

OWN 2
0917

45624

MATAPAPA 7 BLOCK

Title: Partition Order dated the 1st day of October 1981
Area: 22 6761 hectares

SCHEDULE OF OWNERS

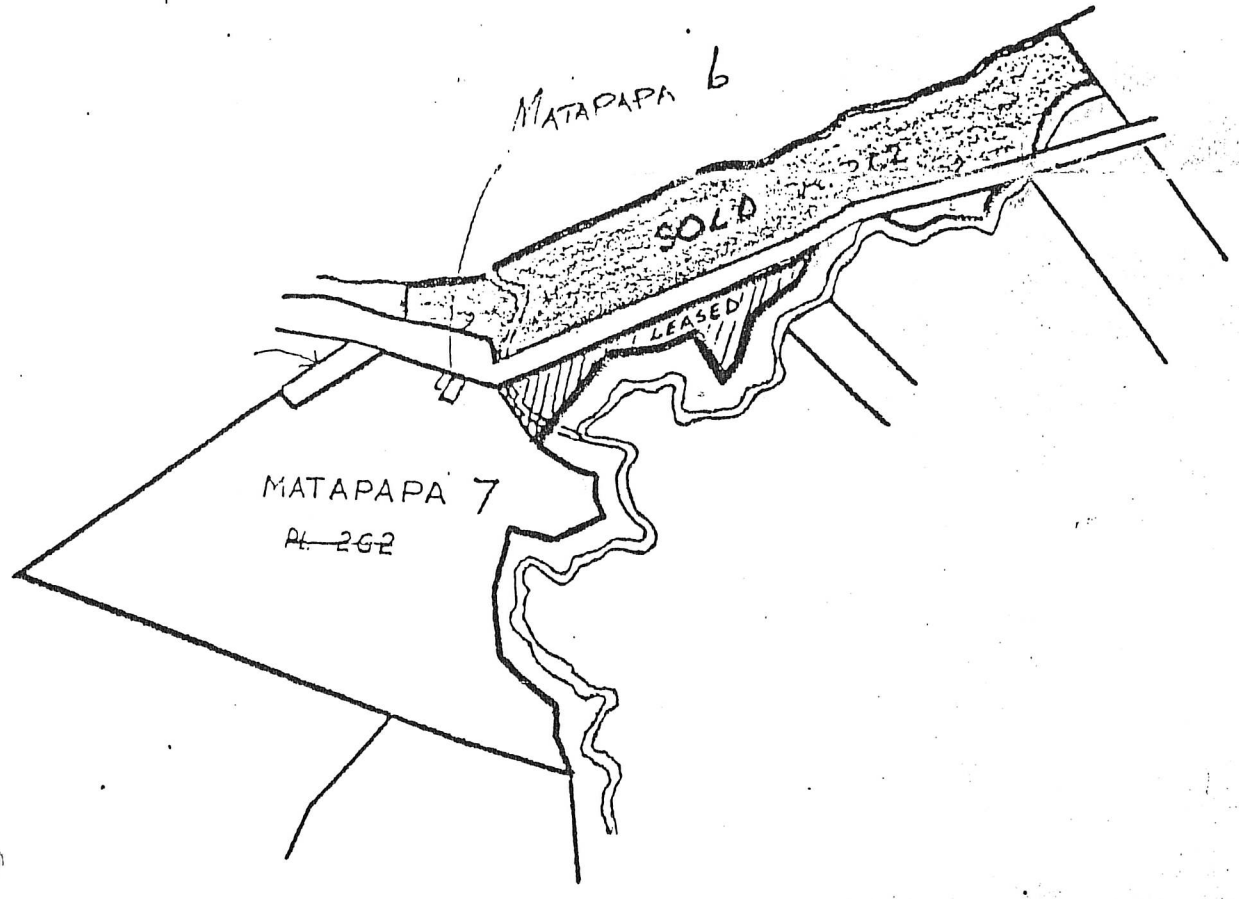
FIRST COLUMN			SECOND COLUMN
No.	Name	Sex and, if Minor, Age	Relative Interest
1	Agnes Tihori <i>EST 5570</i>	f	.07692
2	Bella Tihori	f	.07692
3	Joseph Puru <i>pg 2</i>	m	.05988
4	Kare Westrupp <i>To 14-29</i>	f	.07693
5	Marora Patarana	f	.07281
6	Mata Gwen Mareroa	f	.07692
7	Mereana Waitoa <i>search cis 8/5/86</i>	f	.07280
8	Sophie Hoki Miller	f	.07281
9	Tainui Kenbel	f	.07280
10	Tangi Mickie	f	.07280
11	Toi Waiteti	f	.07280
12	Turewa Puru	f	.07281
13	Whakahoe Pene	f	.07280
TOTAL SHARES:			.95000

DATA CAPTURED
BY: *[Signature]*
DATE: 9 / 10 / 86
CHECKED BY: *[Signature]*
DATE: 21 / 10 / 86

YOUR RECEIPT
Thank you
Call again

COPIES 02-09-91 12347

COPIES COPY 12.00
TAXABLE AMT 10.00
GST 10.00
SUBTOTAL 32.00
CASH 32.00
CHANGE 00.00



SCHEDULE OF OWNERSHIP ORDERS

TITLE: Particular order dated the 1st day of October 1991

BLOCK: Mataropapa 7 AREA: 22.6761 ha SHARES: 95000

(The orders themselves should be referred to for search purposes)

List No.	Owners	Sex and Age	Ratio	Shares in Block			To	
				Already Owned		Now Acquired Number		Total
				From	Number			
				DECEASED OR TRANSFEROR <u>Kate Westrupp</u> LIST NO. <u>4</u> SHARES <u>.07643</u> M.B. REF. <u>6 REG 243 221 RUT 75</u> ORDER Sec. <u>81 and 81A</u> DATE <u>6.9.90</u>				
14	Harry Westrupp	M	1/14		.00549	.00549		
15	Almaadi Base Westrupp	M	1/14		.00549	.00549		
16	John Hiera Westrupp	M	1/14		.00549	.00549		
17	Emerie Monty Westrupp	M	1/14		.00549	.00549		
18	Mary May	F	1/14		.00549	.00549		
19	William Babbington Westrupp	M	1/14		.00549	.00549		
20	Lucy Ruha Hawes	F	1/14		.00550	.00550		
21	Polly McGregor	F	1/14		.00550	.00550		
22	Maryann Grace	F	1/14		.00550	.00550		
23	Rangi Peter Westrupp	M	1/14		.00550	.00550		
24	Nora King	F	1/14		.00550	.00550		
25	William Babbington	M	1/14		.00550	.00550		
26	Robert Albert Westrupp	M	1/14		.00550	.00550		
27	Lynnette Beets	F	1/42		.00183	.00183		
28	Susan Olive Beets	F	1/42		.00183	.00183		
29	Jennifer Marie Beets	F	1/42		.00183	.00183		
<div style="border: 2px solid black; padding: 5px;"> <p>DECEASED OR TRANSFEROR <u>Joseph Puru</u></p> <p>PAGE No. <u>1</u> SHARES <u>.05988</u> M.B. REF. <u>64 Dec 25</u></p> <p>ORDER <u>440/53</u> DATE <u>7/2/90</u></p> <p>ENTERED BY <u>J.K</u> DATE <u>30.4.90</u> CHECKED BY _____</p> </div>								
30	Hine Te Maira Puru	F	Solely		.00460	.00460		
31	Joseph Puru				.05528	.05988		

ORDER APPOINTING ADVISORY TRUSTEES

The Maori Affairs Act 1953, section 438 (2A)

In the Maori Land Court
of New Zealand
Waiariki District

IN THE MATTER of the Maori freehold
land known as Matapapa 7

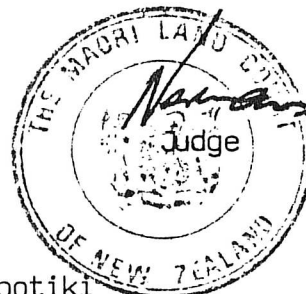
AT a sitting of the Court held at Opotiki on the 5th day of July 1984
before Norman Francis Smith, Esquire, Judge.

WHEREAS the Court has vested the Maori freehold land known as Matapapa 7
in the Maori Trustee pursuant to section 438 of the Maori Affairs Act
1953:

AND WHEREAS application has been made for the appointment of certain
advisory trustees:

NOW THEREFORE upon reading the said application AND UPON HEARING Mr W
Rika in support thereof and being satisfied on all matters upon which it
is required to be so satisfied THE COURT DOETH HEREBY ORDER pursuant to
section 438 (2A) of the said Act and with their consent that the persons
whose names are set out in the schedule hereto be and the same are hereby
appointed as Advisory Trustees in respect of the said trust.

AS witness the hand of the Judge and the Seal of the Court.



SCHEDULE (Advisory Trustees)

Mata Gwen Mareroa, Housewife, Box 93, Opotiki
Tainui Kenbel, Housewife, 163 Ford Street, Opotiki
Turewa Puru, Domestic, 51 Bridge Street, Opotiki
Whakahoe Pene, Housewife, 36 Stewart Street, Opotiki

NEW TRUST ORDER

The Maori Affairs Act 1953, Sections 438(5) and 438(3)(b)

In the Maori Land Court
of New Zealand
Waiariki District

IN THE MATTER of the Maori freehold
land known as Matapapa 7

AT a sitting of the Court held at Opotiki on the 10th day of September 1990 before Heta Kenneth Hingston, Esquire, Judge.

WHEREAS on the 5th day of July 1984 the Court did vest the Maori freehold land known as Matapapa 7 in Trustees pursuant to Section 438 of the Maori Affairs Act 1953 AND did declare the trusts upon which the said Trustees shall hold the said land:

AND WHEREAS an application has been made by The Maori Trustee to vary the terms of Trust:

NOW THEREFORE upon hearing all the evidence adduced and being satisfied on all things upon which it is required to be so satisfied THE COURT DOETH HEREBY VARY the terms of the said trust by making a new Trust Order under Section 438(5) of the said Act in substitution for the existing Trust Order to the effect that the Trustees shall now and henceforth until further or other Order of the Court hold the said land upon the trusts subscribed hereto:

AS witness the hand of the Judge and the Seal of the Court.



1 Title

This Trust shall apply to the Maori freehold land known as MATAPAPA 7

2 Objects

Except as hereinafter may be limited the objects of the Trust shall be to provide for the use management and alienation of the land to best advantage of the beneficial owners or the better habitation or use by beneficial owners, to ensure the retention of the land for the present Maori beneficial owners and their successors, to make provision for any special needs of the owners as a family group or groups, and to represent the beneficial owners on all matters relating to the land and to the use and enjoyment of the facilities associated therewith.

3 Powers

The Maori Trustee (hereinafter referred to as "the Trustee") is empowered:

a General

In furtherance of the objects of the Trust and except as hereinafter may be limited to do all or any of the things which they would be entitled to do if he were the absolute owner of the land PROVIDED HOWEVER that the Trustee shall not alienate the whole or any part of the fee simple by gift or sale other than by way of exchange on the basis of land for land value for value and then effected by Court Order or in settlement of a proposed acquisition pursuant to the Public Works Act or similar statutory authority.

b Specific

Without limiting the generality of the foregoing but by way of emphasis and clarification as well it is declared that the Trustee is empowered:

i To buy

To acquire any land or interest in land whether by way of lease purchase exchange or otherwise PROVIDED HOWEVER that no purchase or exchange shall be effected unless he is satisfied that the land so acquired can be vested in the appropriate beneficiaries as Maori freehold land AND to acquire and sell, hire, or otherwise deal in any vehicles, plant, chattels or equipment.

ii To subdivide

To subdivide the land in any manner permitted by law into such subdivisions or parts as may seem expedient to him.

iii To improve

To develop and improve the Trust lands and to erect thereon such buildings fences yards and other constructions or erections of whatsoever nature as may seem necessary or desirable.

iv To employ

To engage employ and dismiss managers secretaries servants agents workmen solicitors accountants consultants surveyors engineers valuers and other professional advisers required to carry out the powers of the Trustee and to fix their remuneration.

v To borrow

To borrow money for the purpose of the furtherance of any of the trusts or powers herein contained whether or not with security over all or any real or personal property of the Trust.

vi To set aside cash reserves

To accumulate income and to set aside such reserves as the Trustee in his discretion shall think fit for contingencies or for capital expenditure or to meet the cost of any investigation or in giving effect to any proposal as referred to in the immediately preceding subclause and so to retain in an accumulated profit account any portion of the profits which the Trustee thinks it prudent not to distribute to the beneficial owners, with power to use such funds to purchase Maori Trustee Conversion shares on behalf of all the owners.

vii To operate with others

To enter into arrangements or agreements or contracts in the name of the Trustee or jointly or in partnership with any other person or organization.

viii To lend

To lend or invest all or any of the money coming into his hands upon any securities in which Trust funds may be invested by the Trustee in accordance with the Trustee Act 1956 or in accordance with any other statutory authority or upon first or second mortgage or contributory mortgage or to lend money through any solicitor's nominee company.

ix To pay own costs

From the revenues derived from the operation of the Trust to pay all costs expenses and disbursements incurred by him including the costs of any person employed by him in the administration of the Trust or in the furtherance of any of the objects of the Trust.

To pay all reasonable legal and other costs of any beneficial owner or owners leading to the constitution of this Trust.

To pay all costs commissions charges and disbursements of the Trustee in the administration of the Trusts hereof and to reimburse the Advisory Trustees for all their out-of-pocket expenses actually and reasonably incurred in their attendance to the affairs of the Trust and to either pay them a reasonable travelling and accommodation allowance for attendance at meetings of the Trust or otherwise travel to attend to the business of the Trust or to reimburse them for expenses actually and reasonably incurred in attending thereat and to pay them such fees (if any) in respect of their services as may have been authorised at a general meeting of the beneficial owners.

x To promote title improvement projects

At his discretion to bring and prosecute in the Maori Land Court on behalf of the beneficial owners any applications for amalgamation of titles, aggregation of owners, the inclusion of any further lands in this Trust order, the exclusion of any lands from this Trust order, the variation of this Trust order to increase reduce or otherwise vary the powers hereby given to the Trustee or to bring any other application for orders within the jurisdiction of the Court that might facilitate the operation of the Trust.

xi To distribute

Subject to the Trustee being satisfied that proper provision has been made for reserves as referred to in clause 3 (b) (vi) hereof and subject to the provisions hereof requiring a separate apportionment and accounting in respect of each Block prior to any distribution to distribute to the beneficial owners in accordance with their shares the whole or such part of the net proceeds as a majority of the Advisory Trustees shall at their sole discretion from time to time determine.

xii To permit occupation and enjoyment by the owners

At his discretion to reserve in any lease or licence or otherwise provide for any one or more of the beneficial owners to personally occupy use or otherwise enjoy such defined part or parts of the land as the Trustee shall determine having regard to the comparative shareholdings and if any such right is reserved licensed or otherwise provided for but to one or some only of the beneficial owners then the Trustee will determine the extent to which participation in rentals and profits are to abate for the purposes of receiving the benefit of such reservations licences or provisions or otherwise be adjusted.

xiii To make other special provisions for beneficiaries

At his discretion to alienate by way of lease or licence to any beneficial owner or to any blood relative of a beneficial owner at a reduced rent or otherwise upon terms more favourable to the lessee than those obtainable on the open market PROVIDED THAT such proposal has first been approved by the resolution of a meeting of beneficial owners called by the Trustee.

xiv To lease

To lease the whole or any part or parts of the said land for such things as may be suitable for the land for successive terms upon such covenants and conditions as the Trustee shall think reasonable PROVIDED HOWEVER that there is full consultation with the majority of the Advisory Trustees in all matters arising from the above negotiations in that no instrument of alienation shall be executed by the Trustee unless first approved by the majority of Advisory Trustees and to accept surrenders of the leases thereof.

xv To take over existing leases

To assume all the rights duties powers and obligations heretofore held by the lessors under any lease having force or effect of any of the lands or of any part or parts thereof and to assume and to have all the rights duties powers and obligations that may have accrued to the former Trustees of any of the lands the trusts in respect of which have been cancelled on the making of this Trust order with power to enter into variations of any such lease and/or to negotiate and accept a surrender of any such lease whether in whole or in part and to obtain and enforce any judgment decision or ruling or to effect any settlement or compromise with regard thereto.

xvi To farm

To farm and develop the land themselves with power to appoint farm managers and other persons for that purpose, subject to a majority consent of Advisory Trustees.

xvii To represent owners

To prosecute from time to time in the appropriate tribunal such objection to zoning or proposed zoning such application for re-zoning of the said land, such application for specified departure from such zoning and such application for conditional use in any current zoning or otherwise howsoever the Trustee in his absolute discretion may determine, AND to represent the beneficial owners on any negotiations or questions of compensation for lands taken under the Public Works Act or other statutory authority with the Government or any local authority.

xviii To make General Welfare payments

By direction of majority consent of the Advisory Trustees and in such manner as they shall determine to apply funds for the maintenance support and development of communal facilities upon or near the land (including Pa and Marae) or communal scheme (including Marae enterprises and cottage industries) or for general welfare matters (including assistance with tangi and tribal hui) where in their opinion such facilities schemes or matters have some direct or indirect connection or association with the beneficial owners or any group thereof.

xviii To consent to the Erection of Dwellings

To consent to the erection of dwellings on the said land by those beneficial owners who have been granted a right to occupy by the Trustee without partition of their interest and to enter into and execute such deed or deeds as required by the Housing Corporation or the Board of Maori Affairs for the repayment of loans granted by such body to anyone or more of the beneficial owners for the erection of dwellings on the said land subject to the rights of the Housing Corporation or the Board of Maori Affairs as the lenders to remove dwellings erected on the said land and to do all such things and exercise all such powers for the purpose set out above as if the Trustees owned the said land absolutely.

4 Obligations and Restrictions

Notwithstanding anything to the contrary hereinbefore or hereinafter contained or implied

a To lease

The Trustee shall not enter into any contract to lease the whole or any part of the lands without prior consultation with the Advisory Trustees and with the concurrence of a majority of them.

b To clear charges

The Trustee shall use his best endeavours to clear any outstanding Title charges upon the said lands to pay any outstanding and legally recoverable rates, taxes and other assessments.

c To protect Wahi Tapu

The Trustee shall safeguard to the best of his ability any graves of Maori people and all historic or sacred places in or upon the lands for the time being vested in him.

d Meetings of Advisory Trustees

The Trustee shall call meetings of the Advisory Trustees from time to time but at least once every 5 years and whenever requested so to do by the Advisory Trustees.

e General meetings

i The Trustee shall call general meetings of the beneficial owners from time to time and at least once every 5 years and a general meeting shall be called by the Trustee upon service of a notice of a requisition in writing signed by not less than 5 beneficial owners stating the purpose for which the meeting is required.

ii At general meetings of the beneficial owners and where a vote has become necessary or desirable the matter shall be determined by a show of hands unless a poll is called for by any person in which event the matter shall be determined by owners voting in accordance with their shares.

iii No general meeting shall be deemed to be constituted unless at least 5 beneficial owners are present in person throughout the meeting.

iv Proxies

Any beneficial owner may attend and vote at any meeting of beneficial owners either personally or by proxy appointed to him in writing. A proxy shall be appointed by an instrument of like effect as that for a meeting of owners under Part XXIII of the Maori Affairs Act 1953.

v At each such general meeting the Trustee shall produce reports and accounts for each year in respect of which he has not earlier presented reports and accounts to a general meeting.

f Reports and Accounts

i The Trustee shall keep proper and separate accounts for each of the Titles the subject of the Trust or such substituted Titles and shall present the accounts to the owners at any general meeting except that the Trustee shall be required to furnish to the Advisory Trustees each year a copy of the annual statement of account for the period ending 31 March of each year.



Whakahaere Pene
Whakahaere Pene

BENEFICIARY ACCOUNT

59595 **19**

Name: WHAKAHOE TUHIPURU PENE A/c. No. 59595
 Also known as: _____ Trustee: _____
 Address: 36 Stewart St., Minority expires: _____ Sex: Atk
Opotiki 27/3/80 References: _____
 Checked by: (b)

Date	Ref./Particulars	Check Figure	Debit	Credit	BALANCE
AUG 20 79 R.	MATAPAPA 201	505.95T		90.00	90.00 CR
OCT 31 79 R.	MATAPAPA 201	483.95T		22.00	112.00 CR
MAR 27 80	V.8092	595.95T	112.00		.00 *
31 MAR 1980					
FEB 8 80 R.	MATAPAPA 201	565.95T		30.00	30.00 CR
SEP 30 80 R.	MATAPAPA 201	535.95T		30.00	60.00 CR
JAN 81 R.	MATAPAPA 202.	500.49T		35.46	95.46 CR
JAN 15 81 V.	.5323	505.95T	5.46 }		90.00 CR
JAN 15 81 ADJ V.	.5323	595.95T	90.00 }		.00 *
31 MAR 1981					
APR 29 81 R.	MATAPAPA 201.	565.95T		30.00	30.00 CR
MAY 15 81 V.	.1119	595.95T	30.00		.00 *

A/C 8 59595 WHAKAHOE TUHIPURU PENE
 CODE 90 36 STEWART ST/OPOTIKI

PENE
 FEMALE

DATE	REFN PARTICULARS	POSTING	BALANCE
X16.06.82	2 MATAPAPA 201 BAL B/FWD	30.00CR	30.00CR
16.06.82	2 MATAPAPA 202 PT RENT	71.71CR	101.71CR
13.8.82	1595-5 C	101.71DR	.00DR
X17.02.83	4319-5 PYMT	71.71OR	71.71OR
28.02.83	12 MATAPAPA 201 RENT-31/8/82	30.00CR	41.71OR
28.02.83	41 MATAPAPA 201 R-28.2.83	30.00CR	11.71OR
28.05.83	70 MATAPAPA 7 =R-31.8.83	37.74CR	26.03CR
21.06.83	292-2 R MATAPAPA 7.	75.48CR	101.51CR
1.09.83	2531-5 CHEQUE 28047	101.51DR	0.00DR
16.09.83	95 MATAPAPA 7 (202) R-29.2.84	37.74CR	37.74CR
X31.10.83	3418-5 CHEQUE 30242	37.74DR	0.00DR
13.02.84	118 MATAPAPA 201 R= 28 2 84	35.00CR	35.00CR
16.03.84	144 MATAPAPA 2 R= 21 2 84	37.74CR	72.74CR
16.03.84	5406-5 CHEQUE	72.74DR	0.00DR
16.07.84	1657-5 CHQ	72.74DR	72.74DR

13/7 V 1657 572-76

Remarks:
 M.A. 241

15/90