View Instrument Details

Instrument No	11134110.1
Status	Registered
Date & Time Lodged	05 June 2018 15:23
Lodged By	Hurley, Donna-Marie
Instrument Type	Application to Bring Land under the Land Transfer Act 1952

Affected Computer Registers	**Land District**
840486	South Auckland

Annexure Schedule Contains 150 Pages.

Signature

Signed by Duncan James Simpson Laing as Applicant Representative on 29/07/2019 11:05 AM

***** End of Report *****

Statutory Declaration in Support of Application to Bring Land under the Land Transfer Act 1952 and in Support of Application for Computer Register for Land on Grounds of Possession

I, **BRUCE CRAIG**, of Greytown, do solemnly and sincerely declare that:

1. I am a person who has had a long association over a period of 29 years with the district in which the land referred to in the attached Application and Declaration from South Wairarapa District Council (**Council**) is located.

2. From 1989 to 1998, I was employed by the South Wairarapa District Council as Council Committee Secretary and Council Property Manager. Over that period of nine years, I dealt with the land referred to in the attached Application and Declaration, including arranging grazing leases for it.

3. Since 1974 and 1982, the land now contained in computer freehold registers 774470, WN336/246, 589504, and WN336/240 (**Council Land**) has been owned by the Council.

4. The Council Land adjoins the land described as Lot 4 LT Plan 527754 (known as Bidwell Street) and Lot 5 LT Plan 527754 (known as Balfour Street) (**Relevant Land**).

5. To the best of my knowledge and belief, the Council has been in continuous adverse possession of the Relevant Land personally during my association with the district. Occupation of the Relevant Land was always continuous, exclusive, open, actual and undisputed while the Council was in possession of the Council Land. The Relevant Land was always considered to be part of the wider land owned by the Council.

6. I have read the attached Application and Declaration from Council and confirm that to the best of my knowledge and belief the matters set out in the Application and Declaration are correct and accord with my own observations.

7. I am not an employee or agent of the Council. I further declare that I have no vested interest in the outcome of the application by Council to become registered proprietor of the Relevant Land.

8. I make this statutory declaration in my personal capacity and as a disinterested person.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957.

Declared at Paraparaumu this 9th May)
2019 before me:)
Joan Mattingley, JP)
#6264
PARAPARAUMU
Justice of the Peace for New Zealand

~~Solicitor of the High Court of New Zealand~~
(or other person authorised to take a statutory declaration)

Statutory Declaration in Support of Application to Bring Land under the Land Transfer Act 1952 and in Support of Application for Computer Register for Land on Grounds of Possession

I, **DAVID JAMES TAYLOR**, of Greytown, do solemnly and sincerely declare that:

1. I am a person who has had a long association over a period of 49 years with the area in which the land referred to in the Application and Declaration from South Wairarapa District Council (**Council**) is located.

2. During a period of 6 years from 1 November 2003 to approximately 2009, I was the Lessee of the land now contained in computer freehold registers 774470, WN336/246, 589504, and WN336/240 (**Council Land**) owned by the Council, as assignee of a lease originally granted to John Welsh. A copy of the Lease between John Welsh (as original Lessee) and the Council, dated 1 April 1992 and a letter from the Council to Mr Welsh dated 14 November 2003 confirming the assignment to me are annexed to this declaration and marked with the letter "A" (**Lease**).

3. The Council Land adjoins the land described as Lot 4 LT Plan 527754 (known as Bidwell Street) and Lot 5 LT Plan 527754 (known as Balfour Street) (**Relevant Land**).

4. During the term of the Lease (from 1 November 2003), I had exclusive possession of the Council Land. The areas known as "Bidwell Street" and "Balfour Street" and now described as Lots 4 and 5 LT Plan 527754 were considered to be an integrated part of the Council Land and were occupied and used by me.

5. During the term of the Lease, the Council Land was fenced with post and wire fences in approximately the same location and position as existing fencing. The Council Land was used by me to graze cattle. As part of my lease obligations, I cleaned all drains, ditches and watercourses on the Council Land and kept it clear of noxious weeds and vermin and applied fertiliser.

6. Throughout the term of the Lease, I paid a rental to the Council and I considered the Council to be the owner of Lots 4 and 5 LT Plan 527754.

7. Since the Lease has expired, I have continued to reside in Greytown and have remained familiar with the Council Land.

8. To the best of my knowledge and belief, the Council has been in continuous adverse possession of the Relevant Land personally since at least November 2003. Occupation of the Relevant Land was always continuous, exclusive, open, actual and undisputed while the Council was in possession of the Council Land. The Relevant Land was always considered to be part of the Council Land.

9. I have read the attached Application and Declaration from Council and confirm that to the best of my knowledge and belief, the matters set out in the Application and Declaration are correct and accord with my own observations.

10. I am not an employee or agent of the Council. I further declare that I have no vested interest in the outcome of the application by Council to become registered proprietor of the Relevant Land.

11. I make this statutory declaration in my personal capacity and as a disinterested person.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957.

Declared at Greytown this 6th May 2019 before me:))) D J Taylor

~~Solicitor of the High Court of New Zealand~~
(or other person authorised to take a statutory declaration)

David Kent Hayden, JP
#3185
GREYTOWN
Justice of the Peace for New Zealand

"A"

wp.stella bull

THIS DEED made this first day of April 1992

BETWEEN THE SOUTH WAIRARAPA DISTRICT COUNCIL (hereinafter called "the lessor") of the first part and John Welsh of Kahutara Road, Featherston (hereinafter called "the Lessee") of the second part **WITNESSES THAT**

IN CONSIDERATION of the rent herein reserved and the covenants, conditions, agreements and restrictions on the part of the Lessee herein contained and implied, the Lessor **DOES HEREBY DEMISE AND LEASE** to the Lessee and the Lessee **DOES ACCEPT ON LEASE** all that the land described in the Schedule hereto (hereinafter called "the said land") **TO HOLD** the same unto the Lessee for a term of five years from the first day of April 1992 and terminating on the 31st day of March 1997 at an annual rental of $2050.00 Plus GST payable by half-yearly payments of $1025 plus GST each in advance on the first day of April and October in each year during the term of this lease, the first of such instalments to become due and payable on the 1st day of April 1992.

AND IT IS HEREBY COVENANTED by and between the Lessor and the Lessee as follows:

1. THAT the Lessee will duly and punctually pay to the Lessor by bank order or as the lessor may direct all rent herein reserved on the days and in the manner mentioned free and clear of all deductions.

2. THAT the Lessee will not assign, sublet or part with possession of the said land or any part thereof without first obtaining the written consent of the Lessor PROVIDED THAT such consent shall not be arbitrarily or unreasonably withheld in the case of an assignment or subletting to a respectable, financial and responsible proposed assignee or sub-tenant who will contemporaneously enter into a Deed of Covenant with the Lessor whereby the proposed assignee or sub-tenant shall covenant to perform, observe and keep all the covenants, provisions, conditions and agreements herein contained or implied on the part of the Lessee and if the proposed assignee or sub-tenant be a corporation, the Lessor may at the option of the Lessor require any such Deed of Covenant to extend to and include the shareholders and/or the directors or principal officers of such corporation, any Deed of Covenant to be prepared and stamped by the Solicitors for the Lessor at the expense of the Lessee.

3. THAT the Lessee will during the term hereof pay, satisfy and discharge all rates, taxes and assessments from time to time levied or imposed upon or payable in respect of the said land

David Kent Hayden, JP
#3185
GREYTOWN
Justice of the Peace for New Zealand

ANNEXURE
This is the annexure marked "A" referred to in the annexed statutory declaration of David James Taylor declared at Greytown on 6 May 2019 before me:

Signature: .....
~~Solicitor of the High Court of New Zealand~~
(or other person authorised to take a statutory declaration)

4. THE Lessee will during the said term manage all parts of the said land in a proper and husbandlike manner.

5. THE Lessee will at all times during the continuance of the said term hereby created repair amend and renew and keep in good clean serviceable substantial and tenantable repair order and condition all internal and external fences gates bridges and other erections or improvements (buildings always excepted) and all parts thereof now or hereafter during the said term situated or erected upon or about the said land and will at the expiration or sooner determination of the said term quietly yield up to the Lessor the said land and the said parts thereof in the like good clean serviceable substantial and tenantable repair order and condition as they are at the commencement.

6. THE Lessee shall not without the consent in writing of the Lessor cut or fell or destroy any indigenous trees or native green timber.

7. THE Lessee shall not interfere with any of the works of the Wairarapa Catchment Board and shall co-operate with the Board as necessary for protection of the land against damage by flood or erosion.

8. THE Lessee will at least once in every year of the said term clean and open all drains ditches and water courses on the said land and will keep the same clean and unobstructed at all times during the continuance of the said term.

9. THE Lessee shall and will at all times and from time to time during the said term clear and keep clear the said lands of all noxious weeds and vermin and will in particular comply in respect of the said lands with the provisions of the Noxious Plants Act 1973, the Agricultural Pests Destruction Act 1967, the Plants Act 1970 and all amendments thereto and all other Acts and Regulations pertaining to farming.

10. THAT the Lessor's legal costs of and incidental to the preparation, completion and stamping of this Deed of Lease shall be paid by the Lessee together with any costs and expenses that may be incurred by the Lessor as a result of any breach of covenant or incidental to the preparation and service of any notice under the term of this lease.

11. THAT the Lessee shall permit the Lessor and/or his agents with or without other persons at all reasonable times during the term hereof to enter the said land and examine the state and condition thereof and the lessee will within one (1) calendar month of the Lessor or its agent giving written notice to the Lessee repair and make good all defects and wants of reparation described in the said notice.

12. THAT the Lessee shall permit the Lessor and/or his agents with or without workman and materials and appliances to enter the said land for the purpose of preparing for executing and carrying out such alterations, repairs or maintenance as the Lessor may consider necessary or advisable. Any alterations, repairs or maintenance carried out by or on behalf of the lessor in terms of this clause shall be carried out so as to cause as little interference with the occupation and use of the said land as is reasonably practicable.

13. THAT the Lessee paying the rent hereby reserved and performing and observing all and singular the covenants and conditions of the Lessee herein contained and implied shall quietly hold and enjoy the said land throughout the term hereof without any interruption by the Lessor or any person claiming under the Lessor.

14. THAT the Lessee shall ensure that his stock at no time has access to the plantation strips surrounding the said land as coloured yellow on the plan attached to the schedule hereto.

15. THAT the Lessor may from time to time agree to allow the Lessee to graze the stock route as is marked green on the plan attached to the schedule hereto but in such a manner as to allow access at all times to farmers moving stock through the stock route.

16. THAT the Lessee shall, upon receiving three months notice in writing from the Lessor, relinquish his rights under this lease to the land bordered blue on the plan attached to the schedule hereto and there shall be no reduction in rental on such relinquishment.

17. THAT all differences and disputes which shall arise between the parties hereto concerning the land or any act or thing to be done or suffered or omitted to be done in pursuance hereof or concerning the construction of this Lease shall be referred to the arbitration of two arbitrators one to be appointed by each party or the arbitration of the umpire appointed by such arbitrators should they be unable to agree and in every event any such determination shall be in accordance with the Arbitration Act 1908 or any amendment thereto or re-enactment thereof for the time being in force

18. THAT there shall be vested in the Lessor an immediate power of distress in case default shall be made and shall continue to be made for seven (7) days in payment of the rent hereby reserved or any part thereof.

19. THAT if the rent hereby reserved or any part thereof is unpaid and in arrears for the space of fourteen (14) days after any of the days whereon the same shall become due and payable (whether formally demanded or not) or if any covenant on the Lessee's part herein contained or implied shall not be observed performed or kept or if the Lessee shall become bankrupt or in the case of a company go into liquidation or if the Lessee fail in carrying out any covenant condition or provision on the part of the Lessee herein expressed or implied it shall be lawful for the Lessor at any time thereafter without notice or suit to perform any such covenant condition or provision on behalf of the Lessee and if necessary for so doing re-enter the said land or any part thereof in the name of the whole and all moneys paid and expenses incurred in so doing and all costs incurred by the lessor in connection therewith shall be forthwith repaid to the lessor by the lessee together with interest thereon at the rate of 18 per centum per annum which may be recoverable by distress under the Distress and Replevin Act 1908 or otherwise and thereupon at the discretion of the lessor the term hereof shall absolutely cease and determine but without prejudice to the rights of either party hereto in respect of any breach of the covenants, conditions or terms herein contained or implied.

20. THAT the lessee shall not be entitled to registration of this Lease or any Lease in renewal hereof and the Lessee shall not Caveat the lessor's title to the said land.

21. THAT any notice required to be served by this lease shall be served in accordance with Section 152 of the Property Law Act 1952.

22. THAT such of the provisions of the Property law Act 1952 or any amendments thereof as are inconsistent with or contradictory to these presents shall be negatived or modified to the extent of such inconsistency

23. THAT all references to "the Lessor" and "the Lessee" shall where not inconsistent with the context extend to and include in the cases of persons their executors, administrators and permitted assigns and in the case of bodies corporate their successors and permitted assigns and where there are more than one Lessor or Lessee all covenants and agreements contained or implied in this Deed of Lease to be performed or observed shall bind the Lessors and Lessees both jointly and severally and the singular when used in this Deed of Lease shall include the plural and vice versa and the masculine shall include the feminine and vice versa.

24. THE Lessor and Lessee agree that if this Lease is subject to the provisions of the Land Settlement Promotion and Land Acquisition Act 1952 they will make the appropriate application and declarations.

IN WITNESS WHEREOF this deed has been executed the day and year first hereinbefore written.

SCHEDULE

ALL THAT parcel of land containing 7.4524 hectares being lots 1 to 5 on Deposited Plan 17741 as is shown marked red in the diagram attached hereto.

THE COMMON SEAL of
THE SOUTH WAIRARAPA DISTRICT COUNCIL
as Lessor was hereunto affixed in
the presence of :-

Mayor

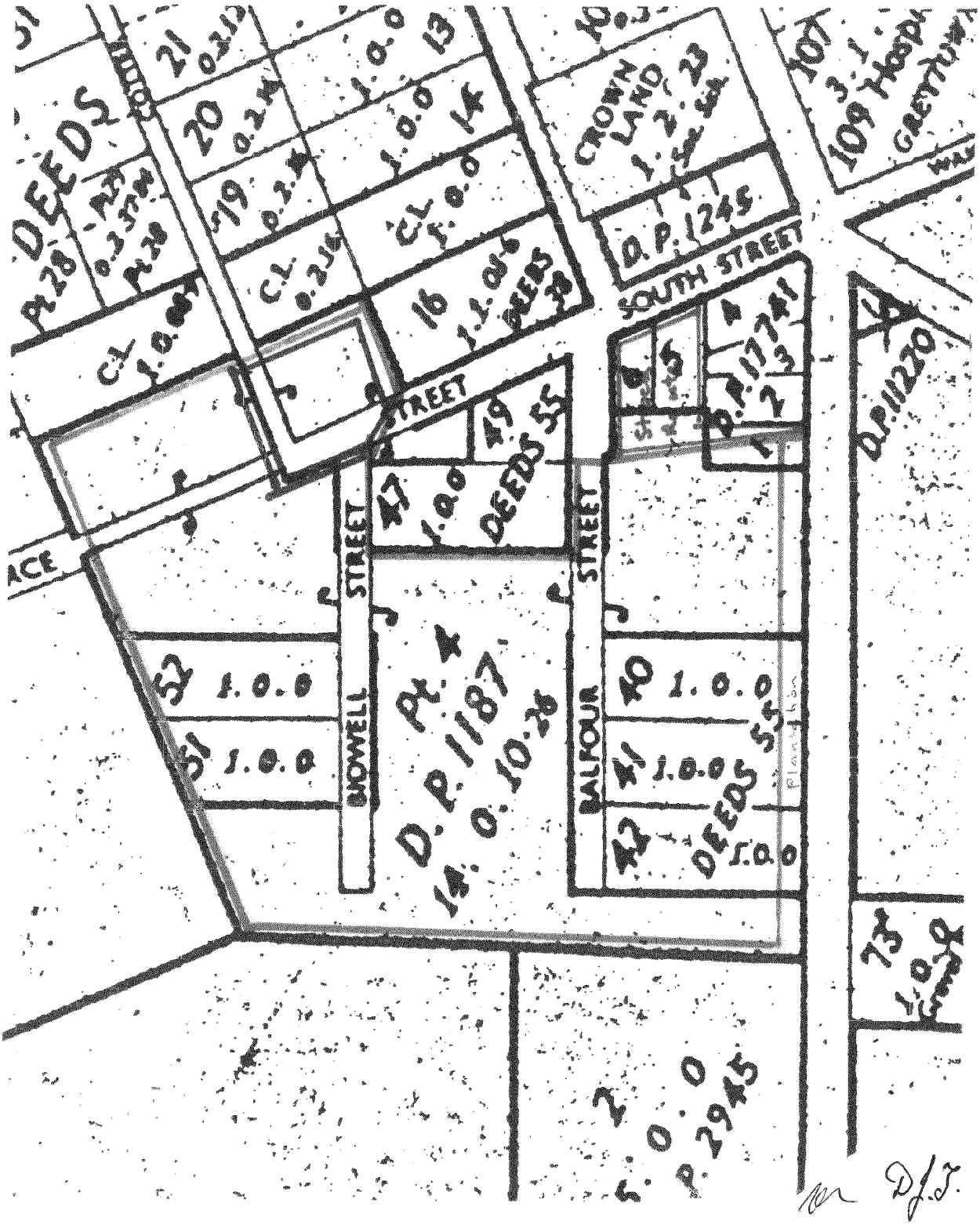
Acting General Manager

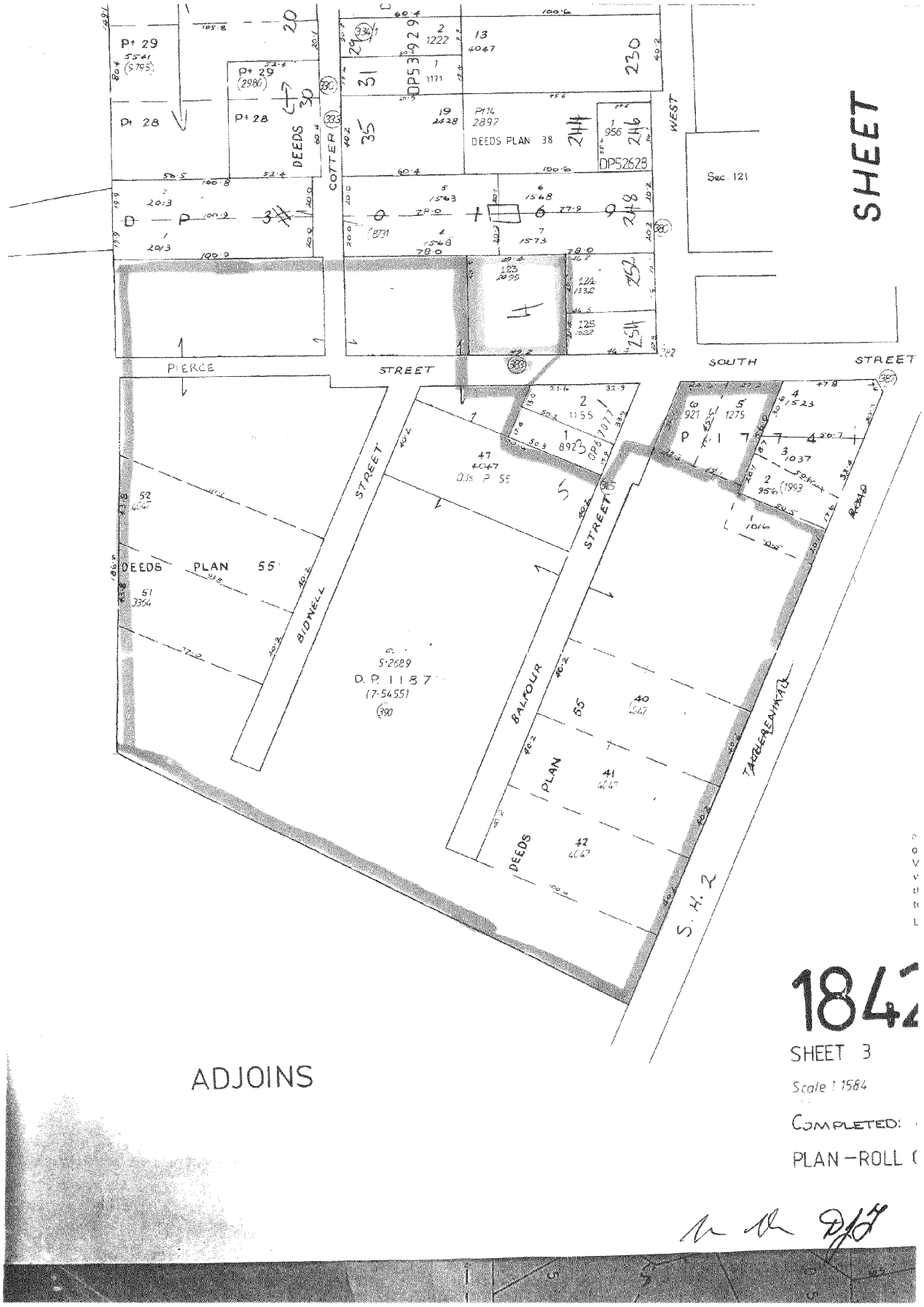
THE COMMON SEAL OF THE MAYOR AND COUNCILLORS AND INHABITANTS OF THE SOUTH WAIRARAPA DISTRICT

SIGNED by the said JOHN WELSH

as Lessee in the presence of

C. L. STEPHEN.

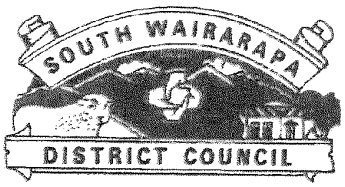

DEEDS
CROWN LAND
D.P. 1245
SOUTH STREET
D.P. 11741
D.P. 11270
STREET
49
DEEDS 55
STREET
STREET
BOWELL
BALFOUR
52 1.0.0
51 1.0.0
D.P. 1187
14. 0. 10. 18
40 1.0.0
41 1.0.0
42 1.0.0
DEEDS 55
73
2. 0. 0
D.P. 2945


SHEET
DEEDS PLAN 38
DP52628
DP53929
DEEDS PLAN 55
COTTER
WEST
PIERCE STREET
SOUTH STREET
BIDWELL STREET
BALFOUR STREET
TAUPEAMIKAI ROAD
S.H. 2
D.P. 1187
(7-5455)
Sec. 121
ADJOINS
SHEET 3
Scale 1:1584
COMPLETED:
PLAN-ROLL

P.O. BOX 6
MARTINBOROUGH 5954

File: 18420-39000

If calling ask for: Richard Airey



19 KITCHENER STREET
MARTINBOROUGH

TELEPHONE (06) 306-9611
FACSIMILE (06) 306-9373
EMAIL administrator@swdc.govt.nz

14 November 2003

Mr John Welsh
51 McMaster Street
GREYTOWN

Dear Mr Welsh,

LEASE OF LAND FOR GRAZING

We have been contacted by Mr D. J. Taylor who has advised us that you wish to relinquish your lease of the former Stella Bull Park land and he wishes to take it over in your place. We are agreeable to this and have accordingly entered into negotiations with Mr Taylor for him to have the lease with effect from 1 November 2003.

As we will be requiring him to pay rent commencing on 1 November 2003 and as we assume that your payment of six months rent in September 2003 was for the period ending 29 February 2004, we will refund to you a portion of this, once we have received payment from Mr Taylor.

I trust that this arrangement is suitable to you.

Yours sincerely,

Richard Airey
EXECUTIVE OFFICER

Statutory Declaration in Support of Application to Bring Land under the Land Transfer Act 1952 and in Support of Application for Computer Register for Land on Grounds of Possession

I, **FAYE MARY DYMOND** (nee Garrity), of 3 Tauherenikau Road, Greytown, do solemnly and sincerely declare that:

1. I am a person who has had a long association (since my birth in 1951) with the area in which the land referred to in the Application and Declaration from South Wairarapa District Council (**Council**) is located.

2. I am aware that, from approximately 1976, the land now contained in computer freehold registers 774470, WN336/246, 589504 and WN336/240 (**Council Land**) was owned by the Council, or its predecessor, the Greytown Borough Council.

3. From approximately August 1950 until September 1967, my grandfather Cecil Samuel Garrity and his brothers, George William Bratton Garrity and James Thomas Garrity owned the land in Certificates of Title WN110/209, WN336/240 and WN336/246 and occupied the Council Land and Relevant Land (as defined). They used it for grazing for approximately 80 horses used in their carrying business known as "Garrity Brothers". The whole of the block of land was known as "Broomlee". Copies of Certificates of Title WN110/209, WN336/240 and WN336/246 are annexed to this declaration and marked with the letter "A".

4. In 1950, my father built a house at 1 Tauherenikau Road. In 1955, he subdivided the land and sold part to Frederick Benjamin Aburn and his wife Edith, who built the neighbouring house at 3 Tauherenikau Road. Both houses are adjacent to the Council Land. I was raised at 1 Tauherenikau Road from birth and on 12 June 1986, prior to my marriage, I purchased 3 Tauherenikau Road and I have lived there ever since. I am very familiar with the Relevant Land.

5. The Council Land adjoins the land described as Lot 4 LT Plan 527754 (known as Bidwell Street) and Lot 5 LT Plan 527754 (known as Balfour Street) (**Relevant Land**).

6. To the best of my knowledge and belief, the Council has been in continuous adverse possession of the Relevant Land since it first took occupation of the Council Land in 1976, and prior to that time the Relevant Land was always used as part of the wider Council Land. Occupation of the Relevant Land was always

continuous, exclusive, open, actual and undisputed while the Council was in possession of the Council Land. In my living memory, the Relevant Land was always considered to be part of the wider land owned by the Council, and its predecessors in title.

7. The fencing that is currently in place on the Council Land is largely in its original position and has been fenced in the same way for as long as I can remember. The Council Land was always fenced as two paddocks, with the fence dividing the paddocks having been in its present location for as long as I can remember. There were never any roads formed on the Relevant Land. The only significant difference that I recall is that what is now known as Pierce Street and some land to the north west of Pierce Street was formerly part of the land fenced and used for grazing, but that was subdivided some time ago.

8. I recall that the part of Balfour Street leading from the West Street/South Street intersection to 1, 3, 5 and 5A Balfour Street that has been formed and legalised as road was formerly a gravel track, which our family referred to as "the track", but the rest of "Balfour Street" Lot 5 LT Plan 527754 and "Bidwell Street" Lot 4 LT Plan 527754 have never been formed as road. A copy of an aerial photograph from 1941 showing the Council Land and "the track" is annexed to this declaration and marked with the letter "B".

9. For as long as I can remember, the Council Land and the Relevant Land has always been used for grazing. It had too many boulders on it to plough easily so was not well suited to the planting of crops or cultivation. As the horses were replaced by trucks from 1924 onwards, the Council Land was used for grazing sheep. I remember from the 1950s that there was an area that we called the "chow paddock" south of the water race shown on Exhibit B and adjacent to Tauherenikau Road where chou mollier (tree kale) was grown for the sheep.

10. After the sale of the Council Land to the Council's predecessor (Greytown Borough Council) in the 1970s, we knew it as "Stella Bull Park, which it remained known as until the current Stella Bull Park at 115 Main Street Greytown came into being. The Council Land has always been fenced and grazed while it has been in Council ownership, and I recall that Welsh, Taylor and Jury were previous lessees of the Council Land.

11. I remember that the property at 5 Balfour Street was fenced on the south and east boundaries as it is currently fenced.

12. I have read the Application and Declaration from Council and confirm that to the best of my knowledge and belief the matters set out in the Application and Declaration are correct and accord with my own observations.

13. I am not an employee or agent of the Council. I further declare that I have no vested interest in the outcome of the application by Council to become registered proprietor of the Relevant Land.

14. I make this statutory declaration in my personal capacity and as a disinterested person.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957.

Declared at Greytown this 7th May 2019 before me:))

~~Solicitor of the High Court of New Zealand~~
(or other person authorised to take a statutory declaration)

David Kent Hayden, JP
#3185
GREYTOWN
Justice of the Peace for New Zealand

"A"

REGISTER

NEW ZEALAND.

[Form B.

Reference: Vol. , folio / Transfer No.

Register-book, Vol. 110, folio 290

Application 3093

CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT.

CANCELLED

This Certificate, dated the Fifth day of August, one thousand nine hundred and one, under the hand and seal of the District Land Registrar of the Land Registration District of Wellington, Witnesseth that John Cotter of Greytown Shipwright

is seized of an estate in fee-simple (subject to such reservations, restrictions, encumbrances, liens, and interests as are notified by memorial underwritten or indorsed hereon; subject also to any existing right of the Crown to take and lay off roads under the provisions of any Act of the General Assembly of New Zealand) in the land hereinafter described, as the same is delineated by the plan hereon, bordered Red, be the several admeasurements a little more or less, that is to say: All that parcel of land containing Fourteen acres fifteen perches and seventeen tenths of a perch and being Lots 17, 21, 31, 37, 39, 43, 44, 45, 46, 51, 53 and 54 Township of Greytown being Lot 4 on Deposited plan No 1187.

WELLINGTON DISTRICT LAND REGISTRAR

W. Turnbull

District Land Registrar

Transfer 58785 produced 14th August 1906 at 2.40 pm John Cotter to Sam Haigh of Greytown Butcher

Mortgage 84008 produced 15th May 1907 at 10.50 am Haigh to James George Middleton Farmer

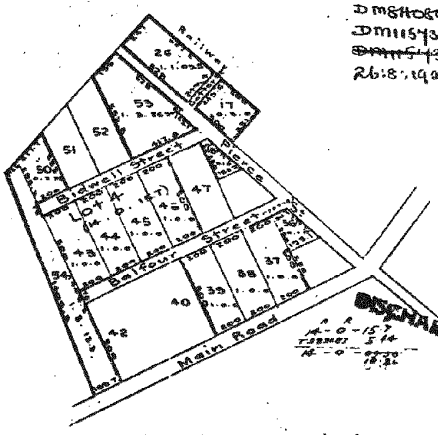
DISCHARGED

Mortgage 84084 produced 16th November 1907 at 11.15 am Sam Haigh to The Greytown Investment and Loan Association

DISCHARGED

Plan 1187

M84084
A 1203
(M 55605)
M115733
M115734
DM58008
DM84084
DM115733
~~DM115734~~
26.8.1921



Scale 5 chains to an inch

Transmission 112031 to the Public Trustee. Entered 2nd October 1916 at 12.50 pm

Affects Mortgage 58605

Mortgage 113733 produced 9th May 1919 at 11.5 am Sam Haigh to The Greytown Investment and Loan Association

DISCHARGED

Mortgage 116734 produced 9th May 1919 at 11.15 am Sam Haigh to The Permanent Investment and Loan Association

DISCHARGED

PRODUCED 20-7-27

Mortgage 158191 produced 2nd March 1925 at 2.40 pm Sam Haigh to The Permanent Investment and Loan Association of Wairarapa

DISCHARGED

PRODUCED 20-7-27

CONTINUED

(over)

ANNEXURE

This is the annexure marked **"A"** referred to in the annexed statutory declaration of Faye Mary Dymond declared at Greytown on 7 May 2019 before me:

Signature: .....

~~Solicitor of the High Court of New Zealand~~
(or other person authorised to take a statutory declaration)

David Kent Hayden, JP
#3185
GREYTOWN
Justice of the Peace for New Zealand

REGISTER

110/209

DISCHARGED Mortgage 158192 produced 2nd March 1925 at
DISCHARGE Hugh Haigh to James Thomson.
PRODUCED 20-7-27 F W Richmond D.L.R.

DISCHARGED Mortgage 174774 produced 20th July 1927
at 10 [illegible] Hugh Haigh to Jessie Agatha
Hart and Jessie Frederick Thompson
DISCHARGE
PRODUCED 31-8-1960.

DISCHARGED (1) Transmission 209360 of Mortgage 158192
to The DISCHARGED Trs, entered 20th July
1927 at 10.19 am

Transmission 290806 to Arthur Moffat
Haigh of Greytown farmer as Executor
Entered 28th January 1936 at 2.58 pm

DISCHARGED Variation of Mortgage 174774 produced
16th March 1954 at 11.30 am

Transfer 321674 Arthur Moffatt Haigh to
George William Bratter Garrity, James
Thomas Garrity and Cecil Samuel Garrity
all of Greytown farmers as tenants in
common in equal shares. Produced 31st
August 1950 at 10.12 am

Transfer 383083 Dedication of Lot 8 Plan
17141 by the registered proprietors as and for
a public road produced 29th April 1955
at 11.26 am

Transfer 383084 of Lot 8 Plan 17141 the
registered proprietors to Frederick Benjamin
Lowe & produced 29th April 1955 at
11.27 am
Vol 652 fol 92
on C.O. 19636 } Cancelled as to Lots 1, 5, and 6
9-5-1955 } Plan 17141 ~~[illegible]~~
See now CT Vol 652 fol 91

Transmission 689608 of the share of James
Thomas Garrity in balance to Robert Bruce
Garrity of Auckland Bank Officer, Maxwell
James Garrity of Dunedin Divinity Student
and John ~~Thomas~~ Garrity of Greytown,
Farmer, as executors - 7.10.1966 at 10.00 am

Transfer 721267 of balance to The Trustees
Executors and Agency Company of New Zealand
Limited - 13.9.1967 at 10.16 am
C.T. 59A/175 issued

CANCELLED

CERTIFICATE OF TITLE,

Vol. , folio

COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952
Limited as to Parcels

Historical Search Copy

R.W. Muir
Registrar-General
of Land

Identifier **WN336/240**
Land Registration District **Wellington**
Date Issued 02 June 1926

Prior References
DI 32/88

Estate Fee Simple
Area 1.2141 hectares more or less
Legal Description Lot 40-42 Deeds Plan 55

Original Proprietors
The Greytown Borough Council

Interests
10427983.1 Correction of Name of The Greytown Borough Council to South Wairarapa District Council - 9.6.2016 at 3:17 pm

Identifier **WN336/240**

NEW ZEALAND.

Reference: Land Transfer (Compulsory Registration of Titles) Act, 1924. Deeds Index. Vol. 32 Folio 68 Application No. C. 2654

Register-book, Vol. 33 G folio 240

CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT.

LIMITED AS TO PARCELS AND TITLE.

This Certificate, dated the second day of June one thousand nine hundred and twenty-six under the hand and seal of the District Land Registrar of the Land Registration District of WELLINGTON Witnesseth that

SAM HAIGH of Greytown Farmer

is seized of an estate in fee-simple (subject to such reservations, restrictions, encumbrances, liens, and interests as are notified by memorial under written or endorsed hereon, subject also to any existing right of the Crown to take and lay off roads under the provisions of any Act of the General Assembly of New Zealand) in the land hereinafter described, as the same is delineated by the plan hereon bordered green, be the several admeasurements a little more or less, that is to say: All that parcel of land containing THREE ACRES more or less situate in ~~the Borough of Greytown~~ being part of Section 5C Morna Block and being Lots 40,41 and 42 on a plan deposited in the Deeds Register Office at Wellington as Number 55

District Land Registrar.

Outstanding Mortgage No.127778 (227/65) Sam Haigh to The Permanent Investment and Loan Association of Wairarapa. DISCHARGED PRODUCED 20-7-27 D.L.R.

Outstanding Mortgage No.131990 (239/595) Sam Haigh to The Permanent Investment and Loan Association of Wairarapa DISCHARGED PRODUCED 20-7-27 D.L.R.

Outstanding Mortgage No.139548 (256/588) Sam Haigh to The Permanent Investment and Loan Association of Wairarapa DISCHARGED PRODUCED 20-7-27 D.L.R.

Outstanding Mortgage No.142537 (262/456) Sam Haigh to The Permanent Investment and Loan Association of Wairarapa DISCHARGED PRODUCED 20-7-27 D.L.R.

Outstanding Mortgage No.142538 (262/459) Sam Haigh to James Thomson DISCHARGED PRODUCED 20-7-27 D.L.R.

This Certificate is no longer limited as to Title. Entered 20th July 1927

The transmission zoopt of Outstanding Mortgage 142538 DISCHARGED Transfer entered 20th July 1927 at 2.19 p.m.

Mortgage 147774 produced 20th July 1927 at 2.19 p.m. Sam Haigh to Jessie Agnes and James Frederick Thompson DISCHARGED PRODUCED 31-8-1950

Scale 2 Chains to an Inch

Deeds Plan 38

Balfour Street

Main Road

EQUIVALENT METRIC AREA IS 1.2140 ha.

CONTINUED

Identifier **WN336/240**

Transmission 290806 to Arthur Moffatt Haigh of Greytown farmer as Executor Entered 28th January 1936 at 2.58 pm. H.E. Wood A.L.R.

Variation of Mortgage 127719 produced 16th March 1937 at 11 [illegible] A.L.R.

Transfer 331577 Arthur Moffatt Haigh to George William Bratton Garrity James Thomas Garrity and Lucil Samuel Garrity all of Greytown farmers as tenants in common in equal shares Produced 31st August 1950 at 10.12 p.m. [illegible]

Transmission 639603 of the share of James Thomas Garrity to Robert Bruce Garrity of Auckland Bank Officer William James Garrity of Dunedin Divinity Student, and John Bratton Garrity of Greytown Farmer as executors - 7.10.1966 at 10.44 am. [illegible]

Transfer 721267 to The Trustees Executors and Agency Company of New Zealand Limited at Dunedin - 13.9.1967 at 10.16 am. [illegible] A.L.R.

Mortgage 721268 to The Hereford Investment Company Limited - 13.9.1967 at 10.19 am. [illegible] A.L.R.

DISCHARGED 27.7.1973 [illegible]

Mortgage 721270 to The Hereford Investment Company Limited - 13.9.1967 at 10.23 am. [illegible] A.L.R.

DISCHARGED 27.7.1973 [illegible]

Mortgage 127719 to The State Advances Corporation 11.7.1968 at 2.16 p.m. [illegible] A.L.R.

DISCHARGED 27.7.1973 [illegible] A.L.R.

THIS REPRODUCTION (ON A REDUCED SCALE) CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL REGISTER FOR THE PURPOSES OF SECTION 115A LAND TRANSFER ACT 1952. [illegible] D.I.R.

No. 879258 Evidence of the change of Name of the Mortgagee in Mortgage 721268 to Trustees Executors Investments Limited - 13.7.1971 at 2.30 p m [illegible] A.L.R.

No. 879258 Evidence of the change of name of the Mortgagee in Mortgage 721270 to Trustees Executors Investments Limited - 13.7.1971 at 2.30 p m [illegible] A.L.R.

336/240

Transfer 988061 to Peter Barry Wenden of Greytown, Farmer, and Lynne Marie Wenden, his wife, as tenants in common in equal shares - 27.7.1973 at 10.43 o'c. [illegible] A.L.R.

137690.1 DISCHARGED Mortgage 988063 to The State Advances Corporation 27.7.1973 at 10.45 o'c. [illegible] A.L.R.

137690.2 DISCHARGED Mortgage 988064 to Brian Henry Hakell - 27.7.1973 at 10.45 o'c. [illegible] A.L.R.

Mortgages 988063 and 988064 are discharged as to the within land. See Documents 146187.1 and 146187.2 - 5.5.1976 at 9.47 a.m. [illegible] A.L.R.

Transfer 146187.3 to The Mayor, Councillors and Citizens of the Borough of Greytown - 5.5.1976 at 9.47 a.m. [illegible] A.L.R.

COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952
Limited as to Parcels

Historical Search Copy

R.W. Muir
Registrar-General
of Land

Identifier	**WN336/246**
Land Registration District	**Wellington**
Date Issued	02 June 1926

Prior References
DI 13/618

Estate	Fee Simple
Area	7411 square metres more or less
Legal Description	Lot 51-52 Deposited Plan 55

Original Proprietors
The Greytown Borough Council

Interests
10427983.1 Correction of Name of The Greytown Borough Council to South Wairarapa District Council - 9.6.2016 at 3:17 pm

Identifier **WN336/246**

LAND DEEDS
Matters Issue on CT336/246
Firm Perry Wright
10 OCT 1955
Times 10 a.m.
Fees £ 14 5s
Abstract No 8619

NEW ZEALAND.

Land Transfer (Compulsory Registration of Titles) Act, 1924.

Reference: Deeds Index. Vol. 13 Folio 010

Application No. C. 2660

Register-book. Vol. 336, folio 246

CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT.

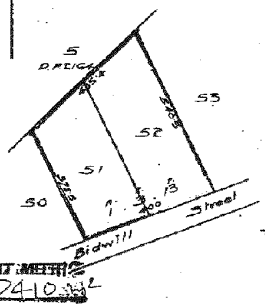
LIMITED AS TO PARCELS AND TITLE.

This Certificate, dated the second day of June one thousand nine hundred and twenty-six under the hand and seal of the District Land Registrar of the Land Registration District of WELLINGTON Witnesseth that

RICHARD ALFRED WAKELIN of Greytown Sawmiller

is seised of an estate in fee-simple (subject to such reservations, restrictions, encumbrances, liens, and interests as are notified by memorial under written or endorsed hereon, subject also to any existing right of the Crown to take and lay off roads under the provisions of any Act of the General Assembly of New Zealand) in the land hereinafter described, as the same is delineated by the plan hereon bordered green, be the several admeasurements a little more or less, that is to say: All that parcel of land containing ONE ACRE THREE ROODS AND THIRTEEN PERCHES more or less situate in ~~the Borough of Greytown~~ being part of Section 50 Moroa Block and being Lots 51 and 52 on a plan deposited in the Deeds Register Office at Wellington as Number 55

District Land Registrar.



EQUIVALENT METRIC AREA IS 74-10 ha

Scale 2 Chains to an inch

Deeds Plan 38

Transfer 884395 Pursuant to section 80 of the Rating Act 1925 the Mayor Councillors and Citizens of the Borough of Greytown to George William Brattin Garrity, James Thomas Garrity and Cecil Samuel Garrity all of Greytown farmers as tenants in common in equal shares - dated 4th October 1937 at 12.7 pm

Transmission 884403 of the estate of James Thomas Garrity to Robert Bruce Garrity of Auckland, Bank Officer, Maxwell James Garrity of Dunedin, Divinity Student and John Charles Garrity of Greytown Carrier as executors - 7.10.1966 at 10.44 am

Transfer 721267 to The Trustees Executors and Agency Company of New Zealand Limited at Dunedin - 13.9.1967 at 10.16 am

CONTINUED

Identifier **WN336/246**

336/246

DISCHARGED 721268 to The Hereford Investment Company Limited - 13.9.1967 at 10.12 a.m.
27 6 73 D.T. Hussey A.L.R.

DISCHARGED Mortgage 721270 to The Hereford Investment Company Limited 13.9.1967 at 10.12 a.m.
27 6 73 D.T. Hussey A.L.R.

DISCHARGED 750096 to The State Advances Corporation 22.7.1970
D.T. Hussey A.L.R.

No. 879258 Evidence of the change of name of the Mortgagee in Mortgage 721268 to Trustees Executors Investments Limited - 13.7.1971 at 2.30 p m D.T. Hussey A.L.R.

No. 879258 Evidence of the change of name of the Mortgagee in Mortgage 721270 to Trustees Executors Investments Limited - 13.7.1971 at 2.30 p m D.T. Hussey A.L.R.

Transfer 988061 to Peter Barry Wenden of Greytown, Farmer, and Lynne Marie Wenden, his wife, as tenants in common in equal shares - 27.7.1973 at 10.43 o'c. D.T. Hussey A.L.R.

137690.1 DISCHARGED 132-72 A.L.R.
DISCHARGED Mortgage 988063 to The State Advances
23 JAN 1976 Corporation 7.3.1974 at 10.45 o'c.
A.L.R. D.T. Hussey A.L.R.

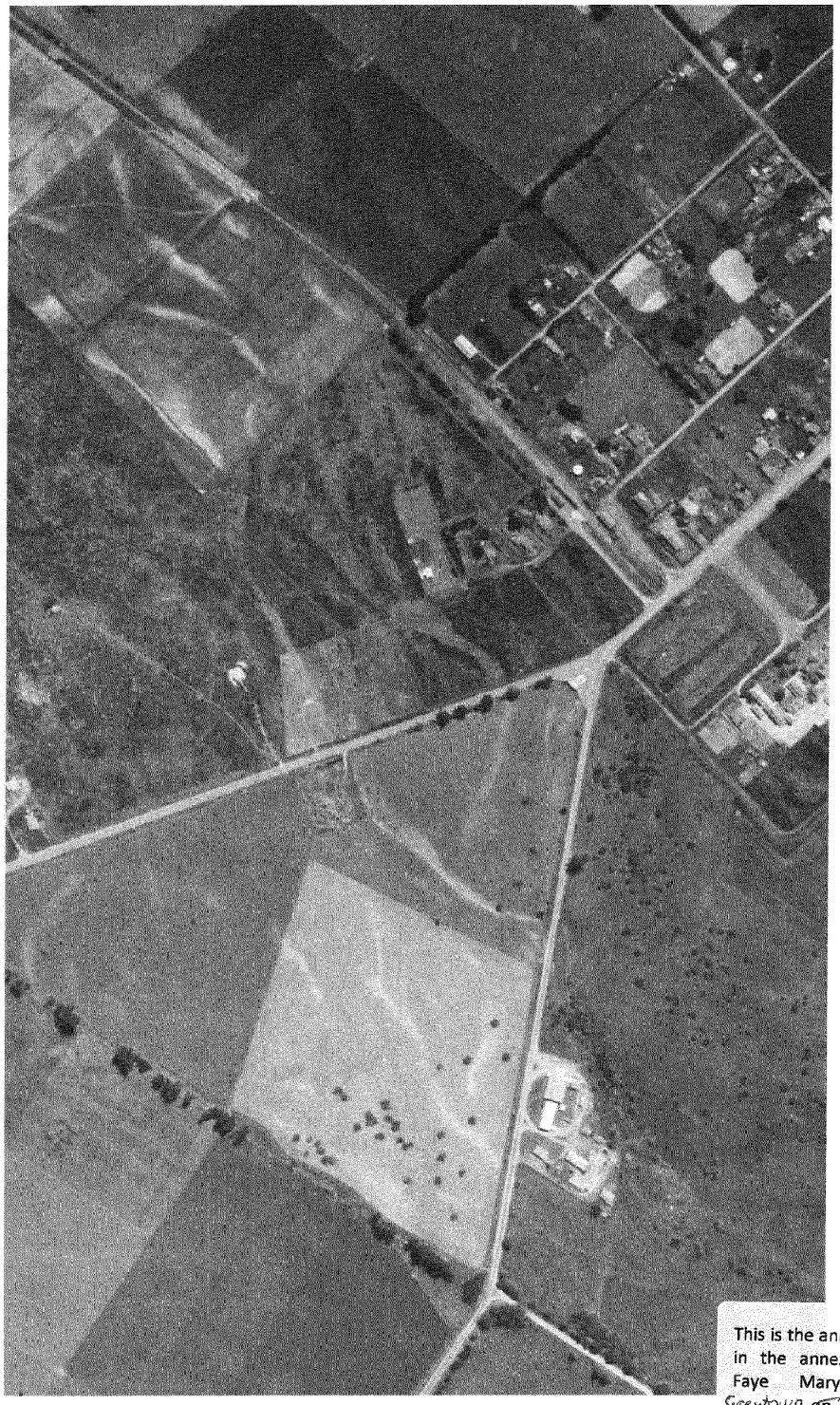
137690.2 DISCHARGED 132-72 A.L.R.
DISCHARGED Mortgage 988064 to Brian Henry
23 JAN 1976 Mortgagee 7.3.1974 at 10.45 o'c.
A.L.R. D.T. Hussey A.L.R.

Mortgage 988063 and 988 064 are discharged as to the within land. See Documents 146187.1 and 146187.2 - 5.5.1976 at 9.47 a.m. A.L.R.

Transfer 146187.3 to The Mayor, Councillors and Citizens of the Borough of Greytown - 5.5.1976 at 9.47 a.m. A.L.R.

"B"

1941 Image



ANNEXURE

This is the annexure marked **"B"** referred to in the annexed statutory declaration of Faye Mary Dymond declared at Greytown on 7 May 2019 before me:

Signature: .....

~~Solicitor of the High Court~~ of New Zealand (or other person authorised to take a statutory declaration)

David Kent Hayden, JP
#3185
GREYTOWN
Justice of the Peace for New Zealand

Statutory Declaration in Support of Application to Bring Land under the Land Transfer Act 1952 and in Support of Application for Computer Register for Land on Grounds of Possession

I, **HELEN SUE MCNAUGHT**, formerly Amenities Manager of South Wairarapa District Council do solemnly and sincerely declare that:

1. I was employed by South Wairarapa District Council (**Council**) as its Amenities Manager from 25 October 2012 to 1 November 2018. While employed by the Council, I caused an extensive search to be undertaken in Council (archives, records and minute books) for information related to the land referred to in the attached Application and Declaration of Paul Charles Crimp. Information uncovered as part of that search, and my own personal knowledge, form the basis of this declaration.

2. The land now contained in computer freehold registers 774470, WN336/246, 589504, and WN336/240 (**Council Land**) is owned by the Council.

3. The Council Land adjoins the land described as Lot 4 LT Plan 527754 (known as Bidwell Street) and Lot 5 LT Plan 527754 (known as Balfour Street) (**Relevant Land**).

4. During my period of employment by the Council and to the best of my knowledge and belief, the Council has been in continuous adverse possession of the Relevant Land. Further, records indicate that the Council has been in possession of the Relevant Land since it took ownership of the Council Land in 1976. Occupation of the Relevant Land since that time has always continuous, exclusive, open, actual and undisputed while the Council was in possession of the Council Land. The Relevant Land has always been considered to be part of the wider land owned by the Council.

5. Since at least 1987, and perhaps earlier, the Council Land (and for practical purposes the Relevant Land) have been subject to leases or grazing licences with local farmers. A copy of a grazing lease incorporating the Relevant Land within the defined premises and dated 19 May 1987 is annexed to this declaration and marked with the letter "A" and a copy of an undated grazing licence from approximately 2011 is annexed to this declaration and marked with the letter "B".

6. In 1994, part of the land previously included in the alignment of Balfour Street on various plans, and adjoining the Relevant Land, was the subject of a successful adverse possession claim by Brent Rudolph Norling and Barbara Mary Norling. The successful application and supporting material supports a conclusion that the part of Balfour Street that is now defined as Lot 5 LT Plan 527754 was never formed or legalised as road. A copy of the application is annexed to this declaration and marked with the letter "C".

7. More recently, senior Council staff, including myself have expressed the opinion that the relevant land was "unformed" or "paper" road. However, those opinions were simply made in passing based on the notations on various survey plans without the benefit of a complete legal and historical analysis of the Relevant Land and its relationship to the wider Council Land.

8. A copy of a report prepared by the Council's solicitors that sets out the status of the Relevant Land is annexed to this declaration and marked with the letter "D". With the benefit of such analysis, I am now of the view that the Relevant Land is not, and never has been, legal road.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957.

Declared at Featherston this 2 May 2019 before me:)

G.R. Burt JP, JUSTICE OF THE PEACE FOR NEW ZEALAND J.P.

Solicitor of the High Court of New Zealand
(or other person authorised to take a
statutory declaration)

"A"

[illegible]

[illegible]

[illegible]

[illegible] of [illegible] of the one part and [illegible] of [illegible] of the other part [illegible]

IN CONSIDERATION of the rent herein reserved and the covenants, conditions, agreements and restrictions on the part of the Lessee herein contained [illegible] the Lessor [illegible] DOTH HEREBY LEASE to the Lessee [illegible] the land [illegible] for a term of 4 years [illegible] from the 1st day of April 1987 and terminating on the 31st day of March 1991 at an annual rental of [illegible] payable by half-yearly payments of [illegible] FIFTY DOLLARS ($[illegible]50) each in advance on the 1st day of [illegible] and [illegible] in each year during the term, the first of such instalments to become due and payable on the 1st day of April 1987.

[illegible] 87 [illegible] $0[illegible]

NEW ZEALAND [illegible] STAMP DUTY

IT IS HEREBY COVENANTED AND AGREED by and between the Lessor and the Lessee as follows:

1. THAT the Lessee will pay and punctually pay to the Lessor or such person or as the Lessor may direct the rent hereby reserved on the days and in the manner appointed free and clear of all deductions.

2. THAT the Lessee will not assign, sublet or part with possession of the said land or any part thereof without first obtaining the written consent of the Lessor PROVIDED THAT such consent shall not be unreasonably or capriciously withheld in the case of an assignment or subletting to a respectable, solvent and responsible proposed assignee or subtenant who will first [illegible] enter into a deed of covenant with the Lessor whereby the proposed assignee or subtenant shall covenant to perform, observe and [illegible] all the covenants, provisions,

ANNEXURE
This is the annexure marked "A" referred to in the annexed statutory declaration of Helen Sue McNaught declared at Featherston on 2 May 2019 before me:
Signature: G. R. Burt J.P.
Solicitor of the High Court of New Zealand
(or other person authorised to take a statutory declaration)

J.P.

GRB

conditions and agreements herein contained on behalf on the part of the Lessee and if the proposed assignee or sub-tenant be a corporation, the Lessor may at the option of the Lessor require any such Deed of Covenant to extend to and include the shareholders and/or the directors or principal officers of such corporation, any Deed of Covenant to be prepared and stamped by the Solicitors for the Lessor at the expense of the Lessee.

4. THAT the Lessee will during the term hereof pay, satisfy and discharge all rates, taxes and assessments from time to time levied or imposed upon or payable in respect of the said land.

5. THE Lessee will during the said term manage all parts of the said land in a proper and husbandlike manner.

6. THE Lessee will at all times during the continuance of the said term hereby created repair amend and renew and keep in good clean serviceable substantial and tenantable repair order and condition all internal and external fenced gates bridges and other erections or improvements (buildings always excepted) and all parts thereof now or hereafter during the said term situated or erected upon or about the said land and will at the expiration or sooner determination of the said term quietly yield up to the Lessor the said land and the said parts thereof in the like good clean serviceable substantial and tenantable repair order and condition as they are at the commencement.

6. THE Lessee shall not without the consent in writing of the Lessor cut or fell or destroy any indigenous trees or native green timber.

7. THE Lessee shall not interfere with any of the works of the Waimakariri Catchment Board and shall co-operate with the Board as necessary for protection of the land against damage by flood or erosion.

8. THE Lessee will at least once in every year of the said term clean and open all drains ditches and water courses on the said

land, and will keep the same clear and unobstructed at all times during the continuance of the said term.

9. THE Lessee shall and will at all times and from time to time during the said term clear and keep clear the said land of all noxious weeds and vermin and will in particular comply in respect of the said land with the provisions of the Noxious Plants Act 1970, the Agricultural Pests Destruction Act 1967, the Plants Act 1970 and all amendments thereto and all other Acts and Regulations pertaining to Farming.

10. THAT the Lessor's legal costs of and incidental to the preparation, completion and stamping of this Deed of Lease shall be paid by the Lessee together with any costs and expenses that may be incurred by the Lessor as a result of any breach of covenant or incidental to the preparation and service of any notice under the term of this Lease.

11. THAT the Lessee shall permit the Lessor and/or his agents with or without other persons at all reasonable times during the term hereof to enter the said land and examine the state and condition thereof and the Lessee will within one (1) calendar month or the Lessor or its agent giving written notice to the Lessee repair and make good all defects and wants of reparation described in the said notice.

12. THAT the Lessee shall permit the Lessor and/or his agents with or without workmen and materials and appliances to enter the said land for the purpose of preparing for executing and carrying out such alterations, repairs or maintenance as the Lessor may consider necessary or advisable. Any alterations, repairs or maintenance carried out by or on behalf of the Lessor in terms of this Clause shall be carried out so as to cause as little interference with the occupation and use of the said land as is reasonably practicable.

THAT the Lessee paying the rent hereby reserved and forming and observing all and singular the covenants and

GRB

conditions of the Lessee herein contained and implied shall quietly hold and enjoy the said land throughout the term hereof without any interruption by the Lessor or any person claiming under the Lessor.

14. THAT the Lessee shall ensure that his stock at no time has access to the plantation strips surrounding the said land as coloured yellow on the plan attached to the schedule hereto.

15. THAT the Lessor may from time to time agree to allow the Lessee to graze the stock route as is marked green on the plan attached to the schedule hereto but in such a manner as to allow access at all times to farmers moving stock through the stock route.

16. THAT the Lessee shall, upon receiving three months notice in writing from the Lessor, relinquish his rights under this lease to the land bordered blue on the plan attached to the schedule hereto and there shall be no reduction in rental on such relinquishment.

17. THAT all differences and disputes which shall arise between the parties hereto concerning the land or any act or thing to be done or suffered or omitted to be done in pursuance hereof or concerning the construction of this Lease shall be referred to the arbitration or two arbitrators one to be appointed by each party or the arbitration of the umpire appointed by such arbitrators should they be unable to agree and in every event any such determination shall be in accordance with the Arbitration Act 1900 or any amendment thereto or re-enactment thereof for the time being in force.

18. THAT there shall be vested in the Lessor an immediate power of distress in case default shall be made and shall continue to be made for seven (7) days in payment of the rent hereby reserved or any part thereof.

19. THAT if the rent hereby reserved or any part thereof is unpaid and in arrears for the space of fourteen (14) days after

LRB

any of the days whereon the same shall become due and payable (whether formally demanded or not) or if any covenant on the Lessee's part herein contained or implied shall not be observed performed or kept or if the Lessee shall become bankrupt or in the case of a company go into liquidation or if the Lessee fail in carrying out any covenant condition or provision on the part of the Lessee herein expressed or implied it shall be lawful for the Lessor at any time thereafter without notice or suit to perform any such covenant condition or provision on behalf of the Lessee and if necessary for so doing re-enter the said land or any part thereof in the name of the whole and all moneys paid and expenses incurred in so doing and all costs incurred by the Lessor in connection therewith shall be forthwith repaid to the Lessor by the Lessee together with interest thereon at the rate of $10 per centum per annum which may be recoverable by distress under the Distress and Replevin Act 1900 or otherwise and thereupon at the discretion of the Lessor the term hereof shall absolutely cease and determine but without prejudice to the rights of either party hereto in respect of any breach of the covenants, conditions or terms herein contained or implied.

19. THAT the Lessee shall not be entitled to registration of this Lease or any Lease in renewal hereof and the Lessee shall not Caveat the Lessor's title to the said land.

21. THAT any notice required to be served by this Lease shall be served in accordance with Section 151 of the Property Law Act 1952.

20. THAT such of the provisions of the Property Law Act 1952 or any amendments thereof as are inconsistent with or contradictory to these presents shall be negatived or modified to the extent of such inconsistency.

28. THAT all references to "the Lessor" and "the Lessee" shall where not inconsistent with the context extend to and include in the cases of persons their executors, administrators and permitted assigns and in the case of bodies corporate their successors and

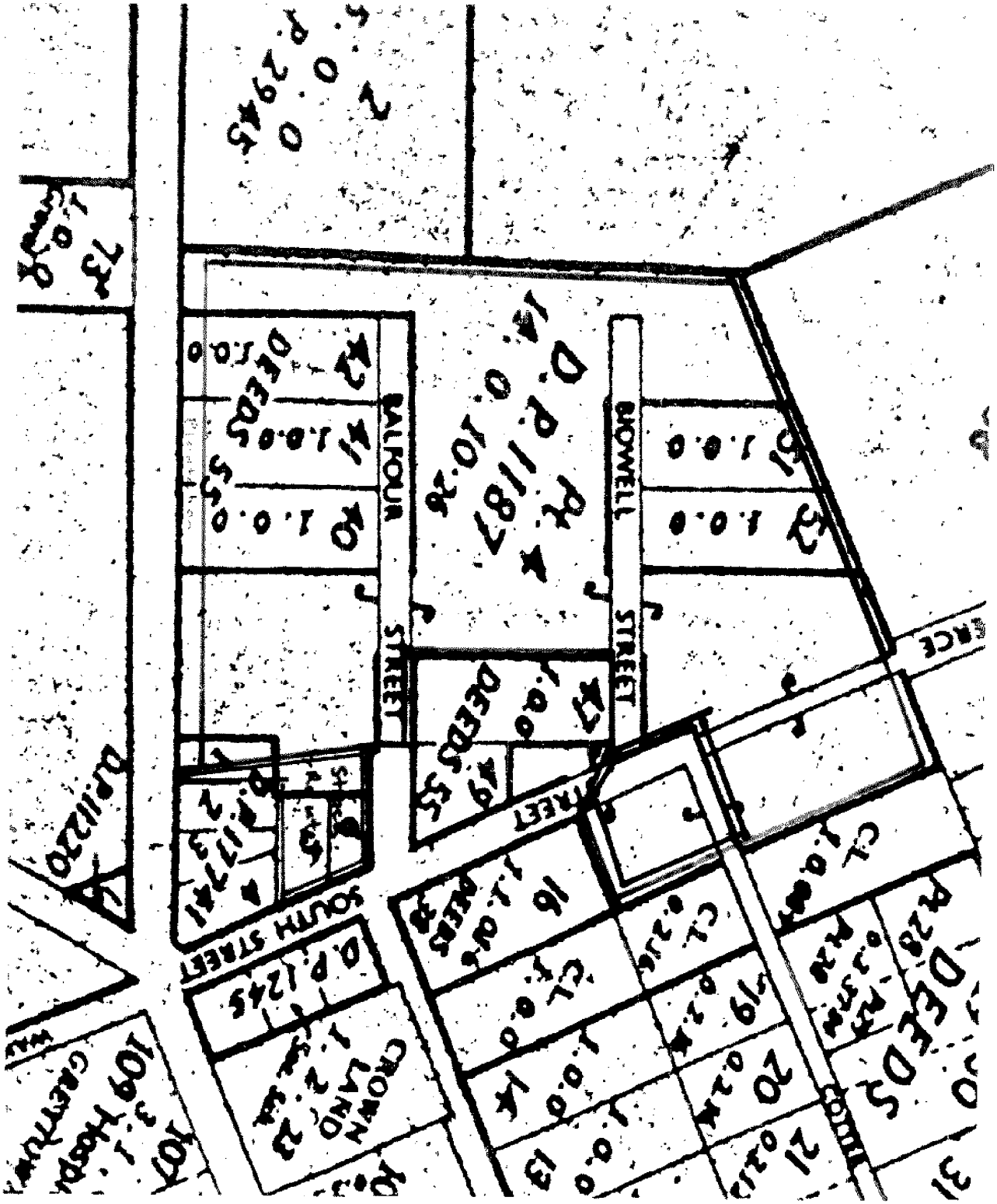
permitted assigns and where there are more than one Lessor or Lessee all covenants and agreements contained or implied in this Deed of Lease to be performed or observed shall bind the Lessors and Lessees both jointly and severally and the singular when used in this Deed of Lease shall include the plural and vice versa and the masculine shall include the feminine and vice versa.

24. THE Lessor and Lessee agree that if this lease is subject to the provisions of the Land Settlement Promotion and Land Acquisition Act 1962 they will make the appropriate application and declarations.

IN WITNESS WHEREOF this deed has been executed the day and year first hereinbefore written.

SCHEDULE

All that parcel of land containing 7.4884 hectares being Lots 1 to 3 on Deposited Plan 17741 as is shown marked red in the diagram attached hereto.


BALFOUR
STREET
BROWELL
STREET
SOUTH STREET
D.P. 1187
D.P. 1245
CROWN LAND
DEEDS
DEEDS
DEEDS
D.P. 11220
D.P. 11741
109 Hospital
Cemetery
Road
13
14
16
19
20
21
31
32
51
52
55
70
71
73
107

THE COMMON SEAL of the CENTRAL BOROUGH COUNCIL as Lessor was hereunto affixed in the presence of:-

THE CENTRAL BOROUGH COUNCIL The Common Seal of

SIGNED by the said JOHN LESLIE WILLIS and VALIAE ALICE WILLIS as Lessee in the presence of:

JL Willis
VA Willis

DATED [illegible]

BETWEEN HAMILTON BOROUGH COUNCIL

"the Lessor"

A N D JOHN LESLIE MILLIS and
VALLAI ALICE MILLIS

"the Lessee"

DEED OF LEASE

HOLLEMAN, COOKE & McCLURE,
SOLICITORS,
HAMILTON.

"B"

JUSTICE OF THE PEACE FOR NEW ZEALAND J.P.

ANNEXURE
This is the annexure marked "B" referred to in the annexed statutory declaration of Helen Sue McNaught declared at Featherston on 2 May 2019 before me:
Signature: .....
Solicitor of the High Court of New Zealand
(or other person authorised to take a statutory declaration)

GRAZING LICENCE

THIS LICENCE is granted the day of

BY **THE SOUTH WAIRARAPA DISTRICT COUNCIL**, a local authority duly constituted under the provisions of the Local Government Act 1974 ("the Licensor") of the one part

AND **JOHN MARSHALL JURY** of Greytown, Farmer ("the Licensee") of the second part

BACKGROUND:

A The Licensor is the owner of the parcels of land being Lot 1 DP 17741 (WN11D/1058); Lot 5 DP 17741 (WN11D/1059); Lot 6 DP 17741 (WN11D/1060); Lots 40-42 Deeds Plan 55 (WN336/240); Lots 51-52 DP 55 (WN336/246); and Part Lot 4 DP 1187 (WN5A/1175).

B The Licensee wishes to obtain grazing rights in respect of the said land which the Licensor has agreed to create, upon and subject to the terms, conditions and provisions herein appearing.

NOW THIS LICENCE WITNESSETH as follows:

1. THE Licensor hereby grants to the Licensee a Licence for the purpose of grazing livestock on the said land, commencing from the 21st day of March 2011.

2. THE term of the said Licence shall be for an initial term of one (1) year from the commencement date, with a right of renewal for one further period of one (1) year.

3. THE License fee to be paid by the Licensee to the Licensor shall be the sum of $2,250 per annum plus GST, payable monthly in advance by equal monthly payments of $187.50 plus GST, the first payment to be made on the date of commencement hereof, and thereafter at consecutive monthly intervals. The licence fee may be reviewed by the Licensor with any new fee to be agreed between the parties on any renewal, or by an independent valuer if the parties are unable to agree.

4. EITHER party shall be entitled to terminate the Licence hereby created upon giving not less than six (6) months notice in writing to the other party and, in the event of termination, the Licence fee shall be payable up to the date at which this Licence shall so terminate, as at which date any appropriate payment or credit shall be made or allowed to bring the Licence fee up to the date of such termination.

5. THE Licensee will from time to time pay to the Licensor the amount of any water rates or charges for water supplied to the said land, and the Licensee will meet the costs, charges and expenses of having the supply of water to the said land accurately metered.

6. DURING the term of this License the Licensee will use the said land for the grazing of livestock only and will not impoverish or waste the said land in any way. The Licensee ensure that the health of the animals grazing the said land will be properly maintained at all times during the term of this Licence in accordance with the requirements of best farming practice in the locality.

7. THE Licensee during the term of this Licence will repair and maintain the fences or any gates on the said land in good and sufficient stock-proof order, condition and repair and in all things to the satisfaction of the Licensor. The Licensee will likewise maintain to the same condition any buildings, erections or structures on the said land and will keep the pastures thereon in good heart and condition and will properly from time to time clean and maintain any drains on the said land.

8. THE Licensee will take all reasonable steps to keep the said land free from gorse, broom, thistles and all other noxious plants and will likewise take all reasonable steps to keep the said land free from rabbits, opossums, goats, pigs and vermin.

9. THE Licensee will in each and every year topdress at the appropriate season all of the said land with fertilizer being a minimum of 250 kilograms per hectare of super phosphate or sulphur super or the equivalent in nutrients by other products and provide receipts in respect of such topdressing application to the Licensor.

10. THE Licensee will keep the said land at all times free and clear of any rubbish or unsightly or offensive material.

11. THE Licensee will not allow or allow to be carried out the erection of any fence, building or structure or other improvement on the said land and nor will cultivate the said land and will not excavate the said land or carry out any earthworks, topsoil disturbance or the cutting or felling of any trees on the said land without in each instance having obtained the prior consent in writing of the Licensor.

12. THIS Licence is personal to the Licensee and the Licensee will not assign, sublet, mortgage, charge or otherwise dispose of or part with any interest or possession of the said land or any part thereof.

13. THE Licensee will at all times ensure that any livestock grazing on the said land are properly and adequately held thereon and in the event of the trespass of any livestock to any other property the Licensee will forthwith recover and remove such livestock from such other property.

14. THE parties agree that the provisions of this Licence do not confer on the Licensee an automatic right to the renewal of this Licence, the granting of any renewal being exclusively at the discretion of the Licensor.

15. THE Licensee shall not be entitled to any compensation for any improvements effected on the said land by the Licensee.

16. THE Licensee will allow the Licensor and or any of the Licensors agents or invitees to access the said land in order to facilitate any works on any part of the said land. The parties agree that any access or works undertaken pursuant to this clause shall be undertaken following consultation with the Licensee and the Licensor shall use its best endeavours to minimise any disruption to the Lincensee's operations and the parties acknowledge that co-operation may be required.

17. THE provisions of this Licence shall be interpreted and be deemed to constitute a bare Licence only and will not confer or create on the part of the Licensee any interest in the said land or any rights therein save as are hereby expressly granted by this Licence.

18 ~~THE licensee will pay the reasonable legal costs of the Licensor for the preparation and execution of this licence.~~

19. IF the Licensee shall fail to pay any amount due hereunder to the Licensor or shall be in material default of the obligations on the part of the Licensee hereby created, the Licensor may

thereupon serve on the Licensee notice in writing to remedy such default within one calendar month of the date of such notice and in default of remedy being duly completed by the Licensee the Licensor may thereupon by further notice in writing effect the immediate termination of this Licence.

20. ANY Notice or formal communication required hereunder shall be deemed to be served if sent to the party concerned at the last known postal address of that party, by ordinary mail.

IN WITNESS WHEREOF these presents have been executed the day and year first hereinbefore written.

SIGNED by **JOHN MARSHALL JURY**
as Licensee in the presence of:

Witness (signature):

Name: E.T. LAING

Occupation: RETIRED.

Address: P.O. BOX 114
GREYTOWN

SIGNED for and on behalf of **SOUTH WAIRARAPA DISTRICT COUNCIL** as Licensor

Mayor

Chief Executive Officer

DATED 2011

SOUTH WAIRARAPA DISTRICT COUNCIL

Licensor

JOHN MARSHALL JURY

Licensee

GRAZING LICENCE

GAWITH BURRIDGE
SOLICITORS
MASTERTON

CHJ-146531-558-2-V1

Plan title data from DP 77791

part
Town Painter and
other part

IN THE MATTER of Section 20 of the Land Transfer Act 1952

- and -

IN THE MATTER of an application by **BRENT RUDOLPH NORLING** and **BARBARA MARY NORLING** to bring land under the Act

WE, **BRENT RUDOLPH NORLING** of Greytown, Painter and **BARBARA MARY NORLING** his wife do severally declare that we are seised of an estate in fee simple in all that piece of land situate in the South Wairarapa District containing 673 square metres being part of Lot 1 on a plan lodged for deposit in the Land Transfer Office at Wellington under No. 77791 which piece of land is of the value of $9,300 and no more, and is part of the land comprised in Deeds Index Volume 18 folio 150 originally granted to **PIERCE COTTER**, of the River Hutt, Farmer, by grant dated the 19th day of June, 1867, numbered 4/123, part Section 50 Moroa Block, in the plan of the District of Greytown.

AND we do further severally declare that we are not aware of any mortgage, encumbrance or claim affecting the said land or that any person has any claim, estate, or interest in the said land, at law or in equity, in possession or in expectancy.

AND we further severally declare that there is no person in possession or occupation of the said land adversely to our estate or interest therein; and that the said land is now occupied by us; and that the names and addresses of the owners and occupiers of land contiguous thereto are **THE SOUTH WAIRARAPA DISTRICT COUNCIL** 19 Kitchener Street (P.O. Box 6) Martinborough and **DENNIS GEAR** and **CHERIE PATRICIA GEAR** 3 Balfour Street Greytown; and that there are no deeds or instruments of title affecting the said land in our possession or under our control.

ANNEXURE
This is the annexure marked "C" referred to in the annexed statutory declaration of Helen Sue McNaught declared at Featherston on 2 May 2019 before me:

Signature: .....
Solicitor of the High Court of New Zealand
(or other person authorised to take a statutory declaration)

JUSTICE OF THE PEACE FOR NEW ZEALAND J.P.

AND we make this solemn declaration conscientiously believing same to be true.

DATED at Greytown this 17th day of June 1994

SEVERALLY MADE AND SUSCRIBED by the abovenamed **BRENT RUDOLPH NORLING** and **BARBARA MARY NORLING** this day of 1994 in the presence of me:

Solicitor
Carterton

A Solicitor of the High Court of New Zealand

WE, BRENT RUDOLPH NORLING and **BARBARA MARY NORLING**, the above declarants, do hereby apply to have the piece of land described in the above declaration brought under the provisions of the Land Transfer Act 1952.

DATED at Greytown this 17th day of June 1994

SIGNED by the said **BRENT RUDOLPH NORLING** in the presence of:

Solicitor
Carterton

SIGNED by the said **BARBARA MARY NORLING** in the presence of:

Solicitor
Carterton

/wp42/kam/norling.DEC

IN THE MATTER of Section 20 of the Land Transfer Act 1952

- and -

IN THE MATTER of an application by **BRENT RUDOLPH NORLING** and **BARBARA MARY NORLING** to bring land under the Act

I, **JOHN CAMPBELL YOUNG** of Greytown, Retired do solemnly declare:

1. I refer to my declaration of the 29th March 1994 and made in support of an application by **BRENT RUDOLPH NORLING** and **BARBARA MARY NORLING** to bring land under the Land Transfer Act 1952.

2. I have been advised of a requisition by the Examiner of titles in respect of that application and in particular the failure to adduce evidence of a possessory title to the part comprising approximately 59 square metres of the land claimed that lies to the north-east of the 30 year old fence depicted on the LT 77791 survey plan.

3. I believe that this small piece of land has always been occupied by Mr & Mrs Matthews the predecessors in title of the present applicants. My belief is based on on the fact that as late as 1954 the north-eastern boundary of the land was fenced with a post and wire fence; this was shown on Deposited Plan 17741 which plan was attested by me this deponent as Town Clerk approving same the resolution being dated the 23rd August 1954. A copy of the plan is hereto annexed and marked "A" as is shown on that plan Balfour Street ended at the post and wire fence shown marked on the plan.

4. AT some later time the fence must have been taken down and the fence reinstated with a gate on the line shown on LT 77791

survey plan. I do not recall when or by whom this was done.

5. I can confirm of my own knowledge of the area that the piece of land (59 square metres) has always been and continue to be used as the physical accessway to the property now owned by the applicants.

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957.

DECLARED at Greytown by the said)
JOHN CAMPBELL YOUNG this 8th day)
of July 1994 before me:)

A Solicitor of the High Court of New Zealand

/wp42/kmm/norling.DEC5

IN THE MATTER of Section 20 of the Land Transfer Act 1952

- and -

IN THE MATTER of an application by **BRENT RUDOLPH NORLING** and **BARBARA MARY NORLING** to bring land under the Act

THE SOUTH WAIRARAPA DISTRICT COUNCIL certifies that the area of land comprising 673 square metres in Deeds Index Volume 18 folio 150 being shown marked Balfour Street on Certificate of Title Volume 336 folio 248 is not and never has been formed as a legal road.

DATED at Martinborough this 7th day of June 1994.

THE COMMON SEAL of the **SOUTH WAIRARAPA DISTRICT COUNCIL** was hereunto affixed in the presence of:-

R. McLeod (General Manager)
J Gantry (Mayor)

THE COMMON SEAL OF THE MAYOR AND COUNCILLORS AND INHABITANTS OF THE SOUTH WAIRARAPA DISTRICT

/wp42/kmm/norlingDECLN

IN THE MATTER of Section 2 of the Land Transfer Act 1952

- and -

IN THE MATTER of an application by **BRENT RUDOLPH NORLING** and **BARBARA MARY NORLING** to bring land under the Act

WE, **BRENT RUDOLPH NORLING** of Greytown, Painter and **BARBARA MARY NORLING** his wife do severally declare:

1. THAT we are applying to have brought under the provisions of the Land Transfer Act 1952 the piece of land situate in the South Wairarapa District containing 673 square metres being part of Lot 1 on a plan lodged for deposit in the Land Transfer Office at Wellington under No. 77791 which is part of Deeds Index Volume 18 folio 150.

2. THAT in April 1993 we agreed with the Public Trustee as administrator of the estate of the late Te Arora Matthews to purchase the property at 5 Balfour Street Greytown. This property is included in Certificate of Title Volume 336 folio 248 described as 4047 square metres being Lot 47 on Deeds Plan 55. We settled the purchase of that property and took possession on the 14th May 1993.

3. AFTER we entered into the agreement with the Public Trustee and before settlement our solicitor reported to us with a copy of the search of Certificate of Title Volume 336 folio 248. From the diagram endorsed on that title search we noted that Balfour Street was shown as running to the south of the title. In fact Balfour Street is not formed and ends at the eastern boundary of the property. We instructed our solicitor to make further enquiries and from the information reported to us we understand taht the land shown on the title search marked Balfour Street is

in fact land set aside as street but never dedicated and included in an old Deeds Index Volume.

4. THE property is fenced with old post and wire fences on al boundaries including the Balfour Street extension so that in fact the land shown as street is fenced within the section. There is a pipe and wire gate facing onto Balfour Street which is used to gain access to our property.

5. WE have spoken to other people in Greytown who have personal knowledge of this area going back many years. We are told that the late Mrs Matthews and her husband Te Ao Hemi also known as Joseph Matthews lived at the property since before the Second World War. The boundaries and fences have been in their present position for at least that period. We believe therefore that our predecessor in title the late Mr & Mrs Matthews have enjoyed undisturbed occupation of that piece of Balfour Street for the last 50 years.

AND we make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957.

SEVERALLY DECLARED at Greytown)
this 28 day of March 1994 before)
me:)

A Solicitor of the High Court of New Zealand

/wp42/kam/worling.DECl

IN THE MATTER of Section 20 of the Land Transfer Act 1952

- and -

IN THE MATTER of an application by **BRENT RUDOLPH NORLING** and **BARBARA MARY NORLING** to bring land under the Act

WE, **BRENT RUDOLPH NORLING** of Greytown, Painter and **BARBARA MARY NORLING** his wife do severally declare that we are seized of an estate of freehold (but not by way of inheritance or of a life interest or held in trust) in all that piece of land situate in the South Wairarapa District containing 673 square metres being part of Lot 1 on a plan lodged for deposit in the Land Transfer Office at Wellington under No. 77791 which piece of land is of the value of $9,300 and no more, and is part of the land comprised in Deeds Index Volume 18 folio 150 originally granted to **PIERCE COTTER**, of the River Hutt, Farmer, by grant dated the 26th day of February, 1863, numbered 4/123, part Section 50 Moroa Block, in the plan of the District of Greytown.

AND we do further severally declare that we are not aware of any mortgage, encumbrance or claim affecting the said land or that any person has any claim, estate, or interest in the said land, at law or in equity, in possession or in expectancy.

AND we further severally declare that there is no person in possession or occupation of the said land adversely to our estate or interest therein; and that the said land is now occupied by us; and that the names and addresses of the owners and occupiers of land contiguous thereto are **THE SOUTH WAIRARPAA DISTRICT COUNCIL** 19 Kitchener Street (P.O. Box 6) Martinborough and **DENNIS GEAR** and **CHERIE PATRICIA GEAR** 5 Balfour Street Greytown; and that there are no deeds or instruments of title affecting the said land in our possession or under our control.

ND we make this solemn declaration conscientiously believing the ame to be true.

DATED at Greytown this 17th day of March 1994

SEVERALLY MADE AND SUSCRIBED by the abovenamed BRENT RUDOLPH NORLING and BARBARA MARY NORLING this 17th day of March 1994 in the presence of me:

A Solicitor of the High Court of New Zealand

WE, BRENT RUDOLPH NORLING and BARBARA MARY NORLING, the above declarants, do hereby apply to have the piece of land described in the above declaration brought under the provisions of the Land Transfer Act 1952.

DATED at Greytown this 17 day of March 1994

SIGNED by the said BRENT RUDOLPH NORLING in the presence of:

Solicitor
Greytown

SIGNED by the said BARBARA MARY NORLING in the presence of:

Solicitor
Greytown

/wp42/ipw/norling.DEC

IN THE MATTER of Section 20 of the Land Transfer Act 1952

- and -

IN THE MATTER of an application by **BRENT RUDOLPH NORLING** and **BARBARA MARY NORLING** to bring land under the Act

I, **JOHN CAMPBELL YOUNG** of Greytown, Retired do solemnly declare:

1. THAT I live at 34 Kempton Street Greytown and am now retired. For approximately 33 years from 1944 to 1977 I was the Town Clerk of the former Greytown Borough Council which is now part of the South Wairarapa District Council.

2. IN my capacity as Town Clerk I was particularly familiar with the Greytown Borough and the area of land to the south of the town known as the Stella Bull Park. I recall in 1975 having discussions with the Council's solicitors Messrs. Thompson, Tate, Cullinane & Cooke concerning the access to the park and the fact that several streets known as Cotter, Pierce and Balfour Streets were in fact not legalised. I recall being advised that the streets had been set aside under the Deeds Index system as street but were not legalised. Balfour Street in particular fell into this category and I was aware that Balfour Street was legal until it ended at the property owned by the late Mrs Matthews.

3. FOR a variety of reasons Council dealt with the closing of several legal streets including Pierce and South Road. No steps were taken to deal with the lands to Stella Bull Park and in any event Council was aware that the late Mr & Mrs Matthews had had undisturbed occupation of their land which included part of the land shown as Balfour Street for a period probably in

excess of 40 years at that point.

4. I have been shown a copy of ppan 77791 and Certificate of Title Volume 336 folio 248 and can confirm from my own knowledge of the area that the fence boundaries which include that area marked Balfour Street have been included within the fenced occupation boundaries for at least the past 50 years.

AND we make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957.

DECLARED at Greytown by the said)
JOHN CAMPBELL YOUNG this 29th day)
of March 1994 before me:)

A Solicitor of the High Court of New Zealand

/wp42/kam/norling.DEC3

IN THE MATTER of Section 2 of the Land Transfer Act 1952

- and -

IN THE MATTER of an application by **BRENT RUDOLPH NORLING** and **BARBARA MARY NORLING** to bring land under the Act

I, **IAN RICHARD GARRITY** of Greytown, Company Director do solemnly declare:

1. THAT I am a company director living at 24 Kuratawhiti Street Greytown. I am at present aged 40 years and I have lived in Greytown all my life.

2. MY family home was at Main Road South Greytown. I was familiar with a property owned by the late Mr & Mrs Matthews at Balfour Street being the extension of West Street. This was near our family home.

3. I together with my brothers and sisters would visit Mrs Matthews from time to time. I recall that Mrs Matthews had a house cow which scared me and as a young child I used to be reluctant to visit.

4. I can confirm that the boundaries were fenced with post and wire fences and with hold hedges which have remained in their present position for as long as I can remember. The access to the property was a gate opening off Balfour Street.

5. I have been shown a copy of Plan 77791 and as well a copy of a search of Certificate of Title Volume 336 folio 248. I can confirm that the area shown on Certificate of Title 336/248 as Balfour Street is in fact fenced within the boundaries of the property now owned by Brent and Barbara Norling.

6. I can confirm that nobody else has ever had occupat[illegible] use of this piece of land and I can depose that I would have [illegible] aware of such occupation because of my personal knowledge of th[illegible] area.

AND we make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957.

DECLARED at Greytown by the said)
IAN RICHARD GARRITY this 22 day)
of March 1994 before me:)

A Solicitor of the High Court of New Zealand

/wp42/[illegible]/norlang.DOC2

RWT

IN THE MATTER of Section 20 of the Land Transfer Act 1952

- and -

IN THE MATTER of an application by **BRENT RUDOLPH NORLING** and **BARBARA MARY NORLING** to bring land under the Act

Tauhere ~~a~~ kau RWT

I, **RAYMOND McINDOE** of ~~Greytown~~, Manager do solemnly declare:

1. THAT I am the manager of the South Wairarapa District Council.

2. THAT the area comprising 673 square metres in Deeds Index Volume 18 folio 150 being shown marked Balfour Street on Certificate of Title Volume 336 folio 248 a copy of which has been shown to me has never been included in the valuation roll of the South Wairarapa District Council or of its predecessor the Greytown Borough Council.

3. THAT no rates have been demanded of the owner or occupier of the land.

4. THAT the South Wairarapa District Council has no objection to the application by **BRENT RUDOLPH NORLING** and **BARBARA MARY NORLING** for the issue to them of a Certifcate of Title under the Land Transfer Act 1952 for that piece of land.

AND we make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957.

DECLARED at Martinborough)
this 4 day of March)
1994 before me:)

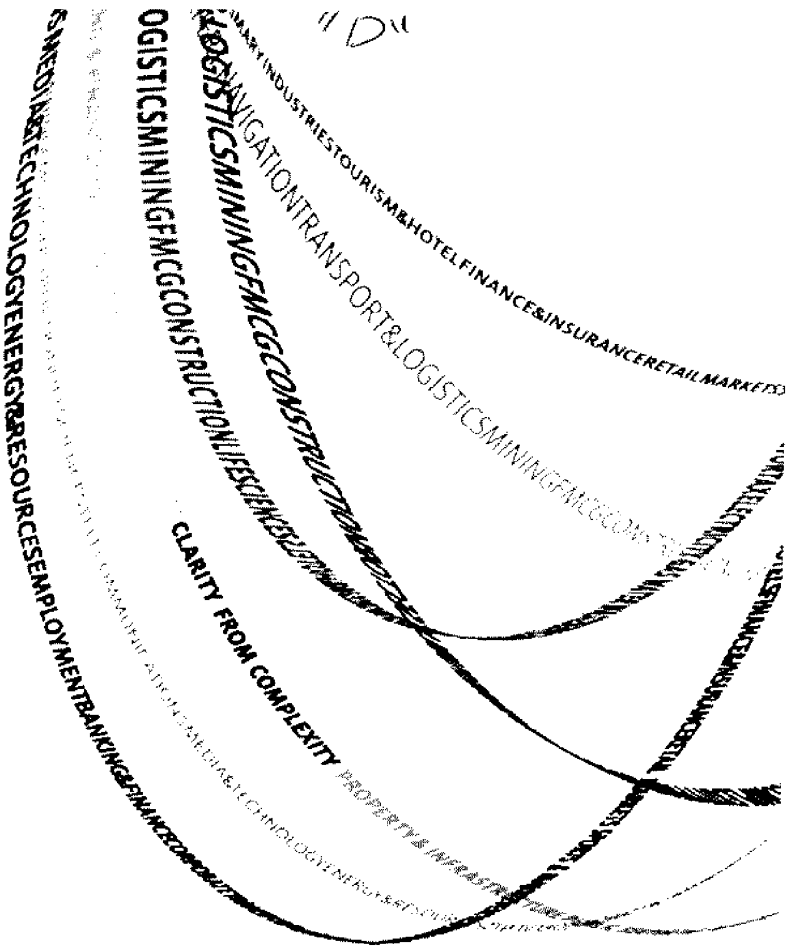
R. M. Zolop.

J Clearity J.P.
18 Wood St
Greytown 4/3/94

A Solicitor of the High Court of New Zealand

/wp42/kmm/norling.DEC4

"D"



ANNEXURE

This is the annexure marked **"D"** referred to in the annexed statutory declaration of Helen Sue McNaught declared at Featherston on 2 May 2019 before me:

Signature: R Burt JP

Solicitor of the High Court of New Zealand (or other person authorised to take a statutory declaration)

JUSTICE OF THE PEACE FOR NEW ZEALAND J.P.

Simpson Grierson

Land Status Report

South Wairarapa District Council
Lots 4 and 5 LT 527754
October 2018

BIDWILL AND BALFOUR STREETS GREYTOWN[1]

Area and current legal description:	Lot 4 LT 527754 (Bidwell Street) 0.3136 ha Lot 5 LT 527754 (Balfour Street) 0.2428 ha
Title status:	Nil. Fee simple land outside the Land Transfer Act 1952 (LTA 52) comprised in Deeds Index 18/150.
Registered Proprietor:	Pierce Cotter (deceased)
Interests:	Potentially subject to a right of way appurtenant to the adjoining titles pursuant to section 168 of the LTA 52.
Introduction:	We have been instructed to review the acquisition history of Bidwell Street and Balfour Street to determine if they are legal road.
Physical description and current use:	Bidwell Street and Balfour Street are located on the Featherston side of Greytown, north of State Highway 2 (Tauherenikau Road) with Balfour Street adjacent to South Street and Bidwell Street adjoining Pierce Street.
Property status:	Fee simple land outside the Land Transfer Act 1952 (LTA 52) comprised in Deeds Index 18/150, potentially subject to a right of way appurtenant to the adjoining titles pursuant to section 168 of the LTA 52.
Title acquisition history of adjoining Council Land:	Bidwell Street and Balfour Street are shown as road on the title diagrams for adjoining titles as follows: 1. Current CFR 774470 – issued in 2017 to South Wairarapa District Council • The title diagram attached to the CFR references the subject land as Balfour Street and Bidwell Street as 75 link (15 metre) wide roads. • This suggests that they had been excluded from the former parent land, which might indicate they were intended at some stage to be vested as road. Cancelled CFR 604993 – issued in 2012 to South Wairarapa District Council

1 Although referred to as "streets" and "road" we have concluded that the land is not legal road, but continue to describe the land as Bidwell Street and Balfour Street for convenience.

- The title diagram attached to the CFR references the subject land as Balfour Street and Bidwell Street as 75 link (15 metre) wide roads.
- This suggests that they had been excluded from the former parent land, which might indicate they were intended at some stage to be vested as road.

Cancelled CFR WN5A/1175 – issued in 1967 to The Trustees Executors and Agency Company of New Zealand Limited (with eventual transfer to The Mayor, Councillors and Citizens of the Borough of Greytown in 1976)

- The title diagram attached to the CFR references the subject land as Balfour Street and Bidwell Street as 75 link (15 metre) wide roads.
- This suggests that they had been excluded from the former parent land, which might indicate they were intended at some stage to be vested as road.

Cancelled CFR WN110/209– issued in 1901 to John Cotter pursuant to Application 3093 to bring land under the Land Transfer Act 1886

- The title diagram attached to the CFR references the subject land as Balfour Street and Bidwell Street.

Application 3093

- The application was made in 1901 by Joseph John Freeth and John Cotter.
- The land that was the subject of the application was delineated on Deeds Plan 55 (dated 1875), and excluded Bidwell Street and Balfour Street, which were shown laid out as roads on the plan.

2. Current CFR WN336/240 – issued in 1926 to Sam Haigh of Greytown, Farmer (Lots 40-42 Deeds Plan 55)

- The land was transferred or transmitted through a series of owners until it was ultimately transferred to the Council's predecessor "The Mayor, Councillors and Citizens of the Borough of Greytown" in May 1976, from Peter Barry Wendon and Lynne Marie Wendon.

Cancelled Deeds Index 32/88

- This records an original conveyance from Cotter to Holland in 1878 and traces ownership and various instruments until issue of WN336/240 in 1926.

3. Current CFR WN336/264 – issued in 1926 to Richard Alfred Wakelin of Greytown, Sawmiller (Lots 51-52 Deeds Plan 55)

- The land was transferred or transmitted through a series of owners until it was ultimately transferred to the Council's predecessor "The Mayor, Councillors and Citizens of the Borough of Greytown" in May 1976, from Peter Barry Wendon and Lynne Marie Wendon.

Cancelled Deeds Index 13/618

- This records an original conveyance from Cotter to Holland in 1877 and traces ownership from Holland to Wakelin until the issue of WN336/246 in 1926.

4. Current CFR 589504 – issued in 2012 to South Wairarapa District Council

Cancelled CFR WN5A/1175 – issued in 1967 to The Trustees Executors and Agency Company of New Zealand Limited (with eventual transfer to The Mayor, Councillors and Citizens of the Borough of Greytown in 1976)

- The title diagram attached to the CFR references the subject land as Balfour Street and Bidwell Street as 75 link (15 metre) wide roads.
- This suggests that they had been excluded from the former parent land, which might indicate they were intended at some stage to be vested as road.

Cancelled CFR WN110/209– issued in 1901 to John Cotter pursuant to Application 3093 to bring land under the Land Transfer Act 1886

- The title diagram attached to the CFR references the subject land as Balfour Street and Bidwell Street.

Application 3093

- The application was made in 1901 by Joseph John Freeth and John Cotter.
- The land that was the subject of the application was delineated on Deeds Plan 55 (dated 1875), and excluded

Bidwell Street and Balfour Street, which were shown laid out as roads on the plan.

Plan Acquisition History:

Deeds Plan 55

- This plan evidences building allotments in "Cotterville, Property of P Cotter Esq." and is dated 1875. The entire length of Bidwill Street and Balfour Street are shown as 75 links (15 metres) wide. The plan was deposited on 23 June 1876 and is in black and white. Therefore, no colour can be used to interpret the Imperial Survey Regulations for road that would have been in force at the time.

SO Plan 10620

- This plan defines and described Moroa Block. It is in poor condition, but is dated approximately 1880. It has endorsed on it details of applications for land by Pierce Cotter, being section 50 Moroa Block, as follows:
    - Application 2057: 400 + 20 acres
    - Application 2239: 1000 + 40 acres
    - Application 2346: 240 + 12 acres
    - Application 2393: 800 + 32 acres
- Survey plans often provided that the area firstly stated was land issuing for a certificate title, plus the reservation of land (often for roads). However, SO Plan 10620 does not define the parcel of land (or road) that is the subject of this report.

Plan A/2122

- This plan depicts part sections 44, 48 and 50 Moroa Block in Block XIII Tiffin Survey District and is dated 1886.
- It is black and white. Therefore, no colour can be used to interpret the Imperial Survey Regulations for road that would have been in force at the time.

DP 1187

- This plan depicts the "Cotters Estate" in the Borough of Greytown and is dated 1901.
- It shows Bidwill Street and Balfour Streets being 75 links (15 metres wide). They are pegged, named, and coloured burnt sienna on the plan. In terms of survey regulations in force in 101, that denotes that the roads were accepted as being

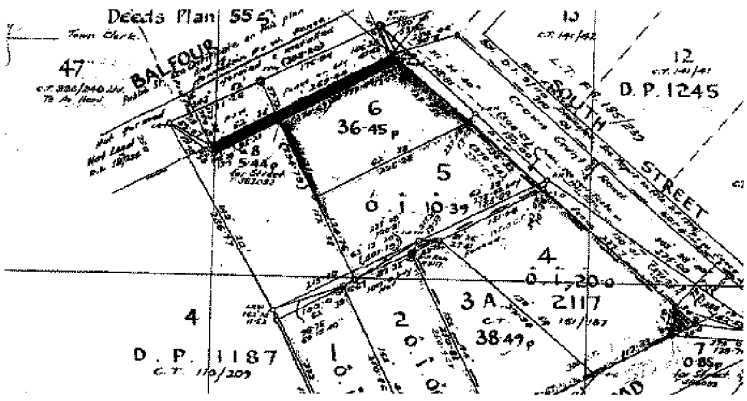
legal. This is an apparent conflict with later plan DP 77791, which is discussed below.

DP 17741A

- This plan depicts the subdivision of land including Pt Lot 2 DP 1187 and is dated 1954. It defines part of Balfour Street as road and states on the face of the plan:

  > *"In pursuance of a resolution of the Greytown Borough Council passed on the 22nd of November 1954 certifying that Balfour Street and .... Shown coloured burnt sienna on this plan is in use by the public, has had public monies spent on it, and is recognised as a public road...."*

- However, in our view the memorial does not refer to the current subject land, and its application is limited to that part of Balfour Street that intersects South Street on the plan. This is supported by the plan extract and notations shown below which confirm that only part of the length of Balfour Street was the subject of the certificate. In our opinion, this plan supports a conclusion that the part of Balfour Street currently described as Lot 5 LT 527754 is not legal road.



- The plan is black and white. Therefore, no colour can be used to interpret the relevant Survey Regulations for road that would have been in force at the time.

DP 17741

- This plan depicts the survey of part section 50 Moroa Block and is dated 1954. It is related to DP 17741A and depicts the same portion of Balfour Street as legal road.

DP 77791

- This plan depicts part of the land shown as Balfour Street on DP 1187 as part section 50 Moroa Block, and includes it in Lot 1 DP 77791 for the purposes of an application to bring the land under the LTA 52, that was made in 1993.
- The plan depicts the balance of Balfour Street (Lot 5 LT 527754 as part section 50 Moroa District, SO 10620, comprised in Deeds Index 18/150.
- Bidwill Street is labelled "Road", "Not Legal", "Not Formed".
- In our view, this plan supports a conclusion that Lot 5 LT 527754 was not accepted as legal road and continued to be part of Part Section 50, Moroa District, comprised in Deeds Index 18/150.

Previous Balfour Street application for Adverse Possession

Part of land that was previously included in the alignment of Balfour Street was the subject of an adverse possession application by neighbouring owners in 1993.

The application included a declaration from John Campbell Young, former Town Clerk of the Greytown Borough Council, which stated:

> *...several streets known as Cotter, Pierce and Balfour Streets were in fact not legalised. I recall being advised that the streets had been set aside under the Deeds Index System as street but were not legalised. Balfour Street in particular fell into this category and I was aware that Balfour Street was legal until it ended at the property owned by the late Mrs Matthews [being the properties now at 5 and 5A Balfour Street, Greytown (Lots 1 and 2 DP 403499)].*

There is nothing in the application to suggest that DP 1187 was considered to be evidence of road legality.

Legality as road

Statutory definitions

In our view Balfour Street and Bidwell Street do not meet the requirements for legal road under section 43 of the Government Roading Powers Act 1989, or section 315 of the Local Government Act 1974.

Under section 168 of the Land Transfer Act 1952, the deposit of a subdivision plan does not operate as an automatic dedication of

roads shown on the plan, but a right of way is appurtenant to all land in the subdivision, unless expressly excepted. Therefore, to the extent that Balfour Street and Bidwell Street are not legal road, they are likely to be subject to a right of way in favour of adjoining land. With the exception of Lots 1 and 2 DP 403999 and Lot 2 DP 67077, all adjoining land is owned by South Wairarapa District Council. Lots 1 and 2 DP 403999 have frontage to the legalised part of Balfour Street, and Lot 2 DP 67077 has frontage to the legalised part of Balfour Street and Pierce Street and have no practical need for a right of way.

Implied dedication

In the absence of formation of the roads or use by the public, in our view there is no basis to suggest that Balfour Street and Bidwell are subject to the doctrine of implied dedication.

Conclusion

The use of burnt sienna (commonly used to denote roads) on DP 1187, and subsequent titles and diagrams excluding Balfour Street and Bidwell Street suggest that they might have been legal road.

However, more recently DP 77791 provides evidence that the Chief Surveyor has accepted that they are not roads. In our view, DP 77791 is the best evidence of the status of the land and we consider that it is most likely that the land is fee simple land outside the LTA 52, comprised in Deeds Index 18/150 potentially subject to a right of way appurtenant to adjoining titles pursuant to section 168 of the LTA 52.

APPENDICES

Appendix 1	LT 527754
Appendix 2	CFR 774470
Appendix 3	CFR 604993
Appendix 4	CFR WN5A/1175
Appendix 5	CFR WN110/209
Appendix 6	Application 3093
Appendix 7	CFR WN336/240
Appendix 8	Deeds Index 32/88
Appendix 9	CFR WN336/246
Appendix 10	Deeds Index 13/618
Appendix 11	CFR 589504
Appendix 12	Deeds Plan 55
Appendix 13	SO Plan 10620
Appendix 914	Plan A/2122
Appendix 15	DP 1187
Appendix 16	DP 17741A
Appendix 17	DP 17741
Appendix 18	DP 77791
Appendix 19	Deeds Index 18/150

Landonline

Toitu te Land whenua Information New Zealand

Title Plan - LT 527754

Survey Number	LT 527754
Surveyor Reference	1210
Surveyor	Christopher Neil Galbreath
Survey Firm	Adamson Shaw (Masterton)
Surveyor Declaration	I Christopher Neil Galbreath, being a licensed cadastral surveyor, certify that: (a) this dataset provided by me and its related survey are accurate, correct and in accordance with the Cadastral Survey Act 2002 and the Rules for Cadastral Survey 2010, and (b)the survey was undertaken by me or under my personal direction. Declared on 16 Nov 2018 11:50 AM

Survey Details

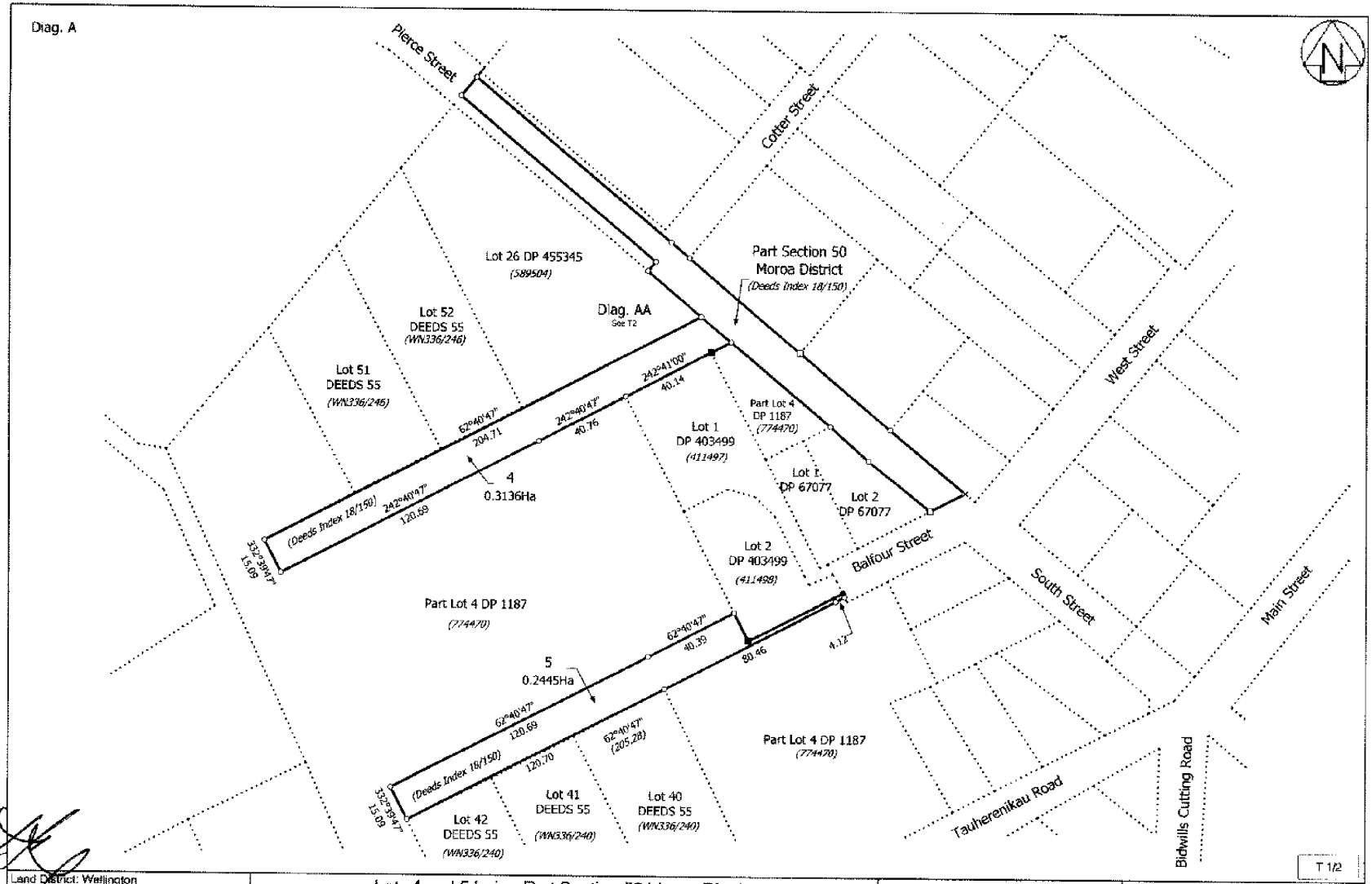
Dataset Description	Lots 4 and 5 being Part Section 50 Moroa District		
Status	Approved as to Survey		
Land District	Wellington	**Survey Class**	Class B
Submitted Date	16/11/2018	**Survey Approval Date**	19/11/2018
		Deposit Date	

Territorial Authorities

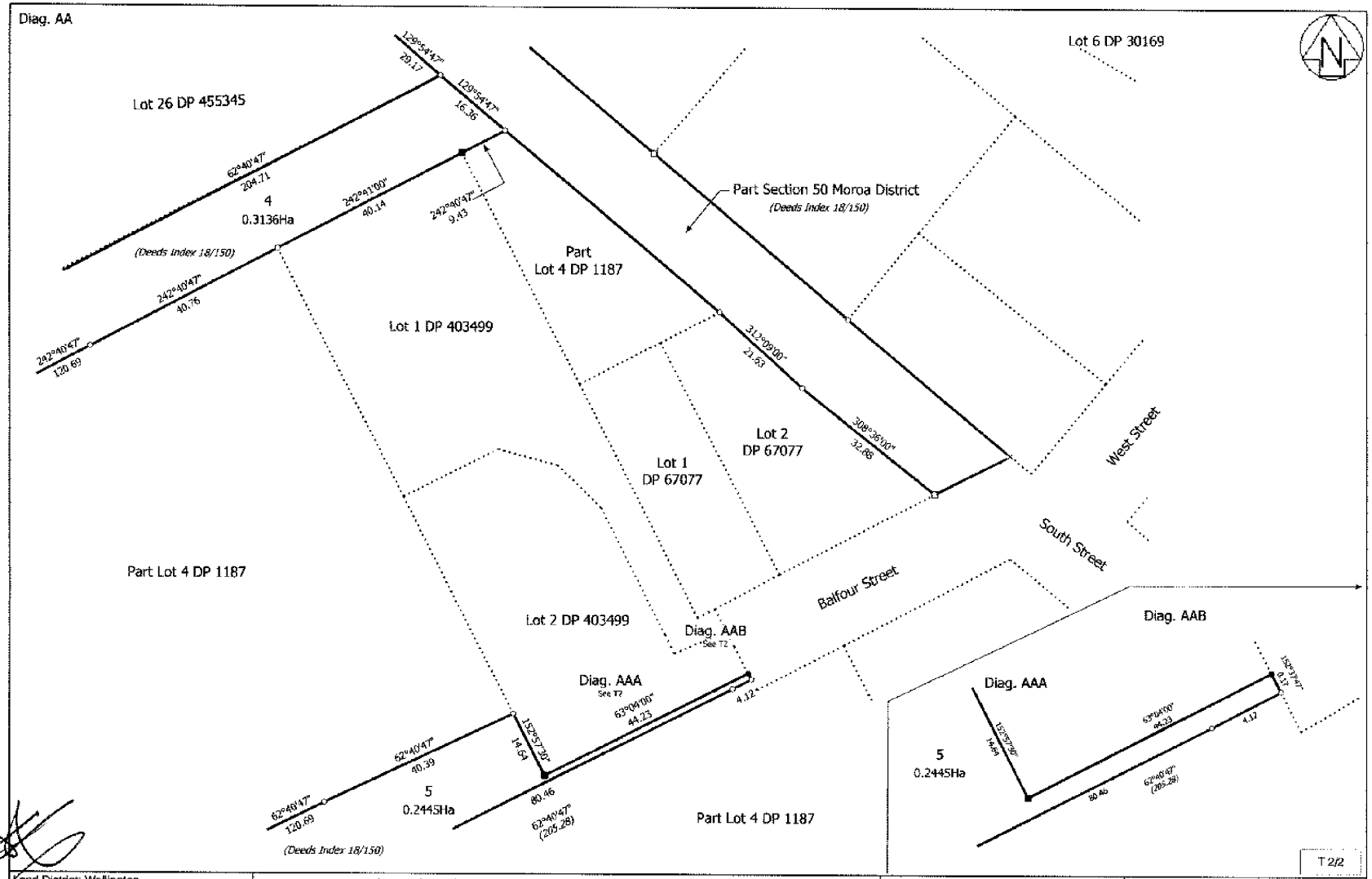
South Wairarapa District

Created Parcels

Parcels	Parcel Intent	Area	RT Reference
Lot 4 Deposited Plan 527754	Fee Simple Title	0.3136 Ha	
Lot 5 Deposited Plan 527754	Fee Simple Title	0.2445 Ha	
Part Section 50 Moroa District	Residue Parcel		
Total Area		0.5581 Ha	



Land District: Wellington Digitally Generated Plan Generated on: 19/11/2018 09:41am Page 2 of 3	Lots 4 and 5 being Part Section 50 Moroa District	Surveyor: Christopher Neil Galbreath Firm: Adamson Shaw (Masterton)	Title Plan LT 527754 Approved on: 19/11/2018



Land District: Wellington Digitally Generated Plan Generated on 19/11/2018 09:41am Page 3 of 3	Lots 4 and 5 being Part Section 50 Moroa District	Surveyor: Christopher Neil Galbreath Firm: Adamson Shaw (Masterton)	Title Plan LT 527754 Approved on: 19/11/2018

COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952

Historical Search Copy

R.W. Muir
Registrar-General
of Land

Identifier	**774470**
Land Registration District	**Wellington**
Date Issued	24 February 2017

Prior References
604993

Estate	Fee Simple
Area	3.6831 hectares more or less
Legal Description	Part Lot 4 Deposited Plan 1187 and Part Lot 4 Deposited Plan 1187 and Part Lot 4 Deposited Plan 1187

Original Proprietors
South Wairarapa District Council

Interests

COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952

Historical Search Copy

R.W. Muir
Registrar-General of Land

Identifier **604993**
Land Registration District **Wellington**
Date Issued 12 December 2012

Cancelled

Prior References
WN5A/1175

Estate	Fee Simple
Area	3.9866 hectares more or less
Legal Description	Part Lot 4 Deposited Plan 1187 and Part Lot 4 Deposited Plan 1187 and Part Lot 4 Deposited Plan 1187 and Part Lot 4 Deposited Plan 1187

Original Proprietors
South Wairarapa District Council

Interests

10681304.1 Certificate pursuant to Section 226 Resource Management Act 1991 (affects DP 1187) - 24.2.2017 at 4:20 pm

10681304.2 CTs issued - 24.2.2017 at 4:20 pm

Legal Description	**Title**
Part Lot 4 Deposited Plan 1187	774469
Part Lot 4 Deposited Plan 1187 and Part Lot 4 Deposited Plan 1187 and Part Lot 4 Deposited Plan 1187	774470

CANCELLED

COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952

Historical Search Copy

R.W. Muir
Registrar-General of Land

Identifier **WN5A/1175**
Land Registration District **Wellington**
Date Issued 13 September 1967

Cancelled

Prior References
WN110/209

Estate	Fee Simple
Area	5.2689 hectares more or less
Legal Description	Part Lot 4 Deposited Plan 1187

Original Proprietors
The Greytown Borough Council

Interests

9228725.1 Change of Name of The Greytown Borough Council to South Wairarapa District Council - 26.11.2012 at 12:49 pm

Lots 23 and 24 DP 455345 are vested in the South Wairarapa District Council as road pursuant to Section 238 Resource Management Act 1991

9264576.3 CTs issued - 12.12.2012 at 2:16 pm

Legal Description	Title
Lot 25 Deposited Plan 455345	589503
Lot 26 Deposited Plan 455345	589504
Part Lot 4 Deposited Plan 1187 and Part Lot 4 Deposited Plan 1187 and Part Lot 4 Deposited Plan 1187 and Part Lot 4 Deposited Plan 1187	604993

CANCELLED

Identifier WN5A/1175

References
Prior C/T. 110/209

Transfer No. 721267
N/C. Order No.

Land and Deeds 59

No. 5A/1175

REGISTER

CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT

This Certificate dated the 13th day of September one thousand nine hundred and sixty-seven under the seal of the District Land Registrar of the Land Registration District of WELLINGTON

WITNESSETH that THE TRUSTEES EXECUTORS AND AGENCY COMPANY OF NEW ZEALAND LIMITED at Dunedin

is seised of an estate in fee-simple (subject to such reservations, restrictions, encumbrances, liens, and interests as are notified by memorial underwritten or endorsed hereon) in the land hereinafter described, delineated with bold black lines on the plan hereon, be the several admeasurements a little more or less, that is to say: All that parcel of land containing 13 ACRES 3.14 PERCHES more or less situate in the Borough of Greytown being part Section 50 Moroa Block and being also part Lot 4 on Deposited Plan 1167.

DISTRICT LAND REGISTRAR WELLINGTON

Assistant and Registrar

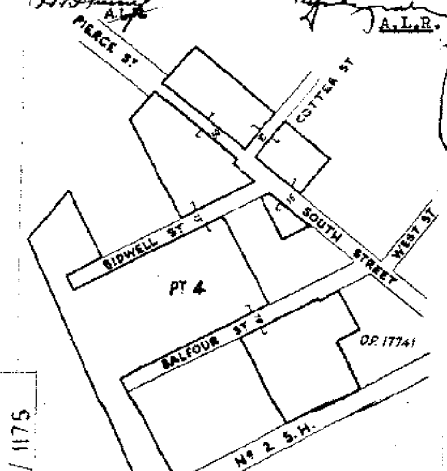
Mortgage 721268 to The Hereford Investment Company Limited - 13.9.1967 at 10.19a.m.
A.L.R.

DISCHARGED 721270 to The Hereford Investment Company Limited - 13.9.1967 at 10.23a.m.
A.L.R.

Mortgage 750996 to The State Advances Corporation - 11.7.1968 at 2.15 p.m.
A.L.R.

No. 879258 Evidence of the change of name of the Mortgagee in Mortgage 721268 to Trustees Executors Investments Limited - 13.7.1971 at 2.30 p m
A.L.R.

No. 879258 Evidence of the change of name of the Mortgagee in Mortgage 721270 to Trustees Executors Investments Limited - 13.7.1971 at 2.30 p m
A.L.R.



Transfer 988061 to Peter Barry Wenden of Greytown, Farmer, and Lynne Marie Wenden, his wife, as tenants in common in equal shares - 27.7.1975 at 10.45 o'c.
A.L.R.

DISCHARGED 988063 to [illegible] - 27.7.1975 at 10.45 o'c.
A.L.R.

Mortgage [illegible] to Brian Henry [illegible] - 31.[illegible].1976
A.L.R.

Scale: 1 inch = 5chns
Total: 13-0-03.14

-OVER-

Register copy for L. & D. 60, 71, 72

No. 5A/1175

Identifier WN5A/1175

C.T. 5A/1175

Mortgages C988083 and C988084 are discharged as to the within land. See Documents 146187.1 and 146187.2 - 5.7.1976 at 11.17 a.m.

A.L.R.

Transfer 146187.3 to The Mayor, Councillors and Citizens of the Borough of Greytown - 5.7.1976 at 9.47 a.m.

A.L.R.

REGISTER

NEW ZEALAND.

[Form B.

Reference: Vol. , folio / Transfer No.

Register-book, Vol. 110, folio 209

Application 3493

CANCELLED

CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT.

This Certificate, dated the Eighth day of August, one thousand nine hundred and one, under the hand and seal of the District Land Registrar of the Land Registration District of Wellington, Witnesseth that John Cotter of Greytown Shopkeeper

is seised of an estate in fee-simple (subject to such reservations, restrictions, encumbrances, liens, and interests as are notified by memorial underwritten or indorsed hereon; subject also to any existing right of the Crown to take and lay off roads under the provisions of any Act of the General Assembly of New Zealand) in the land hereinafter described, as the same is delineated by the plan hereon, bordered red, be the several admeasurements a little more or less, that is to say: All that parcel of land containing Twenty acres fifteen perches and seventeen tenths do more or less being Lots 17, 21, 26, 27, 29, 43, 44, 45, 46, 47, 48, 50 & 53 on Township of Greytown being Lot 4 on Reparata's plan No 1187

WELLINGTON DISTRICT LAND REGISTRAR

W. Stewart

District Land Registrar

Transfer 55785 produced 14th August 1906 at 2.40 pm from Cotter to Sam Haigh of Greytown Butcher W. Stewart

Mortgage 84084 produced 15th May 1907 at 3.45 pm from Haigh to James George Hamilton Bank

DISCHARGED

Mortgage 84084 produced 16th November 1908 at 11.45 am from Sam Haigh to The Permanent Investment and Loan Association of Wellington

DISCHARGED

Transmission 112063 to the Public Trustee. Entered 2nd October 1916 at 12.50 pm

Affects Mortgage 58008

Mortgage 115733 produced 9th May 1918 at 11.45 am from Sam Haigh to The Permanent Investment and Loan Association of Wellington

DISCHARGED

Mortgage 115734 produced 9th May 1918 at 11.45 am from Sam Haigh to The Permanent Investment and Loan Association of Wellington

DISCHARGED

PRODUCED

Mortgage 152191 produced 2nd March 1925 at 2.40 pm from Sam Haigh to The Permanent Investment and Loan Association of Wellington

DISCHARGED

PRODUCED

M84084

P 1165 (M 55005)

M115733

M115734

DM58008

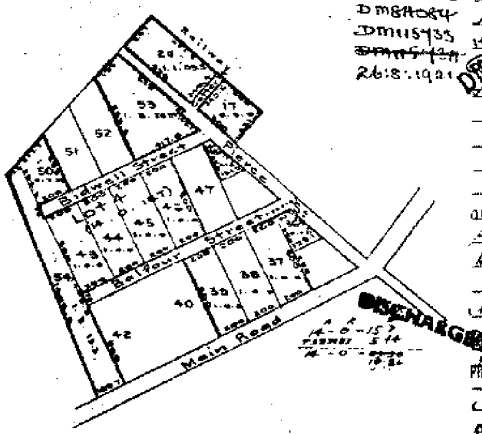
DM84084

DM115733

DM115734

26.8.1921

Alm 1972-1



Scale 5 chains to an inch

CONTINUED

(over)

REGISTER

110/209

DISCHARGED Mortgage 158192 produced 2nd March 1925 at William Haigh to James Thomson. F W Richmond C.L.R.

DISCHARGED Mortgage 179774 produced 20th July 1927 at Arthur Moffat Haigh to James Stephen Garrity and Frederick Thomson. DISCHARGE PRODUCED 31-8-1950 A.L.R.

DISCHARGED Transmission 29036 of Mortgage 158192 to The Trustees Executors and Agency Co. of New Zealand Ltd. entered 20th July 1927 at 10.19 am. DISCHARGE

Transmission 29080 to Arthur Moffat Haigh of Greytown farmer as Executor Entered 28th January 1936 at 2.58 pm.

DISCHARGED Variation of Mortgage 179774 produced 6th March 1954 at 11.20 am.

Transfer 221577 Arthur Moffatt Haigh to George William Brattin Garrity, James Thomas Garrity and Cecil Samuel Garrity all of Greytown farmers as tenants in common in equal shares. Produced 31st August 1950 at 10.12 am.

Transfer 383083 Dedication of Lot 8 Plan 17741 by the registered proprietors as and for a public road produced 29th April 1955 at 11.26 am.

Transfer 383084 of Lot 2 Plan 17741 the right of proprietors to Frederick Benjamin Howard produced 29th April 1955 at 11.27 am. Vol 652 fol 92

O.C.O. 19636 9-5-1955 } Cancelled as to Lots 1, 5, and 6 Plan 17741 ~~(Terry Gardiner)~~ Second C.T. Vol 652 fol 91

Transmission 689608 of the share of James Thomas Garrity in balance to Robert Bruce Garrity of Auckland Bank Officer, Maxwell James Garrity of Dunedin Divinity Student and John Charles Garrity of Greytown Farmer, as executors - 7.10.1966 at 10.00

Transfer 721267 of balance to The Trustees Executors and Agency Company of New Zealand Limited - 13.9.1967 at 10.16 am. C.T. 58/175 issued

CERTIFICATE OF TITLE.

Vol. , folio

CANCELLED

~~New Zealand.~~

SIONS OF THE ACT.

[1] Name in full, with residence and occupation

[2] Or "on behalf of" that he is "

[3] Here state whether of miscellaneous or of a life estate, and whether held in trust

[4] Here state the situation

We Joseph John Trask of New Plymouth, in the Province of Taranaki Settler and John Cotter of Greytown North Farmer do declare that ~~I am~~ we are seized of an estate of freehold [illegible] as Executors and Trustees of the Will of Thomas Cotter late of Greytown North Farmer Deceased in all that piece of land situated in the Provincial District of Wellington

[5] Here state the area, exclusive of roads intersecting the same, if any

containing [illegible]

[6] Here state rights of way and other privileges or easements appertaining and set forth a sufficient description to identify the land

be the same a little more or less, with all the appurtenances thereunto belonging or appertaining being Firstly Sections 43, 44, 47, 48, 50 and 59 on the plan of the Moera Village (except so much of the said Section 50 as is included in two plans deposited in the Deeds Register Office at Wellington as No. 38 and 55 and also excepting so much of the said Section as is included in a Proclamation filed in the said Office as No. 9. Secondly portions of the said Section 50 on the plan of the Moera Village and being Lots 17 [illegible] 36, 37, 38, 39, 43 44, 45, 46, 48, 50, and 53 on the subdivisional plans of parts of the said Sections deposited in the said Office as No. 38 and 55 [illegible] Thirdly sections 15 17, 26 27, 35, 36, 37, 90 91, 92 and Part Section 18 on the plan of the Greytown Small Farm Settlement excepting out of Sec 15 that portion containing 3 acres more or less conveyed to the Greytown Borough formal by Deed of Conveyance dated the 2nd day of Sept 1895 registered No 68578 as the same parcel of land is delineated on the Survey plan lodged herewith and therein coloured

Lyg Survey by Mr Frame JMC 10/7/1911

[7] Here state the present value of the land, with all improvements

which piece of land is of the value of Thirteen thousand pounds — and no more, and comprises

[8] Town allotment or country section, or is part of the town allotment, country section, or reserve

the Sections or parts of the Sections originally granted to the several persons named in the second schedule hereto by the Grants enumerated in the said second schedule hereto

~~by grant dated the day of one thousand~~

[9] Township or county

~~hundred and~~ , numbered as above in the plan of the Moera Village Greytown Small Farm Settlement as delineated on the public maps of the Province deposited in the Office of the Chief Surveyor at Wellington

And we do further declare that ~~I am~~ we are not aware of any mortgage, encumbrance, or claim affecting the said land, or that any person hath any claim, estate, or interest in the said land, at law or in equity, in possession or in expectancy, other than is set forth and stated as follows, that is to say —" (1) The Public Trustee [illegible] under Deed of Mortgage dated the 18th day of August 1897 registered in the Deeds Register Office No. 72908 and [illegible] (2) The said John Cotter [illegible] under Contract for sale of the said land [illegible] Agreement made by purchase [illegible] under the Will of the said Thomas Cotter [illegible] the said John Cotter dated the 24th day of April 190[illegible] [illegible] the Public Trustee (3) [illegible] under Contract for sale of part of the said land [illegible] dated the 28 January 190[illegible]

[10] Here state particulars of mortgages, encumbrances, dower, or other interest to which the land may be subject

11 Here state name and description of occupier, or that the land is unoccupied

12 Here state the names and addresses of owners and occupiers of land contiguous thereto.

And We further declare that there is no person in possession or occupation of the said lands adversely to ~~my~~ our estate or interest therein, and that the said land is now[11] in the occupation of the said John Fowler and that the names and addresses of the owners of the lands contiguous thereto are Henry ~~[illegible]~~ Jonathan, John Judd Senr, Samuel Haigh, Robert Wall, Wiggins Mrs, Harry Hawk, Harry Robinson, George Wilkie, Henry Humphries, Thomas Kempton, Elizabeth Miller, all of Greytown North Tyer of Ballinan Greytown North Williams Jury of Tauherenikau Greytown North, John Hodder of Tauherenikau aforesaid, Andrew Anderson of Woodside Greytown North and Charles Elgar of Featherston and that there are no deeds or instruments of title affecting such land in ~~my~~ our possession or under my control, other than those enumerated in the ^foot^ Schedule hereto or at the foot hereof. And ~~I~~ we make this solemn declaration conscientiously believing the same to be true.

TWO SHILLINGS AND SIXPENCE

TWO SHILLINGS AND SIXPENCE

Dated at Wellington this 15th day of February 1901

Joseph J. Freeth
John Fowler

Made and subscribed by the above named Joseph John Freeth and John Fowler this 15th day of February 1901, in the presence of me[13]

H. D. Chapman
a Solicitor of the Supreme Court of New Zealand

13 This declaration must be made before [illegible] or a Notary

---

We Joseph John Freeth and John Fowler the above declarants do hereby apply to have the piece of land described in the above declaration brought under the provisions of "The Land Transfer Act, 1885." and direct that the Certificate or Certificates of Title for the said land shall be issued in the name of John Fowler, and in such subdivisions as he shall direct

Dated at Wellington this 15th day of February 1901

Signatures of Applicants Joseph J. Freeth
John Fowler

Witness to signatures of both applicants
H. D. Chapman
Solicitor
Wellington

20 July 1894
Crown Gran
Mortgage
Reconveyan
Crown Gran
Grant
Conveyance
Mortgage
Reconveyan
Deposit
Crown Grant
Conveyance
Crown Grant
Mortgage
Conveyan
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Mortgage
Conveyance
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Crown Grant
Mortgage
Reconveyan
Mortgage
Reconveyan
Conveyance
Crown Gra

11 Here state name and description of occupier, or that the land is unoccupied

12 Here state the names and addresses of owners and occupiers of land contiguous thereto

And We further declare that there is no person in possession or occupation of the said lands adversely to my estate or interest therein, and that the said land is now in the occupation of the said John Cotter and that the names and addresses of the owners of the land contiguous thereto are Henry Humphreys Jackson, John Judd Jun., Samuel Haigh, Robert Wall, Wiggins Rees, Henry Hawke, Henry Robinson, George Wilkie, Henry Humphreys, Norman Kempton, Reginald Holder, all of Greytown North, Tyer of Featherston Greytown North, William Jones of Featherston Greytown North, John Thorpe of Featherston Greytown, Andrew Anderson of Greytown North and Charles Elgar of Featherston

and that there are no deeds or instruments of title affecting such land in my possession or under my control, other than those enumerated in the Schedule hereto or at the foot hereof. And I make this solemn declaration conscientiously believing the same to be true.

Dated at Wellington this 15th day of February 1901.

H H Jackson	Greytown	✓
J Judd	"	✓
S Haigh	"	✓
R Wall	"	✓
Wiggins Rees	"	✓
H Hawke	"	✓
H Robinson	"	✓
G Wilkie	"	✓
H Humphreys	"	✓
N Kempton	"	✓
Wm Wilkinson	Featherston	✓
J Holder	"	✓
C Elgar	"	✓
A Anderson	Greytown	✓
Mrs E Cotter	Featherston	✓

75

Signature of Applicants Joseph J Cotter
John Cotter

Witness to signatures of both applicants
H B Chapman
Solicitor
Wellington

20 July 1894
from Gra
"
Mortgage
Reconveyance
from Gra
Mortgage
Reconveyance
from Gra
Conveyance
Mortgage
Reconveyance
Discharge
from Gra
"
Conveyance
"
Mortgage
Conveyance
from Gra
Conveyance
from Gra
Conveyance
from Gra
Mortgage
Conveyance
from Gra
Conveyance
from Gra
Mortgage
Reconveyance
Mortgage
Reconveyance
Conveyance
"
from Gra

The First Schedule referred to

20 July 1894 - Probate of the Will of Peter Cotter deceased Reg. No. 67906
from Grant to Wm Cooper of Sec 43 Manoa Block (Note) This land is subject to the mortgage
" to Peter Cotter of Sec 44 Manoa Block reg. No. 7946 Destroyed
Mortgage Cotter to Jamieson reg. No. 23542 Discharged
Reconveyance Jamieson to Cotter " 33004 Discharged
from Grant to Peter Cotter of Sec 47 Manoa Block No. 7944 Destroyed
Mortgage Cotter to Jamieson No. 15583 Discharged
Reconveyance Jamieson to Cotter 32010 Destroyed
from Grant to Charles Wynne of Sec 48 Manoa Block No. 6140 Destroyed
Conveyance Wynne to Cotter No. 5892 Destroyed
Mortgage Cotter to Lowe No. 15636 Destroyed
Reconveyance Lowe to Cotter 29030 Destroyed
Export Receipt No. 2676 for from Grant to Peter Cotter of Sec 50 Manoa Block
from Grant to Peter Cotter of Sec 59 Manoa Block No. 7945 Destroyed
" to John Stanley of Secs 26 and 92 Greytown S.F.S. Grant No. 341
Conveyance Stanley to Barnett No. 8733 Destroyed
" Barnett to Whatten No. 8734 Destroyed
" Whatten to Cotter 16012 Destroyed
from Grant to D. Barnett of Sec 27 Greytown S.F.S. No. 24185 Destroyed
" to A. Gilbert of Sec 35 " " " 31152 Destroyed
Mortgage Gilbert to Hart No. 1282 Destroyed
Conveyance Hart to Cotter 1283
from Grant to F. Bills of Sec 36 Greytown S.F.S. No. 1521 Destroyed
Conveyance Bills to Gilbert No. 1281 Destroyed
from Grant to J. Cooper of Sec 37 Greytown S.F.S. No. 68318 Destroyed
Conveyance Cooper to Cotter No. 35803 Destroyed
from Grant to Henry Delion of Sec. 90 " " " 2647
Mortgage Delion to Hart No. 769 Destroyed
Conveyance Hart to Cotter 2648 Destroyed
from Grant to Geo. Gamman of Sec. 91 " Destroyed 35804
Conveyance Gamman to Cooper No. 35802 Destroyed
from Grant to W. Cooper of Sec. 15 " " 2265
Mortgage B. Hanff & R.G. Hanff to Udy No. 4574 Destroyed
Reconveyance Udy to R.G. Hanff " 1769 Destroyed
Mortgage Hanff to Mutual Investment Soc. No. 17770 Discharged
Reconveyance Mutual Investment Soc. to Hanff No. 17592 Destroyed
Conveyance Joseph to Cotter No. 23864 Destroyed
" Bishop of Wellington to Cotter No. 24441
from Grant to Richard Kelly of Sec 17 Greytown S.F.S. No. 1985

First Schedule (continued)

Power Grant to Henry Phelps of Sec 18 Bayfarm S.F.S. No 2264
Mortgage Hamp. to Trustees Jacob & Esther Payment Jacob of Wellington
No 2973 [illegible] thereon
Reconveyance Trustees L.S.D. P Bay to Hamp No 4466
Copy Order of Supreme Court giving Trustees leave to sell to Potter
Declaration by John Potter as Sec 43 Manoa Block
" " John Judd " "
Mortgage to the Public Trustee No 7290

The second Schedule referred to

19 June 1867	Power	Grant	to	Pierce	Potter	No 7946
" "	"	"		"	"	7944
12 April 1886	"	"	"	Charles	Brown	6140
19 June 1867	"	"	"	Pierce	Potter	7943
" "	"	"	"	"	"	7945
10 Feby 1879	"	"	"	John C	Hartley	34186
" "	"	"	"	David	Barratt	34185
8 Decr 1855	"	"	"	A	Gebert	31152
" " "	"	"	"	G	Bills	1521
" " "	"	"	"	J	Cooper	68318
" " "	"	"	"	H	Dalton	2647
21 Aug 1879	"	"	"	Geo	Gammon	35804
8 Dec 1855	"	"	"	W.	Cooking	2265
" " "	"	"	"	R	Kelly	1985
" " "	"	"	"	H	Phelps	2264
19 June 1867	"	"	"	W.	Cooper	(unregistered)

Judd J. Fritts
Police Office

NOTICE is hereby given that the several parcels of land hereinafter described will be brought under the provisions of "The Land Transfer Act, 1885," unless caveats be lodged forwarding the same on or before the 27th day of July, 1901.

2788. JAMES GRIFFIN, ALEXANDER HUGH GRIFFIN, and NEIL SHALL.—100 acres 1 rood, parts of Sections 48 and 49, Ruapehu District. Occupied by Applicants.

2789. WILLIAM KENDALL.—3 roods 8 perches, part of Section 16, Right Bank, Wanganui River. Occupied by Hugh Corrigan as Tenant.

2790. JOSEPH JOHN FAWCETT [illegible] Section 50, known as Lots 17, 26, 40, 41, 42, 43, 44, 45, 46, 48, 50, 52, and 54, Township of Cottarville, and also Sections 12, 17, 24, 27, 28, 29, 30, 31, and parts of Sections 13 and 23, Greytown Small-farm Settlement. Occupied by John Cotter.

2791. ELIZABETH DAVIES.—30 perches, with right-of-way, per. Suburban Section 32, Town of Wanganui. Occupied by William Tiller.

2792. EUPHEMIA HOGG.—40 perches, with right-of-way, part Suburban Section 72, Town of Wanganui. Occupied by Charles Halligan.

2793. ALFRED HOUSLAUX.—19¼ perches, part Section 2, Kaiwarra District (Wadestown). Occupied by Applicant.

2794. WILLIAM SIGNAL.—18¼ perches, part Section 864, City of Wellington. Occupied by Applicant.

Diagrams may be inspected at this office.

Dated this 24th day of June, 1901, at the Land's Registry Office, Wellington.

W. STUART,
District Land Registrar.

$11

20 July 1894
from Grant
"
Mortgage
Reconveyance
from Grant
Mortgage
Reconveyance
from Grant
Conveyance
Mortgage
Reconveyance
Caveat Rem
from Grant
"
Conveyance
"
"
from Grant
"
Mortgage
Conveyance Hart to Cotter 1283
from Grant to F Bills of Sec 36 Greytown S.F.S. N° 1521
Conveyance Bills to Gilliland N° 1281
from Grant to J. Cooper of Sec. 37 Greytown S.F.S. N° 68318
Conveyance Cooper to Cotter N° 35803
from Grant to Henry Nelson of Sec 90 " " 2647
Mortgage Nelson to Hart N° 769
Conveyance Hart to Cotter 2648
from Grant to Geo: Gamman of Sec. 91 " 35804
Conveyance Gamman to Cooper N° 35802
from Grant to W Coulfing of Sec. 15 " 2265
Mortgage W Hamp to R.G. Hamp to Udy N° 4574
Reconveyance Udy to R.G. Hamp " 10769
Mortgage Hamp to Mutual Investment Soc N° 10770
Reconveyance Mutual Investment Soc to Hamp N° 17592
Conveyance Joseph to Cotter N° 22864
" Bishop of Wellington to Cotter N° 24441
from Grant to Richard Kelly of Sec 17 Greytown S.F.S. N° 1985

N° 67966
Destroyed
Destroyed
Destroyed
Destroyed
from Block
Gilliland N° 344
Destroyed
Destroyed
Destroyed
Destroyed
Destroyed
Destroyed
Destroyed
Destroyed
Destroyed
Destroyed
Destroyed
Destroyed
Destroyed

~~SCHEDULE REFERRED~~ TO.

The Public Trustee of the Colony of New Zealand hereby consents to the foregoing application without prejudice however to the rights remedies of the Public Trustee under the above mentioned Deed of Mortgage No. 72908

Dated this sixteenth day of February 1901

Signed by Joseph William Poynton Public Trustee and sealed with the Seal of the Public Trust Office in the presence of

N. B. Chapman
Solicitor
Wellington

Poynton
Public Trust

Rec. Mtge No. 72908
by Jones
for publication
15. 7. 07.

The application is correct for the purposes of the Land Transfer Act

14 Signature of Applicant, Licensed Land Broker, or Solicitor

CAUTION.—Any person falsely or negligently certifying as above is liable to a penalty of £50 (See Section 188 of "The Land Transfer Act, 1908."

CAUTION.—By Section 200 of the said Act any person who fraudulently procures, assists in fraudulently procuring, or is privy to the fraudulent procurement of any certificate of title, is declared guilty of a misdemeanour, and liable to a penalty not exceeding £500, or imprisonment not exceeding three years; and any certificate of title thereby procured is rendered void as between all parties or privies to the fraud.

No. 3092

Application from Head Office

Re

Credited

BELL GULLY & BELL, Solicitors, Wellington.

Plan 3/129

110/211

Mrs M. Jackson	Greytown	Shopkeeper	owner occupier
Andrew Anderson	Woodside	"	"
Henry Judd	"	"	occupier
Mrs Elizabeth Trotter	Greytown	Settler	owner occupier
Samuel Hipf	"	Settler	"
John Judd	"	Farmer	"
Robert Hall	"	Settler	"
George Wiggins	"	"	owner
Wiggins Bros	"	Farmers	occupiers
Mrs Eliza Hawke	"	Settler	owner occupier
John Wilkie	"	"	owner
Henry Robinson	"	Farmer	occupier
George Wilkie	"	Farmer	occupier
Trustees of Eliza Greenwood		—	owner
Mrs Mary Humphries	Greytown	Settler	owner
Henry Humphries	"	Carpenter	occupier
Thomas Rempton	"	Farmer	owner occupier
Roman Catholic Cemetery Trust (Water Supply)	Greytown		
Greytown Cemetery Trust	"	"	
W J Kirk	Tauherenikau	Farmer	owner occupier
Charles Cram	Martinborough	Retired	"
Wellington School Commissioners (Mr Tom Guy Wolf)			
Alexander Macey Wilkinson	Tauherenikau	Farmer	occupier
John Thomas Mordan	Tauherenikau	Farmer	"
Charles Elgar	Featherston	Shopkeeper	owner occupier
Railway Department			
Mayor Carterton	Martinborough	Borough	

GRB

Stewart C Do	Kidderminster	
Richard Bright	Keyston	Blackmoor
Henry Dean	Ebbetsham	Ebbetsham
S H Tillman	Keyston	Kimbolton

H.H.Jackson	Stonestead	Greytown.
John Judd Senr.		Greytown.
Sam Haigh		Greytown.
Robt. Wall		Greytown.
Wiggins Bros.		"
Harry Hawke		"
Harry Robinson		"
George Wilkie		"
Henry Humphries.		"
Thomas Kempton		"
Mr Syer	Eatrerpen	"
Mrs Wilkinson Senr.	Tauhereinkau	Greytown.
John Hodder	"	"
Chas. Elgar		Featherston.
Anders Andersen.	Woodside.	Greytown.
Mrs Elizabeth Trotter		"

CHAPMAN AND TRIPP, BARRISTERS & SOLICITORS
MARTIN CHAPMAN.
GERARD TRIPP.
TELEPHONE No. 58.
12, BRANDON STREET,
WELLINGTON, N.Z.

August 9 1901

The District Land Registrar
Wellington

Sir

F. H. Jackson to J. Cotter
Mortgage of Sections 47 48 & 50
Moroa Block

Please hand this second Mortgage when registered to Messrs Bell Gully & Co, Solicitors on behalf of the Mr Cotter the Mortgagor

Chapman & Tripp

COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952
Limited as to Parcels

Search Copy

R.W. Muir
Registrar-General
of Land

Identifier	**WN336/240**
Land Registration District	**Wellington**
Date Issued	02 June 1926

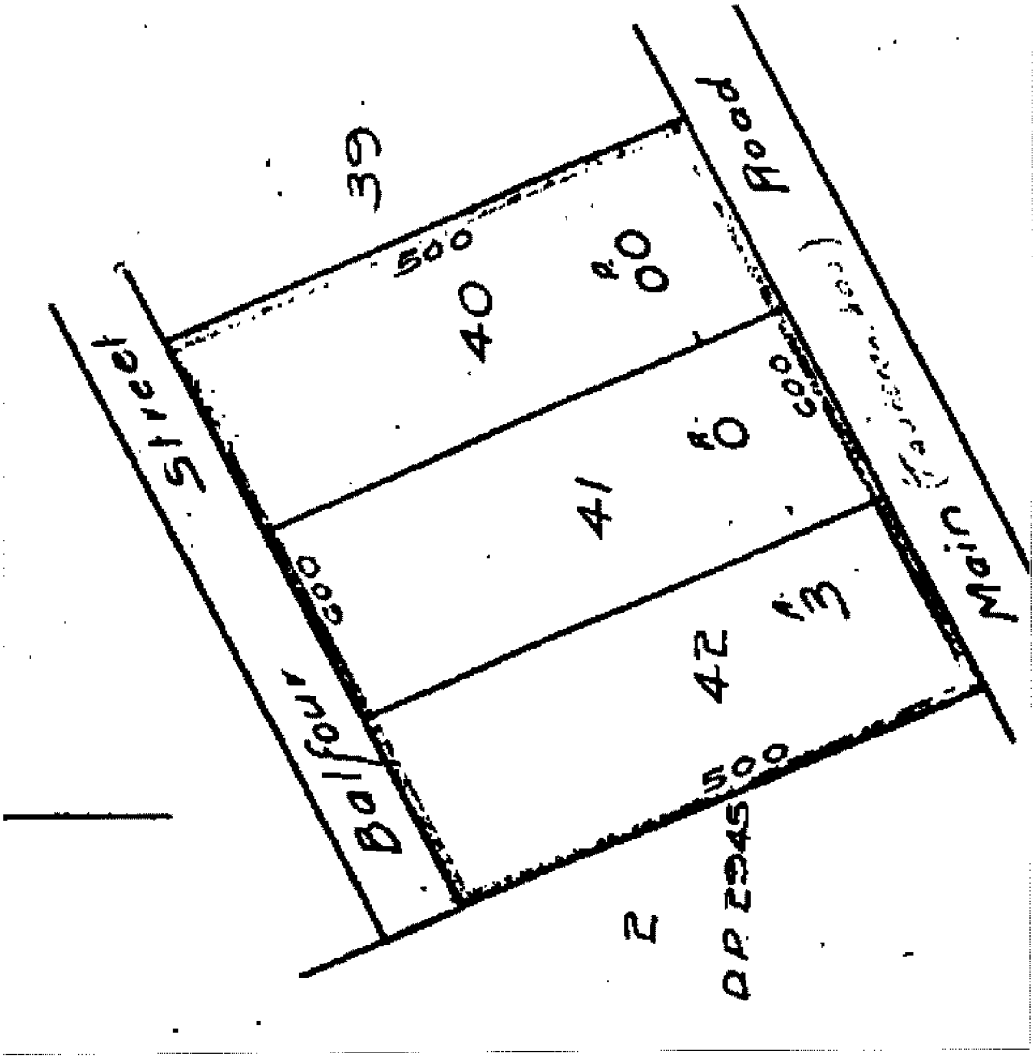
Prior References
DI 32/88

Estate	Fee Simple
Area	1.2141 hectares more or less
Legal Description	Lot 40-42 Deeds Plan 55

Proprietors
South Wairarapa District Council

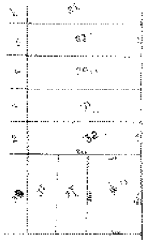
Interests

Identifier **WN336/240**



87 Map 84 Ch Northerton Block Section No 239

Number.	Receipt of Instrument.	Nature of Instrument.	PARTIES.	Date of Instrument.	Where Recorded.	Reference.	Signature.
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]



Map 84 Ch Northerton Block Section No 50 88

Number.	Receipt of Instrument.	Nature of Instrument.	PARTIES.	Date of Instrument.	Where Recorded.	Reference.	Signature.
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952
Limited as to Parcels

Search Copy

R.W. Muir
Registrar-General
of Land

Identifier	**WN336/246**
Land Registration District	**Wellington**
Date Issued	02 June 1926

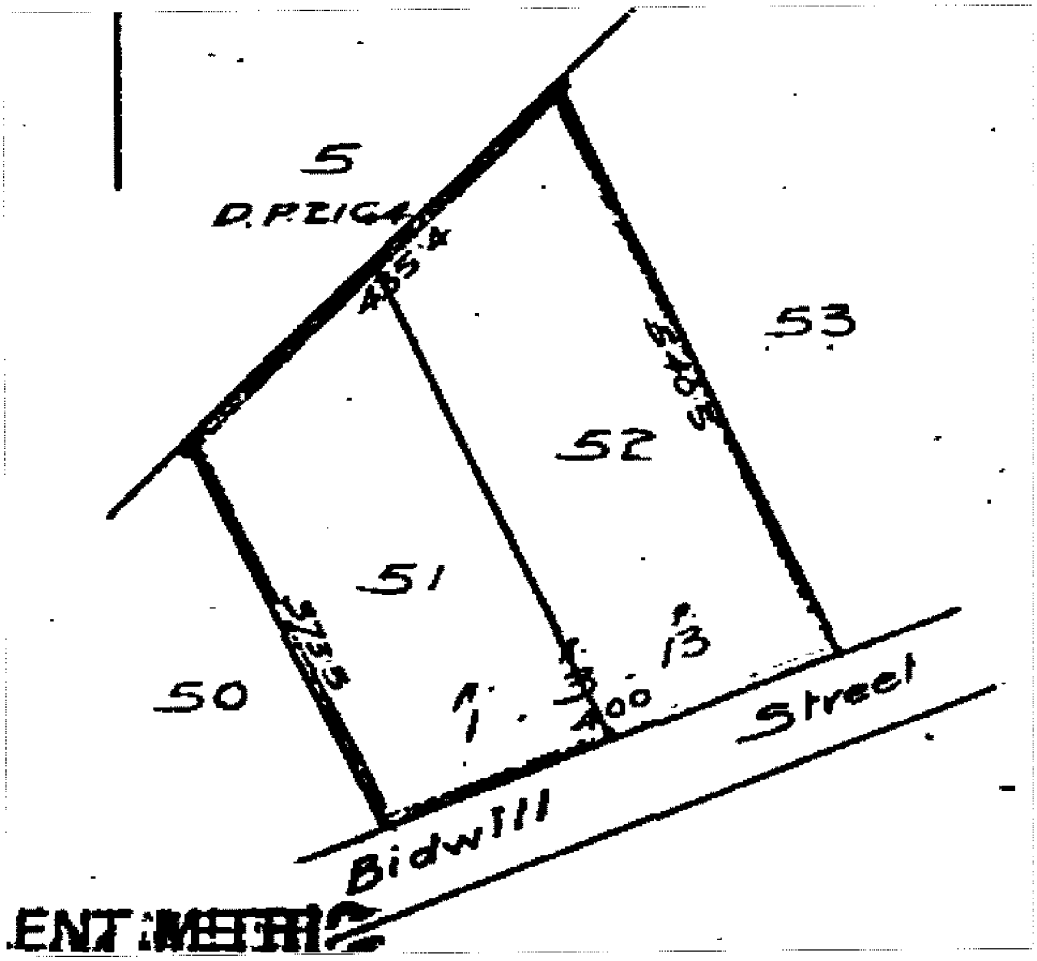
Prior References
DI 13/618

Estate	Fee Simple
Area	7411 square metres more or less
Legal Description	Lot 51-52 Deposited Plan 55

Proprietors
South Wairarapa District Council

Interests

Identifier **WN336/246**



617

M A P. No. 45

Receipt of Instrument.	Nature of Instrument.	Date of Instrument.	Where recorded.	Reference.	Signature.
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
2 June 1 February 1910	Conveyance	22 Dec 1909	[illegible]	[illegible]	[illegible]

618

M A P. No. 50

Receipt of Instrument.	Nature of Instrument.	Date of Instrument.	Where recorded.	Reference.	Signature.
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952

Search Copy

R.W. Muir
Registrar-General of Land

Identifier	**589504**
Land Registration District	**Wellington**
Date Issued	12 December 2012

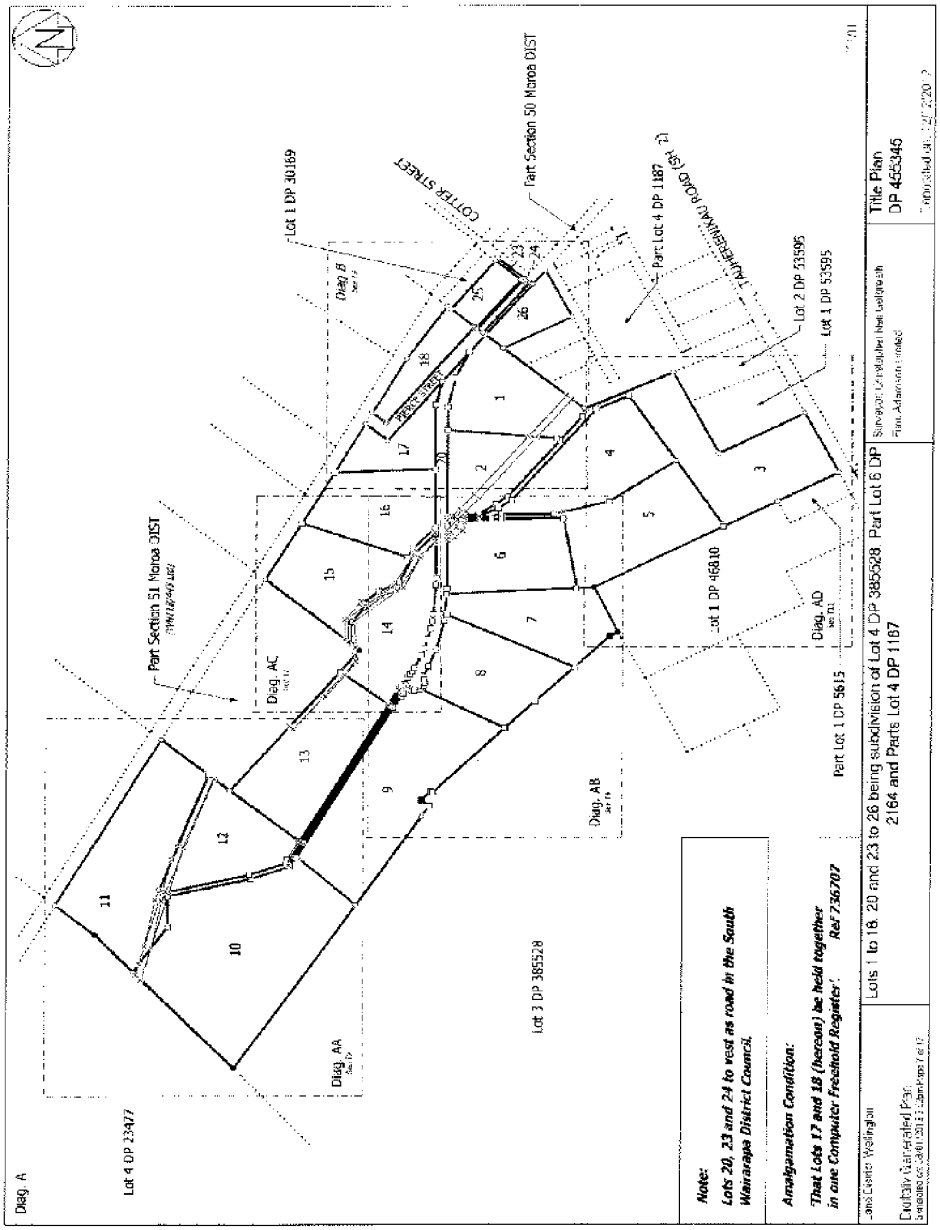
Prior References
WN5A/1175

Estate	Fee Simple
Area	6972 square metres more or less
Legal Description	Lot 26 Deposited Plan 455345

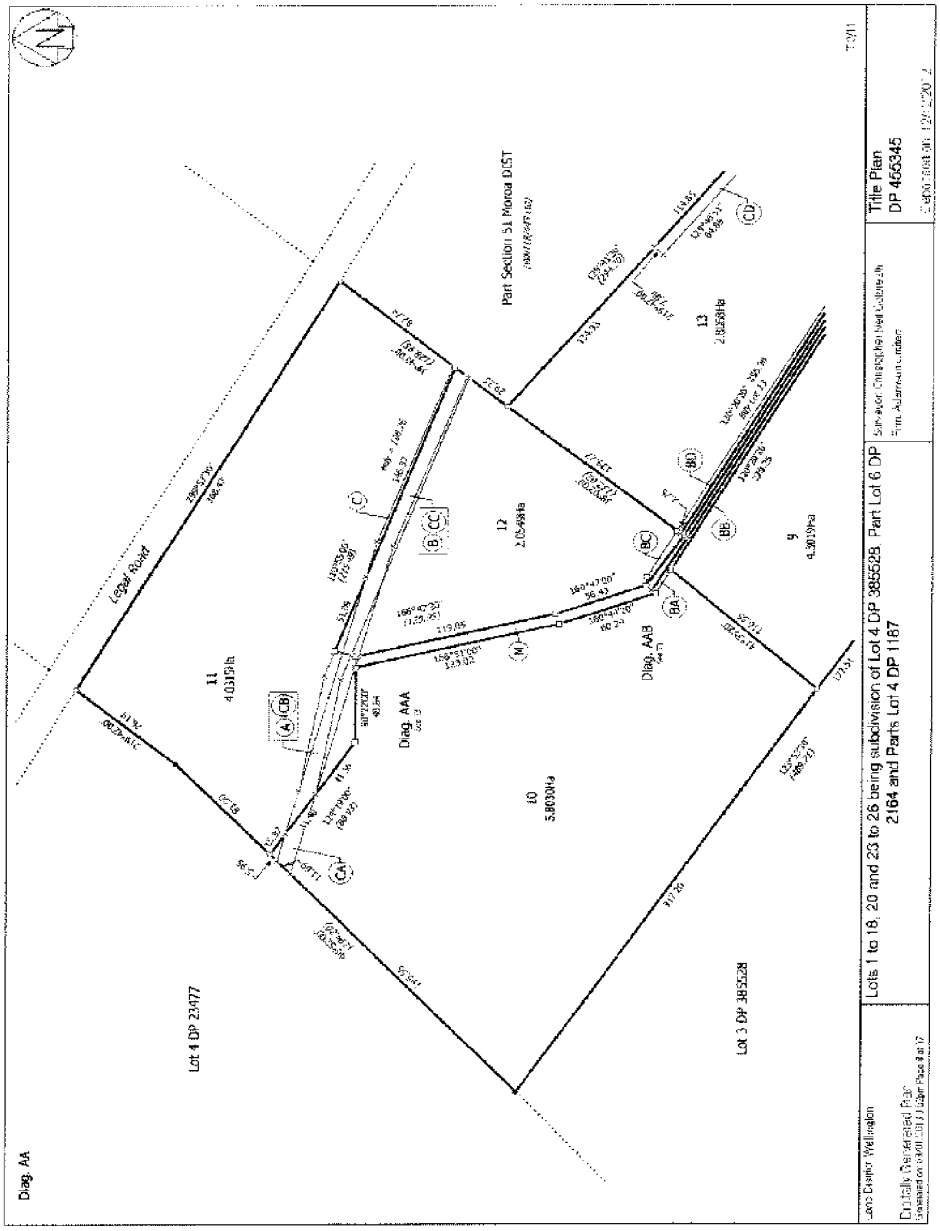
Proprietors
South Wairarapa District Council

Interests

Identifier **589504**



Identifier **589504**



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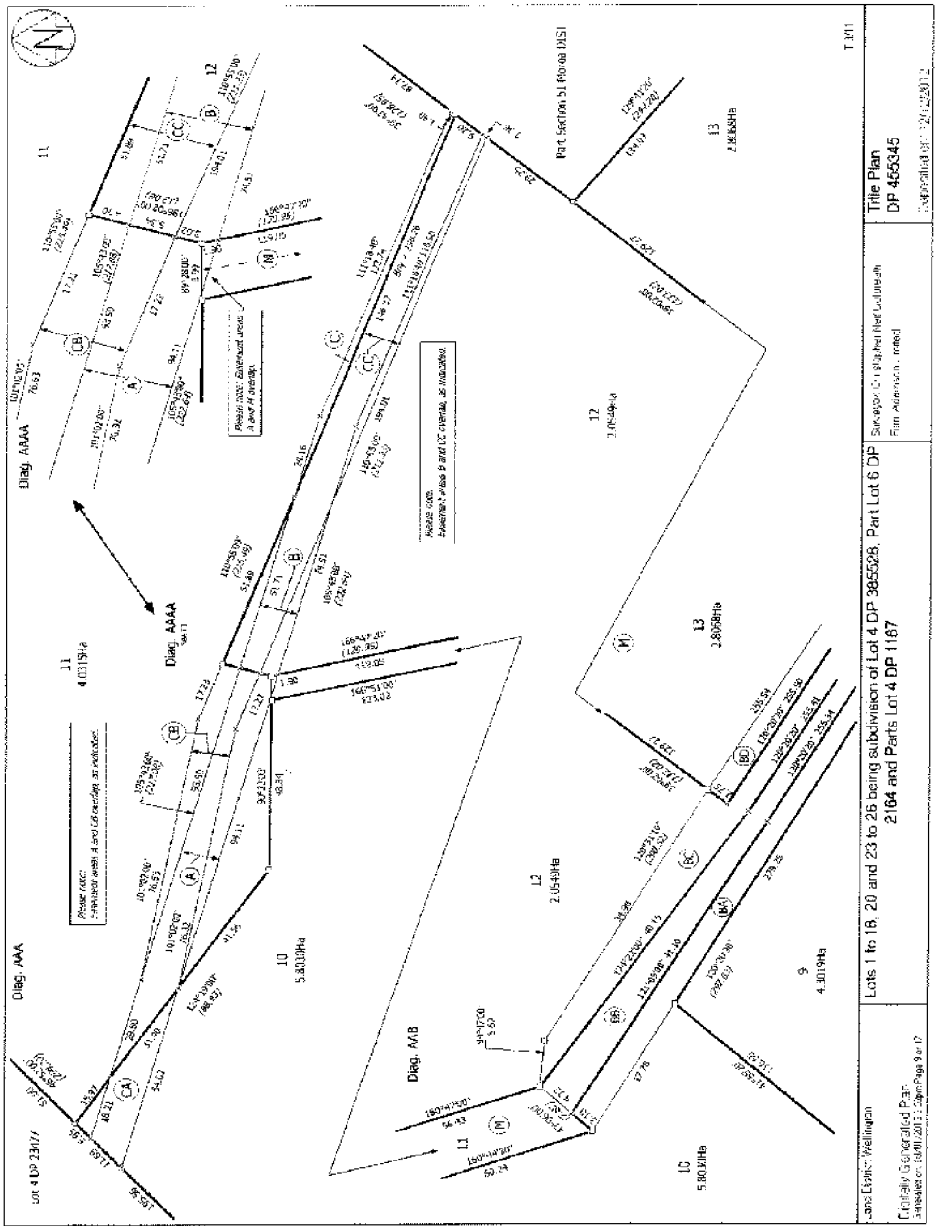

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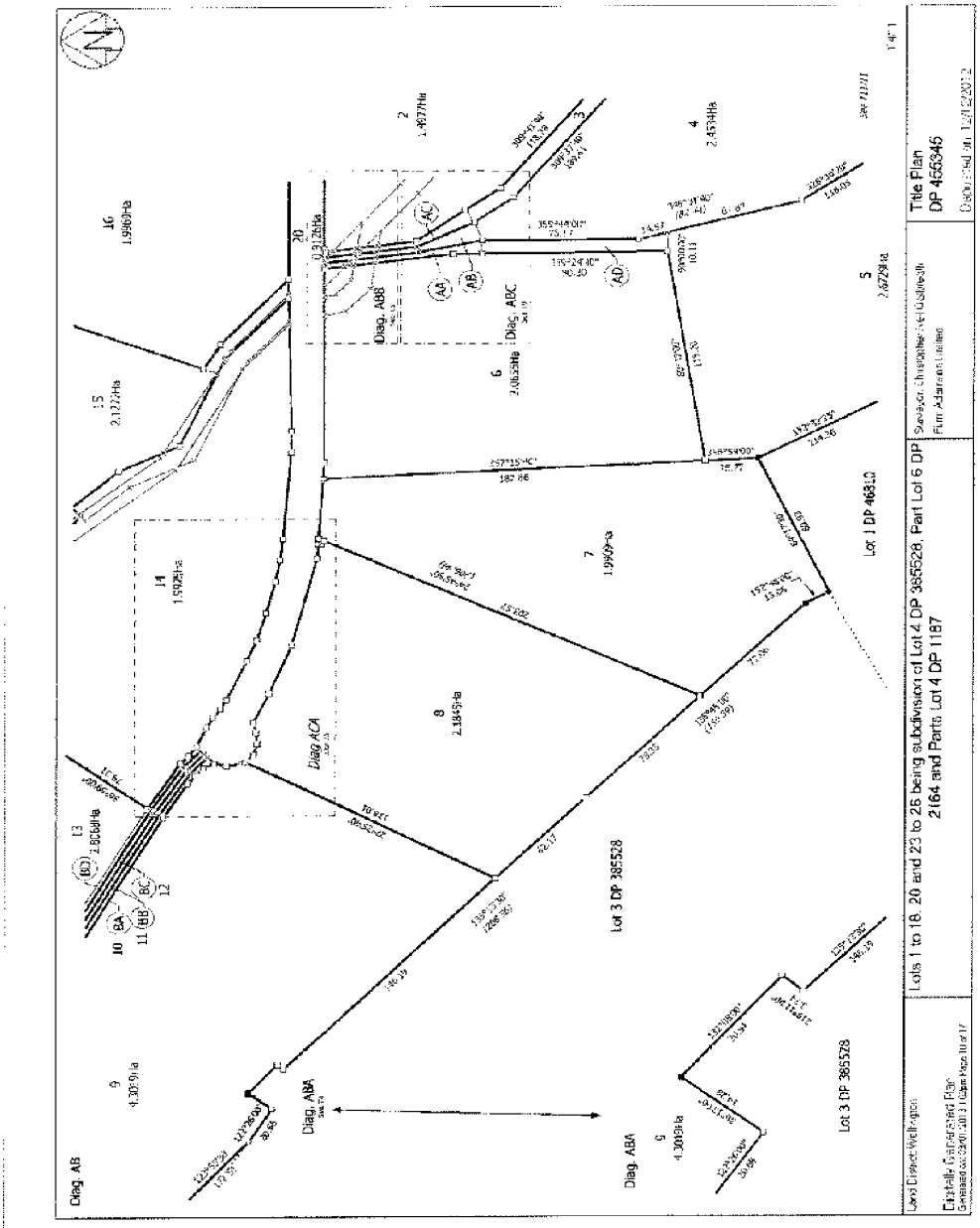

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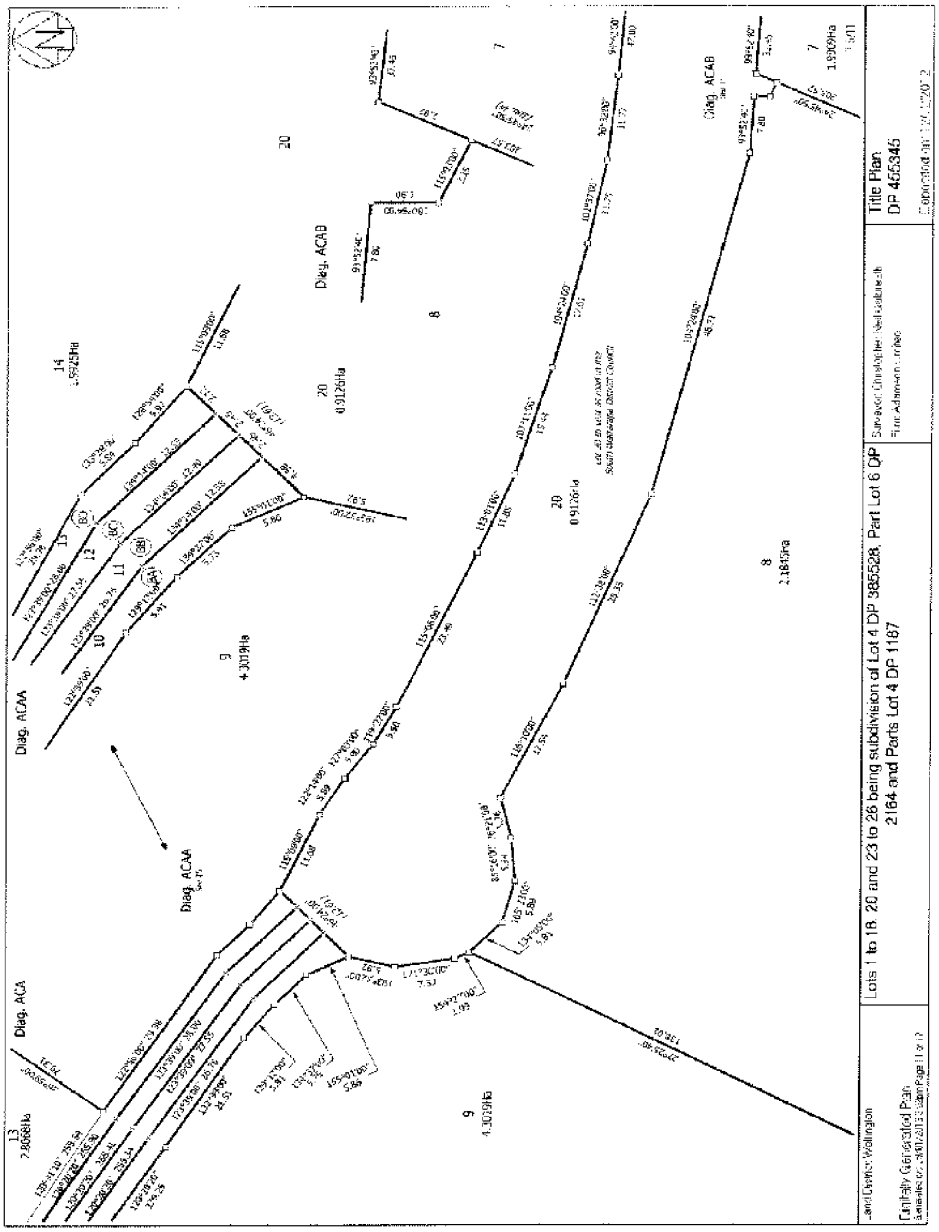

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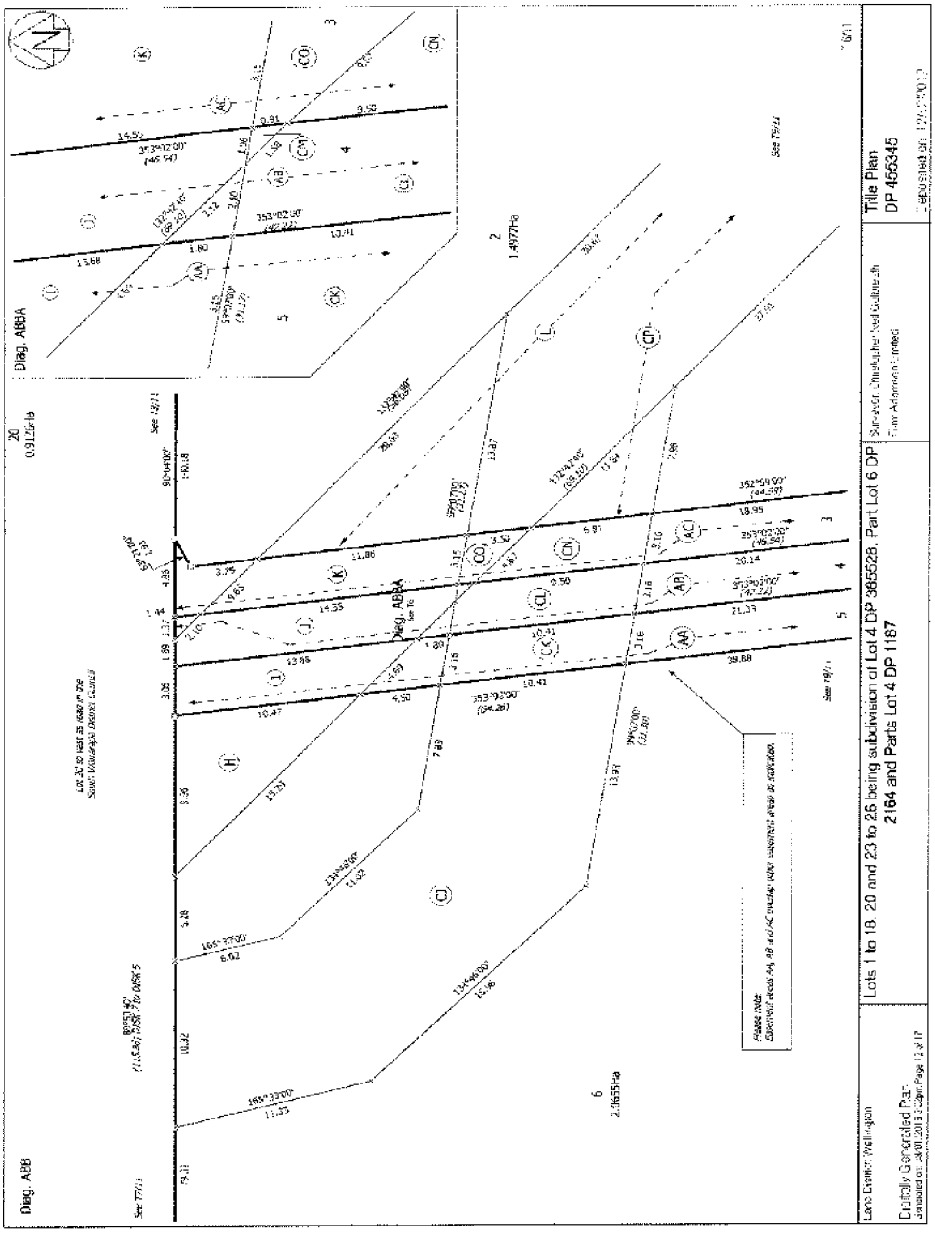

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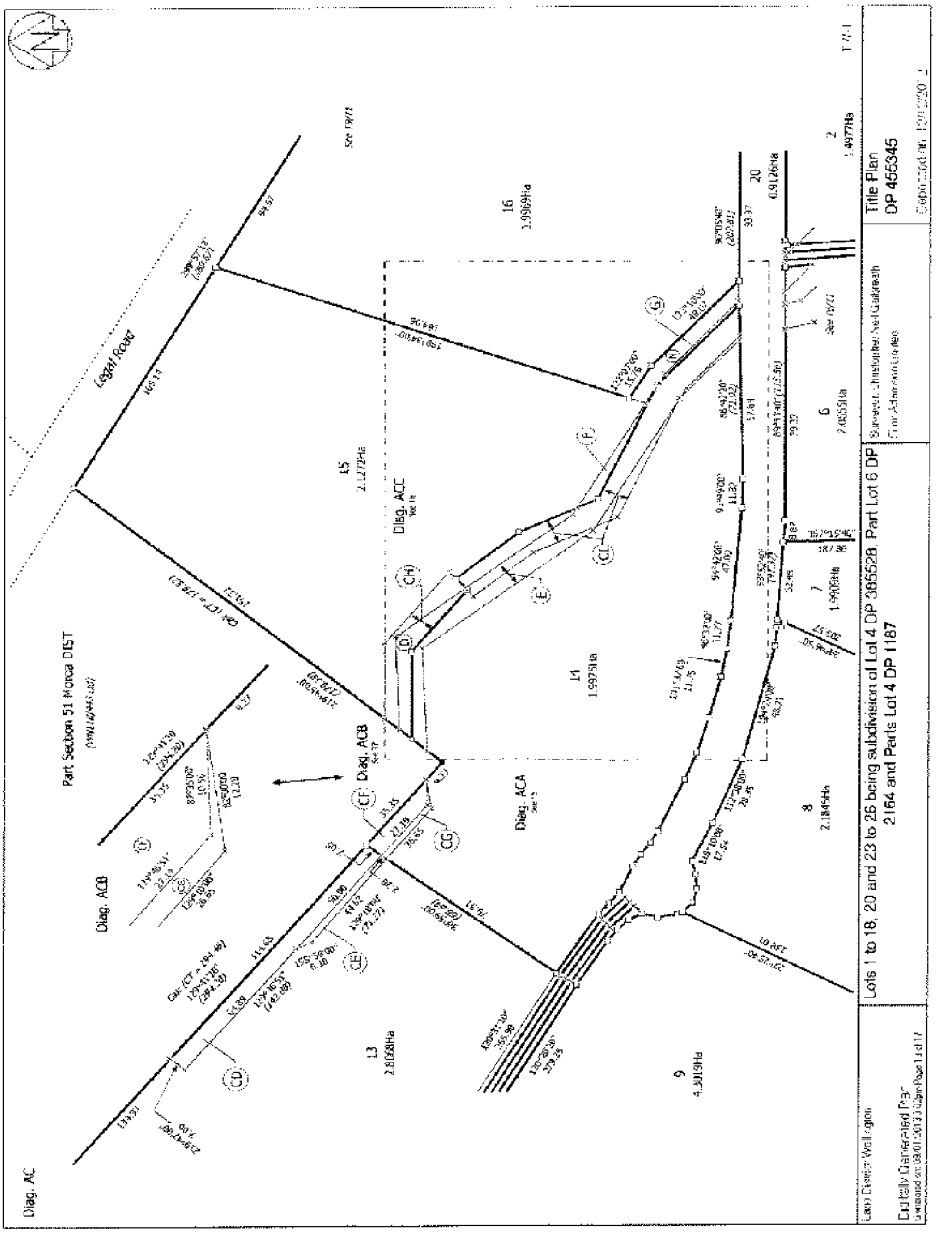

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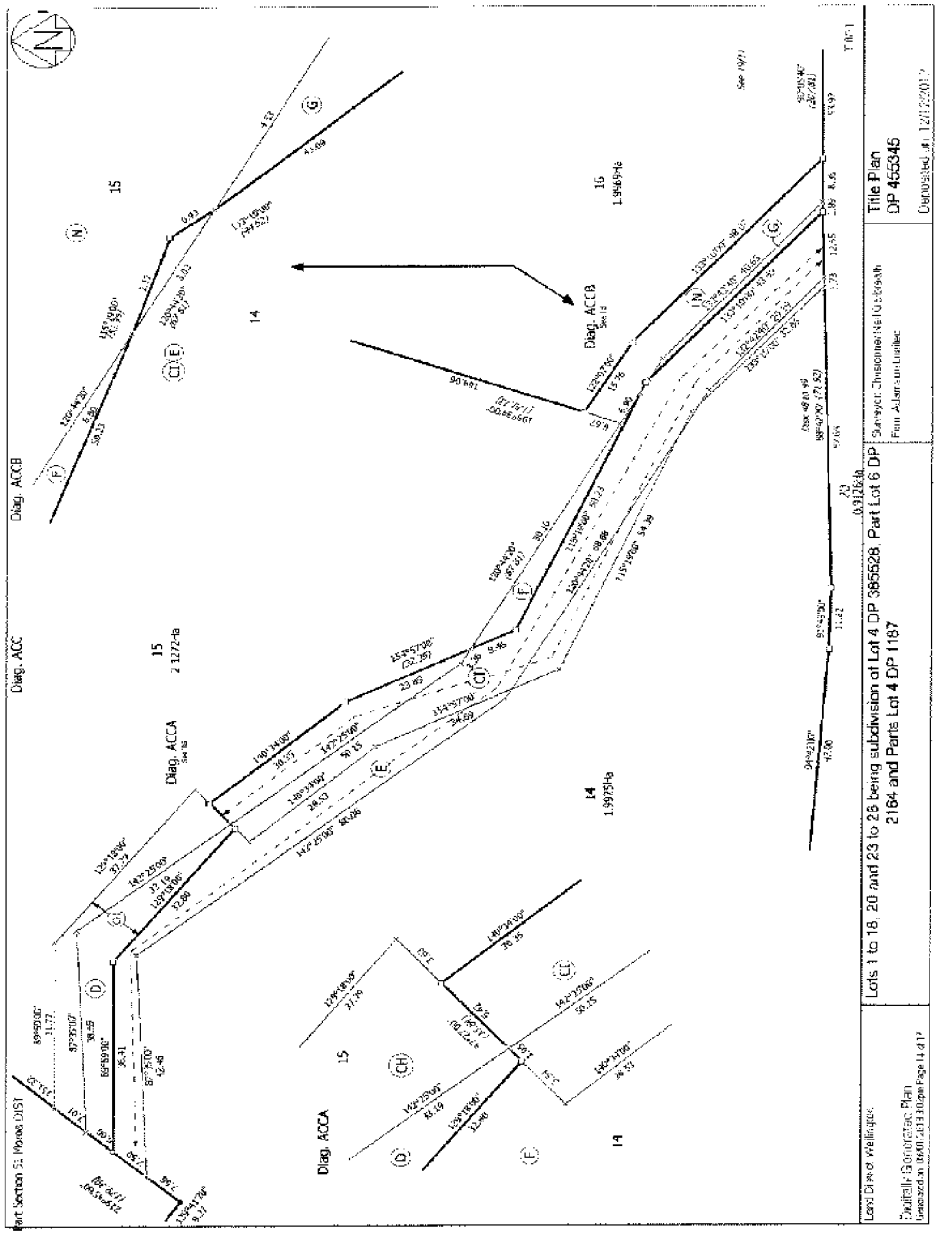
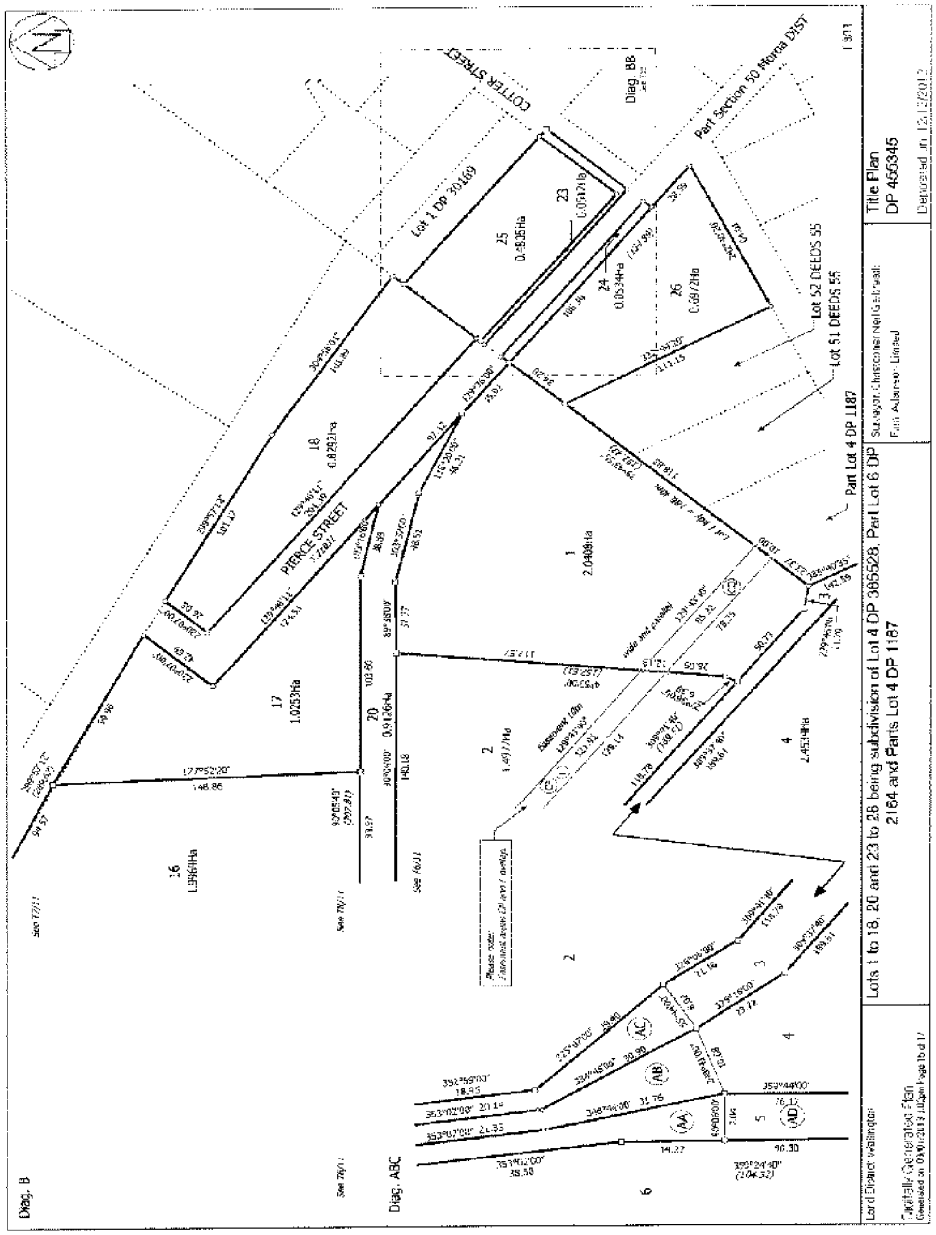


Identifier **589504**



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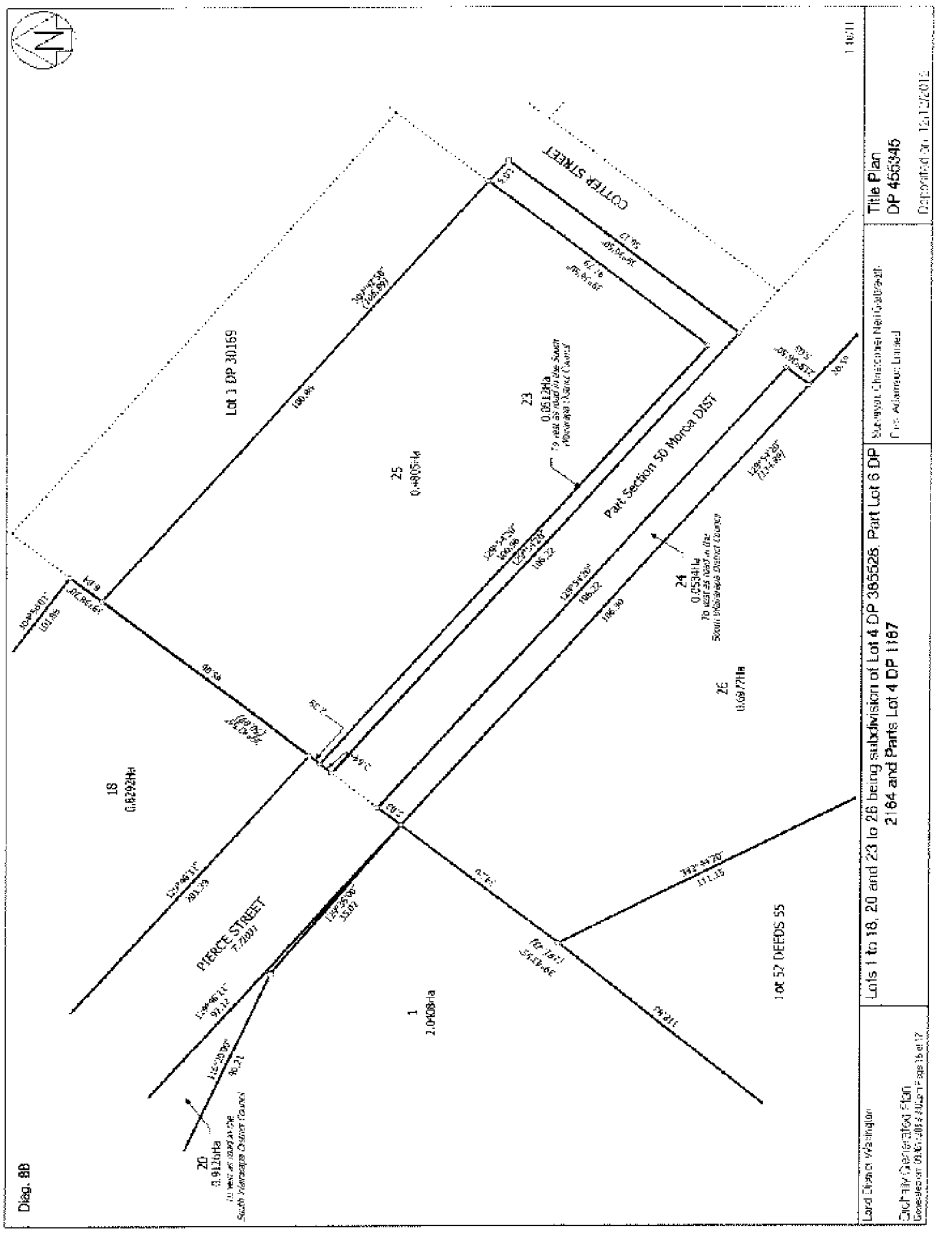

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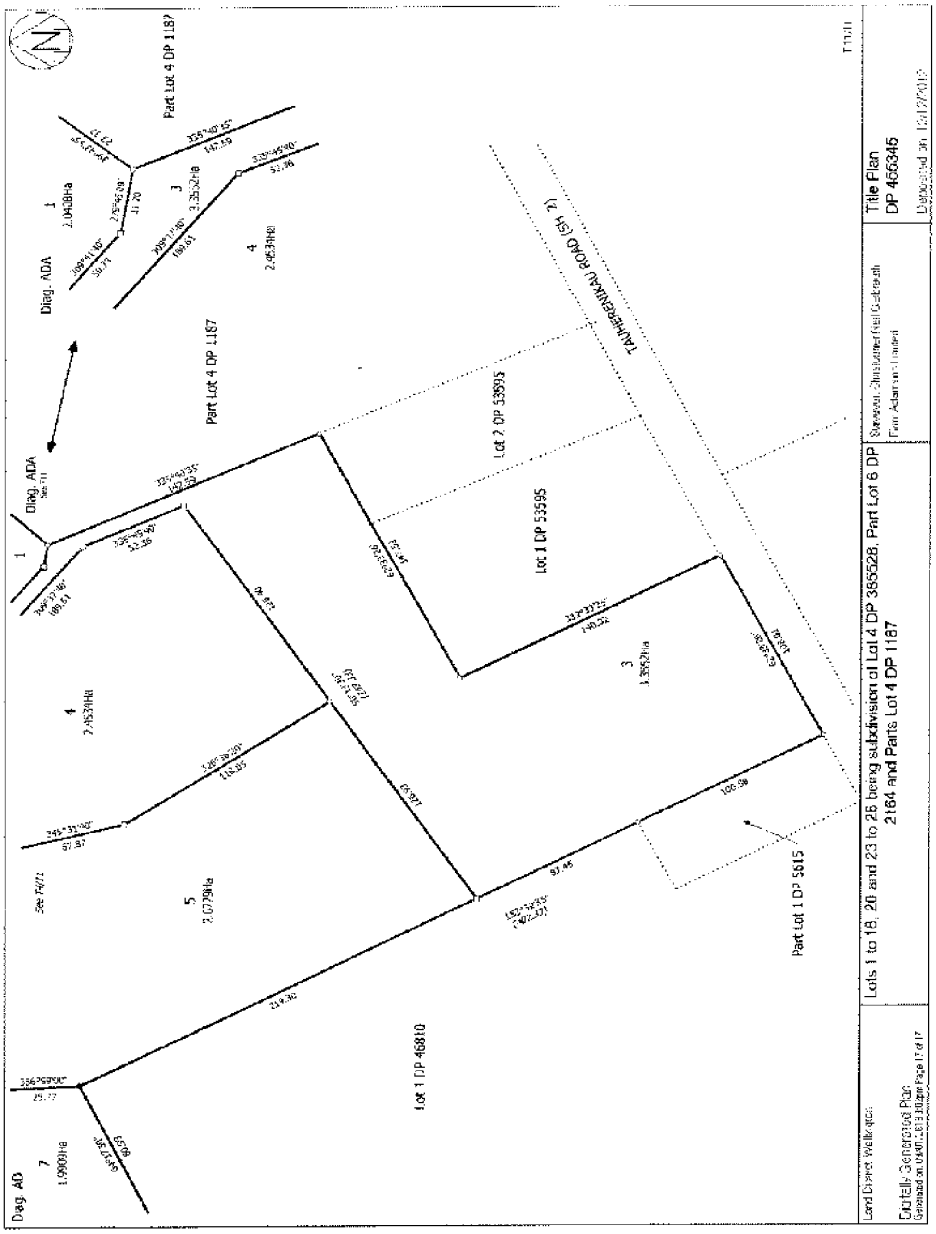
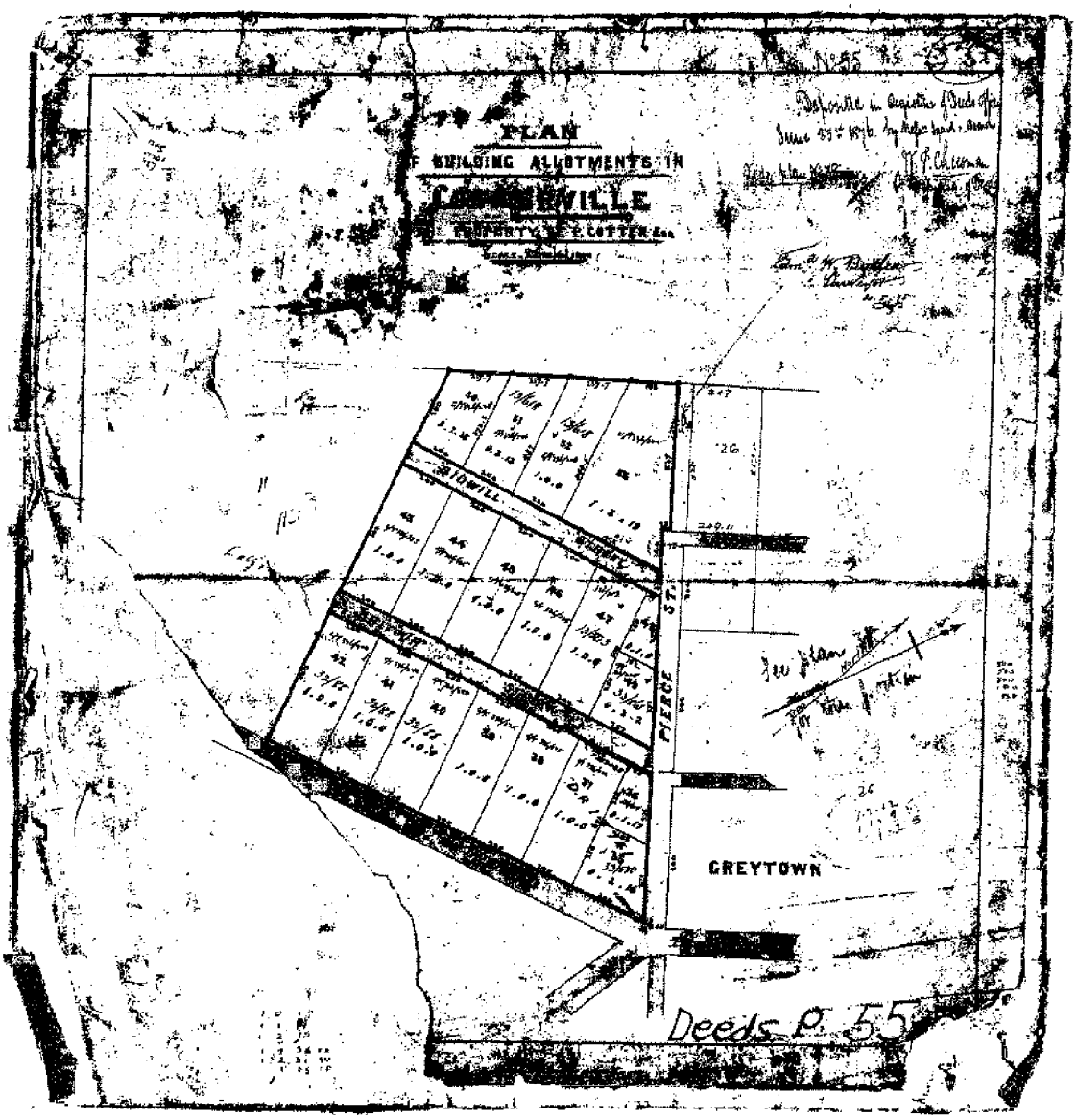
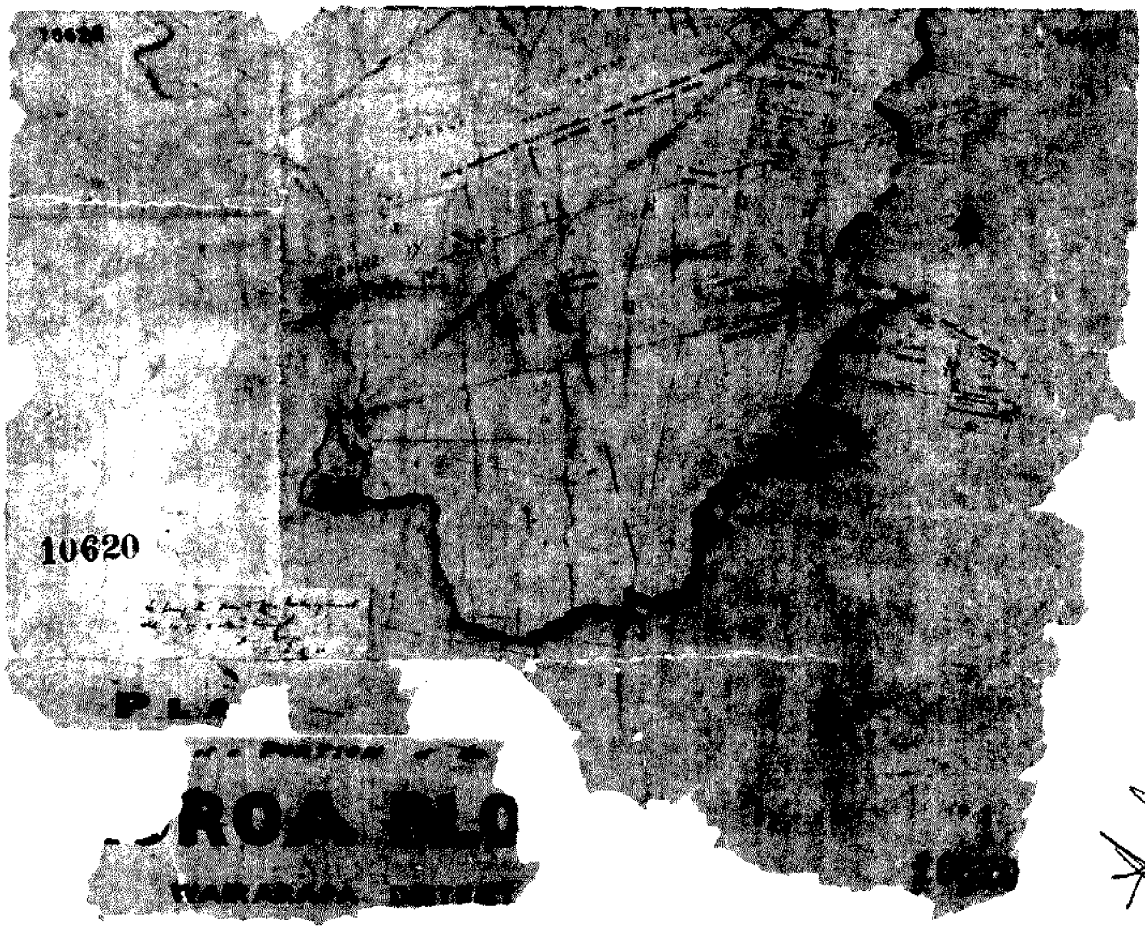
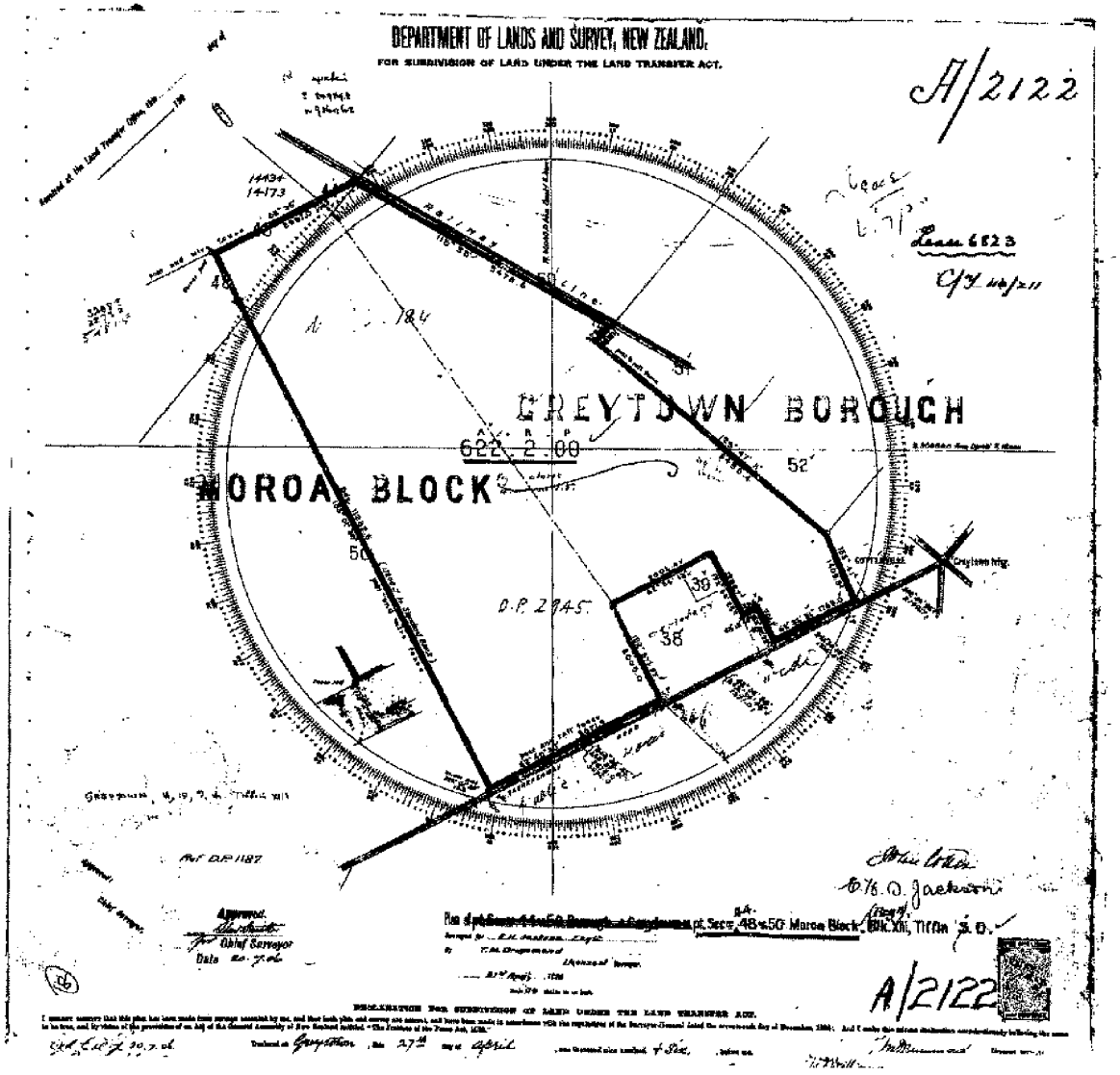




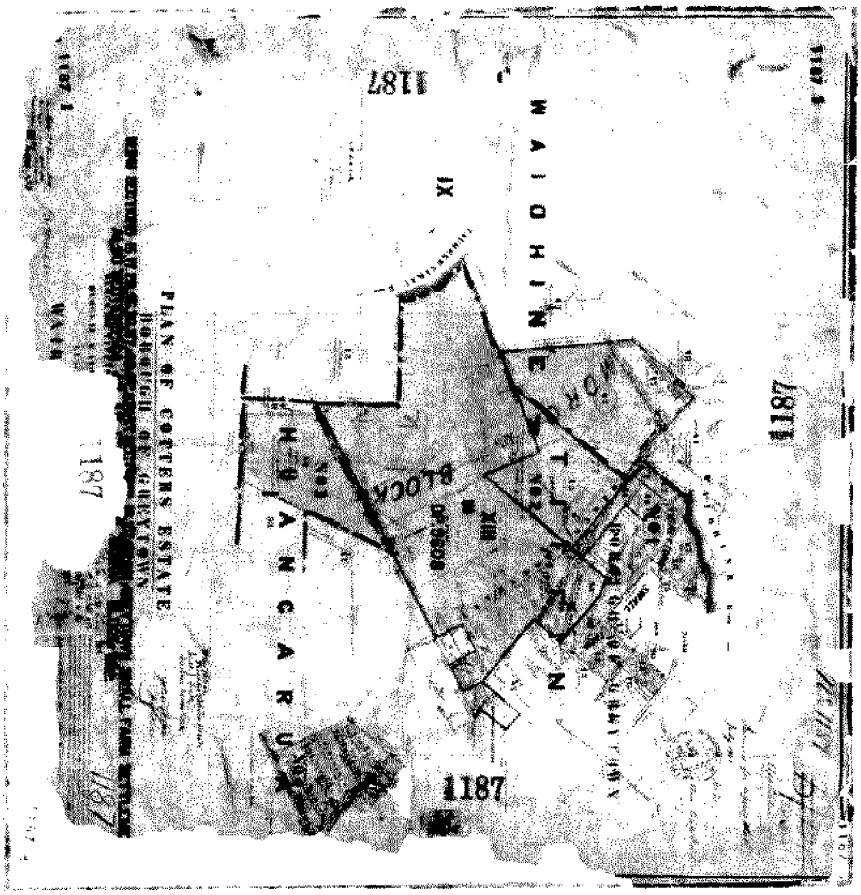
Deeds Plan 55
Dated 1875.

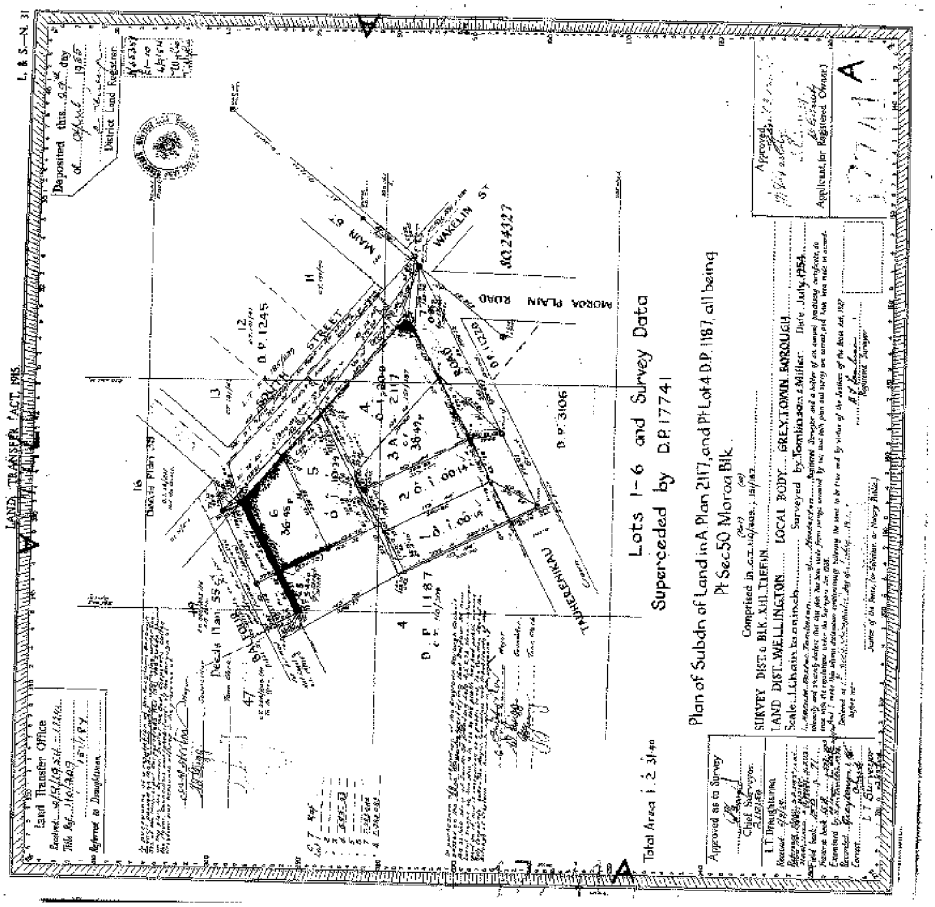

10620
10620
10620
10620


10620

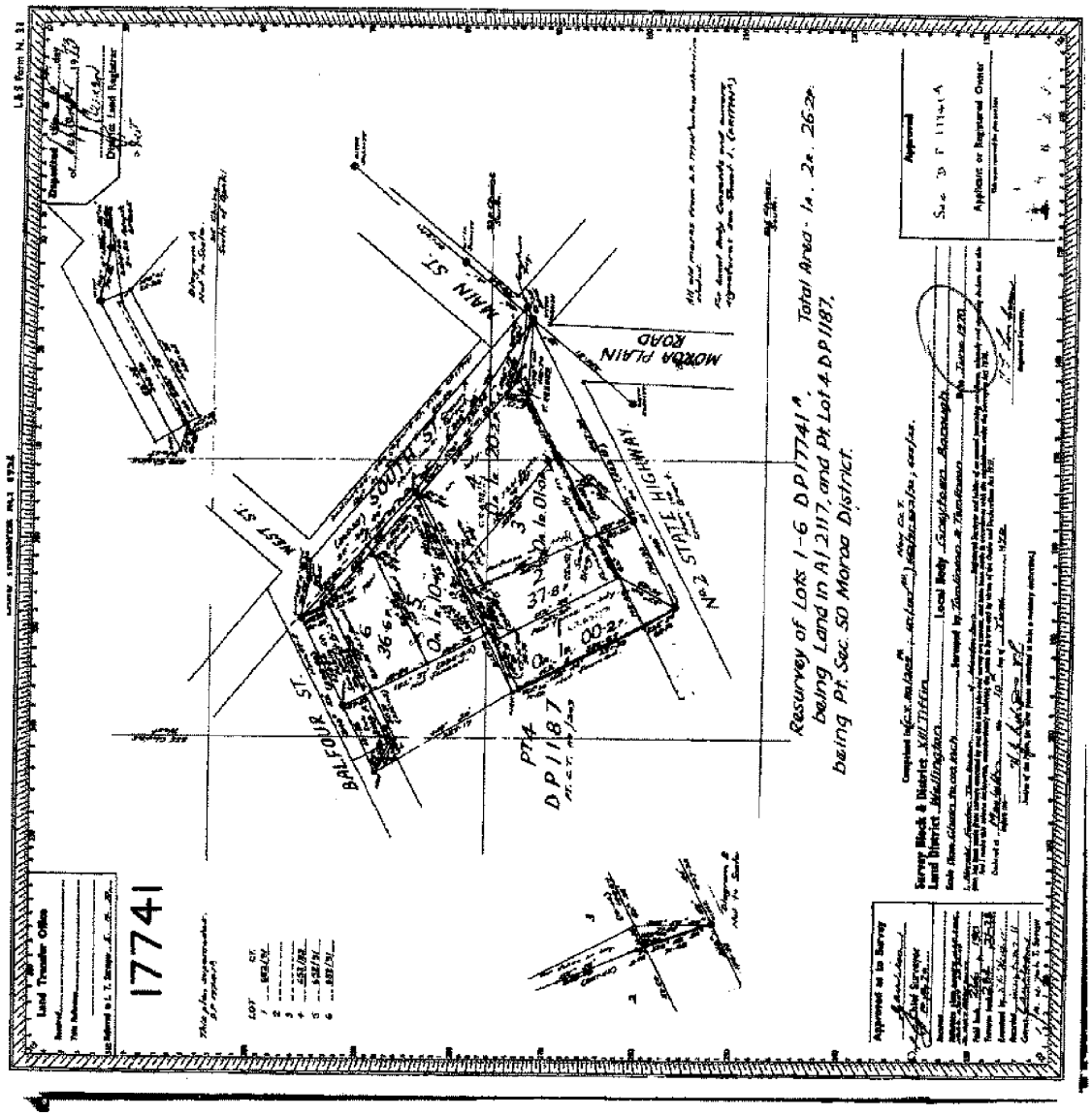


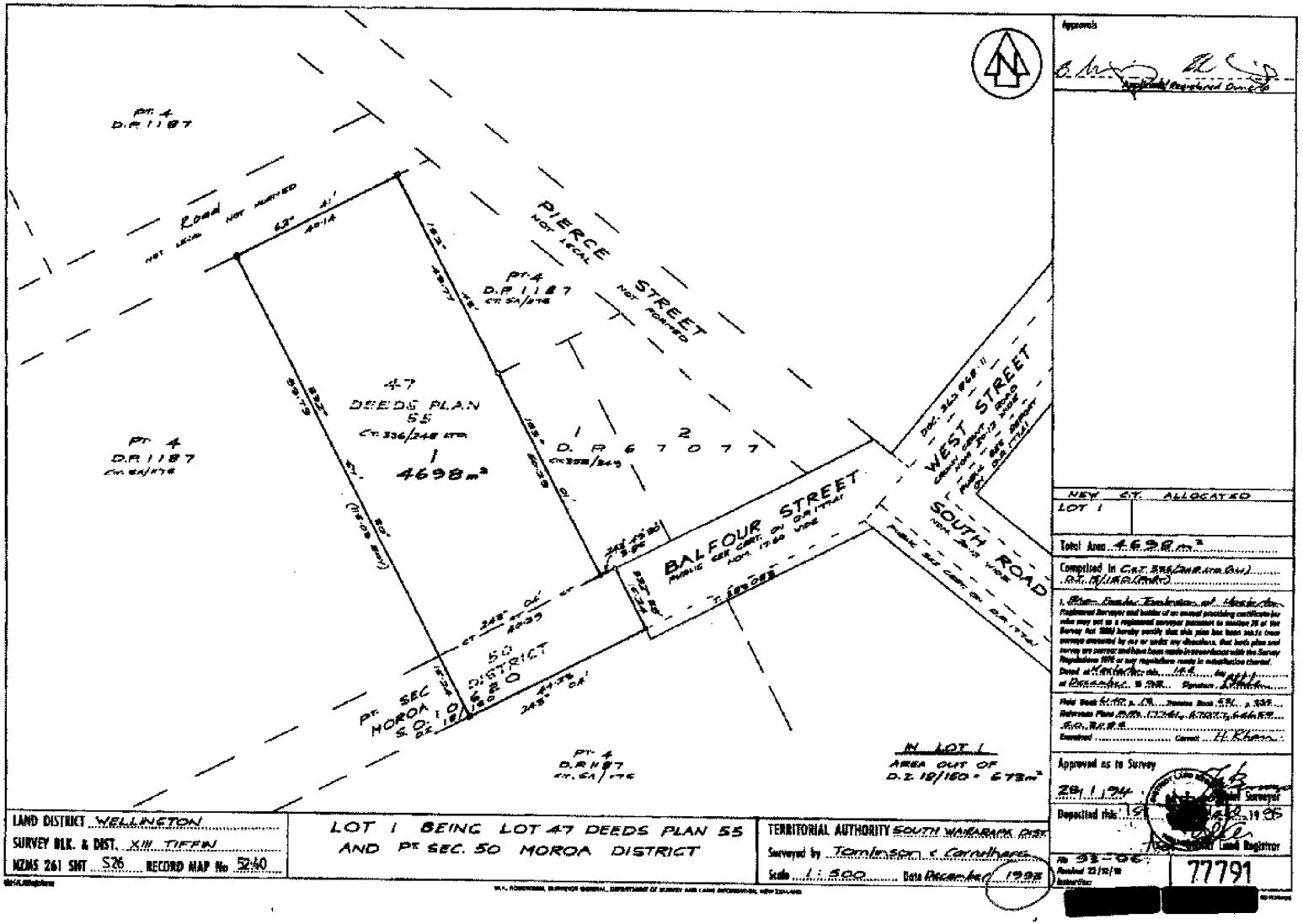
A2122 Jdel 1886


PLAN OF COTTERS ESTATE
BOROUGH OF QUEENSTOWN
WAIOHINE
HOLLANDS
BLOCK
1187
1187
1187
1187
1187

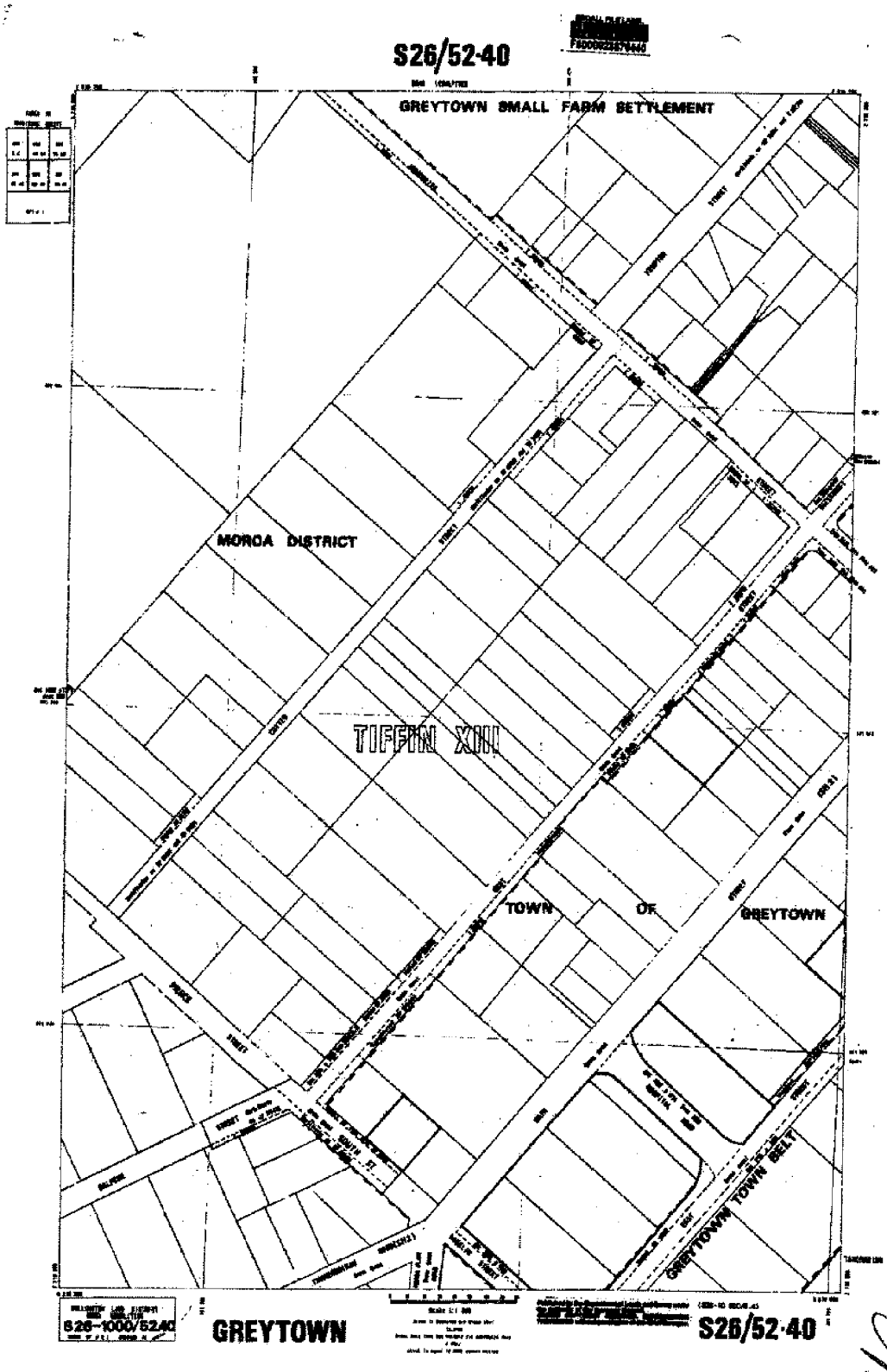

LAND TRANSFER ACT, 1915
L. & S. — N. 31
Lots 1-6 and Survey Data
Superceded by D.P. 17741
Plan of Subdn of Land in A Plan 2117, and Pt Lot 4 D.P. 1187, all being
Pt Sec 50 Moroa Blk.
Comprised in
SURVEY DIST. & BLK. XIII, TIFFIN.
LOCAL BODY: GREY TOWN BOROUGH.
LAND DIST. WELLINGTON.
Scale: 1 Inch = 3 Chains.
Surveyed by Tomkins & Miller
Date: July, 1954.
Total Area 1.2 Ha
Approved as to Survey
Chief Surveyor
Approved for Registered Owner
Applicant for Registered Owner
District Land Registrar
Deposited this 22nd day of
Land Transfer Office
Approved by Draughtsman
MORONA PLAN ROAD
WAKELIN ST
MAIN ST
TAPOKEGANGA
STREET
District Plan 39
District Plan 47
D.P. 1187
D.P. 1245
D.P. 3106
A 2117
50243227

DP 17741
folio 1 1970




Pt 4
D.P 1187
Road
NOT LEGAL NOT PROVED
PIERCE STREET
NOT LEGAL NOT PROVED
Pt 4
D.P 1187
47
DEEDS PLAN
55
4698m²
1
D.P 67077
2
BALFOUR STREET
WEST STREET
SOUTH ROAD
Pt SEC 50
MOROA DISTRICT
Pt 4
D.P 1187
IN LOT 1
AREA OUT OF
D.Z 18/160 = 672m²
Approvals
NEW CT. ALLOCATED
LOT 1
Total Area 4698 m²
Compiled in
Approved as to Survey
Deposited this
Land Registrar
77791
LAND DISTRICT WELLINGTON
SURVEY BLK. & DIST. XIII TIFFEN
NZMS 261 SHT S26 RECORD MAP No 5240
LOT 1 BEING LOT 47 DEEDS PLAN 55
AND Pt SEC. 50 MOROA DISTRICT
TERRITORIAL AUTHORITY SOUTH WAIRARAPA DIST
Surveyed by Tomlinson & Carruthers
Scale 1:500
Date December 1993

Dated 1993


S26/52-40
GREYTOWN SMALL FARM SETTLEMENT
MOROA DISTRICT
TIFFIN XIII
TOWN OF GREYTOWN
GREYTOWN TOWN BELT
S26-1000/52-40
GREYTOWN
S26/52-40

77191

(2)

TOMLINSON & CARRUTHERS
REGISTERED SURVEYORS

Brian F. Tomlinson MNZIS
John B. Carruthers MNZIS

28 Perry St, Masterton
PO Box 246
Telephone 0-6-378 6646 Fax 0-6-378 8050

..15/..12/ 19.93..

Ref: ..93/95.

The Chief Surveyor
Department Survey and Land Information
P O Box 5014
WELLINGTON

Dear Sir

REPORT ..Lot 47 Deeds Plan 55 and Pt.....
.....Sec 50 Moroa District.....

We enclose ...2... plans, ...1..... traverse sheets and
....1..... field notes.

Origin of bearings was ....D.P. 67077.....

Origin of coordinates was ..D.P. 67077.....

Old marks from DPs 17741, 64659 and So 31185 were found.

DP 67077 was repacked, as was the end of Balfour Street as shown on DP 17741.

This property (CT 336/248) has been fenced as shown for 50-60 yrs (or more) including the portion of "Balfour Street." The portion of fence S.W. from the bdy. peg 6.55 from O1T1 DP 64659 (shown on DP 64659) is incorrect as this bdy has never been fenced. There is a very old house on CT 336/248 and their access has always been as now, although the fence at the end of Balfour St has been moved. S.W. by approx 4m

Yours faithfully

B F Tomlinson

TOMLINSON AND CARRUTHERS

150

M A P. W. No. Morow Block. (Cottonwood) Section No. 5

Grantor	Grantee	Nature of Instrument	Date of Instrument	Where recorded	Reference	Signature
		Applications				
12 20 a m	2 Dennis to Dennis		2 June 16	4 Deeds p 155	D2676	
11 30 a m	8 May 1875	Conveyance	12 April 1875	34 Deeds p 562	24 00	24 732
11 30 a m	8 May 1875	Conveyance	12 April 1875	34 Deeds p 564	24 "	24 733
1 p m	19 July 1875	Conveyance	14 July 1875	34 Deeds p 727	24 "	803
2 p m	4 October 1875	Conveyance	27 September 1875	35 Deeds p 25	24 "	
11 a m	29 May 1876	Conveyance	27 May 1876	37 Deeds p 205	13 "	
9 a m	4 July 1876	Conveyance	26 June 1876	37 Deeds p 499	13 "	557
12 noon	28 May 1876	Conveyance	14 August 1876	40 Deeds p 669	13 "	636
11 a m	5 February 1877	Conveyance	26 June 1877	40 Deeds p 448	13 "	
3 p m	20 March 1877	Conveyance	1 March 1877	44 Deeds p 504	13 "	643
2.30 p m	7 May 1877	Conveyance	18 April 1877	40 Deeds p 714	13 "	671
3 p m	14 May 1877	Conveyance	11 June 1876	46 Deeds	482	13 "
2 p m	20 Sept	Conveyance	5 Nov	48 Deeds	785	14 —
9 a m	30 Nov	Conveyance	5 Oct		11	14 —
11 a m	16 Oct 1878	Conveyance	26 Oct 1878	51 Deeds	705	32 — 171
2 p m	4 Oct 1878	Conveyance	19 Oct 1878	51 Deeds	22	32 — 88
10 a m	25 April 1879	Conveyance	1 April 1879	56 Deeds	440	32 — 270
Case which the [illegible] Act [illegible] 2 [illegible] Walking [illegible] of the [illegible] [illegible] [illegible] [illegible] 19 in the [illegible] [illegible] [illegible] at Allington on the 18 day of Dec. [illegible] at [illegible] [illegible] [illegible] for the [illegible] [illegible] [illegible]						
[illegible] 1880	Conveyance	20 [illegible] 1880	62 Deeds	439	32	
25 June 15 June 1880	Conveyance	20 [illegible] 1880	63 Deeds	618	35	550
30 p m	14 Oct 1880	Conveyance	25 Sept 1880	61 Deeds	811	33
3 p m	23 Feb. 1881	Conveyance	15 Feb. 1881	66 Deeds	2,005	33
2.45 p m	24 March 1881	Conveyance	10 March 1881	67 Deeds	240	33
3 p m	11 Jan 1882	Conveyance	13 March 1882	69 Deeds	129	33
3 p m	16 June 1885	Conveyance	1 June 1885	2 Deeds	202	34
11 a m	28 June 1886	Conveyance	27 May 1886	[illegible] Deeds	[illegible]	34
3 p m	6 June 1887	Conveyance	14 June 1887	91 Deeds	476	34
[illegible]	[illegible]	Contract	20 [illegible]	5	671	
11 a m	16 Jan. 1897	Conveyance	20 [illegible] 1896	[illegible]		205
3 p m	15 August 1897	Conveyance	15 Aug 1897	[illegible]		
Cancel Letter			27850 [illegible]			
Letter to Attorney			32770. Letter to Holland			
Letter to Letter			32948 Letter and to Holland and			
Letter to Letter			34333. Letter and to Brinkman			
Letter to Letter and			[illegible] Letter to Lowden			
Letter to Magdalene			35505. Letter to [illegible]			
Letter to Hockey			37065 do to Sharp			
do to Dunn			40044 Letter and to [illegible]			
[illegible]			42345 do to Smith			
Letter to [illegible]			[illegible] Letter to [illegible]			
Letter and to Rowe			[illegible] Letter to [illegible]			
Holmes to Hockey			[illegible] Letter to [illegible]			
Letter to [illegible]			[illegible] do to Lowden			
do to Crutton						

Continued at folio 274

Statutory Declaration in Support of Application to Bring Land under the Land Transfer Act 1952 and in Support of Application for Computer Register for Land on Grounds of Possession

I, **IAN RICHARD GARRITY**, of Humphries Street, Greytown, do solemnly and sincerely declare that:

1. I am a person who has had a long association (since my birth in 1953) with the area in which the land referred to in the Application and Declaration from South Wairarapa District Council (**Council**) is located.

2. I am aware that, from approximately 1976, the land now contained in computer freehold registers 774470, WN336/246, 589504 and WN336/240 (**Council Land**) was owned by the Council, or its predecessor, the Greytown Borough Council.

3. From approximately August 1950 until September 1967, my grandfather Cecil Samuel Garrity and his brothers, George William Bratton Garrity and James Thomas Garrity owned the land in Certificates of Title WN110/209, WN336/240 and WN336/246 and occupied the Council Land and Relevant Land (as defined). They used it for grazing for approximately 80 horses used in their carrying business known as "Garrity Brothers". The whole block of land was known to the family as "Broomlee". Copies of Certificates of Title WN110/209, WN336/240 and WN336/246 are annexed to this declaration and marked with the letter "A".

4. In 1950, my father built a house at 1 Tauherenikau Road. In 1955, he subdivided the land and sold part of it where the neighbouring house at 3 Tauherenikau Road was then built. Both houses are adjacent to the Council Land. I was raised at 1 Tauherenikau Road from birth and lived there until I married in 1981 when I was 27 years old. I have lived in the Greytown area all of my life.

5. The Council Land adjoins the land described as Lot 4 LT Plan 527754 (known as Bidwell Street) and Lot 5 LT Plan 527754 (known as Balfour Street) (**Relevant Land**).

6. To the best of my knowledge and belief, the Council has been in continuous adverse possession of the Relevant Land since it first took occupation of the Council Land in 1976, and prior to that time the Relevant Land was always used as part of the wider Council Land. Occupation of the Relevant Land was always continuous, exclusive, open, actual and undisputed while the Council was in

possession of the Council Land. In my living memory, the Relevant Land was always considered to be part of the wider land owned by the Council, and its predecessors in title.

7. The fencing that is currently in place on the Council Land is largely in its original position and has been fenced in the same way for as long as I can remember. The Council Land was always fenced as two paddocks, with the fence dividing the paddocks having been in its present location for as long as I can remember. There were never any roads formed on the Relevant Land. The only significant difference that I recall is that what is now known as Pierce Street and some land to the north west of Pierce Street was formerly part of the land fenced and used for grazing, but that was subdivided some time ago.

8. I recall that the part of Balfour Street leading from the West Street/South Street intersection to 1, 3, 5 and 5A Balfour Street that has been formed and legalised as road was formerly a gravel track, which our family referred to as "the track", but the rest of "Balfour Street" Lot 5 LT Plan 527754 and "Bidwell Street" Lot 4 LT Plan 527754 have never been formed as road. A copy of an aerial photograph from 1941 showing the Council Land and "the track" is annexed to this declaration and marked with the letter "B".

9. For as long as I can remember, the Council Land and the Relevant Land has always been used for grazing. It had too many boulders on it to plough easily so was not well suited to the planting of crops or cultivation. As the horses were replaced by trucks from 1924 onwards the Council Land was used for grazing sheep. I remember from the 1950s that there was an area that we called the "chow paddock" south of the water race shown on Exhibit B and adjacent to Tauherenikau Road where chou mollier (tree kale) was grown for the sheep.

10. After the sale of the Council Land to the Council's predecessor (Greytown Borough Council) in the 1970s, we knew it as "Stella Bull Park, which it remained known as until the current Stella Bull Park at 115 Main Street Greytown came into being. The Council Land has always been fenced and grazed while it has been in Council ownership, and I recall that Welsh, Taylor and Jury were previous lessees of the Council Land.

11. I remember that the property at 5 Balfour Street was fenced on the south and east boundaries as it is currently fenced.

12. I have read the Application and Declaration from Council and confirm that to the best of my knowledge and belief the matters set out in the Application and Declaration are correct and accord with my own observations.

13. I am not an employee or agent of the Council. I further declare that I have no vested interest in the outcome of the application by Council to become registered proprietor of the Relevant Land.

14. I make this statutory declaration in my personal capacity and as a disinterested person.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957.

Declared at Greytown. this 6th May 2019 before me:)))

~~Solicitor of the High Court of New Zealand~~
(or other person authorised to take a statutory declaration)

David Kent Hayden, JP
#3185
GREYTOWN
Justice of the Peace for New Zealand

A

REGISTER

NEW ZEALAND.

[Form B.

Reference: Vol. , folio / Transfer No.

Register-book, Vol. 110, folio 209

Application 3093

CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT.

CANCELLED

This Certificate, dated the Fourth day of August, one thousand nine hundred and one, under the hand and seal of the District Land Registrar of the Land Registration District of Wellington, Witnesseth that John Cotter of Greytown Shipwright

is seised of an estate in fee-simple (subject to such reservations, restrictions, encumbrances, liens, and interests as are notified by memorial underwritten or indorsed hereon; subject also to any existing right of the Crown to take and lay off roads under the provisions of any Act of the General Assembly of New Zealand) in the land hereinafter described, as the same is delineated by the plan hereon, bordered red, be the several admeasurements a little more or less, that is to say: All that parcel of land containing Fourteen acres fifteen perches and Seven tenths of a perch and being Lots 17. 21. 31. 32. 39. 43. 44. 45. 46. 51. 52 and 53 A Township of Cathcart being Lot 4 on Reposit plan No 1187

WELLINGTON DISTRICT LAND REGISTRAR

N. Stewart

District Land Registrar

Transfer 58785 produced 14th August 1906 at 2-40 pm John Cotter to Sam Haigh of Greytown Butcher

Mortgage 45000 produced 15th May 1907 at 10-10 am Sam Haigh to James George

DISCHARGED

Mortgage 54084 produced 16th November 1911 at 11-15 am Sam Haigh to The Permanent Investment and Loan Association

DISCHARGED

Transmission 11203 to the Public Trustee. Entered 2nd October 1916 at 12-50 pm

Affects Mortgage 55605

Mortgage 115733 produced 4th May 1919 at 11-5 am Sam Haigh to The Permanent Investment and Loan Association of Nelson

DISCHARGED

Mortgage 115734 produced 4th May 1919 at 11-15 am to The Permanent Investment and Loan Association

DISCHARGED

PRODUCED

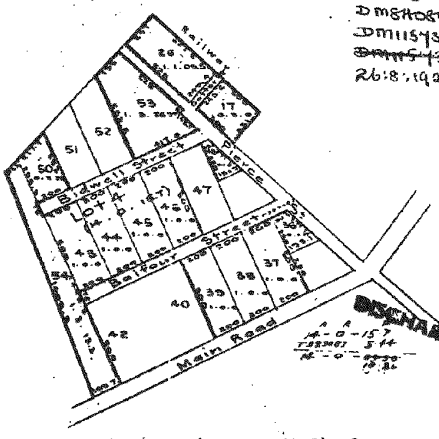
Mortgage 158192 produced 2nd March 1925 at 2-40 pm Sam Haigh to The Permanent Investment and Loan Association of Nelson

DISCHARGED

PRODUCED

Plan 1187

M84084
A 11203
(M 55605)
M115733
M115734
DM58008
DM84084
DM115733
DM115734
26.8.1921



Scale 5 chains to an inch

DISCHARGED

ANNEXURE

This is the annexure marked **"A"** referred to in the annexed statutory declaration of Ian Richard Garrity declared at Greytown on 6 May 2019 before me:

Signature: .....

~~Solicitor of the High Court of New Zealand~~
(or other person authorised to take a statutory declaration)

David Kent Hayden, JP
#3185
GREYTOWN
Justice of the Peace for New Zealand

CONTINUED

(over)

MORTGAGE

110/209

DISCHARGED Mortgage 158192 produced 2nd March 1925 at 10 am by Arthur Haigh to James Thomson.
DISCHARGE PRODUCED 20-7-27 F W Richmond D.L.R.

DISCHARGED Mortgage 174774 produced 20th July 1927 at 10 am by Arthur Haigh to Jessie Agatha Hart and James Frederick Thompson.
DISCHARGE PRODUCED 31-8-1950.

DISCHARGED Transmission 20936 of Mortgage 158192 to The Public Trustee, entered 20th July 1927 at 10.19 am.
DISCHARGE

Transmission 29080 to Arthur Moffat Haigh of Greytown farmer as Executor Entered 28th January 1936 at 2.58 pm

DISCHARGED Variation of Mortgage 179777 produced 16th March 1934 at 11 am.

Transfer 221677 Arthur Moffatt Haigh to George William Bratton Garrity, James Thomas Garrity and Cecil Samuel Garrity all of Greytown farmers as trustees for remainder in equal shares. Produced 31st August 1950 at 10.12 am

Transfer 383083 Dedication of Lot 8 Plan 17741 by the registered proprietors as and for a public road produced 29th April 1955 at 11.26 am.

Transfer 383084 of Lot 2 Plan 17741 the registered proprietors to Frederick Benjamin Bowen produced 29th April 1955 at 11.27 am.
Vol 659 fol 92
on C.O. 19636 9-5-1955 } Cancelled as to Lots 1, 5, and 6 Plan 17741 ~~the of Lot~~ see now C.T. Vol 659 fol 91

Transmission 689603 of the share of James Thomas Garrity in balance to Robert Bruce Garrity of Auckland Bank Officer, Maxwell James Garrity of Dunedin Divinity Student and John Cameron Garrity of Greytown, Farmer, as executors – 7.10.1966 at 10.00 am

Transfer 721267 of balance to The Trustees Executors and Agency Company of New Zealand Limited – 13.9.1967 at 10.16 am.
C.T. 5A/1175 issued

CERTIFICATE OF TITLE,

Vol. , folio

COMPUTER

COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952
Limited as to Parcels

Historical Search Copy

R.W. Muir
Registrar-General
of Land

Identifier	**WN336/240**
Land Registration District	**Wellington**
Date Issued	02 June 1926

Prior References
DI 32/88

Estate	Fee Simple
Area	1.2141 hectares more or less
Legal Description	Lot 40-42 Deeds Plan 55

Original Proprietors
The Greytown Borough Council

Interests
10427983.1 Correction of Name of The Greytown Borough Council to South Wairarapa District Council - 9.6.2016 at 3:17 pm

Identifier **WN336/240**

NEW ZEALAND.

Land Transfer (Compulsory Registration of Titles) Act, 1924.

Reference: *Deeds Index.* Vol. 32 Folio 88

Application No. G. 2654

Register-book, Vol. 336 *folio* 240

CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT.

LIMITED AS TO PARCELS AND TITLE.

This Certificate, dated the second day of June one thousand nine hundred and twenty-six under the hand and seal of the District Land Registrar of the Land Registration District of WELLINGTON Witnesseth that

SAM HAIGH of Greytown Farmer

is seised of an estate in fee-simple (subject to such reservations, restrictions, encumbrances, liens, and interests as are notified by memorial under written or endorsed hereon, subject also to any existing right of the Crown to take and lay off roads under the provisions of any Act of the General Assembly of New Zealand) in the land hereinafter described, as the same is delineated by the plan hereon bordered green, be the several admeasurements a little more or less, that is to say: All that parcel of land containing THREE ACRES more or less situate in ~~the Borough of Greytown~~ being part of Section 50 Moroa Block and being Lots 40, 41 and 42 on a plan deposited in the Deeds Registry Office at Wellington as Number 55

District Land Registrar.

Outstanding Mortgage No.122778 (227/55) Sam Haigh to The Permanent Investment and Loan Association of Wairarapa. DISCHARGED 20-7-27 D.L.R.

Outstanding Mortgage No.131990 (239/795) Sam Haigh to The Permanent Investment and Loan Association of Wairarapa. DISCHARGED 20-7-27 D.L.R.

Outstanding Mortgage No.135148 (256/568) Sam Haigh to The Permanent Investment and Loan Association of Wairarapa. DISCHARGED 20-7-27 D.L.R.

Outstanding Mortgage No.142537 (262/466) Sam Haigh to The Permanent Investment and Loan Association of Wairarapa. DISCHARGED 20-7-27 D.L.R.

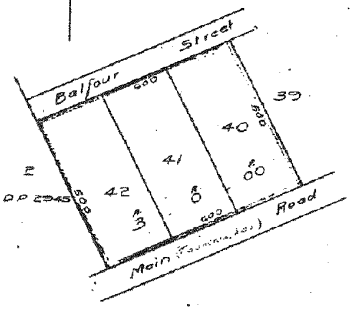
Outstanding Mortgage No.142538 (262/469) Sam Haigh to James Thomson. DISCHARGED 7-27 D.L.R.

The Certificate is no longer limited as to Title entered 20th July 1927

Transmission copies of Outstanding Mortgage 142538 DISCHARGED thereon entered 20th July 1927 respectively. DISCHARGED

Mortgage 179774 produced 20th July 1927 at transmission Haigh to Jessie Ethel and James Frederick Thompson. DISCHARGED PRODUCED 31-8-1950

CONTINUED



EQUIVALENT METRIC AREA IS 1·2140 ha.

Identifier **WN336/240**

Transmission 290806 to Arthur Moffett Haigh of Greytown farmer as Executor entered 28th January 1936 at 2.58 pm. H.L.W.G. A.L.R.

Variation of Mortgage 171779 produced 16th March 1937 at 9 am H.L.W.G. A.L.R.

Transfer 231577 Arthur Moffett Haigh to George William Bratton Garrity James Thomas Garrity and Cecil Samuel Garrity all of Greytown farmers as tenants in common in equal shares produced 21st August 1950 at 10.12 a.m. H.L.W.G.

Transmission 689603 of the share of James Thomas Garrity to Robert Bruce Garrity of Auckland Bank Officer Maxwell James Garrity of Dunedin Divinity Student and John Carlton Garrity of Greytown Farmer as executors - 7.10.1965 at 10.44 am.

Transfer 721267 to The Trustee Executors and Agency Company of New Zealand Limited of Dunedin - 13.9.1967 at 10.16 am. A.L.R.

DISCHARGED Transfer 721268 to The Hereford Investment Company Limited - 13.9.1967 at 10.19 am 27/1/1973 A.L.R.

DISCHARGED Transfer 721270 to The Hereford Investment Company Limited - 13.9.1967 at 10.23 am. 27/1/1973 A.L.R.

DISCHARGED Mortgage 988064 to The State Advances Corporation at 2.16 p.m. 27/7/1973 A.L.R.

THIS REPRODUCTION (ON A REDUCED SCALE) CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL REGISTER FOR THE PURPOSES OF SECTION 115A LAND TRANSFER ACT 1952. D.I.R.

No. 879258 Evidence of the change of Name of the Mortgagee in Mortgage 721268 to Trustees Executors Investments Limited - 13.7.1971 at 2.30 p m A.T. Hussey A.L.R.

No. 879258 Evidence of the change of name of the Mortgagee in Mortgage 721270 to Trustees Executors Investments Limited - 13.7.1971 at 2.30 p m A.T. Hussey A.L.R.

336/240

Transfer 988061 to Peter Barry Wenden of Greytown, Farmer, and Lynne Marie Wenden, his wife, as tenants in common in equal shares - 27.7.1973 at 10.43 o'c. A.T. Hussey

137690.1 DISCHARGED Mortgage 988063 to The State Advances Corporation 2487 - 27.7.1973 at 10.45 o'c. A.L.R.

137690.2 DISCHARGED Mortgage 988064 to Brian Henry Hassell - 2/7/1976 at 2.57 p.m. A.L.R.

Mortgages 988063 and 988064 are discharged as to the within land. See Documents 146187.1 and 146187.2 - 5.5.1975 at 9.47 a.m. A.L.R.

Transfer 146187.3 to The Mayor, Councillors and Citizens of the Borough of Greytown - 5.5.1976 at 9.47 a.m. A.L.R.

COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952
Limited as to Parcels

Historical Search Copy

R.W. Muir
Registrar-General
of Land

Identifier	**WN336/246**
Land Registration District	**Wellington**
Date Issued	02 June 1926

Prior References
DI 13/618

Estate	Fee Simple
Area	7411 square metres more or less
Legal Description	Lot 51-52 Deposited Plan 55

Original Proprietors
The Greytown Borough Council

Interests
10427983.1 Correction of Name of The Greytown Borough Council to South Wairarapa District Council - 9.6.2016 at 3:17 pm

Identifier **WN336/246**

LAND DEEDS
Method: From CT336/246
Name: Nancy Wright
10 OCT 1955
Fees: 12 0/2
Fees: 1 T 5/ -
Abstract No. 4619

NEW ZEALAND.

Land Transfer (Compulsory Registration of Titles) Act, 1924.

Reference: Deeds Index. Vol. 13 Folio 616

Application No. C. 2660

Register book. Vol. 336, folio 246

CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT.

LIMITED AS TO PARCELS AND TITLE.

This Certificate, dated the second day of June one thousand nine hundred and twenty-six under the hand and seal of the District Land Registrar of the Land Registration District of WELLINGTON Witnesseth that

RICHARD ALFRED WAKELIN of Greytown Sawmiller

is seised of an estate in fee-simple (subject to such reservations, restrictions, encumbrances, liens, and interests as are notified by memorial underwritten or endorsed hereon, subject also to any existing right of the Crown to take and lay off roads under the provisions of any Act of the General Assembly of New Zealand) in the land hereinafter described, as the same is delineated by the plan hereon bordered green, be the several admeasurements a little more or less, that is to say: All that parcel of land containing ONE ACRE THREE ROODS AND THIRTEEN PERCHES more or less situate in ~~the Borough of Greytown~~ being part of Section 50 Koroa Block and being Lots 51 and 52 on a plan deposited in the Deeds Register Office at Wellington as Number 55

District Land Registrar.

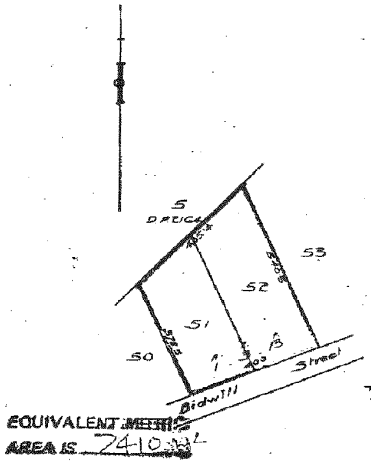
THIS CERTIFICATE IS NO LONGER EFFECTIVE AS TO

Transfer 388395 Pursuant to section 80 of the Rating Act 1925 the Mayor Councillors and Citizens of the Borough of Greytown to George William Brattin Gastrey, James Thomas Gastrey and Reed Samuel Gastrey all of Greytown farmers as tenants in common in equal shares filed 10th October 1957 at 12.7 pm

Transmission lease of the Estate of James Thomas Gastrey to Robert Bruce Gastrey of Auckland, Bank Officer, Graham James Gastrey of Dunedin, Divinity Student and John Stanton Gastrey of Greytown Carrier as executors - 7.10.1966 at 12.44 am

Transfer 721267 to the Trustees Executors and Agency Company of New Zealand Limited at Dunedin - 13.9.1967 at 10.16

CONTINUED



EQUIVALENT METRIC AREA IS 7410 m²

Scale 2 Chains to an inch

Deeds Plan 38

Identifier **WN336/246**

336/246

DISCHARGED 721268 to The Hereford Investment Company Limited - 13.9.1967 at 10.12 a.m.

DISCHARGED 721269 to The Hereford Investment Company Limited 13.9.1967 at 10.23 a.m.

DISCHARGED 730496 to The State Advances Corporation 1.7.1968

REPRODUCTION (IN A REDUCED SCALE) CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL REGISTER FOR THE PURPOSES OF SECTION 195A LAND TRANSFER ACT 1952

D.I.R.

No. 879258 Evidence of the change of name of the Mortgagee in Mortgage 721268 to Trustees Executors Investments Limited - 13.7.1971 at 2.30 p m

A.L.R.

No. 879258 Evidence of the change of name of the Mortgagee in Mortgage 721270 to Trustees Executors Investments Limited - 13.7.1971 at 2.30 p m

A.L.R.

Transfer 988061 to Peter Barry Wenden of Greytown, Farmer, and Lynne Marie Wenden, his wife, as tenants in common in equal shares - 27.7.1973 at 10.43 o'c.

137690.1 DISCHARGED 132728.1 A.L.R.

DISCHARGED Mortgage 988063 to The State Advances Corporation 23 July 1976 at 2.45 o'c.

A.L.R.

137690.2 DISCHARGED 132728.2 A.L.R.

DISCHARGED Mortgage 988064 to Bryan Henry Hayes 23 July 1976 at 2.45 o'c.

A.L.R.

Mortgage 988063 and 988 064 are discharged as to the within land. See Documents 146187.1 and 146187.2 - 5.5.1976 at 9.47 a.m.

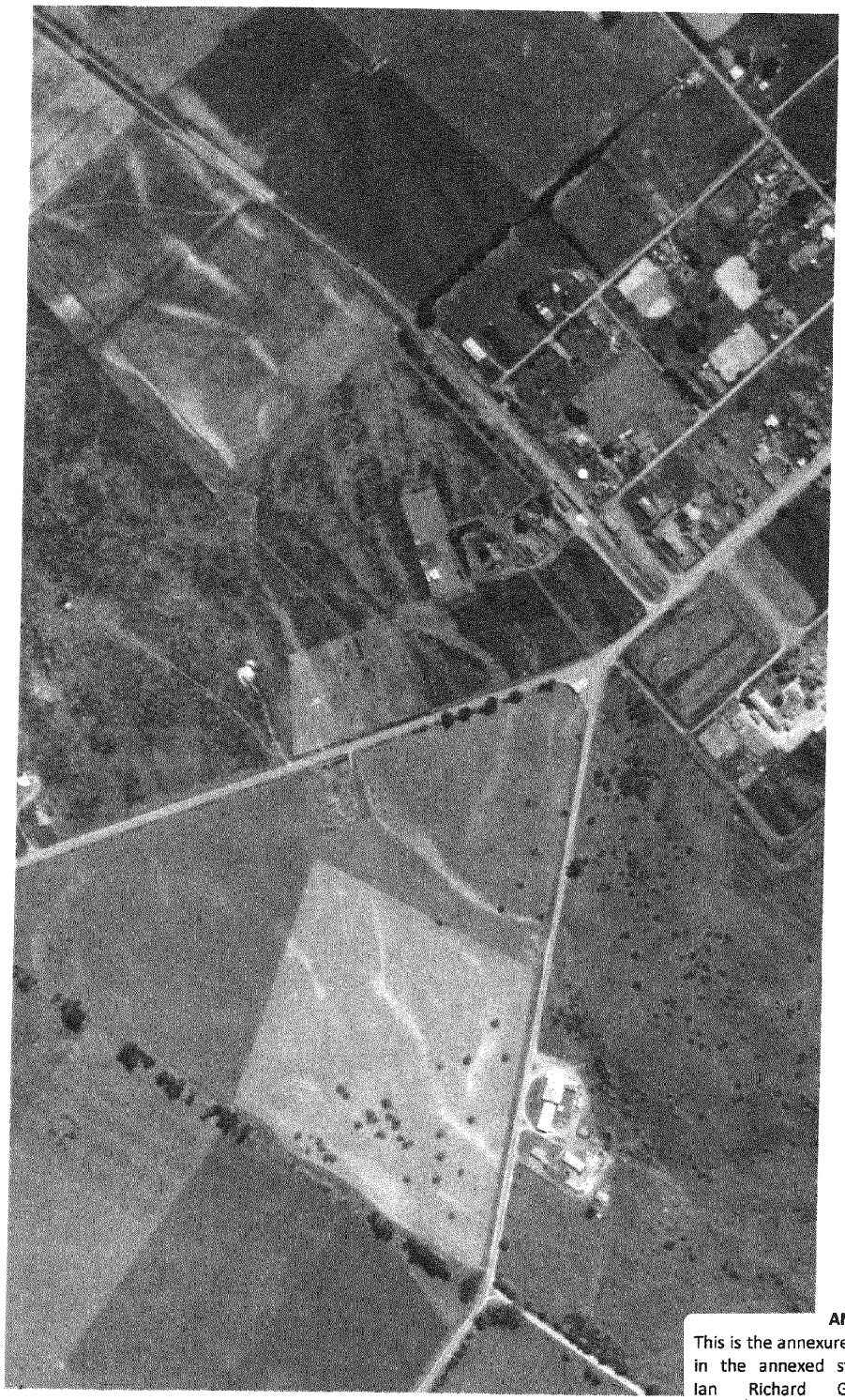
A.L.R.

Transfer 146187.3 to The Mayor, Councillors and Citizens of the Borough of Greytown - 5.5.1976 at 9.47 a.m.

A.L.R.

"B"

1941 Image



ANNEXURE

This is the annexure marked **"B"** referred to in the annexed statutory declaration of Ian Richard Garrity declared at Greytown on 6 May 2019 before me:

Signature: .....

~~Solicitor of the High Court of~~ New Zealand (or other person authorised to take a statutory declaration)

David Kent Hayden, JP
#3185
GREYTOWN
Justice of the Peace for New Zealand

Statutory Declaration in Support of Application to Bring Land under the Land Transfer Act 1952 and in Support of Application for Computer Register for Land on Grounds of Possession

I, **VALMAI ALICE WILLIS**, of Greytown, do solemnly and sincerely declare that:

1. I am a person who has had a long association over a period of 42 years (living in the Greytown/Woodside area) with the area in which the land referred to in the Application and Declaration from South Wairarapa District Council (**Council**) is located.

2. During a period of 5 years, from 1 April 1987 to 31 March 1992, my late husband John Leslie Willis and I were the Lessees of the land now contained in computer freehold registers 774470, WN336/246, 589504, and WN336/240 (**Council Land**). A copy of the Lease between us as Lessee and the Greytown Borough Council (now South Wairarapa District Council) as Lessor is annexed to this declaration and marked with the letter "A" (**Lease**).

3. The Council Land adjoins the land described as Lot 4 LT Plan 527754 (known as Bidwell Street) and Lot 5 LT Plan 527754 (known as Balfour Street) (Relevant Land).

4. During the term of the Lease, we had exclusive possession of the Council Land approximately outlined in red on the plan attached to the Lease (but excluding that area shown as part of Balfour Street and adjoining 5 Balfour Street, which was fenced off and formed part of 5 Balfour Street). Excluding that particular area, the areas shown on the plan attached to the Lease as "Bidwell Street" and "Balfour Street" and now described as Lots 4 and 5 LT Plan 527754 were considered to be an integrated part of the Council Land and were occupied and used by us.

5. During the term of the Lease, the Council Land was fenced with post and wire fences in approximately the same location and position as existing fencing. The Council Land was used by us as pasture to graze dairy cows. We applied super-phosphate fertiliser to the Council Land periodically with our tractor. As part of our Lease obligations, we cleaned all drains, ditches and watercourses on the Council Land and kept it clear of noxious weeds and vermin.

VAW.

6. Throughout the term of the Lease we paid a rental to the Council and we considered the Council to be the owner of Lots 4 and 5 LT Plan 527754, and to us it was known as Stella Bull Park.

7. Since the Lease expired, I have continued to reside in Greytown and have remained familiar with the Council Land.

8. To the best of my knowledge and belief, the Council has been in continuous adverse possession of the Relevant Land since at least April 1987. Occupation of the Relevant Land was always continuous, exclusive, open, actual and undisputed while the Council was in possession of the Council Land. The Relevant Land was always considered to be part of the Council Land.

9. I have read the attached Application and Declaration from Council and confirm that to the best of my knowledge and belief, the matters set out in the Application and Declaration are correct and accord with my own observations.

10. I am not an employee or agent of the Council. I further declare that I have no vested interest in the outcome of the application by Council to become registered proprietor of the Relevant Land.

11. I make this statutory declaration in my personal capacity and as a disinterested person.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957.

Declared at Greytown this 6th May 2019 before me:) VA Willis

~~Solicitor of the High Court of New Zealand~~
(or other person authorised to take a statutory declaration)

David Kent Hayden, JP
#3185
GREYTOWN
Justice of the Peace for New Zealand

VAW.

"A"

Add 12.5% for GST

18420/390

Log 16.4.91

THIS DEED made this 19th day of May 1987

BETWEEN GREYTOWN BOROUGH COUNCIL (hereinafter called "the Lessor") of the first part AND JOHN LESLIE WILLIS and VALAI ALICE WILLIS of Greytown, Farmers (hereinafter called "the Lessee") of the second part WITNESSES THAT

IN CONSIDERATION of the rent herein reserved and the covenants, conditions, agreements and restrictions on the part of the Lessee herein contained and implied, the Lessor DOES HEREBY DEMISE AND LEASE to the Lessee and the Lessee DOES ACCEPT ON LEASE all that the land described in the Schedule hereto (hereinafter called "the said land") TO HOLD the same unto the Lessee for a term of 4 years 364 days from the 1st day of April 1987 and terminating on the 31st day of March, 1992 at an annual rental of SEVEN HUNDRED DOLLARS ($700) payable by half-yearly payments of THREE HUNDRED AND FIFTY DOLLARS ($350) each in advance on the 1st day of April and October in each year during the term of this Lease, the first of such instalments to become due and payable on the 1st day of April 1987.

07JL87 124 [DTY] $2.00

NEW ZEALAND STAMP DUTY MSE

AND IT IS HEREBY COVENANTED by and between the Lessor and the Lessee as follows:

1. THAT the Lessee will duly and punctually pay to the Lessor by bank order or as the Lessor may direct all rent herein reserved on the days and in the manner mentioned free and clear of all deductions.

2. THAT the Lessee will not assign, sublet or part with possession of the said land or any part thereof without first obtaining the written consent of the Lessor PROVIDED THAT such consent shall not be arbitrarily or unreasonably withheld in the case of an assignment or subletting to a respectable, financial and responsible proposed assignee or sub-tenant who will contemporaneously enter into a Deed of Covenant with the Lessor whereby the proposed assignee or sub-tenant shall covenant to perform, observe and keep all the covenants, provis

ANNEXURE

This is the annexure marked **"A"** referred to in the annexed statutory declaration of Valai Alice Willis declared at Greytown on 6 May 2019 before me:

Signature: .....

~~Solicitor of the High Court of New~~ Zealand

(or other person authorised to take a statutory declaration)

David Kent Hayden, JP
#3185
GREYTOWN
Justice of the Peace for New Zealand

VAW.

conditions and agreements herein contained or implied on the part of the Lessee and if the proposed assignee or sub-tenant be a corporation, the Lessor may at the option of the Lessor require any such Deed of Covenant to extend to and include the shareholders and/or the directors or principal officers of such corporation, any Deed of Covenant to be prepared and stamped by the Solicitors for the Lessor at the expense of the Lessee

3. THAT the Lessee will during the term hereof pay, satisfy and discharge all rates, taxes and assessments from time to time levied or imposed upon or payable in respect of the said land.

4. THE Lessee will during the said term manage all parts of the said land in a proper and husbandlike manner.

5. THE Lessee will at all times during the continuance of the said term hereby created repair amend and renew and keep in good clean serviceable substantial and tenantable repair order and condition all internal and external fences gates bridges and other erections or improvements (buildings always excepted) and all parts thereof now or hereafter during the said term situated or erected upon or about the said land and will at the expiration or sooner determination of the said term quietly yield up to the Lessor the said land and the said parts thereof in the like good clean serviceable substantial and tenantable repair order and condition as they are at the commencement.

6. THE Lessee shall not without the consent in writing of the Lessor cut or fell or destroy any indigenous trees or native green timber.

7. THE Lessee shall not interfere with any of the works of the Wairarapa Catchment Board and shall co-operate with the Board as necessary for protection of the land against damage by flood or erosion.

8. THE Lessee will at least once in every year of the said term clean and open all drains ditches and water courses on the said

VAW.

land and will keep the same clean and unobstructed at all times during the continuance of the said term.

9. THE Lessee shall and will at all times and from time to time during the said term clear and keep clear the said lands of all noxious weeds and vermin and will in particular comply in respect of the said lands with the provisions of the Noxious Plants Act 1970, the Agricultural Pests Destruction Act 1967, the Plants Act 1970 and all amendments thereto and all other Acts and Regulations pertaining to farming.

10. THAT the Lessor's legal costs of and incidental to the preparation, completion and stamping of this Deed of Lease shall be paid by the Lessee together with any costs and expenses that may be incurred by the Lessor as a result of any breach of covenant or incidental to the preparation and service of any notice under the term of this Lease.

11. THAT the Lessee shall permit the Lessor and/or his agents with or without other persons at all reasonable times during the term hereof to enter the said land and examine the state and condition thereof and the Lessee will within one (1) calendar month of the Lessor or its agent giving written notice to the Lessee repair and make good all defects and wants of reparation described in the said notice.

12. THAT the Lessee shall permit the Lessor and/or his agents with or without workman and materials and appliances to enter the said land for the purpose of preparing for executing and carrying out such alterations, repairs or maintenance as the Lessor may consider necessary or advisable. Any alterations, repairs or maintenance carried out by or on behalf of the Lessor in terms of this Clause shall be carried out so as to cause as little interference with the occupation and use of the said land as is reasonably practicable.

THAT the Lessee paying the rent hereby reserved and forming and observing all and singular the covenants and

VAW.

conditions of the Lessee herein contained and implied shall quietly hold and enjoy the said land throughout the term hereof without any interruption by the Lessor or any person claiming under the Lessor.

14. THAT the Lessee shall ensure that his stock at no time has access to the plantation strips surrounding the said land as coloured yellow on the plan attached to the schedule hereto.

15. THAT the Lessor may from time to time agree to allow the Lessee to graze the stock route as is marked green on the plan attached to the schedule hereto but in such a manner as to allow access at all times to farmers moving stock through the stock route.

16. THAT the Lessee shall, upon receiving three months notice in writing from the Lessor, relinquish his rights under this lease to the land bordered blue on the plan attached to the schedule hereto and there shall be no reduction in rental on such relinquishment.

17. THAT all differences and disputes which shall arise between the parties hereto concerning the land or any act or thing to be done or suffered or omitted to be done in pursuance hereof or concerning the construction of this Lease shall be referred to the arbitration of two arbitrators one to be appointed by each party or the arbitration of the umpire appointed by such arbitrators should they be unable to agree and in every event any such determination shall be in accordance with the Arbitration Act 1908 or any amendment thereto or re-enactment thereof for the time being in force.

18. THAT there shall be vested in the Lessor an immediate power of distress in case default shall be made and shall continue to be made for seven (7) days in payment of the rent hereby reserved or any part thereof.

19. THAT if the rent hereby reserved or any part thereof is unpaid and in arrears for the space of fourteen (14) days after

VAW.

any of the days whereon the same shall become due and payable (whether formally demanded or not) or if any covenant on the Lessee's part herein contained or implied shall not be observed performed or kept or if the Lessee shall become bankrupt or in the case of a company go into liquidation or if the Lessee fail in carrying out any covenant condition or provision on the part of the Lessee herein expressed or implied it shall be lawful for the Lessor at any time thereafter without notice or suit to perform any such covenant condition or provision on behalf of the Lessee and if necessary for so doing re-enter the said land or any part thereof in the name of the whole and all moneys paid and expenses incurred in so doing and all costs incurred by the Lessor in connection therewith shall be forthwith repaid to the Lessor by the Lessee together with interest thereon at the rate of $18 per centum per annum which may be recoverable by distress under the Distress and Replevin Act 1900 or otherwise and thereupon at the discretion of the Lessor the term hereof shall absolutely cease and determine but without prejudice to the rights of either party hereto in respect of any breach of the covenants, conditions or terms herein contained or implied.

20. THAT the Lessee shall not be entitled to registration of this Lease or any Lease in renewal hereof and the Lessee shall not Caveat the Lessor's title to the said land.

21. THAT any notice required to be served by this Lease shall be served in accordance with Section 152 of the Property Law Act 1952.

22. THAT such of the provisions of the Property Law Act 1952 or any amendments thereof as are inconsistent with or contradictory to these presents shall be negatived or modified to the extent of such inconsistency.

23. THAT all references to "the Lessor" and "the Lessee" shall where not inconsistent with the context extend to and include in the cases of persons their executors, administrators and permitted assigns and in the case of bodies corporate their successors and

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permitted assigns and where there are more than one Lessor or Lessee all covenants and agreements contained or implied in this Deed of Lease to be performed or observed shall bind the Lessors and Lessees both jointly and severally and the singular when used in this Deed of Lease shall include the plural and vice versa and the masculine shall include the feminine and vice versa.

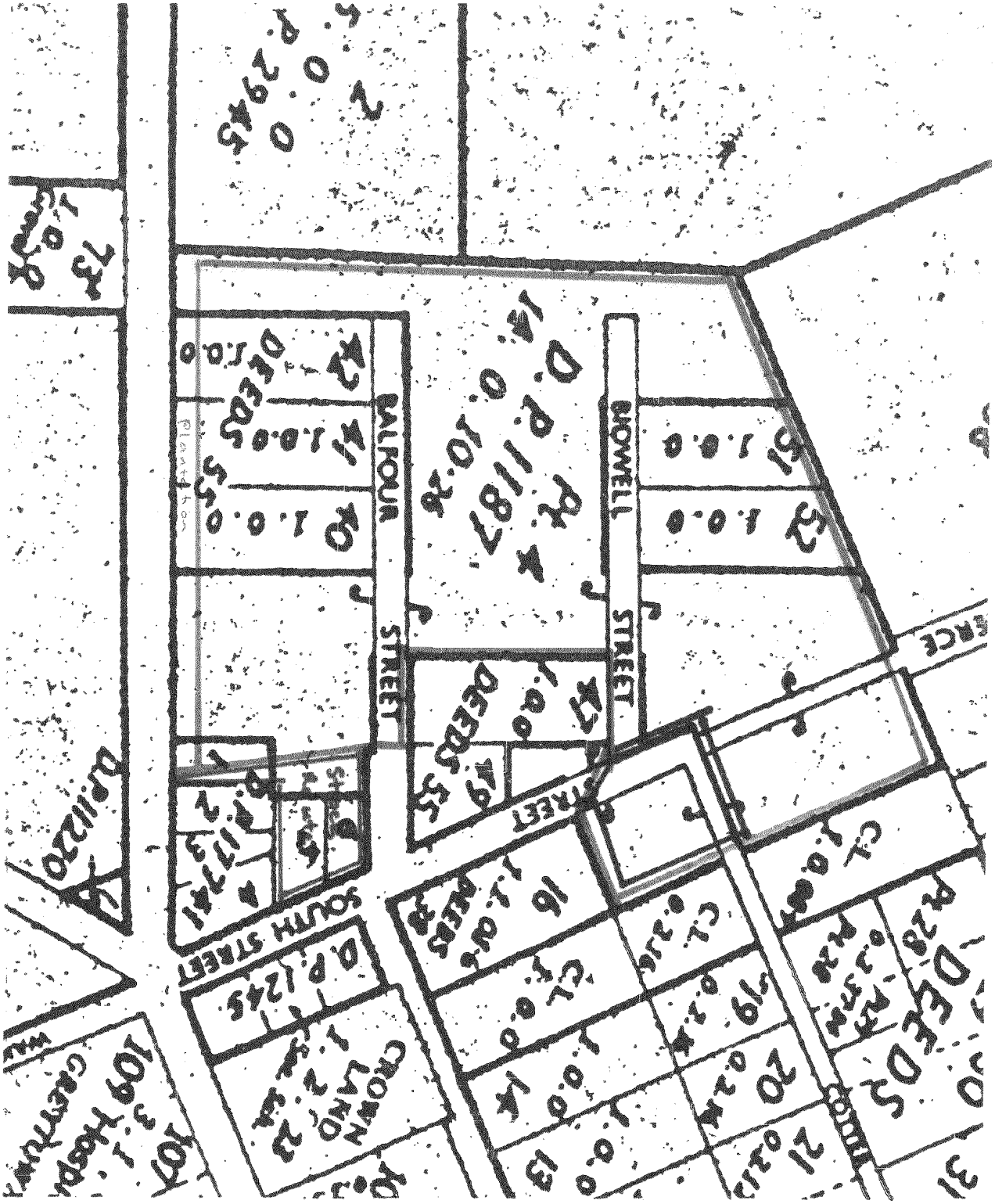
24. THE Lessor and Lessee agree that if this lease is subject to the provisions of the Land Settlement Promotion and Land Acquisition Act 1952 they will make the appropriate application and declarations.

IN WITNESS WHEREOF this deed has been executed the day and year first hereinbefore written.

SCHEDULE

All that parcel of land containing 7.4524 hectares being Lots 1 to 5 on Deposited Plan 17741 as is shown marked red in the diagram attached hereto.

VAW.


D.P. 2945
D.P. 1187
Pt 4
BALFOUR STREET
HOWELL STREET
SOUTH STREET
DEEDS
D.P. 1245
CROWN LAND
D.P. 11220
C.T.

VAW.

THE COMMON SEAL of THE GREYTOWN BOROUGH COUNCIL as Lessor was hereunto affixed in the presence of:-)

J C Gainty

THE GREYTOWN BOROUGH COUNCIL The Common Seal Of

SIGNED by the said JOHN LESLIE WILLIS and VALMAI ALICE WILLIS as Lessee in the presence of:)

J L Willis

VA Willis

W HAW

DATED 1987

BETWEEN GREYTOWN BOROUGH COUNCIL

"the Lessor"

A N D JOHN LESLIE WILLIS and
VALMAI ALICE WILLIS

"the Lessee"

DEED OF LEASE

VAW.

SULLIVAN, COOKE & McCLURE,
SOLICITORS,
GREYTOWN

Form A

Application to bring land under the Act (by a person in adverse possession to documentary owner)

I, **PAUL CHARLES CRIMP of Greytown**, Chief Executive Officer of South Wairarapa District Council (**Council**) do declare, on behalf of the Council, that:

(a) the Council is in adverse possession of those pieces of land situated in Greytown, containing:

(i) 0.3136 hectares more or less being Lot **4** LT Plan 527754 (known as part Bidwell Street but not vested as legal road); and

(ii) 0.2445 hectares more or less being Lot 5 LT Plan 527754 (known as part Balfour Street but not vested as legal road),

being the subject of this application (**Relevant Land**) and which is subject to a right of way appurtenant to the adjoining titles pursuant to section 168 of the Land Transfer Act 1952.

(b) The Relevant Land is valued at $360,000 plus GST and no more, and is part of section 50 on the Plan of the Morea Block originally granted to Pierce Cotter of the River Hutt, Farmer as from 26 February 1863 under Crown Grant 2514 dated 19 June 1867 (Deeds Index 18/150 continued on Deeds Index 18/274).

(c) I am not aware of any mortgage, encumbrance, or claim affecting the said Relevant Land, or that any person has any claim, estate, or interest in the said Relevant Land, at law or in equity, in possession or in expectancy, other than is set down and stated as follows – that is to say:

(i) subject to a right of way appurtenant to the adjoining land in the Council's possession and described in (f) below pursuant to section 168 of the Land Transfer Act 1952; and

(ii) Pierce Cotter of the River Hutt Farmer (deceased) is still shown as the documented owner of the Relevant Land in Deeds Index 18/150 (continued on Deeds Index 18/274), there being no

22-03-2019

transmission or transfer of his estate in the Relevant Land to any other person.

(d) that there is no person in possession or occupation of the Relevant Land adversely to the Council's estate or interest therein;

(e) that the Relevant Land is now occupied by the Council;

(f) that the Council owns and occupies land contiguous thereto (now held in computer freehold registers 774470, WN336/246, 589504, WN336/240) (**Council Land**) and has done so since 1976 and that there are no deeds or instruments of title affecting the Relevant Land in Council's possession or under Council's control. The owners of adjoining land and relevant interest holders have all disclaimed the statutory right of way easement under section 168 of the Land Transfer Act 1952.

And I make this solemn declaration conscientiously believing the same to be true.

Dated at Martinborough this 22 day of March 2019

PAUL CHARLES CRIMP

Made and subscribed by the above-named PAUL CHARLES CRIMP this 22 day of March 2019 in the presence of:

JP.

~~A solicitor of the High Court of New Zealand~~ (or other person authorised to take a statutory declaration).

E. E. FENWICK
Justice of the Peace New Zealand
Company Director
34 Princess Street
Martinborough
#94367

I, **PAUL CHARLES CRIMP**, the above declarant, do hereby apply to have the piece of land described in the above declaration (being the Relevant Land) brought under the provisions of the Land Transfer Act 1952.

Dated at MARTINBOROUGH this 22ND day of MARCH. 2019

PAUL CHARLES CRIMP

Signed by the above-named PAUL CHARLES CRIMP in the presence of: EE Fenwick J.P.

Name: E. E. FENWICK
Justice of the Peace New Zealand
Occupation: Company Director
Address: 34 Princess Street
Martinborough
#94367

Correct for the purposes of the Land Transfer Act 1952

Solicitor for the Applicant
[DONNA-MARIE HURLEY]

Statutory declaration in support of Application to Bring Land under the Land Transfer Act 1952 and in support of Application for Computer Register for Land on Grounds of Possession

I, **PAUL CHARLES CRIMP**, Chief Executive Officer of Greytown do solemnly and sincerely declare on behalf of South Wairarapa District Council (**Council**) that:

1. The Council is the applicant in the above application.

2. To the best of my knowledge and belief, all the statements made in the application are true and correct.

3. I am not in possession of any information not disclosed in the application which would be adverse to the Registrar granting it.

4. **Period of personal possession claimed:**

   The Applicant applies to the Registrar for the issue to the Applicant of a Computer Freehold Register under the Land Transfer Act 1952 for an estate in fee simple in the Relevant Land described in the Application, on the ground that the Applicant is entitled to the fee simple estate in the Relevant Land as it is vested in possession of, and has been in continuous possession of, the Relevant Land for a period of not less than 20 years, being a period of no less than 42 years. Occupation dates from 1976 and the Council continues in possession at the date of this application with the periods of acquisition more particularly described in section 6 below. Evidence to support this application is set out below.

5. South Wairarapa District Council, Benjamin John Barraud and Christine Barraud, Claire Anne Bellham and Paul Torrance Butler as owners of adjoining land (and the Bellham/Butler mortgagee) have all signed disclaimers with respect to the statutory easement under section 168 of the Land Transfer Act 1952. A copy of the disclaimers are annexed to this declaration and marked with the letter "A". In the course of considering this issue, the Barraud's elected to discharge their mortgage and therefore no mortgagee consent is required.

22-3-19

6. **Periods of prior possession claimed:**

(a) Pierce Cotter of the River Hutt, Farmer was granted the Relevant Land from 26 February 1863 under Crown Grant 2514 dated 19 June 1867 (4/123) (Deeds Index 18/150 and 18/274). A copy of Grown Grant 2514, Deeds Index 18/150 and Deeds Index 18/274 are annexed to this declaration and marked with the letter "B";

(b) Pierce Cotter died on 28 June 1894 and a copy of the Will, Codicil, Probate Record and affidavit of John Cotter and Joseph John Freeth (Executors) are annexed to this declaration and marked with the letter "C";

(c) Under his will, dated 1 March 1876 Pierce Cotter appointed his son, James Cotter, and his son-in-law Joseph John Freeth to be the executors and trustees of his will. James Cotter died and was replaced as executor by John Cotter, by a codicil dated 8 January 1889.

(d) The will provided for all real estate (except estates vested in him as a trustee or mortgagee) to be bequeathed to his executors upon trust to be sold. Following provision of an annual payment of £400 to his wife and payment of expenses, Piece Cotter directed that the trust moneys be divided among his children in equal shares. Provision was made that the payment of the share of any child who predeceased Piece Cotter with children of their own, would be held by the executors on trust, for such children.

(e) Pierce Cotter signed a second codicil on 19 April 1892. It provided that Pierce Cotter (the younger) had died and required his share of trust moneys from the estate to be held by the executors upon trust for Pierce Cotter (the younger's) children.

(f) Pierce Cotter and his wife (Margaret) had five children as follows:

(i) James Cotter (died July 1882).

(ii) Mary Ellen Freeth (nee Cotter) (died 1927).

(iii) Thomas Cotter (died May 1889).

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22-3-2019

(iv) Pierce Cotter (died March 1892).

(v) John Cotter (died December 1911).

(g) James, Thomas and Pierce all pre-deceased their father. Pierce Cotter (the Younger) and his wife (Selina) had five children as follows:

(i) Frederic Charles Henry Cotter (died August 1946).

(ii) Pierce Cotter III (died September 1948).

(iii) John Joseph Cotter (died October 1941).

(iv) Alice Mary Harris (Cotter) (died May 1963).

(v) Selina Matilda Cotter (died 1940).

(h) Thomas Cotter and his wife (Emma) had four children as follows:

(i) William Stanley Cotter (died 1884).

(ii) Ethel Amy Cleland (nee Cotter) (died 1953).

(iii) Evelyn Bennington (nee Cotter) (died 1965).

(iv) Lillian Maud Cotter (died 1913).

(i) James Cotter and his wife (Rosina) had seven children as follows:

(i) Margaret Eliza Judd (nee Cotter) (died April 1948).

(ii) Pierce James Cotter (died August 1948).

(iii) Rosina Wylie (nee Cotter) (died December 1958).

(iv) Charles Douglas Cotter (died July 1951).

(v) Henry Thomas Cotter (died January 1966).

(vi) Edith Mary Cometti (nee Cotter) (died December 1942).

(vii) Herbert Parr Cotter (died 1915).

(j) Pierce Cotter's executors are also deceased with his son John dying in December 1911, and his son-in-law Joseph John Freeth dying in 1905.

(k) All direct beneficiaries of the monies derived from the estate of Pierce Cotter are deceased and his estate is wound up. To my knowledge there are no living persons who are interested persons in terms of the Relevant Land, as beneficiaries or executors of Pierce Cotter.

(l) Evidence of further occupation, since at least 1941, is discussed in section 8.

(m) A search of all conveyances of land forming part of section 50 on the Plan of the Morea Block listed in Deeds Index 18/150 and Deeds Index 18/274 has been undertaken. A copy of each conveyance document and a table prepared by Simpson Grierson confirming the conveyances do not include the Relevant Land are annexed to this declaration and marked with the letter "D". No evidence has been located that suggests anyone other than Pierce Cotter is the documentary owner of the Relevant Land;

(n) The Council acquired the Council Land (as defined in the application) from Peter Barry Wenden and Lynne Marie Wenden in 1976, to establish a memorial park at the south end of Greytown (**Wenden Acquisition**). A copy of Memorandum of Transfer 146187.3 is annexed to this declaration and marked with the letter "E". The ownership of the Council Land in the intervening time period is explained in the Land Status Report prepared by Simpson Grierson and dated August 2018, a copy of which is annexed to the declaration of Helen Sue McNaught;

(o) The Wenden Acquisition related to Lots 1 and 5, DP 17741, Lots 40-42, 51, 52 Deeds Plan 55 and Part Lot 4 DP 1187 (incorporating the Council Land). The acquisition was in exchange for other Council owned land near Greytown Cemetery;

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(p) Subsequently in 1982, the Council acquired Lot 6 DP 17741 (CFR WN11D/1060) from Harry Rainsford Kirk Hall and Evelyn Hall to add to the proposed memorial park. It adjoins the formed part of Balfour Street that has been legalised. A copy of Memorandum of Transfer 526255.2 is annexed to this declaration and marked with the letter "F";

(q) A copy of a letter dated 5 July 1974 from the then Council solicitors to the Registrar of the Supreme Court setting out the background to the Council's acquisition of the Council Land from Mr and Mrs Wenden is annexed to this declaration and marked with the letter "G".

7. **Manner of occupation:**

1976 - present day: The Council (or its statutory local authority predecessor) has had continuous, open, actual and undisputed occupation of the Council Land and the Relevant Land.

8. **Is the land fenced?**

The Relevant Land is completely surrounded by lands owned by the Applicant and fenced with, and used as part of, the Applicant's Land. Since 1976, the Relevant Land has been considered to be part of the wider Council Land. A search of the Council records has not uncovered anything to suggest that the Relevant Land has ever been formed as road. Rather, all evidence suggests that it has been used as part of the wider Council Land described in the Application. In particular:

(a) A copy of an aerial photograph circa 1941 with the Relevant Land approximately outlined in red is annexed to this declaration and marked with the letter "H". The photograph shows the Relevant Land and Council Land was undeveloped farm land in 1941;

(b) A copy of an aerial photograph circa 2003 with the Relevant Land approximately outlined in red is annexed to this declaration and marked with the letter "I". The photograph shows the Relevant Land and Council Land was undeveloped farm land in 2003;

(c) A copy of an aerial photograph image from 2010 with the Relevant Land approximately outlined in red is annexed to this declaration and marked

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with the letter "J". The image shows the Relevant Land and Council Land was undeveloped farm land in 2010;

(d) An aerial plan prepared on 4 December 2017 identifying how the Council Land has been fenced is annexed to this declaration and marked with the letter "K", showing:

(i) original boundary fencing from at least 2010 and believed to be from 1974 outlined in red and purple, with a fence constructed along the alignment of "Balfour Street" (Lot 5 LT Plan 527754);

(ii) More recent fencing shown in yellow, orange and blue to reflect uses of the Council Land. There have been some changes to the fencing, primarily to exclude Pierce Street and the land described in CFR's WN19B/1267 and 774469 from the wider land when Pierce Street was formed as road. With this exception, the boundary fencing has remained largely unchanged and the Council has not uncovered any evidence that suggests the Relevant Land was ever treated as separate from the Council Land.

(e) The Relevant Land is, and has since at least 1976 been fully integrated into the Council Land within standard stock proof and/or post and wire fencing. It is now managed as open pasture and was previously grazed and fertilized by various Council tenants.

9. **Have any payments by way of rent or otherwise been made or claimed?**

No evidence exists of requests for such payments having been made to the Council during the Council's occupancy.

The land is not separately rated by either South Wairarapa District Council or Greater Wellington Regional Council as confirmed in the letter annexed to this declaration and marked with the letter "L".

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Continuation Evidence to support application:

The following evidence supporting the claim **accompanies** this Application:

1. **Purposes for which land has been used**:

There is evidence that even prior to the Council's occupation, the Relevant Land was occupied as part of the wider Council Land. In particular, from August 1950 until September 1967, it was part of the wider Council Land used for grazing horses by the "Garrity Brothers" carrying business. This is confirmed in the attached declarations by Ian Richard Garrity and Faye Mary Dymond who both have first hand knowledge of the Council Land and Relevant Land over much of that timeframe.

Photographic evidence attached to this declaration from 1941 shows the Relevant Land as undeveloped pasture or farmland, incorporated within the wider Council Land, which is currently fenced in what appears to be largely its original position. The Council has been responsible for repairing and maintaining fences since it acquired the Council Land.

There is nothing physically to indicate that any roads have ever been formed on the Relevant Land and this is confirmed in the declarations of Ian Richard Garrity and Fay Mary Dymond.

Ian Richard Garrity and Faye Mary Dymond recall in their declarations that the Relevant Land and Council Land was unsuited for crops or cultivation because it had too many boulders. Since the Council's occupation the Council Land and Relevant Land has been used for grazing stock, with various leases or licences entered into with the Council acting as lessor/licensor.

David James Taylor and Valmai Alice Willis are both prior lessees under grazing licences and have provided statutory declarations outlining the nature of their occupation, confirming that the Relevant Land was incorporated into, fenced and managed as part of the wider Council Land.

During any periods where the Relevant Land and Council Land has not been actively grazed by Council tenants, it has been consistently managed by the

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22-03-2019

Council, with the Council taking full responsibility for fertilising, fencing, removal of noxious weeds and damaged trees, clearing drains, ditches and watercourses.

2. **Improvements**:

Refer to paragraph 8 above regarding fencing. There are no substantial improvements or structures. Since the Council's occupation, there have been grazing leases over the wider Council Land and lessees have fenced the land and applied fertilizer. During any period where the Council Land and Relevant Land has not been tenanted, the Council has actively managed all of the Land.

3. **Acknowledgement**:

The Council, and to its knowledge its predecessors in possession, and agents, have never acknowledged the title of the registered proprietor of the Relevant Land.

4. **Disability of registered proprietors (applicable only where period of possession is less than 30 years)**:

Not applicable.

5. **Statutory Declarations**:

Declarations made by Helen Sue McNaught, Bruce Craig, Valmai Alice Willis, Ian Richard Garrity, Faye Mary Dymond and David James Taylor.

6. Addresses:

(a) Applicant address for service:

South Wairarapa District Council
19 Kitchener Street
Martinborough 5711
PO Box 6
Martinborough 5741

(b) Names and addresses of owners and occupiers of contiguous land.

South Wairarapa District Council
19 Kitchener Street
Martinborough 5711
PO Box 6
Martinborough 5741

22-03-2019

Benjamin John Barrand and Christine Barrand
31 Waipapa Road
Hataitai
Wellington 6021

Claire Anne Bellham and Paul Torrance Butler
5 Balfour Street
Greytown 5712

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957.

Declared at Martinborough this 22:03:2019)
2019 before me:)
)

PAUL CHARLES CRIMP

EE J.P.

~~Solicitor of the High Court of New Zealand~~
(or other person authorised to take a statutory declaration)

E. E. FENWICK
Justice of the Peace New Zealand
Company Director
34 Princess Street
Martinborough
#94367

Edealing 11134110

Names and Addresses for service of notices:

Names and addresses for service of notices

(a) Applicant address for service:

South Wairarapa District Council
19 Kitchener Street
Martinborough 5711
PO Box 6
Martinborough 5741

(b) Names and addresses of owners and occupiers of contiguous land.

South Wairarapa District Council
19 Kitchener Street
Martinborough 5711
PO Box 6
Martinborough 5741

Benjamin John Barraud and Christine Barraud
31 Waipapa Road
Hataitai
Wellington 6021

Claire Anne Bellham and Paul Torrance Butler
5 Balfour Street
Greytown 5712

Simpson Grierson

18 July 2019

Partner Reference
Jonathan Salter - Wellington

Writer's Details
Direct Dial: +64-4-924 3500
Fax: +64-4-472 6986
Email: donna.hurley@simpsongrierson.com

Land Information New Zealand
Private Bag 3028
Hamilton 3240

For: Lynette Baron

Edealing 11134110 - Relevance of Mortgages

You have asked us to confirm whether either of the mortgages on the Deeds Index that includes the land described as Lots 4 and 5 on LT Plan 527754 is relevant to the that land.

We confirm that we have researched the two mortgages shown on the Deeds Index and concluded: that neither mortgage incorporated the subject land. This is evident from the description of land in the mortgages and the plans attached to the mortgages.

Yours faithfully
SIMPSON GRIERSON

Donna Hurley
Senior Associate

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To view A to L please see supporting document number 1915225