



OUR REF 12/3/31

YOUR REF

OFFICE OF THE MĀORI TRUSTEE

NGAI WAI E RUA BUILDING
CNR LOWE STREET & READS QUAY
TELEPHONE (06) 868 9035
PO BOX 140, GISBORNE
FACSIMILE (06) 867 9500
(06) 868-0207

21 June 1995

Tarati Carrington
53 King St
OPOTIKI

Tēna Koe

Whakapaupakihi 2 & 5

I refer to your letter dated 24 February 1995 and sincerely apologise for the error in not replying to you at that time. Unfortunately, your correspondence was overlooked without being actioned. I have endeavoured to answer your queries as follows:

Whakapaupakihi 2

This block was vested in the Maori Trustee on 27 November 1962 under Section 438 of the Maori Affairs Act 1953. As advised to you in previous correspondence, (copy of our letter enclosed) there is a current Grazing Tenancy on the above block in favour of the Proprietors of Mangatu Incorporation, copy enclosed. The Tenancy is dated 27 August 1990 however, it was backdated to commence from 1 April 1987, the annual rental being \$8,800.00 per annum.

For your information the Maori Trustee intends to call a full Meeting of Owners for Whakapaupakihi 2 and intends to have available for presentation to the owners a proposal for future utilisation of the block. All possible options will be made available for consideration, however, it will be up to the owners to decide the direction in which they would like to go,

I am awaiting on my Head Office to set a date for the meeting, and will advise you immediately.

You have indicated in your correspondence that you and other owners are willing to form your own Trust over Whakapaupakihi Blocks 2 & 5. The Maori Trustee as Trustee for Whakapaupakihi 2 has no objections to our Trust being terminated through the Maori Land Court, however, our Administration services are available to the Owners if you so wish. When sending out notices to call a meeting for Whakapaupakihi 2, the Maori Trustee will place this matter on the Agenda for consideration by the owners.

You are correct in saying that under a grazing tenancy agreement, Mangatu Inc. are not bound by terms usually expressed in a lease agreement, however, a recent inspection of the land completed by Valuation New Zealand on 20 April 1995 revealed that the block is well farmed with good subdivision and fences are in good order. Pastures are topdressed and of average to good quality, however, rushes tend to detract. Enclosed for your information is a copy of the lease inspection report.

Please note that the house you refer to in your letter is situated on Whakapaupakihi Block 5, not Block 2.

Whakapaupakihi 5

Is currently leased under Part XXIII of the Maori Affairs Act 1953 to the Proprietors of Mangatu Incorporation for a term of 21 years from 31 July 1984. The rental being \$9,262.50 per annum. The lease is due to expire on 30 July 2005.

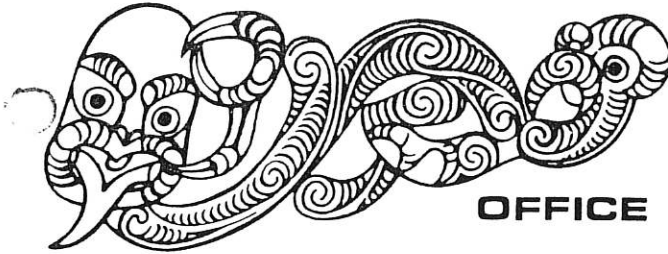
Should Mangatu wish to seek a New lease term, then they would need to make application to the Maori Land Court, Gisborne and enquire as to the procedure required by the Court.

Please note that the Maori Trustee is not Trustee over this land. The Maori Trustee acts as Agent only under the existing lease. For the owners to form a Trust over Whakapaupakihi 5, I would suggest that you contact the Maori Land Court, Gisborne for directions.

I hope that the above information is satisfactory, however, should you have any queries with regard to the above, please do not hesitate to contact the writer.

Yours faithfully,

C Brown (Mrs)
for MAORI TRUSTEE



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OUR REF
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12/3/31

OFFICE OF THE MAORI TRUSTEE

Tarati Carrington
53 King St
OPOTIKI

GOVERNMENT BUILDINGS
CNR LOWE STREET & READS QUAY
TELEPHONE (06) 868 9035
PO BOX 140, GISBORNE
TELEGRAMS: MAORIFAIRS
FACSIMILE (06) 867 9506

Kia Ora

Re: Whakapaupakihi 2

You may be aware that Mr PW Patrick instituted proceedings on a representative basis against the Maori Trustee regarding the administration of Whakapaupakihi 2 block.

A resolution of owners passed at a meeting held at the Omarumutu Marae on 21 June 1992 approved payment of all costs of litigation from the funds held in the name of the block.

To date, funds are currently being held by the Maori Trustee pending the outcome of litigation. As an owner in the land, you would need to contact either Mr Patrick direct or the solicitors acting on behalf of the owners re: the progress of litigation action.

Mr PW Patrick 29 Robinson Ave, Holdens Bay, Rotorua
Mr A J Hall Burnard Bull & Co, PO Box 946, Gisborne


There is a current Grazing Tenancy on the block in favour of the Proprietors of Mangatu Incorporation. The Grazing Tenancy commenced on 27 August 1990 and is terminable upon giving six month's notice in writing by either party. The rental being paid is \$8800.00 per annum.

Whakapaupakihi 5

Is currently leased under Part XXIII of the Maori Affairs Act 1953 to the proprietors of Mangatu Incorporation for a term of 21 years from 31 July 1984. The rental being \$9262.50 per annum.

Should you have any further queries please do not hesitate to contact the writer.

Yours faithfully


Casey Brown (Mrs)
for MAORI TRUSTEE

GRAZING TENANCY

MEMORANDUM OF AGREEMENT made this 27TH day of August.
y. 19~~87~~⁹⁰ between the MAORI TRUSTEE acting pursuant to certain Orders of the Maori Land Court (hereinafter called "the lessor") of the one part and PROPRIETORS OF MANGATU BLOCKS (hereinafter called "the lessee") of the other part:

WHEREBY:

1. The lessor agrees to let and the lessee agrees to take all that piece of land described in the Schedule hereto for the period commencing on the 1st day of April 1987 at a rental of \$8800.00 per annum payable as hereinafter provided PROVIDED HOWEVER that this Agreement shall be determinable upon the giving of six months notice in writing by either party to the other.
2. The lessee agrees with the lessor as follows:-
 - (a) To pay the rent together with the Maori Trustee's Commission of 7.5% plus GST in advance by six monthly payments to the Maori Trustee at the Iwi Transition Agency, Gisborne, such payments being due and payable on the 1st day of the months of April and October.
 - (b) Not to assign or sublet the land without the consent in writing of the lessor first had and obtained.
 - (c) Not at any time to do or suffer any act or omission upon or about the land which shall be a disturbance nuisance or annoyance to the lessor or occupier or owners of adjoining land.
 - (d) To use farm cultivate and manage the land in good and husbandlike manner and not to impoverish or waste the soil thereof.
 - (e) That the lessee will at all times during the continuance of the said term repair and keep and maintain in good and substantial repair fences gates hedges culverts dams drains crossings.

- (f) That the lessee will at all times during the continuance of the said term keep clean all ditches drains and water courses on the said land.
- (g) That the lessee will not keep pigs on the said land other than in accordance with the by-laws in force relating to the keeping of pigs in the Waikohu County from time to time.
- (h) That if the lessee severs from the said land any timber trees whether related to the erection of fences or not he shall be liable to the lessor for damages in respect of the timber trees so severed from the land.
- (i) That the lessee will not call upon or compel the lessor to contribute to the cost of erecting repairing and maintaining any boundary fence which may now or hereafter be erected between the land demised and any land adjacent thereto in which the lessor may have any estate or interest either in his own right or as agent or trustee for any owner. Provided that this covenant shall not enure for the benefit of any purchaser or lessee from the lessor of such adjacent land so as to deprive the lessee of any rights he would have (but for this covenant) against the occupier (other than the lessor) of any adjoining land.
- (j) To pay all rates and other charges in respect of the land promptly as and when the same shall become due and payable.
- (k) To pay stamp duty and all lessors costs involved in the preparation of this Agreement.

AND IT IS MUTUALLY AGREED as follows:-

- (i) If the rent is in arrears for the space of fourteen days the lessor may recover it by distress.

(ii) If the rent is in arrears for the space of one calendar month whether demanded or not or if the lessee makes breach or non-observance in any of the other provisions of this lease the lessor may forthwith re-enter upon the land and determine this Agreement but without prejudice to any claim for rent due or accruing due or damages for antecedent breach of the provisions hereof.

SCHEDULE

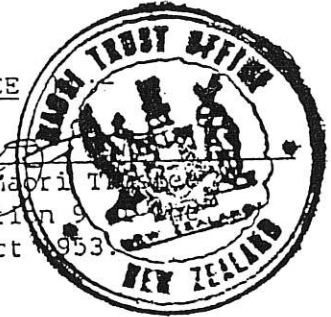
All that piece of land containing 794.1635 hectares more or less situate in Block II Motu Survey District and known as Whakapaupakihi 2.

IN WITNESS whereof these presents have been executed on the date hereinbefore mentioned.

SIGNED by the MAORI TRUSTEE)
as Lessor by:- JOSEPH TE OTI)
AAKA PAENGA JOHN CHARLES KENDER)
Acting for the Maori Trustee)
pursuant to Section 9 of the)
Maori Trustee Act 1953 and)
sealed with the Maori)
Trustee's Seal of Office in)
the presence of:-)

THE MAORI TRUSTEE

Acting for the Maori Trustee
pursuant to Section 9
Maori Trustee Act 1953



Witness: *[Signature]*

Occupation: *Public Servant*

Address: *Gyabona*

.....

SIGNED by the abovenamed)
)
as Lessee in the presence)
of:-)

Witness:

Occupation:

Address:

.....

The Common Seal of

THE PROPRIETORS OF MANGATU BLOCKS)
as Lessee is by authority of the)
Board of Directors thereof :::))
hereunto affixed in the presence:)
of:-)

[Handwritten signature]
M. H. Brown
47 Raffles



Director

Secretary

[Handwritten signature]
[Handwritten signature]
A. Avaranga
A. B. ...

(Complete immediately after inspection)
(Sketch plan of property to be attached)

Routine + Recommended Rental ^{Final} required.

1. Lessee - Name: Props. Mangatu Inc. Address: Box 420, Gisborne

Phone No. Exch Point of Contact: Motu.

Lease Area(s) - Legal Description: Whakapaupakihi 2 BIK 11 Motu SD.

Tenure: Grazing Tenancy Years from 1/4/87
terminable upon 6 months notice in writing ← Expiry Date: ~~1/4/87~~
Right of renewal: N/A Years: Nil Area: 791.1635 ha.

Compensation provisions: N/A Rental: \$ 8,800 pa.

NOTE: Clause - show Lease document
clause number that has been breached

MAINTENANCE OF PROPERTY

	Breaches	Remedy Requirements	Time to Remedy	Cost to Remedy
BUILDINGS:				
1. Clause:	Nil			
2. Clause:				
3. Clause:				
4. Clause:				
5. Insurance - Clause:				
FENCES:	Generally in good order, well maintained & approx 1200m new fencing this year (see plan) (around steepish hill)			
1. Clause:	However some electric fencing needs repairs (see plan) 12mths			\$100
2. Clause:				
3. Clause:				
4. Clause:				
5. Clause:				

	<u>Breaches</u>	<u>Remedy Requirements</u>	<u>Time to Remedy</u>	<u>Cost to Remedy</u>
HEDGES: <i>VA.</i>				
1. Clause:				
2. Clause:				
DRAINS/PONDS ETC: <i>Considerable open drains dug over past year</i>			-	-
1. Clause:				
2. Clause:				
3. Clause:				
YARDS/GATES/CULVERTS ETC <i>Generally good.</i>				
1. Clause:				
2. Clause:				
3. Clause:				
NOXIOUS WEEDS/SCRUB ETC: <i>None sighted</i>				
1. Clause:				
2. Clause:				
3. Clause:				
PASTURE MAINTENANCE: <i>Generally good (for this locality)</i>				
1. Clause:				
2. Clause:				
3. Clause:				
4. Clause:				

FERTILISER APPLICATION: Pastures appear to be regularly topdressed. -

1. Clause:

2. Clause:

3. Clause:

WATER SUPPLY AND RETENTION: Natural water supply.

1. Clause:

2. Clause:

SPECIAL COVENANTS: Nil

1. Clause:

2. Clause:

3. Clause:

IMPROVEMENTS MADE SINCE LAST INSPECTION:

New fencing, approx 1200m.

GENERAL OBSERVATIONS AND SUNDRY:

Too small to be economic on its own & farmed in conjunction with other land. Well farmed with good subdivision & fences in good order. Pastures are topdressed & of average to good quality however rushes tend to detract.

Time of arrival 9am

Next Inspection:

Time of Departure: 1pm

Position Sheet noted:

Travelling Time: 1 hour 1/2 hr

Review Register noted:

Total Time involved: 5 hours

Fee Fixed:

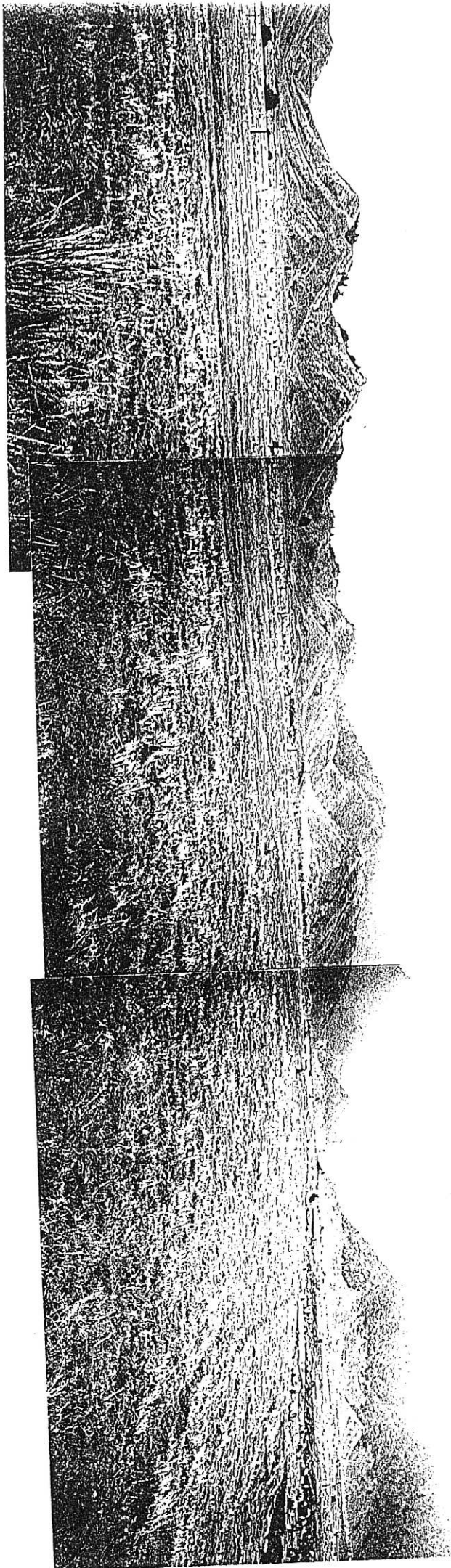
Distance Travelled: 1 hour 60km

Fee Register noted:

Signed/Date: E. Donald
Lease Inspector
20. 4. 95

Signed:
Property Officer

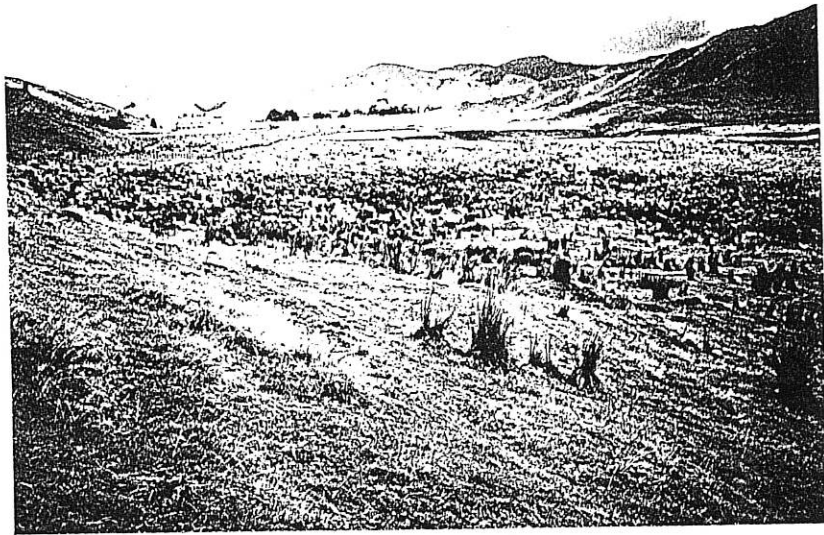
WIKIOMAPAKIWI 2



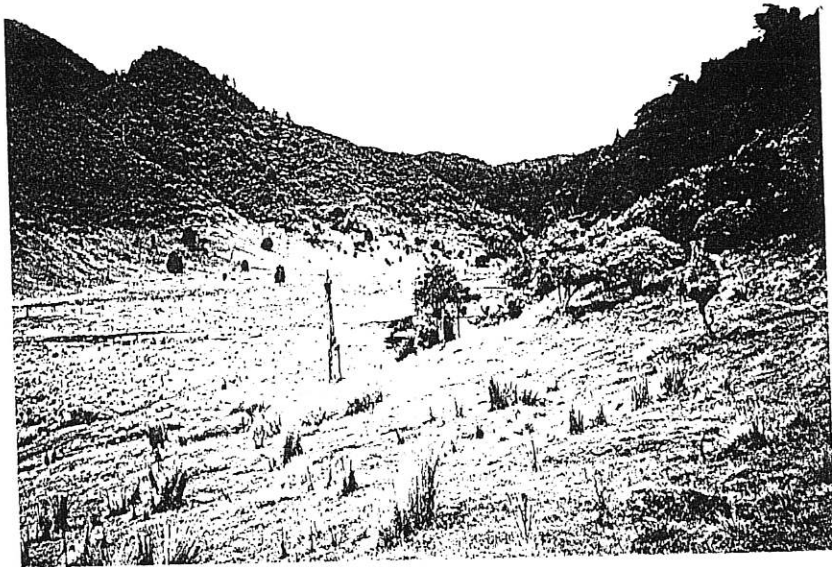
VIEW FROM WEST END OF ROAD LOOKING SOUTHWEST

ES 4/95

PAKCHI 2

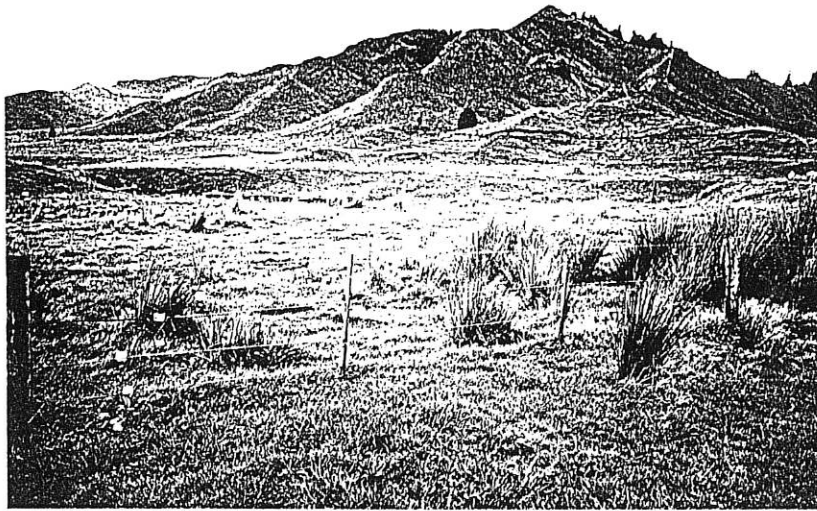


LOOKING DOWN VALLEY IN SOUTHWEST OF BLOCK TOWARDS BUILDINGS

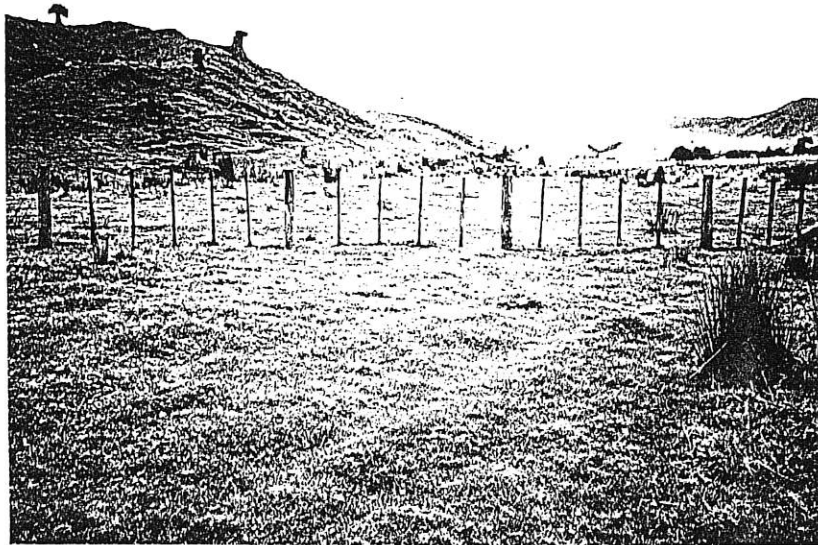


LOOKING INTO HEAD OF VALLEY IN SOUTHWEST OF BLOCK

EGG 4/95



LOOKING SOUTH TO MED STEEP HILL IN CENTRE OF BLOCK
NOTE 4 WIDE ELECT FENCE IN FOREGROUND



TYPICAL PERMANENT FENCE IN V G ORDER