

WHANGATEAU CEMETERY BOARD

12th September, 1984

Mr Peter Winefield,
Assistant Manager,
Rodney County Council,
OREWA.

Chairman: Brian Riley
Birdsalls Rd.,
R.D. Matakana.

Dear Peter,

Members of the Cemetery Board have consulted concerning your letter and, as indicated by our last meeting with you, agree in principle with your letter of 9th August.

In accordance with the request in this letter the Trustees accept the proposed Local Purpose Classification of the Cemetery but as suggested during our meeting with you on the 8th August, would prefer that the classification of the balance of the land be delayed until after the baches are removed on the death of the present bach holders whose names appear on the leases as from the 9th August.

The Trustees and the bach holders accept the life tenancy proposal required by the Assistant Commissioner of Crown Lands. Copies of the licenses are enclosed herewith.

The Trustees would like the following observations to be noted:

1. The leasing of the bach sites by the Trustees has always been regarded as legal and in accordance with the Burial and Cremation Act 1964, Sub-section 2, Section 21, Part 2.
2. The Trustees categorically deny that there has been any abuse of the property and disagree completely with the claims made against the bach owners and Trustees by the one complainant who originally precipitated this whole matter.
3. Rather than detracting from the environment the bach holders have been 'guardians of the bush', preservers of the coastline (by building retaining walls to stop erosion and, during their occupancy, have restrained members of the public from vandalism especially during the holidays when most damage seems to occur.
4. This letter is agreed to by the following persons who are Trustees of the Whangateau Cemetery.

Brian Riley (Chairman)
David Mace
Terry Riley
John Ashton
Maurice Rounthwaite

The appointment of these persons has previously been notified to the Council and we ask you to confirm that they have been duly gazetted.

Enclosed please find copies of the licenses asked for. * pte.

Yours faithfully,

9(2)(a)

Secretary,
WHANGATEAU CEMETERY BOARD.

LIGENCE

THIS DEED made the 27 day of December 1979
BETWEEN JOHN H ASHTON of Warkworth, Farmer, MAURICE
ROUNTHWAITE of Auckland, Minister, CHRISTOPHER THOMAS HART
of Whangateau, Barrister and Solicitor, BRIAN BILLY of
Whangateau, Farmer and ~~XXXXXXXXXXXXXXXXXXXX~~ ~~XXXXXXXXXXXX~~ ~~XXXXXXXXXXXX~~
WOMAN, being trustees of the Whangateau Cemetery Board under
and by virtue of Part 3 of the Burial and Cremation Act 1964
(hereinafter called "the licensor") of the one part
AND 9(2)(a) of Auckland, Minister
AND 9(2)(a) of Auckland, Housewife.

(hereinafter called "the licensee") of the other part

WHEREAS the licensor is empowered under the Burial and
Cremation Act 1964 to control and manage the Whangateau
Cemetery and desires to grant to the licensee a licence to use
a certain portion of the said cemetery

NO. THEREFORE in pursuance of the powers contained under the Burial and Cremation Act 1964 the licensor HEREBY GRANTS to the licensee THE LICENCE AND PRIVILEGE to use that portion of the land comprising the Whangateau Cemetery more particularly described in the plan attached hereto and signed by the parties, all that portion of land bounded by a red line on the said plan attached hereto FOR A TERM of five years from the 11th day of January 1978 UPON AND SUBJECT to the following terms and conditions:-

1. The Licensee shall pay to the licensor an annual licence fee, to be assessed in each and every year at the Annual General Meeting of the Licensor, but not to be less than \$20.00 per annum in any event, and the Licensee shall pay such annual licence fee for the licensor within one month of the fee being assessed as aforesaid.

9(2)(a)

9(2)(a)

9(2)(a)

2. In the event of the licence fee not being paid as aforesaid then the licensor shall be entitled to cancel and determine the licence herein contained.

3. That the licensee shall not assign transfer or part with the licence in any way whatsoever otherwise than with the full consent and written approval of the licensor, such approval not to be unreasonably or arbitrarily withheld, and provided further that the licensor shall be entitled to obtain from the licensee or proposed licensee all information relating to any proposed licensee and full details of all financial and other arrangements which may have been entered into or proposed to be entered into between any existing licensee and a proposed licensee, and shall be entitled to full details of the financial circumstances, reputation and suitability of any proposed licensee.

4. That the licensee shall not carry on or permit to be carried on the licensed premises hereinbefore described any offensive, noisy or dangerous activity or occupation or cause any nuisance to the licensor or neighbour in the vicinity.

5. That the licensee shall not without the previous written consent of the licensor cut or damage any vegetation on the licensed premises.

6. That the licensor makes no representations, warranties or assertions that the land over which the licensee has a licence is fit for any particular purpose, or is in any particular condition or state.

7. That the licensor hereby confirms that this licence does not grant to the licensee a legal interest in the land itself.

8. That in the event of any dispute or difference arising from under or in consequence of this deed of licence such matter shall be referred to an arbitrator if the parties can agree upon one and if not to two arbitrators one to be appointed by each party and in the event of the appointment

of two arbitrators they shall before entering upon the arbitration itself appoint an umpire and this clause shall constitute a submission to arbitration under the Arbitration Act 1908 including any modification thereof.

9. The licensee shall pay for the reasonable legal costs for the preparation and execution of this licence.

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

SIGNED by the said

9(2)(a)

as licensee in the presence

of:

9(2)(a)

9(2)(a)

SIGNED by the said

JOHN D. ASHTON in the presence of:

9(2)(a)

9(2)(a)

SIGNED by the said

MAURICE MCINTYRE

in the presence of:

9(2)(a)

9(2)(a)

SIGNED by the said

CHRISTOPHER THOMAS HART

in the presence of:

9(2)(a)

9(2)(a)

SIGNED by the said

BRIAN RILEY in the

presence of:

9(2)(a)

9(2)(a)

WHANCA TEAU CEMETERY BOARD PROPERTY

BACH LOCATIONS & OWNERS

WHEKLETOHA PROPERTY

BEACH

9(2)(a)

15' X 30

9(2)(a)

18' X 24

9(2)(a)

10' X 25

9(2)(a)

12' X 15

9(2)(a)

10' X 20

9(2)(a)

15' X 27

9(2)(a)

15' X 40

STONE WALL

OLD FENCE LINE

380'

RAMP

165'

133'

100'

60'

16'

Released under the Official Information Act

LICENCE

THIS DEED made the 25th day of March 1978
BETWEEN JOHN H. ASHTON of Warkworth, Farmer, MAURICE
ROUNTHWAITE of Auckland, Minister, CHRISTOPHER THOMAS HART
of Whangateau, Barrister and Solicitor, BRIAN RILEY of
Whangateau, Farmer and ~~XXXXXXXXXXXX~~ of ~~Whangateau~~
Woman, being trustees of the Whangateau Cemetery Board under
and by virtue of Part 3 of the Burial and Cremation Act 1964
(hereinafter called "the licensor") of the one part
AND 9(2)(a) of Warkworth, Farmer

(hereinafter called "the licensee") of the other part

WHEREAS the licensor is empowered under the Burial and
Cremation Act 1964 to control and manage the Whangateau
Cemetery and desires to grant to the licensee a licence to use
a certain portion of the said cemetery

NOW THEREFORE in pursuance of the powers contained under the
Burial and Cremation Act 1964 the licensor HEREBY GRANTS to
the licensee THE LICENCE AND PRIVILEGE to use that portion
of the land comprising the Whangateau Cemetery more particularly
described in the plan attached hereto and signed by the
parties, all that portion of land bounded by a red line on the
said plan attached hereto FOR A TERM of five years from the
11th day of January 1978 UPON AND SUBJECT to the following
terms and conditions:-

1. The Licensee shall pay to the licensor an annual licence
fee, to be assessed in each and every year at the Annual
General Meeting of the Licensor, but not to be less than
\$20.00 per annum in any event, and the Licensee shall pay
such annual licence fee for the licensor within one month of
the fee being assessed as aforesaid.

9(2)(a)

9(2)(a)

This licence is hereby endorsed, and extended to 11th day of January, 1983.

Signed by Trustees:

Released under the Official Information Act

9(2)(a)

LICENCE

THIS DEED made the 31st day of January 1978
BETWEEN JOHN H. ASHTON of Warkworth, Farmer, MAURICE
ROUNTHWAITE of Auckland, Minister, CHRISTOPHER THOMAS HART
of Whangateau, Barrister and Solicitor, ERIC RILEY of
Whangateau, Farmer and ~~Obsequist~~ of ~~Whangateau~~, Married
Woman, being trustees of the Whangateau Cemetery Board under
and by virtue of Part 3 of the Burial and Cremation Act 1964
(hereinafter called "the licensor") of the one part
AND 9(2)(a) of Auckland, ~~Whangateau~~,
9(2)(a)

AND 9(2)(a) of Auckland Housewife
9(2)(a)

(hereinafter called "the licensee") of the other part

WHEREAS the licensor is empowered under the Burial and
Cremation Act 1964 to control and manage the Whangateau
Cemetery and desires to grant to the licensee a licence to use
a certain portion of the said cemetery

NOW THEREFORE in pursuance of the powers contained under the
Burial and Cremation Act 1964 the licensor HEREBY GRANTS to
the licensee THE LICENCE AND PRIVILEGE to use that portion
of the land comprising the Whangateau Cemetery more particularly
described in the plan attached hereto and signed by the
parties, all that portion of land bounded by a red line on the
said plan attached hereto FOR A TERM of five years from the
11th day of January 1978 UPON AND SUBJECT to the following
terms and conditions:-

1. The Licensee shall pay to the licensor an annual licence
fee, to be assessed in each and every year at the Annual
General Meeting of the Licensor, but not to be less than
\$20.00 per annum in any event, and the Licensee shall pay
such annual licence fee for the licensor within one month of
the fee being assessed as aforesaid.

9(2)(a)

This licence is herewith endorsed and extended to operate until the
11th day of January, 1983.

Signed by Trustees:

LICENCE

THIS DEED made the 11th day of December 1977
BETWEEN JOHN H ASHTON of Warkworth, Farmer, MAURICE
MCINTYRE of Auckland, Minister, CHRISTOPHER THOMAS HART
of Whangateau, Barrister and Solicitor, BRIAN RILEY of
Whangateau, Farmer and ~~XXXXXXXXXXXXX~~ of Whangateau, ~~XXXXXXXXXXXXX~~
being trustees of the Whangateau Cemetery Board under
and by virtue of Part 3 of the Burial and Cremation Act 1964
(hereinafter called "the licensor") of the one part

AND

9(2)(a)

AND

9(2)(a)

HOUSEWIFE

(hereinafter called "the licensee") of the other part

WHEREAS the licensor is empowered under the Burial and
Cremation Act 1964 to control and manage the Whangateau
Cemetery and desires to grant to the licensee a licence to use
a certain portion of the said cemetery

NOW THEREFORE in pursuance of the powers contained under the
Burial and Cremation Act 1964 the licensor HEREBY GRANTS to
the licensee THE LICENCE AND PRIVILEGE to use that portion
of the land comprising the Whangateau Cemetery more particularly
described in the plan attached hereto and signed by the
parties, all that portion of land bounded by a red line on the
said plan attached hereto FOR A TERM of five years from the
11th day of January 1978 UPON AND SUBJECT to the following
terms and conditions:-

1. The licensee shall pay to the licensor an annual licence
fee, to be assessed in each and every year at the Annual
General Meeting of the Licensor, but not to be less than
\$20.00 per annum in any event, and the Licensee shall pay
such annual licence fee for the licensor within one month of
the fee being assessed as aforesaid.

9(2)(a)

9(2)(a)

9(2)(a)

9(2)(a)

This licence is in force with effect from the 11th day of January, 1988.

Signed by Trustees:

9(2)(a)

LICENCE

THIS DEED made the 2nd day of December 1977
BETWEEN JOHN H ASHTON of Warkworth, Farmer, MAURICE
ROUNTHERWAITE of Auckland, Minister, CHRISTOPHER THOMAS EAST
of Whangateau, Barrister and Solicitor, BRIAN RILEY of
Whangateau, Farmer and JAMES CLISEN of Massey, Married
WOMAN, being trustees of the Whangateau Cemetery Board under
and by virtue of Part 3 of the Burial and Cremation Act 1964
(hereinafter called "the licensor") of the one part
AND 9(2)(a) of Manurewa,
9(2)(a) ; Housewife of Manurewa.

(hereinafter called "the licensee") of the other part

WHEREAS the licensor is empowered under the Burial and
Cremation Act 1964 to control and manage the Whangateau
Cemetery and desires to grant to the licensee a licence to use
a certain portion of the said cemetery

NOW THEREFORE in pursuance of the powers contained under the
Burial and Cremation Act 1964 the licensor HEREBY GRANTS to
the licensee THE LICENCE AND PRIVILEGE to use that portion
of the land comprising the Whangateau Cemetery more particularly
described in the plan attached hereto and signed by the
parties, all that portion of land bounded by a red line on the
said plan attached hereto FOR A TERM of five years from the
11th day of January 1978 UPON AND SUBJECT to the following
terms and conditions:-

1. The Licensee shall pay to the licensor an annual licence
fee, to be assessed in each and every year at the Annual
General Meeting of the Licensor, but not to be less than
\$20.00 per annum in any event, and the Licensee shall pay
such annual licence fee for the licensor within one month of
the fee being assessed as aforesaid.

9(2)(a)

9(2)(a)

9(2)(a)

9(2)(a)

WHEREAS the licensor is empowered under the Burial and
Cremation Act 1964 to control and manage the Whangateau
Cemetery and desires to grant to the licensee a licence to use
a certain portion of the said cemetery

NOT THEREFORE in pursuance of the powers contained under the Burial and Cremation Act 1964 the licensor HEREBY GRANTS to the licensee THE LICENCE AND PRIVILEGE to use that portion of the land comprising the Whangateau Cemetery more particularly described in the plan attached hereto and signed by the parties, all that portion of land bounded by a red line on the said plan attached hereto FOR A TERM of five years from the 11th day of January 1978 UFON AND SUBJECT to the following terms and conditions:-

9(2)(a)

9(2)(a)

LICENCE

THIS DEED made the 19 day of December 1978
BETWEEN JOHN H ASHTON of Warkworth, Farmer, MAURICE
MOUNTGATE of Auckland, Minister, CHRISTOPHER THOMAS
of Whangateau, Barrister and Solicitor, BRIAN RILEY of
Whangateau, Farmer xxxxxxxxxxxxxxxxx OBSOLETE xxxxxxxxxxxx
Kono, being trustees of the Whangateau Cemetery Board under
and by virtue of Part 3 of the Burial and Cremation Act
(hereinafter called "the licensor") of the one part
AND [REDACTED] 9(2)(a) of Helensville

(hereinafter called "the licensee") of the other part

WHEREAS the licensor is empowered under the Burial and
Cremation Act 1964 to control and manage the Whangateau
Cemetery and desires to grant to the licensee a licence to
a certain portion of the said cemetery

NOW THEREFORE in pursuance of the powers contained under
Burial and Cremation Act 1964 the licensor HEREBY GRANTS
the licensee THE LICENCE AND PRIVILEGE to use that portion
of the land comprising the Whangateau Cemetery more partic-
described in the plan attached hereto and signed by the
parties, all that portion of land bounded by a red line on
said plan attached hereto FOR A TERM of five years from
11th day of January 1978 UPON AND SUBJECT to the following
terms and conditions:-

1. The licensee shall pay to the licensor an annual licence
fee, to be assessed in each and every year at the Annual
General Meeting of the Licensor, but not to be less than
\$20.00 per annum in any event, and the Licensee shall pay
such annual licence fee for the licensor within one month
the fee being assessed as aforesaid.

[REDACTED] 9(2)(a)

[REDACTED] 9(2)(a)

[REDACTED] 9(2)(a)

9(2)(a)

WHEREAS the licensor is empowered under the Burial and
Cremation Act 1964 to control and manage the Whangateau
Cemetery and desires to grant to the licensee a licence to use
a certain portion of the said cemetery

1. The Licensee shall pay to the licensor an annual licence fee, to be assessed in each and every year at the Annual General Meeting of the Licensor, but not to be less than \$20.00 per annum in any event, and the Licensee shall pay such annual licence fee for the licensor within one month of the fee being assessed as aforesaid.

9(2)(a)

9(2)(a)

9(2)(a)

This Licence is herewith endorsed and intended to operate until the 11th day of January, 1983.

9(2)(a)

LICENCE

THIS DEED made the 24th day of December 1978
BETWEEN JOHN H ASHTON of Warkworth, Farmer, MAURICE
MCINTYRE of Auckland, Minister, CHRISTOPHER THOMAS HALL
of Whangateau, Barrister and Solicitor, BRIAN RILEY of
Whangateau, Farmer and ~~XXXXXXXXXXXX~~ OLSEN of ~~Wassely~~, Married
Woman, being trustees of the Whangateau Cemetery Board under
and by virtue of Part 3 of the Burial and Cremation Act 1964
(hereinafter called "the licensor") of the one part
AND 9(2)(a) of Auckland, Married Woman
AND 9(2)(a) of Auckland, Accountant

(hereinafter called "the licensee") of the other part

WHEREAS the licensor is empowered under the Burial and
Cremation Act 1964 to control and manage the Whangateau
Cemetery and desires to grant to the licensee a licence to use
a certain portion of the said cemetery

NOW THEREFORE in pursuance of the powers contained under the
Burial and Cremation Act 1964 the licensor HEREBY GRANTS to
the licensee THE LICENCE AND PRIVILEGE to use that portion
of the land comprising the Whangateau Cemetery more particularly
described in the plan attached hereto and signed by the
parties, all that portion of land bounded by a red line on the
said plan attached hereto FOR A TERM of five years from the
11th day of January 1978 UPON AND SUBJECT to the following
terms and conditions:-

1. The licensee shall pay to the licensor an annual licence
fee, to be assessed in each and every year at the Annual
General Meeting of the Licensor, but not to be less than
\$20.00 per annum in any event, and the Licensee shall pay
such annual licence fee ^{to} the licensor within one month of
the fee being ~~XXXXXXXXXXXX~~ notified to the licensee
in manner provided under S. 152 of the Property Law Act 1952.

9(2)(a)

9(2)(a)