inately a neglected cold inroads into his health, 'ange took place in the e continued at business, when he found the walk too much for him. The e attended at the office ed by motor car across ear. But he had to sur- end, and his last days ely at home.

lison was 12 years of age the shipwright's trade, built a comfortable 24ft lly started a ferry across Mr. Alison was, at the ys, remarkable for the he displayed when a ears of age, and was ted to fill the position nager of the Devonport s, while shrewd in busi- ognised as strictly hon- his dealings. Deceased lding establishment in l out some fast sailers. had a butchering busi- t for 20 years. In 1885 ager of the Devonport , which position he held doing faithful service

as a member of the Auck- , and for several sea- lore of the North Shore le also served on the old Board, and afterwards of the local Borough a number of years he f the Auckland Harbour e Waitemata Licensing ceased was a foundation Takapuna Jockey Club, e one of the committee. urvived by two sons and Messrs. A. E. and A. R. ses A. and C. Alison, Armitage, A. A. Martin, d G. R. Gardiner.

takes place to-morrow Cecill's Point Cemetery.

The Auckland Star:

WITH WHICH ARE INCORPORATED

The Evening News, Morning News and The Echo.

For the cause that lacks assistance,
For the wrong that needs resistance,
For the future in the distance,
And the good that we can do.

SATURDAY, APRIL 21, 1923.

THE CITY OF AUCKLAND.

PURCHASE OF THE SITE.

WHAT THE MAORIS GOT.

The fact that £1420 per foot has just been paid for a section in Queen Street, or £47,000 for a 33 feet frontage, illustrates the great growth in land values in Auckland during 83 years. It is difficult to realise that practically the whole of this development has taken place during one life time. There is at present residing in a suburb of Auckland, a lady who has just celebrated her 82nd birthday, having been born at sea two days before the Waitemata was reached. It was in the year 1840 that part of the site of Auckland was purchased for the British Government from the Maori owners for the purpose of founding the capital of New Zealand. The area first secured was 3,000 acres. Amongst the documents in the Free Library, belonging to the Grey Collection are some very interesting details as to the prices paid. Looking at the values to-day, as compared with what the Maori owners received, it might be thought they were taken advantage of by the Pakeha, but when the varied assortment of articles given is considered, it will be seen that the whole tribe was catered for. After all, the Maoris' title was due to conquest, when might was right, and the British Government no doubt paid what was asked for the land.

The first area of 3000 acres acquired, included from Matamata, harehare (St. George's Bay) to Maungawhau (Mt. Eden) and was bounded by the creek at Opau on the one side, and Waitemata Harbour on the other. This purchase was made in October 1840, from the Ngatiwhatua tribe. The European signatures to the deed are Captain W. C. Symonds, of the 96th Regiment, and Major T. Ryan, J.P., of the 58th Regiment. The consideration given was £50 cash, 50 blankets, 20 pairs of trousers, 20 shirts, 10 waistcoats, 10 caps, 4 casks of tobacco, one box of pipes, 100yds of gown pieces, 10 iron pots, one bag of sugar, one bag of flour, and 20 hatchets. Later the sum of £2 was also paid for a Maori sacred burying place.

In 1841, the Kohimarama Block was purchased from the Ngatipaoa tribe by Mr. G. Clarke, Protector of Aborigines, on behalf of the Government. The market price had evidently risen during the year, for the cash given was £100, two horses, one large boat with sails, 200 blankets, 20 cloaks, 10 frock coats (probably for the chiefs), 100 pairs of trousers, 10 pieces of print, two pails, three tents, 40 shawls, three casks of tobacco, 10 pairs of boots, six bags of flour, two bags of sugar, two cross-cut saws, and two pit saws. Here there is evidence that the Maoris were advancing in civilisation, in that they wanted a boat, and saws, to say nothing of frock coats.

In the same year, the Government

THE

New Zealand Herald

AND DAILY SOUTHERN CROSS.

SATURDAY, MAY 5, 1923.

THE PRESBYTERIAN CHURCH

FOUNDATION IN AUCKLAND.

BY D.D.S.

To the Church of England belongs the credit of establishing missionary work among the natives of New Zealand. This was in 1814. The Methodist Church followed. Both were on the field many years before any Presbyterian congregation was formed. Early in 1840 a party of Scottish people reached Wellington, and on the beach at Petone the first Presbyterian service was held by the Rev. J. Macfarlane. This gentleman had accompanied the settlers on their voyage to the new country. It was not the only occasion when pioneers carried their minister with them. The Philip Laing, which arrived in Otago Harbour in 1848, with a contingent of Scottish folk, had among the number a schoolmaster and a minister. It is well known, too, that the sturdy race at Waipu crossed the ocean

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In the same year the Government bought the land running from Orakei to Maungakiekie (One Tree Hill) and thence to the Whau Portage, the northern boundary being along the Waitemata front back to Orakei. Once again land values had advanced. The cash given for this area was £200, and in addition four horses, 30 blankets, 10 cloaks, and one sealing box. Another 200 acres on the road from Auckland to Manukau was bought from the Ngatiwhatua tribe for £40. In 1844, Remuera, on the north side of the road leading to Tamaki, was bought for £50, and it was not until 1851 the slope from Mt. Hobson to the sea was bought for £150.

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Ministers and schoolmasters have been always and everywhere fairly prominent personages among Presbyterians. Most people associate Presbyterianism with Scotsmen, and the mention of Scotsmen usually raises thoughts about shrewdness with regard to financial concerns. It is not a difficult inference then to regard a Presbyterian as one whose capacities for business are to be thoroughly trusted. A minister in Greenock of most generous disposition himself once declared in public that every boy ought to have a shorter catechism and a savings bank book, and

The Auckland Star:

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For the future in the distance,
And the good that we can do.

SATURDAY, JANUARY 21, 1922.

AUCKLAND HISTORY.

FIRST SALE OF THE CITY.

INTERESTING MAORI DOCUMENTS.

There is in Auckland the original Maori deed recording the first sale of the three thousand acres on which Auckland now principally stands. The area is from the Waitemata to Mt. Eden one way and from the Tamaki to Cox's Creek, Richmond, the other way. The full translation of the document will be read with interest as it contains the signatures of many respected pioneers whose names have been perpetuated, and also has reference to several well

the extremity of Matahorehore up to the River Waitemata. The extent of this piece of land is this: Three thousand (3000) acres more or less. The payment for the said land is this:—

Fifty (50) blankets, fifty pounds (£50) of money, twenty (20) trousers, twenty (20) shirts, ten (10) waistcoats, ten (10) caps, four (4) casks of tobacco, one (1) box of pipes, one hundred (100) yards of gown pieces, ten (10) iron pots, one (1) bag of sugar, one (1) bag of flour, twenty (20) hatchets. (Receipt for £50 and goods.)

This writing with our signature in this book is true, signed by us on the 20th day of October, in the year 1840 of Our Lord.

(Signed)
G. CLARK, P.A.
The Mark of KAWAU
The Mark of TINANA
KE TE REWETI TAMAKI.
KO TE TOHU X O TE HERE

Receipt.—I have received six pounds (£6) in money in addition to the money named above from Captain Symonds.

EDWARD SHORTLAND,
J. COATES
Witnesses.

July 29, 1841.

There is in Auckland the original Maori deed recording the first sale of the three thousand acres on which Auckland now principally stands. The area is from the Waitemata to Mt. Eden one way and from the Tamaki to Cox's Creek, Richmond, the other way. The full translation of the document will be read with interest as it contains the signatures of many respected pioneers whose names have been perpetuated, and also has reference to several well known Maori chiefs in the days of '40. It will be noted that the deal price was £56 in money and a variety of goods. What would the price of this land be to-day! However, particulars of the old transaction are set out as follows:—

Province of Auckland,
October 20, 1840.

Listen all people to this book written by Kawau, Tinana, Reweti, Tamaki, and other chiefs of the (tribe) Ngatiwhatua on the one side, by George Clark, Protector of the Maoris for the Queen of England, on the other side. They have consented to give up to sell a portion of land to the Queen of England for ever and ever (for whatsoever purposes Her Majesty may deem right). The Boundary of the said piece of land we have now sold is this: The Boundary to the North is the River of the Waitemata, from the river named Mataharehare reaching the river called Opou and from the extremity of the Opou in a straight line to Maungawhau up to the rise or extremity of Mataharehare, and from

(20) in money in addition to the money named above from Captain Symonds.

EDWARD SHORTLAND,
J. COATES
Witnesses.

July 29, 1841.

1921 - 1923

OLD EVENTS RECALLED.

The apprehension which arose upon the arrival of the refugees from Kororareka during Heke's war, and which found tangible expression in the erection of the solid loop-holed wall around Albert Barracks as a place of refuge in case of attack; the violent anti-Maori passion which preceded the Waikato war, are historical facts of great moment affecting the life and development of Auckland. Still more important were the changes, social and industrial, caused by the pouring in of immigrants, between 1861 and 1865. In 1862 the city welcomed the advance guard of that splendid band of colonists who came out under the auspices of the Nonconformist Settlement Scheme, which had a marked effect upon the progress of Auckland. Two more shiploads of Albertlanders arrived in the following year. In the first six months of 1865 more than 5200 "new chums" were landed from eighteen crowded ships. No mention is made of these results of the Provincial Government's 40-acre free land grant scheme, which had a permanent influence on the character of Auckland's population. Within

PURIFIED BY FIRE.

One outstanding feature in the story relates to the havoc wrought by devastating fires during the first forty years of the city's existence. These were inevitable in a town built of wood and without an adequate water supply. Many Aucklanders still living remember the excitement caused by the clang of fire-bells and the general rush to view the spectacular bonfires, which, there is reason to fear, in many instances, had their origin in a desire to dispose of unsalable stocks and decaying premises covered by insurance. And there is still a substantial number of citizens who recall the challenge, "Who goes there?" from the guards at the block-houses on the outskirts of the town during the war. In their minds Mr. Barr's carefully collated facts will revive interesting but unwritten memories of the days of long ago.

THE GROWTH OF SHIPPING.

Old identities who take an interest in shipping will value the facts relating to the old Circular Saw line of clipper ships, the creation of our coastal steam services, and the inauguration of the San

year. In the first six months of 1865 more than 5200 "new chums" were landed from eighteen crowded ships. No mention is made of these results of the Provincial Government's 40-acre free land grant scheme, which had a permanent influence on the character of Auckland's population. Within these years also there poured into Auckland thousands of Imperial troops, and the young city took on the air of a busy garrison town. In the spacious Albert Barracks and at Fort Britomart, guards were mounted, the parade ground provided an animated spectacle, bugle calls pierced the air, and uniforms were prominent in our streets. The entire adult population was compulsorily enrolled in the Militia, and placed under military discipline. A few years later the cessation of military expenditure and withdrawal of the troops resulted in a period of severe depression, but towards the close of the sixties, "boom" times and excitement followed the discovery of rich gold at the Thames. All those things which make the dry bones of statistical fact live are lacking in the narrative, nor does Mr. Barr, as city chronicler, profess to supply them. What he has done, and done very well, is to place on record a number of historical facts and figures regarding various institutions which still survive, and others which have passed away; and to describe statistically the growth of the city through its various vicissitudes.

the days of long ago.

THE GROWTH OF SHIPPING.

Old identities who take an interest in shipping will value the facts relating to the old Circular Saw line of clipper ships, the creation of our coastal steam services, and the inauguration of the San Francisco mail service, when half the town gathered at Queen Street wharf to watch the Nebraska, driven by a beam engine on deck, steam to its anchorage.

RELIGIOUS MOVEMENTS.

Brief histories of the various religious denominations and public institutions are given; but in these and other matters there are, as might of course be anticipated, omissions and some inaccuracies. For example, we find no mention of the Melanesian Mission, that epoch-making religious movement which for so long a period had its headquarters at Auckland, where the saintly Bishop Patteson was a venerated figure differing in all but supreme courage and religious zeal from Bishop Selwyn, founder of the mission, whose cruises through the islands in the Undine might furnish material for a narrative as romantic as a Scandinavian saga or Homeric epic.

AUCKLAND CITY COUNCIL.

1921-1923.

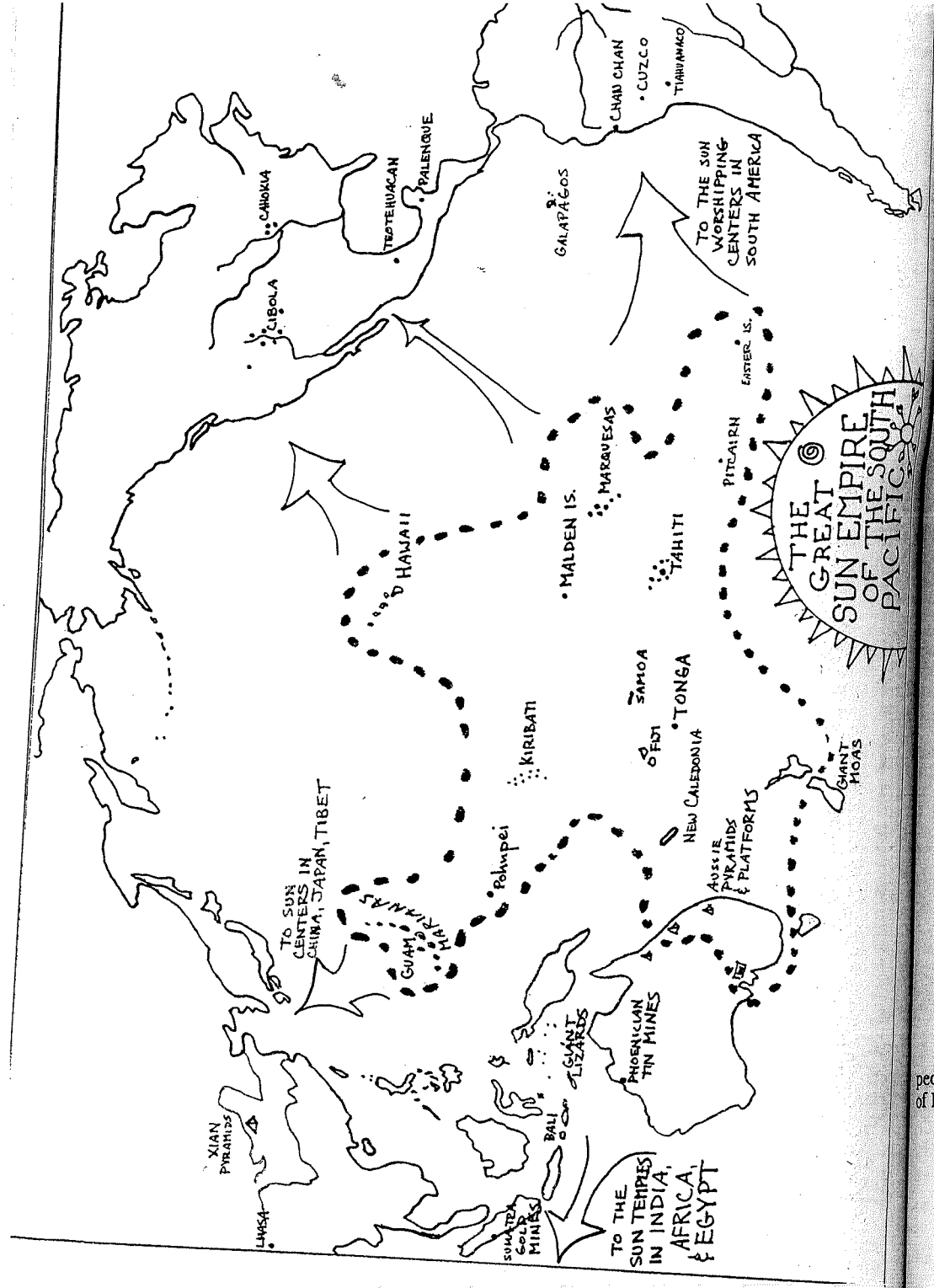
J. H. GUNSON, C.M.G., C.B.E., Mayor.

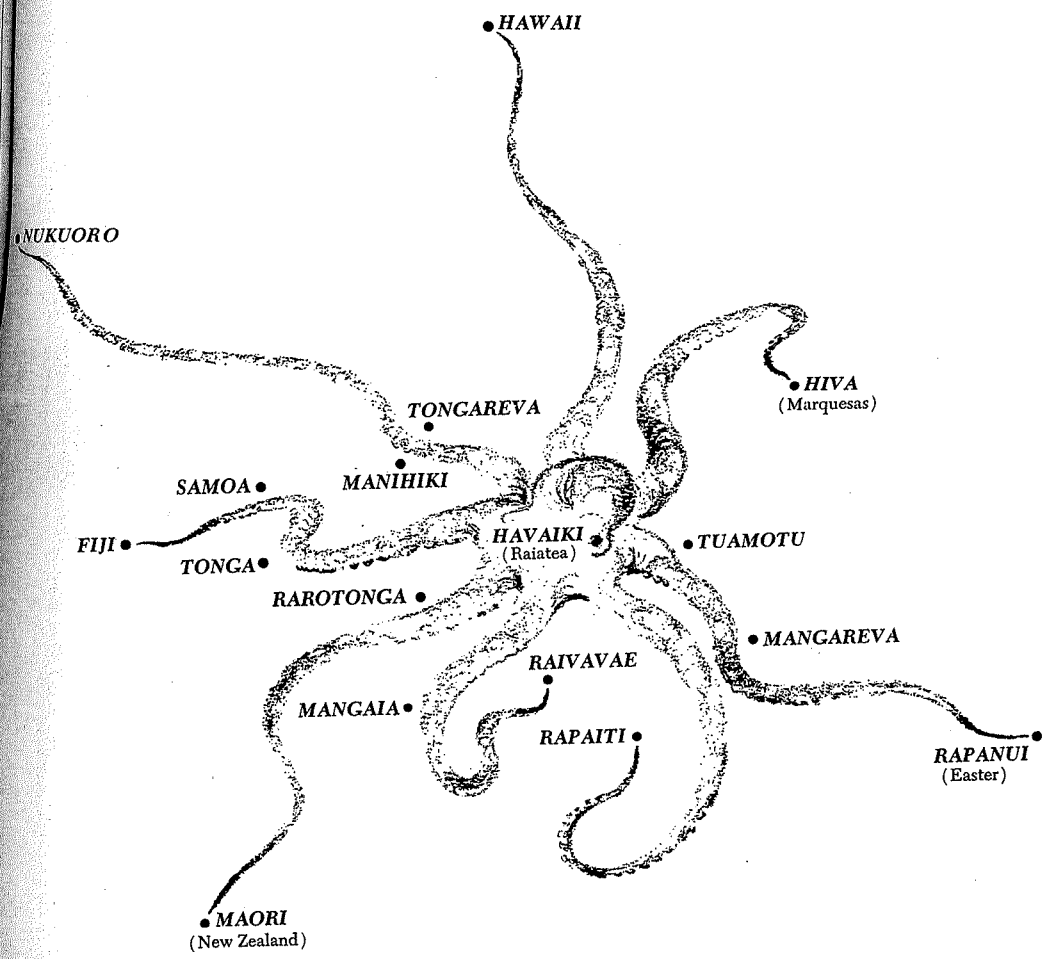
Councillors.

J. ALLUM
GEO. BAILDON
(Chairman Works Committee in charge Nihotupu Works)
M. J. BENNETT
E. BLOODWORTH
F. W. BRINSDEN
S. J. CROOKES
ERNEST H. DAVIS
GEO. DAVIS
J. DEMPSEY
C. H. FURNESS
J. W. HARDLEY
W. J. HOLDSWORTH
GEO. R. HUTCHINSON
GEO. KNIGHT
A. E. LAWRY
MRS. EMILY H. MAGUIRE
MISS HELEN MELVILLE
J. PATERSON
JAS. ROBERTSON
M. J. SAVAGE, M.P.
JAS. A. WARNOCK

W. F. BUSH, M. Inst. C.E., City Engineer.
JAS. CARLAW, Waterworks Engineer.
J. TYLER, M. Inst. M. & Civ. E., Assistant City Engineer.

J. S. BRIGHAM,
Town Clerk.





In this drawing from Sir Peter Buck; Havaiki, ancient homeland of the Polynesian peoples is located at the sacred island of Raiatea. Note that the "lost continent of Hiva" of Easter Island legend is placed in the Marqueses.

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PRUNG BEDS
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56-222, Mt Eden
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New council to discuss treaty with Maori groups

The new Auckland isthmus city council will consult with Maori people about its treaty obligations before it is even formed.

The council's recently appointed chief executive, Bruce Anderson, expects to arrange a meeting within a week with Ngati Whatua and Ngati Paoa tribes, the Huakina Development Trust and the Auckland District Maori Council.

The first three groups are tangata whenua (indigenous people) for the new council's area, which is bounded by Howick, Blockhouse Bay and Otahuhu.

Mr Anderson's meeting follows several between current Auckland City Council staff and six local tribal groups.

The tangata whenua want:

- Effective recognition of the Treaty of Waitangi at all government levels.
- Both treaty partners to be able to influence decisions which affect them.
- Resource planning which takes account of Maori concerns and values.
- Employment policies which make sure Maori points of view are reflected in local government structures.

The transition committee setting up the new council is considering the establishment of a Maori consultative committee representing tangata whenua, and appointing Maori representatives to key committees like planning.

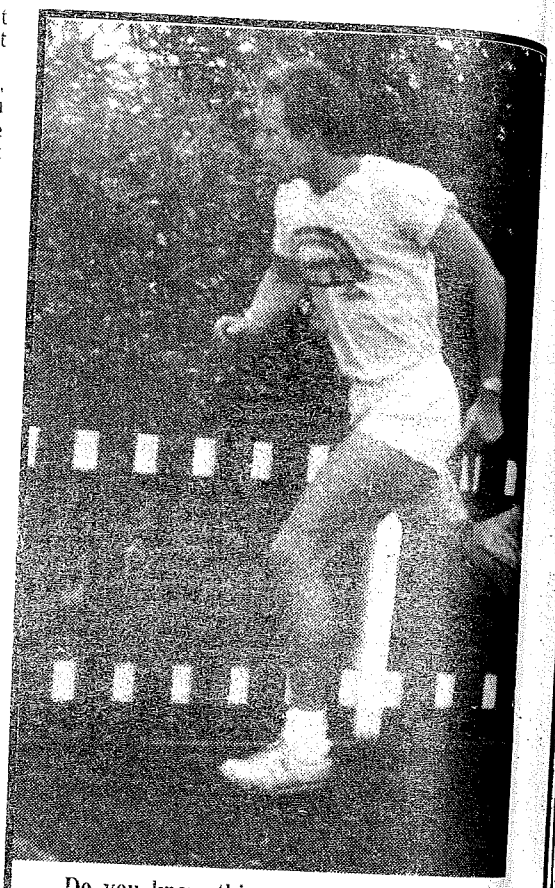
The transition committee's move comes not long after local government Minister Michael Bassett rejected the recommendations of a Local Government Maori Consultative Group.

The LGMCG proposed:

- Local bodies be required by law to implement the Treaty.
- A Maori ward for each regional council and local body, to elect two members with full voting rights.
- Each tangata whenua tribe be represented on resource and land use committees in all local bodies, with full voting rights.

Auckland Regional Authority Maori planner Hirini Matunga and other members of the LGMCG have asked Maori people to protest against Mr Bassett's decision.

Mr Matunga says the rejection puts back Maori reform of local government by years.



Do you know this man? Mt Roskill Community Constable Kevin McKay believes the man in this snapshot can help inquiries into an alleged incident in Parau Ave in April. The man, or anyone knowing his identity and whereabouts, should contact Mr McKay on phone 794-240.

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Dysentery epidemics have been of several sorts. Some, whose appearance has undoubtedly been longer or more frequent, have kept their names in the language. Others have remained simply in the memory of some old men as a terribly quick plague which they had never heard spoken of before and that no one has fortunately seen again. They refer to cholera or yellow fever but it is difficult to establish anything postively on this subject because the old ones questioned always describe only the final or most striking symptoms.

One of the illnesses which has left its name in the language and which appears to be repetitious in certain localities where it sometimes destroyed the population completely is *'ohureto* a type of dysentery.

Disastrous effects have been attributed to veneral disease. The islanders painfully recover with a marvelous facility. They usually resist better than we to the remedies and they tolerate some very strong doses of mercury.

ELEPHANTIASIS, RHEUMATISM, PHTHISIS

Among the people, elephantiasis, *fe'efe'e,* is a chronic sickness which is closely related to gout. Incurable in the country, it does not affect longevity very much especially when it comes at a very advanced age, and very few people escape from it. The first attacks occur without any apparent swelling in any one part of the body. They are very painful and accompanied with fever. The painful siege varies for the different sicknesses, but are repeated in the same parts of the body for the same individual. The back, the vertebrae column up to the brain inclusively and the base of the abdomen are generally the most painful places at the time of the attack. Swelling occurs more often in the legs, but it is not rare to find it in the arms and hands. It finally swells more or less rapidly according to the subject and finally it becomes so embarrassing that the patient must make incisions in the swollen parts to release a lot of water which temporarily reduces its size. After a certain time, some types of tubercular sores often form that seem on the verge of opening. Women are less subject to this sickness and I have never met any one of them whose elephantiasis had reached the tubercular state.

Certain localities are affected with *fe'efe'e* more than others. The people blame it on the running water there. Whites are as strongly subject to this sickness when they live like the islanders, but it is noteworthy to observe that a trip to the coast for a few months is sufficient to restore them. But if they return, they are sure to get it almost immediately again.

Rheumatism is common among the young people. The nature of the climate gives it a character of short duration and it hardly frightens those

who have caught it. When suffering with it, they simply massage themselves and then go to bathe. Among the old ones, rheumatism becomes a faithful companion and there are few who do not suffer horribly with it.

The life which they lead and the nature of the climate causes frequent and stubborn colds and, as they are neglected, they settle in the chest. As a result, there is a geat deal of consumption at all ages. I have heard say that it has only occurred since the Europeans have taught the people the habit of covering themselves with clothing. I believe nothing of it! To be convinced, one only has to see what these clothes are and how much people hasten to undress at the least pretext!

In resumé, without agreeing with M. [ ] that the arrival of the whites has been the cause of death of this race, I believe that the whites arrived at a time when elements of death were in the process of taking effect already. How I abhor savage intoxication and if I knew of one example of an islander dying from liquor, I would have mentioned it.

Apoplexy is hardly known and congestion rare. I know three or four "fools" or "idiots" in all the islands and it has nearly been proven that sun stroke was the cause of the loss of their reason for those who were not born with it.

SOURCE OF MILITARY AND RELIGIOUS POWER

Present tradition indicates that the government of these islands was almost theocratic because the priests exercised their ministry only through the authority that the princes delegated to them.

The princes descended in direct line from divinity. The *marae* where this divinity was worshipped was also established by him in honor of his divine ancestry. The *marae* belonged to him. He always occupied a place of honor and the priest who officiated at his side acknowledged that the temple and idol belonged to the king. The most renowned *marae* is Opoa on the island of Ra'iatea. The islanders say that it is the mother of all the other *marae.* No prince and no island of the group contradict this assertion. Common opinion asserts that the founder of this *marae* was called Hiro, first king and half-god. He dedicated it to the god Horo [Hiro] from whom he was descended, and after his death his posterity built a small *marae* to him on the side of the large one that he had established himself. He was especially honored on small Huahine as a god of the robbers. Hiro had two sons. One succeeded his father at Ra'iatea and wore the *maro* (red loin cloth) that his father had bequeathed him as a sign of his royalty. Impatient with the young yoke, the second son went to the foot of mount Paia on the island now called Fa'anui or the great valley, surnamed by the

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Hilltop Tribute to Maoridom

LOGAN CAMPBELL'S UNIQUE BEQUEST

(Geo. M. Fowlds)

Surmounting the summit of one of the highest of Auckland's former volcanic cones, stands an unusual stone obelisk as a memorial to the Maori race. The funds for its erection were provided by one of the city's earliest residents who lived and mixed with the Maoris and their fellow-European compatriots for over 70 years. This was Sir John Logan Campbell, affectionately known as "the Father of Auckland" for his long association with the city of his adoption which elected him Mayor in his declining years. The dedication of such a monument would be a very rare thing to be found anywhere in the world by members of an occupying race and would be unthinkable as likely to happen in a place like South Africa.

It was appropriate that this prominent pedestal should be set up in the chief city of the province which has always held the largest gathering of the Maori people. Further, it was right and proper that this particular memorial should embellish the hill which probably displays the finest example of the industry and military engineering genius of the race which for generations had lived, loved, fought and died on the surrounding isthmus.

Most New Zealanders today are proud of the accomplishments of their brown fellow-citizens who have made such a substantial contribution to the progress and development of this country.

Many competent observers overseas are in agreement that the pre-European inhabitants of these islands are possibly the finest specimens of any Polynesian race in the Pacific. Their venturesome sea voyages over the long leagues of ocean in the misty past, from their original homelands, have earned for them the title of the world's greatest navigators. Added to their well-known martial qualities they have also been endowed with outstanding attainments as orators and artistic craftsmen, as revealed in their elaborately - carved meeting-houses and large canoes. Their repertoire of stirring war dances and pleasing action songs are the delight of visitors and residents alike. Though lacking a written language, their extensive record of spiritual concepts, tribal lore and legends has resulted in a continuous stream of literary works by many authors for over a century and a-half.

The Dedication of a Monument

It was in April, 1948, that, in accordance with the will of Sir John Logan Campbell, who had provided a bequest of £5,000, that a 75ft. stone obelisk with a bronze statue of a Maori chief was erected on the summit of One Tree Hill. At the unveiling of this towering pedestal on its magnificent site, with an extensive panorama of the Tamaki Isthmus and the two seas, King Koroki and Princess te Puea were present, with elders of the Waikato and Orakei Tribes.

The inscription the two tablets of the obelisk in Maori and English was as follows:

"This monument was erected in accordance with the will of the late Sir John Logan Campbell, who visualised and desired that a towering obelisk should be erected on this site, the summit of Maungakiekie, as a permanent record of his admiration for the achievements and character of the great Maori people."

On two further side panels, also in Maori and English, were the following words:

"The first known Maori to visit these shores was 'Kupe,' a Polynesian navigator, in the year 925. The first settlement under Toi took place in 1125. The first organised emigration from Hawaiki took place in 1350 A.D., when the ancestors of the present Maori race arrived at various points on these shores in the now historic canoes—Tainui, Arawa, Aotea, Mata-a-tua, Takitumu, Tokomaru, Oronta and others. In year 1840, the Treaty of Waitangi was signed, whereby the Maoris accepted the sovereignty of the British Crown, and were thereby secured in all their rights and privileges as British subjects."

It is surely fitting and proper that the generous donor of the 250-acre park should, on his death in 1912, in his 96th year, be interred on the summit of One Tree Hill in the shadow of the impressive obelisk for which he had been responsible.

A former Minister of Lands, Hon. A. D. McLeod, said: "I know One Tree Hill, 121 acres Crown Domain, well, and I look upon it, with Cornwall Park, 335 acres and 142 acres endowment, northern slopes, as the finest city park in New Zealand."

Apathy

According to Mr. I. A. Webb, Town Clerk of the One Tree Hill Borough Council, only 16 per cent. of those eligible voted at the recent Municipal Election at the One Tree Hill Borough; 1,216 who exercised their rights included 22.6 per cent. of the ratepayers and 431 or 10.5 per cent. with residential qualifications.

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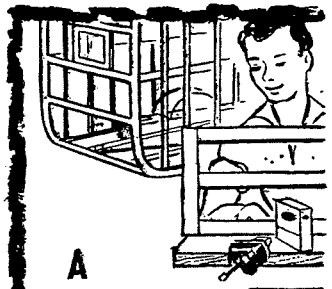

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7 March 2007

Tēnā koe

Re: Northland Research Programme

Please find enclosed the following Northland Research Programme reports for your consideration:

- Tribal Landscape Overview to about 1900 Draft Report: Manuka Henare and Hazel Petrie, Mira Szaszy Research Centre
- The Nature and Extent of Contact and Adaptation in Northland, c. 1769-1840 Draft Report: Vincent O'Malley

A Research Hui will be held on **Thursday 22 March 2007** to discuss these reports. You should have received a panui recently advising you of this.

Please provide feedback on these reports no later than **5pm, Thursday 29 March 2007.** Feedback is to be forwarded to Mihi Harris-Brown (mihi.harris-brown@cfrt.org.nz or 09 430 4851).

Nāku noa nā

Mihi Harris-Brown
Northland Research Facilitator
Ph: 09 430 4035
Mb: 029 430 4845
Fax: 09 430 4036
mihi.harris-brown@cfrt.org.nz

BUNNINGS

9 March 2007

Bunnings Limited

78 Carbine Road
Mt Wellington, New Zealand
P O Box 14436 Panmure
Auckland, New Zealand
Telephone (09) 978 2200
Facsimile (09) 978 2209

Platinum Construction T/A
258 Bairds rd
OTARA
AUCKLAND

Dear Customer

RE: Cash-Sale Account:	**Customer Number:**	**252151**
	Approved Credit Limit:	**Nil**
	Payment Terms:	**Cash-Sale Only**

We take pleasure in advising you that your recent application to open a Cash Sale Account with Bunnings Limited has been approved and can be accessed within the next three working days from the date of this letter

The terms are outlined above and a copy of the terms and conditions of the contract is attached for your information, to assist you with quick and efficient service we recommend that you record your account number for future purchases

Payment of your account is to be made at Point of Sale

Should you require information regarding any of our products and services your local store would be pleased to assist you

Thank you for choosing Bunnings Limited.

Yours faithfully
BUNNINGS LIMITED

Wallace Albert
Northern Region Senior Credit Controller

BUNNINGS warehouse

BENCHMARK BUILDING SUPPLIES

Section 6: Terms & Conditions

he Terms and Conditions overleaf form part of this contract.

Bunnings will communicate the rejection or acceptance of the Customers request for credit as above by sending written confirmation if Bunnings agrees to provide credit as above. An agreement shall be concluded upon Bunnings posting or otherwise sending written confirmation. Thereupon Bunnings shall not be obligated to enquire into the authority of any person ordering goods on the account. It shall be the sole responsibility of the Customer to supervise the use of the account.

Section 7: Customer Agreement

I/We: (a) confirm that the information provided is true and correct; and

(b) agree to be bound by the Terms and Conditions contained herein and have read and understand them; and

(c) confirm that no information has been withheld of which Bunnings should be aware in considering this application for credit; and

(d) hereby agree and authorise Bunnings to obtain any information from a third party for the purposes of credit assessment.

ote: Where the applicant is a company (other than a listed Public company or a wholly owned subsidiary thereof) or a trust, authorised rectors or trustees (no less than two) will be required to sign this agreement and it is hereby acknowledged and agreed that by doing so they will personally be subject to the provisions of Clause 5: Privacy, contained in the Terms and Conditions overleaf plus amendments.

igned by the applicant(s) or two authorised signatories **directors/partners/trustees**: and Provide Letter of Authority.

.) _____ 2) _____ 3) _____ 4) _____
(Signature)

N/A SOLE TRADER. ONLY

) _____ 2) _____ 3) _____ 4) _____
(Please Print Full Name)

JOHN HOANI KAHAKI WANOA

In the presence of: _____
(Signature)

Identification Presented Yes ☐ No ☐

Full Name of Witness: JERI BALEIKRASAVU

Licence / Credit Card / Passport (Circle one)

Occupation: CUSTOMARY LAW LEGAL ADVOCATE

ated this 2ND day of MARCH 2007

Address: 258 BAIRDS Road, OTARA, AUCKLAND

Section 8: Third Party Security/Liability for Debts

O: Bunnings its successors and assigns

(Full Name of "Guarantor(s)") 1) _____ 2) _____

Residential Address) 1) _____ 2) _____

(Date of Birth) 1) _____ 2) _____

In consideration of Bunnings not requiring the repayment for a period of one day from the date of this application of presently outstanding moneys (if any) due from the Customer to Bunnings and Bunnings granting the Customer credit on such terms and conditions Bunnings deems fit (and as may be amended from time to time), the Guarantor (s) and its/his/her successors or personal representatives hereby guarantees due and punctual payment of all and any moneys which are now or at any time become payable to Bunnings by the Customer and where there is more than one named Guarantor they shall be jointly and severally liable.

It is also agreed that as between Bunnings and the Guarantor(s), the Guarantor(s) shall be a principal debtor and be liable jointly and severally to Bunnings as if the Guarantor(s) incurred the debt. The Customer and/or the Guarantor(s) shall not be released from any liability whatsoever by any indulgence, granting of time, waiver, compromise, settlement, release, breach of contract by Bunnings, excess of credit limit, cancellation of credit, refusal to supply, amendment of terms of credit or supply, forbearance to sue or any other act, omission, matter or thing which would otherwise affect or limit or discharge the liability of the Guarantor(s) or personal representatives of the Guarantors or the Customer. These reservations apply generally. The Guarantor(s) liability shall be for all moneys and not be limited to any amount.

It is also agreed that the obligations herein shall be continuing obligations and shall not, without limiting clause 2 hereof, be satisfied or discharged by the Customer's account at any time or times coming into nil or credit balance or the winding up, liquidation, dissolution, death or bankruptcy or compromise with, settlement with or release of the Customer and/or the Guarantor(s) or any one of or more of them but shall continue in full force and effect.

4. The Guarantor(s) expressly acknowledge that the terms of this agreement and the credit agreement terms and conditions have been read, understood and are accepted without reservation. The Guarantor(s) further acknowledge that the opportunity to obtain independent legal advice has been provided.

JOHN WANOA

TRADE CASH ONLY ON DELIVERY 12 MONTH PERIOD OF TRIAL OR AT STORE WAREHOUSE BUNNINGS

igned by the Guarantor(s) (1) _____ In the presence of: _____
(Signature)

Full Name of Witness: _____

(2) _____ Occupation: _____

Dated this 2ND day of MARCH 2007 Address: _____

Please note, if the Guarantor is a company the authorised signatories are required to print their name and position held beside their above signature.

Section 9: Acceptance and Operation of Account

Cashvale

170 P 56

170170 NTW 9/3/07 252151

TERMS AND CONDITIONS

INTRODUCTION

The terms and conditions set out below are designed to provide certainty to both parties and to avoid any misunderstanding in the case of a dispute arising. Please read carefully these terms and conditions and seek clarification from either our Branch Manager or a Solicitor if you are unclear on any point. These terms and conditions prevail over any other.

In these terms and conditions the term "Bunnings" means Bunnings Limited its successors or assigns; the term "the Customer" means the person or entity whose name appears on the front page of this agreement; the term "Goods" means all and any goods and/or services supplied by Bunnings to or for the Customer or manufactured by or for Bunnings for the Customer.

1.0 CREDIT FACILITIES/PAYMENT TERMS

1.1 It is agreed between the Customer and Bunnings:

a) That this contract is to be a "Cash Sale" unless otherwise agreed and the Customer must pay the Amount Owing prior to the delivery of any goods;

b) Any deposit required by Bunnings will be paid immediately on the creation of this contract and is non refundable;

c) Where credit is extended by Bunnings, then full payment is due on the 20th of the month following the date of delivery;

d) Payment of any account must be either by Cash, Cheque or Electronic Funds Transfer;

e) The Customer will in addition to the price of the Goods pay any GST or any other analogous taxes or duties payable at the same time as payment is made for the Goods;

f) Delivery charges are at the Customer's cost unless prior agreement in writing to the contrary is given by Bunnings;

g) Bunnings has the right to increase by notice to the Customer the price of goods ordered by the Customer if there is any increase in the price payable by Bunnings for those goods after the time of the order and before delivery;

h) The "Amount Owing" by the Customer to Bunnings shall mean the price of the Goods plus all costs and expenses and penalties for which the Customer is liable under these terms and conditions to pay to Bunnings;

i) Payment of the Amount Owing shall be made free of any counter claim, set-off, deduction or any other claim whatsoever.

1.2 Where the Customer has already established credit facilities with Bunnings but anticipates purchases that may exceed the established credit limit, the Customer must confirm the amount of credit available and where necessary apply for an approved increase to cover the additional purchases being contemplated.

1.3 Any order placed for or on behalf of the Customer that results or will result in the credit limit being exceeded shall be deemed to be a request by the Customer and any Guarantor(s) for an increase in the credit limit. If Bunnings agrees to supply the order, then Bunnings thereby agrees to the temporary increase in the credit limit.

1.4 Bunnings may at any time and from time to time with or without notice to the Customer and/or Guarantor(s), in its sole discretion increase or decrease or suspend or revoke the amount of credit (and the credit limit) provided to the Customer.

1.5 Any increase or decrease or suspension or revocation of credit or exceeding or change of any credit limit shall hereby be deemed to be consented to by the Customer and any Guarantor(s) and shall not release either the Customer or the Guarantor(s) from any liability whatsoever.

1.6 Bunnings may refuse at any time and without reason to sell Goods on credit to the Customer.

1.7 Penalty interest at the rate of 1.50% per month (or the then current rate being charged by Bunnings) compounding will be charged monthly on all money owing to Bunnings immediately following the due date for payment calculated monthly from the due date until the date upon which payment in full of the Amount Owing is received.

1.8 Should any default occur Bunnings shall be entitled to recover from the Customer any discount given on the unpaid goods and/or services and all legal and other associated costs howsoever incured by Benchmark arising from the enforcement and/or collection of the amount due and owing.

1.9 Bunnings may allocate any payment made on the Customer's account as Bunnings sees fit and may do so notwithstanding any specific tender by the Customer.

1.10 The Customer acknowledges that Bunnings supplies the Customer on condition that all payments made to and received by Bunnings from the Customer are valid and made in the ordinary course of business.

1.11 The person completing the application for credit warrants that the information provided is true and correct.

2.0 GENERAL CONDITIONS

2.1 The Customer shall be solely responsible for the accuracy of any information upon which any estimate is based. Any prices, quantities, recommendations or other advices given by or on behalf of bunnings as to an order or possible order shall under no circumstances be construed as a quotation, or fixed price or quantity. Bunnings shall not be bound to supply the goods and/or services at the estimated price and the Customer shall be liable for the price of any goods and services purchased as invoiced by Bunnings. Any order or request by or on behalf of the Customer for bunnings to supply goods and/or services shall be deemed to be subject to the terms and conditions herein. Any supply of goods and/or services by Bunnings in response shall be deemed to be on the terms and conditions herein notwithstanding other terms submitted with an order (and such terms shall be ineffective without the need for Bunnings to reject them even if meeting the order).

2.2 All customary building industry tolerances shall apply to the dimensions and measurements of the Goods unless Bunnings and the Customer agree otherwise in writing. All timber sizes quoted are nominal. Dressed or gauged finished sizes will vary from the nominal call size.

2.3 The Customer shall accept responsibility to ensure reasonable on site access is available for delivery of the Goods.

2.4 Notification of incorrect or incomplete orders must be made to Bunnings's supplying branch on the day of delivery. No responsibility is accepted by Bunnings for any shortages.

2.5 Should Bunnings fail to deliver or make defective delivery of any order, it will not entitle the Customer to cancel the contract for that order or any other goods.

2.6 All conditions and warranties under the Sale of Goods Act 1908 are hereby excluded.

2.7 The Customer agrees that in the event of any default of the provisions of these terms and conditions and as security for all indebtedness of the Customer to Bunnings from time to time, in consideration of among other things forbearing to sue immediately for the debt, the Customer hereby agrees to Bunnings:

a) delaying delivery of any Goods or supply of any Services until the matter is resolved to Bunnings' satisfaction;

b) suspending or cancelling (in whole or in part) this agreement or any other contract between them by written notice to the Customer;

c) recovering from the Customer, or deduct from or set-off against any amount Bunnings may owe the Customer, all amounts for any damage, losses, costs or expenses (including actual legal costs, interest and expenses) arising from the default or non-performance by the Customer;

d) by notice to the Customer require that all the account, whether or not due, is paid immediately and such amounts will then become immediately due and payable.

2.8 Bunnings reserves the right at all times to suspend or discontinue the supply of Goods to the Customer without incurring any liability whatsoever and without being obliged to give any reason for its action.

2.9 To the maximum extent permitted, Bunnings (including any agent or employee) shall have no liability to the Customer or any Guarantor(s) (or any of their agents or employees) whether in contract, tort or otherwise for any physical, direct or indirect loss or damage nor for any economic or consequential loss or damage resulting from or contributed to by a breach of this contract or any estimate, order, representation or otherwise. Without limiting this clause, any liability that Bunnings may have shall nevertheless be limited to the price of the goods under the relevant invoice to which the goods or service giving rise to a claim relate.

2.10 All clauses, words, phrases, sentences and paragraphs in these terms and conditions are separate and independent from the others, each one being severable from the other and if any of them, or any part thereof, are held or found to be void, invalid or unenforceable they shall be deemed to be severed here from to the extent of the voidance, invalidity or unenforceability but the remainder shall remain in full force and effect.

2.11 Bunnings and the Customer acknowledge that:

a) these terms and conditions express the entire understanding and agreement between them;

b) there have been no representations made by either party to the other except such as expressed in these terms and conditions;

c) in the event that there may be any inconsistency between these terms and conditions and any order that may be lodged by the Customer, the terms and conditions of the Customer's order shall be of no effect.

2.12 Bunnings may from time to time amend these terms and conditions by posting to the address for service of the customer a written set of the amended terms. The Customer and any Guarantor(s) agree that the amended terms shall be effective upon posting and are deemed accepted by them by the Customer placing any order after the date of posting.

2.13 The address for service of the Customer shall be the street address recorded in section 1 of the Credit Application agreement or if the Customer is a company the registered office of the Company.

3.0 STANDARDS: In relation to all goods and/or services supplied by Bunnings:

(a) The Customer must ensure that:

i) they are used in accordance with any safety directions which are supplied with the goods or services;

ii) any safety features of the goods are not interfered with, modified or disabled;

iii) any staff or agents are instructed to comply with a) and b) hereof; and

iv) they are used under appropriate supervision and with appropriate training;

v) inform Bunnings if you suspect any design or manufacturing fault that may affect the safety of the goods in a work place;

(b) The Customer acknowledges that:

i) Bunnings does not warrant or represent the suitability of any product for the Customer's use and that the Customer shall be responsible for ensuring that manufacturer's instructions and recommended uses etc are followed;

ii) where any recommendation or advice has been given by or on behalf of Bunnings, that Bunnings cannot be responsible for the actual implementation of the recommendation or the advice or the actions of the Customer or any other party;

iii) Bunnings may rely on any plans, specifications, information or quality and/or standard of any manufactured product used by the Customer and has no liability whatever for any loss or damage caused or contributed to by any act of the Customer or any other party.

4.0 CONSUMER GUARANTEES

4.1 If the Customer is, or holds itself out as purchasing the Goods for the purposes of a business (as defined in the Consumer Guarantees Act 1993) it is hereby expressly agreed that the guarantees implied by the Consumer Guarantees Act 1993 are excluded.

4.2 If the Customer is purchasing the Goods for personal, domestic use or consumption, the Customer's rights under these terms and conditions are subject to the Customer's rights expressly conferred by the Consumer Guarantees Act 1993.

5.0 PRIVACY

5.1 The Customer and any Guarantor agree that any information about them provided at any time to Bunnings may be used by Bunnings for any purpose connected with it's business including (but not limited to) direct marketing, debt collection and credit reporting or assessment. Bunnings is authorised to provide such information to any external agency or party for credit information and assessment purposes and that agency or party is hereby authorised to use and continue to use such information as part of their business(es) services. Bunnings and the external agency or party may retain and/or use such information for as long as they see fit.