh nominations in terms of this paragraph shall be made by the Trust Board, the Association, and the Union respectively, and upon the making of such nominations the first members of the board of control shall cease to hold office and the nominees under such fresh nomination shall take office and shall hold office until the expiration of a period of three years, computed as from the passing of this Act. At the expiration of such period and annually thereafter one member from each group of three shall retire, but shall be eligible for renomination. The order of retirement in each group shall be governed by length of service, and in cases where this presents difficulty of application ballot shall be resorted to, it being the intention of this Act that each nominee shall hold office continuously for at least three years before being required to retire (except for the first members and those members who shall retire at the expiration of three years from the passing of this Act).

2

In the event of the Trust Board or the Association or the Union passing a resolution to the effect that any one or more of the persons nominated by them respectively no longer enjoy the confidence of the Trust Board, the Association, or the Union, as the case may be, then the Board of Control, 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 vacancy or vacancies shall be deemed to be casual within the meaning of the next succeeding paragraph.

3

In the event of a casual vacancy arising by reason of the death, resignation, refusal to act, or retirement from any cause of a

member of the Board of Control, then the body by whom such member was nominated shall fill the vacancy so created and may do so immediately or at any time thereafter.

4

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

5

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

6

Except in the case of what in the opinion of the Chairman is an emergency meeting, not less than three days' 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 so to do. 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 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 of Control. It shall not be necessary for any such notice to give particulars of the business intended to be transacted at the meeting.

7

At all meetings of the Board of Control five shall form a quorum, and the Chairman shall have a casting as well as a delib-

erative vote. Every matter shall be determined by a majority of votes.

8

During the continuance of the trusts set out in subsection (1) of section 8 of this Act, and save as otherwise expressly provided to the contrary by this Act, the custody, management, and control of the trust property shall, as from the passing of this Act, be vested in the Board of Control.

9

Without limiting the rights and powers of the Board of Control as custodians, managers, and controllers of the trust property, it is hereby declared that the primary duty and function of the Board of Control is to use and administer the lands from time to time comprised in the trust property and the grandstands, buildings, structures, fences, and appointments from time to time within, upon, or about the said lands (hereinafter together referred to as **the Park**) to the best advantage of the Association and the Union respectively, by encouraging and assisting in the playing thereon of the games of cricket and Rugby Union football under the organizations of the Association and the Union respectively, and to maintain and care for the Park for such purposes.

10

It shall be the duty of the Board of Control from time to time to make recommendations to the Trust Board for the improvement and development of the Park and for adding to its attractions and usefulness to the intent that the Park shall at all times be an efficient playing area for the games of cricket and Rugby Union football, with adequate accommodation, comfort, and convenience for players, spectators, and public generally.

11

In the succeeding clauses of this Schedule:

- (a) The expression **current liabilities** means all liabilities of the Trust Board which from time to time have fallen due for payment but are unpaid, saving only any liability for the repayment of the principal moneys comprised in any loan of moneys.

- (b) The expression **current assets** means all assets of the Trust Board for the time being, saving only land and any general reserve for the time being constituted under clause 14 hereof.

12

The Board of Control shall punctually pay and discharge the current liabilities of the Trust Board, and except as may otherwise be specially arranged between the Trust Board and the Board of Control shall for that purpose use only the current assets of the Trust Board, save and except that the Board of Control may have recourse to such borrowing as is authorized by paragraph 3 of Part 2 of Schedule 3 to this Act. The costs and disbursements incidental to the preparation and promotion of this Act shall be a liability of the Trust Board.

13

Except with the previous consent of the Trust Board, the Board of Control shall exercise reasonable care not to incur any liability the discharge of which will probably involve recourse to the sale of land comprised in the trust property or to the raising of money by the exercise of any borrowing powers (other than that conferred by paragraph 3 of the Part 2 of Schedule 3) or to any general reserve constituted for the time being under paragraph 14 hereof.

14

If the Trust Board is at any time or times of the opinion, upon reasonable grounds, that any moneys or investments are not immediately required by the Board of Control for the payment of current liabilities, then the Trust Board may resolve that such moneys or investments be constituted a general reserve. It shall be the duty of the Board of Control to apply the moneys and investments comprised in the general reserve in or towards the payment of such liabilities of the Trust Board, whether current or otherwise, as the Trust Board may from time to time resolve, and it shall not be lawful for the Board of Control to expend any of such moneys otherwise than in pursuance of such a resolution.

The Trust Board may at any time require the Board of Control to keep any moneys forming part of the general reserve in a separate bank account.

The Trust Board may at any time resolve that any part of the general reserve shall cease to be part of the general reserve.

15

The Board of Control may at any time give and undertaking to the Trust Board to set aside and apply to any specific purpose any part of the revenues from the Park or any part of the current assets of the Trust Board and it shall thereupon be the duty of the Board of Control to exercise reasonable care to carry out any such undertaking, and any moneys so set aside shall not be applied to any other purpose except with the consent of the Trust Board.

16

At all times, notwithstanding any rights conferred upon the Association or the Union or any person or body, the custody, control, and management of the Park shall be in the Board of Control, including the right to collect the whole of the revenue of the Park, and in particular, all moneys paid for admission to the grounds and stands, including ground members' tickets, or derived from the grant of rights (except programme rights) or privileges for advertising or exhibiting in the Park or for catering or for booths or stalls thereon, and all other rights or privileges whatsoever.

17

Notwithstanding the provisions of the last preceding paragraph hereof, the Board may delegate during the cricket season to the Association and during the football season to the Union, powers (limited as the Board shall see fit) to manage the ground, gates, and stands, and to collect the revenue therefrom in respect of any match or series of matches, but such delegation shall be upon such conditions and subject to such supervision, restrictions, and limitations as the Board of Control may from time to time impose, and shall be revocable in part or in whole at any time without it being necessary for the Board of Control to specify the reasons for such revocation. In every case where such delegation of powers

shall be made, the body acting thereunder shall be deemed to be the agent of the Trust Board and shall be accountable as such. From and after the passing of this Act a delegation as provided for by this paragraph shall be deemed to have been made by the Board of Control to the Association and to the Union respectively to the same extent and upon the same terms and conditions, so far as the same are consistent with this Act, as existed in relation to the delegation of powers to the Association and the Union respectively by the old board of control immediately prior to the passing of this Act.

18

Subject to the terms of the last-preceding paragraph hereof, all persons necessary for the proper and efficient carrying out of the custody, control, and management of the Park, including groundsmen or curators, shall be appointed and employed by and be under the exclusive control of the Board of Control acting for and on behalf of the Trust Board.

19

Subject as aforesaid, in the case of every match or game promoted by or played under the control of or with the sanction of either the Association or the Union and in respect of which a charge for admission is made, the Board of Control shall, for and on behalf of the Trust Board, appoint and employ all gate-men, ticket sellers, clerks, attendants, and servants deemed by the Board of Control to be necessary in the circumstances.

20

The Board of Control shall deal with and dispose of moneys received for admission to the grounds and stands in relation to such matches and games as are referred to in the last preceding paragraph hereof as follows:

In the first place the Board of Control shall retain out of such moneys such sum as shall be sufficient to cover the whole of the cost and expenses incurred by the Board of Control in connection with such match or game (including amusement tax if any) or in anywise relating or incidental thereto, and in the event of the amount received being insufficient for that purpose then the deficiency shall become a debt owing to the Trust Board by the Association or the Union as the case may be.

In the next place the Board of Control shall retain and pay into the funds of the Trust Board the percentage upon the gross amount received, prescribed in the next succeeding paragraph, and any balance of the said moneys shall be paid by the Board of Control to the Association or the Union as the case may be.

**21**

The percentages to be retained (or to be received as the case may be) by the Board of Control as aforesaid shall be as follows:

- (a) In the case of a cricket match other than a representative match, seventy dollars (\$70) per centum of the gross amount received from all sources.
- (b) In the case of a cricket representative match, forty dollars (\$40) per centum of the gross amount received for admission to the grounds and all stands.
- (c) In the case of a football match other than a representative match, fifty dollars (\$50) per centum of the gross amount received for admission to the grounds and twenty dollars (\$20) per centum of the gross moneys received for admission to the larger stand (commonly known as the **football stand**).
- (d) In the case of a football representative match other than one controlled by the New Zealand Rugby Union, forty dollars (40) per centum of the gross amount received for admission to the grounds and twenty dollars (\$20) per centum of the gross moneys received for admission to the larger football stand aforesaid.
- (e) In the case of a football representative match controlled by the New Zealand Rugby Union, thirty-three dollars and thirty-three and one third cents (\$33.33 1/3) per centum of the gross amount received for admission to the grounds and all stands:

Provided that the total amount retained or received by the Board of Control under (c) and (d) shall not in any one football season exceed the sum of two thousand dollars.

The words "seventy dollars (\$70)", "forty dollars (\$40)", "fifty dollars (\$50)", "twenty dollars (\$20)", "thirty-three dollars and thirty-three and one third cents (33.33 1/3)" and the words "two thousand dollars" were substituted, as from 10 July 1967, for the words "thirty-five pounds (£35)", "twenty pounds (£20)", "twenty-five pounds (£25)", "ten pounds (£10)", "sixteen pounds

thirteen shillings and fourpence (£16 13s 4d)” and the words “one thousand pounds” pursuant to section 7(1) Decimal Currency Act 1964 (1964 No 27).

**22**

Subject to the proviso hereinafter contained, the issue of ground members’ tickets and the charge therefor and the privileges passing thereby shall be under the sole control of the Board of Control, and all moneys received from the issue and sale of such shall be received by the Board of Control and become part of the funds of the Trust Board, provided always that the practice and system hitherto in operation regarding the issue and sale of ground members’ tickets, giving the right to admission to the ground and all stands during the year shall be maintained under the control of the Board of Control and the rights of persons who immediately prior to the passing of this Act were ground members shall be preserved and renewed from time to time. No greater number of persons shall receive ground members’ tickets than held such tickets as at the passing of this Act unless the Association and the Union agree to an increase in the number of such tickets which may be issued.

**23**

Settlement by the Board of Control with the Association and the Union respectively shall be made not later than seven (7) days after each match, and quarterly accounts shall be rendered by the Board of Control to the Association and the Union respectively.

**24**

The tariff of charges for admission to the Park and any part thereof or stand thereon upon the occasion of any match or game played under the control of the Association or the Union shall be from time to time fixed by the Association or Union as the case may be, but shall not either as to gates or stands be less than the charges made during the cricket season or the football season last concluded prior to the passing of this Act without the consent of the Board of Control.

**25**

The books of account required by this Act to be kept by the Board of Control for and on behalf of the Trust Board shall

be open to inspection by the Association or the Union at all reasonable times. The financial year of the Trust Board shall commence on the 1st day of April of every year and close on the 31st day of March of the following year, and the Board of Control shall on or before the 15th day of June in each year supply each of them, the Trust Board, the Association, and the Union, with three copies of the annual report, balance sheet, and profit and loss account covering the year just ended.

Clause 25 was amended, as from 3 March 1994, by Gazette, 1994, p 984, by substituting the references to “1st day of April” and “31st day of March” for references to “15th day of April” and “14th day of April” respectively.

**26**

- (1) At any time and from time to time after the passing of this Act the terms and conditions of this Schedule so far as they relate to the percentages of match receipts to be retained or to be received by the Board of Control (and any terms and conditions relating to match receipts which may from time to time after the passing of this Act be fixed by agreement or by arbitration pursuant to the provisions of this paragraph) may be varied by an agreement in writing made between the Trust Board and the Association and the Union. The Board of Control shall not be entitled to act as the agent of the Trust Board in the making of any such agreement. Such agreement, in addition to making provision as to the percentages to be retained or received in the case of football matches, or of football matches of different categories, or of cricket matches, or of cricket matches of different categories, may also provide for a maximum amount to be retained or received by the Board of Control in any one football season or cricket season, from receipts from football matches, or from football matches of different categories, or from cricket matches, or from cricket matches of different categories. Any such agreement shall state the date upon which it is to come into force and shall continue in force until varied by further agreement or as a result of arbitration as hereinafter provided.
- (2) Prior to the expiration of a period of one year from and after the passing of this Act, the Trust Board shall confer with the Association and the Union with the object of settling what, if any, variation of the provisions of paragraph 21 of this Sched-

ule ought fairly to be made having regard to all the circumstances. In the event of such conference being held and resulting in agreement between the Trust Board, the Association, and the Union, the terms and conditions agreed to shall become operative as from such date as is fixed by the agreement. Unless an agreement as aforesaid sooner reached, then either the Trust Board or the Association or the Union shall have the right, within one month after the expiration of such period of one year, to refer the matter to arbitration in accordance with the provisions of the Arbitration Act 1908, of any amendments thereto or re-enactment thereof for the time being in force and the terms and conditions fixed as a result of such arbitration shall become operative as from the expiration of such period of one year.

It is hereby expressly declared that the terms and conditions set forth in paragraph 21 of this Schedule have been inserted herein for the purpose of providing a basis of payments to be operative until the Trust Board, the Association, and the Union have had a proper opportunity of considering the most suitable terms and conditions to be adopted in the light of the circumstances prevailing after the passing of this Act. It is further expressly declared that the terms and conditions set out in paragraph 21 of this Schedule do not represent the considered views of the old trustees or of the Association or of the Union as to the most suitable basis of payments to be operative from and after the passing of this Act, and such terms and conditions shall not be regarded as in any way setting a precedent in any conference between the parties or in any arbitration as hereinbefore provided.

- (3) Not later than one month prior to the expiration of every successive three-year period subsequent to the expiration of the one-year period referred to in the preceding subparagraph (2) hereof, either the Trust Board or the Association or the Union shall have the right to give notice in writing to the others of them that it is dissatisfied with the terms and conditions relating to percentages of match receipts in force at the time of giving such notice. Unless the question of percentages is then settled by agreement between the Trust Board and the Association and the Union prior to the expiration of such

three-year period current at the time of the giving of such notice, then either the Trust Board or the Association or the Union shall have the right, within one month after the expiration of such three-year period, to refer the matter to arbitration in accordance with the provisions of the Arbitration Act 1908, or amendments thereto or re-enactment thereof for the time being in force, and any terms and conditions fixed as a result of such arbitration shall become operative as from the expiration of such three-year period.

- (4) The rights conferred upon the Trust Board and the Association and the Union by this paragraph shall apply whether or not the terms and conditions relating to percentages current at the material time are those set forth in paragraph 21 of this Schedule or have been fixed by agreement or have been fixed by arbitration.
- (5) In any arbitration held under any of the provisions of this paragraph, the arbitrator shall fix such terms and conditions as he considers reasonable in all the circumstances, and he shall have power to fix percentages applicable to all football matches or to football matches of different categories, or to all cricket matches, or to cricket matches of different categories, and he shall also have the power to fix a maximum amount to be retained or received by the Board of Control in any one football season or cricket season from receipts from all football matches, or from football matches of different categories, or from all cricket matches, or from cricket matches of different categories.
- (6) It is hereby expressly declared that the Union is regarded as the likely major contributor to the revenue of the Trust Board and it is not the intention of this Act that the Association and the Union should necessarily be equal contributors to such revenue, but rather that their contributions should bear a relationship to the amounts from time to time derived from the use of the Park for the playing of cricket and Rugby Union football respectively.

27

The Board of Control shall have the power at any time and from time to time to appoint any person or persons to be life ground members of the Park to the intent that from and after

such appointment such person or persons shall be entitled to admission free of charge at all times to all parts of the Park, to all stands and enclosures thereon. All persons who from time to time shall hold office as members of the Trust Board shall by virtue of their office be and become life ground members of the Park, and the provisions of paragraph 25 of the Management Agreement are hereby ratified and confirmed to the intent that such persons as immediately prior to the passing of this Act were *ex officio* members of the Park shall continue to be so.

28

For the purposes of this Schedule the cricket season shall be deemed to commence on the 15th day of October and to close on the 14th day of April, and the football season to commence on the 15th day of April and to close on the 31st day of August for the grounds known at present as Nos 2 and 3, and the first Saturday after the 30th day of September for the ground at present known as Ground No 1. Notwithstanding the foregoing provisions, the Board of Control shall have power from time to time to alter the commencing and closing dates, or either of them, in relation to any particular cricket or football season provided either:

- (a) It shall have first obtained the consent of the Association and the Union; or alternatively
- (b) If, without having obtained such consent, the Board of Control considers it desirable to make such an alteration and the purpose of such alteration is a purpose directly connected either with cricket or with Rugby Union football.

29

For the period of the cricket season the Association shall be entitled to the use of the Park on all Saturdays and also on all such other days during the cricket season as the Board of Control shall determine and subject to such conditions and restrictions as the Board of Control may from time to time impose, and for the period of the football season the Union shall be entitled to the use of the Park on all Saturdays and also on all such other days during the football season as the Board of Control shall determine and subject to such conditions and restrictions as the Board of Control may from time to time impose: Provided

always that the Board of Control may, upon giving reasonable notice and paying such compensation as to the Board of Control may seem reasonable upon the arising of circumstances deemed by the Board of Control to be exceptional, withdraw any day from either the Association or the Union and use the Park on that day for purposes other than those of the Association or the Union as the case may be, but this power shall be exercised sparingly and (except with the consent of the Association or the Union as the case may be) so as to affect one Saturday only in any one cricket or football season and only in exceptional circumstances with the object of providing for a game, demonstration, or exhibition of unusual importance and public interest, and then only provided that six members of the Board of Control shall be in favour of the power being exercised.

**30**

It shall be the duty of each of them, the Association and the Union respectively, to cause to be played at the Park all their principal first-grade matches for which accommodation can be provided and to use their best endeavours to procure to be played at the Park as many college and grammar school matches as may be practicable.

It shall be the duty of the Association and the Union respectively to use their best endeavours to ensure that all matches to be played in Auckland promoted by the New Zealand Cricket Council and by the New Zealand Rugby Union respectively shall so far as is reasonably possible be played at the Park.

**31**

All questions, disputes, and differences whatsoever which may at any time or times hereafter arise between the Trust Board, the Board of Control, the Association, and the Union, or any two or more of them, concerning the proper meaning and construction of paragraphs 16 to 24 inclusive and 27 to 30 inclusive of this Schedule, or any of them (with any variations, modifications, or additions made thereto from time to time), or concerning the rights or obligations of any of them under such paragraphs, or any of them, 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 or under paragraph 26 of this Schedule shall be to a single arbitrator to be agreed to by all the parties to the dispute or difference. In the event of the parties failing to agree upon the appointment of an arbitrator within seven days after any party to 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 High Court which 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.

The reference to the "High Court" was substituted, as from 1 April 1980, for a reference to the "Supreme Court" pursuant to section 12 Judicature Amendment Act 1979 (1979 No 124).

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### Schedule 3

#### 1

#### 1 Constitution and proceedings of Trust Board

The Trust Board shall have a membership of not more than twelve nor less than seven persons (hereinafter referred to as **trustees**).

#### 2

The first trustees shall be the ten old trustees namely:  
James Marsden Caughey, of Auckland, Company Director.  
Norman Alexander Duthie, of Taupo, Retired Accountant.  
William Richardson Fee, of Auckland, Solicitor.  
Alexander McGregor Grant, of Auckland, Medical Practitioner.  
Stuart Carlton Hay, of Auckland, Sharebroker.  
Thomas Douglas Baird Hay, of Auckland, Sharebroker.  
William George Miller, of Auckland, Retired Bank Manager.  
Nesbit Colin Snedden, of Auckland, Solicitor.

1—*continued*

Frank Emanuel Sutherland, of Auckland, Savings Bank Manager.

Roland Perceval Towle, of Auckland, Solicitor.

3

If and whenever the number of trustees is less than twelve the Trust Board may appoint an additional trustee or trustees, but so that the number of trustees shall not exceed twelve. If and whenever the number of trustees is less than seven, then the Trust Board shall appoint such additional trustees as may be necessary to bring the total number of trustees up to seven. Any appointment of trustees by the Trust Board shall be made by special resolution. Before any appointment of a new trustee is made the Trust Board shall give the Chairman for the time being of the Association and the Chairman for the time being of the Union a reasonable opportunity of expressing their respective views as to the proposed appointment, and the Trust Board shall take any views so expressed into consideration along with all other circumstances before making an appointment of a new trustee.

4

If at any time during the continuance of the trusts set out in subsection (1) of section 8 of this Act the number of trustees shall be less than seven and the Trust Board shall fail for a period of six months after being requested so to do by either or both the Association and the Union to bring the number up to seven, then the Association and the Union may jointly appoint a new trustee or new trustees as the case may be, and in case the Association and the Union cannot agree upon any such appointment then either or both the Association and the Union may apply to the High Court for the purpose of having such appointment made.

The reference to the “High Court” was substituted, as from 1 April 1980, for a reference to the “Supreme Court” pursuant to section 12 Judicature Amendment Act 1979 (1979 No 124).

5

If at any time during the continuance of the trusts set out in subsection (1) of section 9 of this Act the number of trustees

1—*continued*

shall be less than seven and the Trust Board shall fail, for a period of three months after being requested so to do by either the Association or the Union or any other body or organization for the time being engaged in promoting, managing, or controlling the sports of cricket or Rugby Union football at any place or place in the Provincial District of Auckland, to bring the number up to seven, then the Association or the Union or any such body or organization may apply to the High Court for the purpose of having such appointment made.

The reference to the “High Court” was substituted, as from 1 April 1980, for a reference to the “Supreme Court” pursuant to section 12 Judicature Amendment Act 1979 (1979 No 124).

6

On an application made to the High Court under either of the preceding paragraphs 4 or 5 the Court may require notice of such application to be given to such persons, bodies, or organizations as it thinks fit.

The reference to the “High Court” was substituted, as from 1 April 1980, for a reference to the “Supreme Court” pursuant to section 12 Judicature Amendment Act 1979 (1979 No 124).

7

Notwithstanding that the number of trustees may fall below seven, the trustees for the time being, not being less in number than five, may act for all purposes. If and whenever the number of trustees shall fall below five, then the remaining trustees or trustee may act for the purpose of appointing additional trustees to bring the total number of trustees up to seven.

8

The office of trustee shall become and be vacant in each of the following cases in addition to death, that is to say, if the trustee:

- (a) By notice in writing to the Trust Board resigns his office:
- (b) Refuses to act further:
- (c) Becomes of unsound mind or becomes a person subject to a property order within the meaning of the Protection of Personal and Property Rights Act 1988:

1—*continued*

- (d) Becomes bankrupt or enters into a composition with or assignment for the benefit of his creditors:
- (e) Is absent without leave from three consecutive meetings of the Trust Board.

The words “a person subject to a property order within the meaning of the Protection of Personal and Property Rights Act 1988” in paragraph (c) were substituted, as from 1 October 1988, for the words “a protected person under the Aged and Infirm Persons Act” pursuant to section 117(3) Protection of Personal and Property Rights Act 1988 (1988 No 4). The reference in the original paragraph (c) to the “Aged and Infirm Persons Act” should have read “Aged and Infirm Persons Protection Act”.

9

Upon the occurrence of a vacancy in the office of trustee the Trust Board shall at its next ensuing meeting cause a note thereof to be entered in the minute book. In like manner the Trust Board shall cause a note to be entered in the minute book of the entry into office of every new trustee.

10

All acts done by any meeting of the Trust Board or of a committee thereof or by any person acting as a trustee shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any trustee or person acting as aforesaid, be as valid as if every such person had been duly appointed. In like manner all such acts as aforesaid shall not be invalidated if it be afterwards discovered that any trustee had vacated his office under the provisions of paragraph 8 of this Schedule.

11

Except where by this Act the Trust Board is required to act by means of a special resolution, every matter shall be determined by the majority of the trustees present and voting on the question. The Chairman shall have a casting vote, whether or not he shall have previously voted on the same question. There shall be a quorum when five trustees are present at any meeting, but this provision shall not be construed as limiting the provisions of paragraph 7 of this Schedule whereby a lesser number of trustees may act for the purpose of filling up vacancies.

1—*continued*

12

Where by this Act any matter is required to be dealt with by the Trust Board by special resolution, then the expression **special resolution** shall mean a resolution passed by a majority of not less than three-fourths of the members for the time being of the Trust Board at a meeting of the Trust Board of which not less than twenty-one days' notice, specifying the intention to propose the resolution as a special resolution, has been duly given. Alternatively, a special resolution may be passed, without a meeting of the Trust Board or any previous notice being required, by means of an entry in the minute book signed by at least three-fourths of the members for the time being. Any such entry may be signed on behalf of a trustee by his agent duly authorized in writing. For the purpose of this paragraph a member who is for the time being out of New Zealand shall not be counted as a member for the time being of the Trust Board. A copy of every special resolution shall be posted to each trustee by the Secretary within a reasonable time after the passing of such resolution.

13

The Trust Board shall hold a general meeting at least once in each year at such time and in such place in the City of Auckland or within a convenient distance therefrom as the Trust Board shall appoint. Such meeting shall be called the annual general meeting.

14

The Chairman or any two trustees may at any time summon a special meeting for any cause that seems to him or them to be sufficient.

15

During the continuance of the trusts set out in subsection 1 of section 8 of this Act the Board of Control shall have the right on not more than four occasions in any one year to call upon the Chairman of the Trust Board or any two trustees to summon a special meeting of the Trust Board for the purpose of considering any specific matter or matters which the Board of

1—*continued*

Control may resolve should be considered by the Trust Board. Upon receipt of such a request conveyed to him or them by any authorized representative of the Board of Control, the Chairman or the two trustees, as the case may be, shall summon a special meeting of the Trust Board accordingly.

**16**

Notice in writing of every meeting, whether general, special, or adjourned, shall be delivered or sent through the post to each trustee by the Secretary or by some other person acting under the direction of the Trust Board, or, in the case of a special meeting, by or under the direction of the person or persons summoning the meeting, three clear days at least before the date of the meeting; so far, however, in the case of an adjourned meeting as the interval between the original and adjourned meetings will permit. Every notice of meeting shall state the place, day, and hour of the meeting, and every notice of a special meeting shall further state the matter to be discussed thereat. In so far as it is intended at any meeting to propose any resolution as a special resolution, then the provisions of this paragraph shall be read subject to the provisions of paragraph 12 of this Schedule.

**17**

If a quorum shall not have assembled within half an hour after the time appointed for any meeting, the trustee or trustees present, or the Secretary (if no trustee be present), may adjourn the meeting. Any meeting may be adjourned by the Chairman upon the adoption of a resolution for its adjournment.

**18**

The Trustees shall from time to time appoint a Chairman, who shall preside at all meetings. In case of the absence of the Chairman from any meeting, the trustees then present shall elect a Chairman for that meeting.

**19**

Any resolution of the Trust Board may be rescinded or varied from time to time by the Trust Board at a special meeting, but

1—*continued*

a special resolution shall not be rescinded or varied except by a special resolution.

**20**

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

**21**

The Trust Board shall keep full and accurate accounts of all the receipts, disbursements, assets, liabilities, and engagements of the Trust Board and shall in every year cause the same to be audited by a public accountant. During the continuance of the trusts set forth in subsection (1) of section 8 of this Act the foregoing duty of the Trust Board shall by virtue of this Act be delegated to and carried out by the Board of Control, but the trustees and any of them shall at all reasonable times be entitled in person or by their authorized agent to access to the said accounts, and the audited accounts shall in every year be made available to the Trust Board at its annual general meeting for consideration and if thought fit for adoption by the Trust Board.

**22**

The trustees shall have and use a common seal for the affairs and business of the Trust Board, and may from time to time change, alter, or make new such seal as they may think fit. If and whenever the Board of Control acting within its powers and duties set out in Schedule 2 to this Act shall enter into any transaction requiring the use of the common seal, then such

1—*continued*

seal may be affixed to all necessary documents pursuant to a resolution of the Board of Control and in the presence of not less than three members of the Board of Control. In all other cases the common seal shall not be affixed to any instrument except by the authority of a resolution of the Trust Board and in the presence of any three trustees.

## 23

Contracts on behalf of the Trust Board may be made, varied, or discharged as follows:

Any contract which, if made between private persons,—

Firstly, must be in writing under seal;

Secondly, must be in writing signed by the parties thereto;

Thirdly, may be made verbally without writing—

When made on behalf of the Trust Board—

In the first case, shall be in writing under the common seal of the Trust Board, attested by any three trustees, or by any three members of the Board of Control, as the case may be;

In the second case, shall be in writing signed by any person in the name and on behalf of the Trust Board acting under a resolution passed at a meeting of the Trust Board, or of the Board of Control, as the case may be;

In the third case, may be made verbally without writing by any person in the name and on behalf of the Trust Board acting under a resolution passed at a meeting of the Trust Board, or of the Board of Control, as the case may be.

## 24

The Trust Board shall appoint a Secretary and such other officer or officers as it from time to time thinks fit, and may pay such Secretary or other officer or officers such remuneration as it from time to time thinks fit.

## 2

Powers of the Trust Board delegated to the  
Board of Control during the continuance of

2—*continued*

the trusts set out in subsection (1) of section  
8 of this Act

1

To do all such things as may be reasonably necessary for the maintenance and upkeep of the trust property.

2

To invest any trust moneys not immediately required in any investment for the time being authorized by law as a trustee investment and to vary such investments or convert the same into money.

3

To open and operate one or more banking accounts, with power to borrow on overdraft up to a total limit of \$20,000 at any one time.

The expression “\$2,000” was substituted, as from 10 July 1967, for the expression “£1,000” pursuant to section 7(1) Decimal Currency Act 1964 (1964 No 27).

Clause 3 was amended, as from 3 December 1970, by section 5 Eden Park Trust Amendment Act 1970 (1970 No 7(P)) by substituting the expression “\$20,000” for the expression “\$2,000”.

4

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 trust property or the management to the affairs of the trust.

5

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 trust property.

6

From time to time to close the whole or any part of the lands comprised in the trust property for the purpose of permitting the proper maintenance thereof or in order to enable any improvements thereto to be effected.

7

To enter into any contract or arrangement not inconsistent with the provisions of this Act for the use of the lands comprised in

*2—continued*

the trust property, or any part thereof, by any person, body, or organization, and to make a charge for such use.

**8**

To issue tickets entitling the holders to admission to the said lands or to any stand thereon or to any part thereof for such period and upon such terms as it thinks fit.

**9**

To charge for admission to the said lands or any part thereof or any stand thereon at such rates and upon such terms as it thinks fit.

**10**

From time to time for the protection of the turf to declare that the whole or any part of the lands comprised in the trust property is unfit for use as a sports ground, either for a stated time or until further notice, whereupon no person, body, or organization shall be entitled to use the same as a sports ground while such declaration remains operative. This power may from time to time be sub-delegated by the Board of Control to a committee comprising one or more of its own members together with such other person or persons (if any) as may be deemed expedient from time to time by the Board of Control. Any such sub-delegation shall be revocable by the Board of Control at any time.

**3**

Powers of the Trust Board which during the continuance of the trusts set forth in subsection (1) of section 8 hereof shall be exercisable only with the consent of the Board of Control

**1**

To purchase, take on lease or under a tenancy, or otherwise acquire any additional land capable of being used in connection with the trust property.

3—*continued*

2

To accept gifts of any property to be held by the Trust Board upon the trusts set forth in this Act.

3

To sell, lease, or let on such terms and conditions as the Trust Board thinks fit any part of the lands from time to time comprised in the trust property other than the lands described in paragraphs 1 and 2 of Schedule 1 to this Act.

4

To make any alterations or additions to any buildings from time to time on the lands comprised in the trust property, to erect additional buildings, stands, or seating accommodation, covered or uncovered, and generally to effect such improvements to the trust property as may from time to time be considered expedient by the Trust Board.