

IN THE SUPREME COURT OF NEW ZEALAND

SC 107/2015
[2015] NZSC 177

BETWEEN MOBIL OIL NEW ZEALAND LIMITED
Applicant

AND DEVELOPMENT AUCKLAND
LIMITED (FORMERLY AUCKLAND
WATERFRONT DEVELOPMENT
AGENCY LIMITED)
Respondent

Court: Elias CJ, Glazebrook and Arnold JJ

Counsel: M G Ring QC and P R Rzepecky for Applicant
A R Galbraith QC and M C Smith for Respondent

Judgment: 20 November 2015

JUDGMENT OF THE COURT

A The application for leave to appeal is granted (*Auckland Waterfront Development Agency Ltd v Mobil Oil New Zealand Ltd* [2015] NZCA 390).

B The approved questions are:

- (a) **Did the “clean and tidy” clauses in the 1985 leases between Mobil Oil New Zealand Ltd and the Auckland Waterfront Development Agency Ltd require Mobil Oil New Zealand Ltd to remediate any hydrocarbon contamination of the leased land on termination of the leases?**
- (b) **If not, is Mobil Oil New Zealand Ltd liable for the costs of remediating any such contamination on the basis that it breached an implied term in the leases not to commit waste?**

- (c) **If the answer to either (a) or (b) is “yes”, does the remediation obligation relate only to hydrocarbon contamination caused since 1985 or does it extend to contamination caused to the land since 1925?**
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Solicitors:
Greenwood Roche, Wellington for Applicant
Gilbert/Walker, Auckland for Respondent