November 2005

new zealand property JOURNAL

Property Institute of NZ benefits

The Property Institute of New Zealand was launched in 2000 to take the profession into the 21st century. This followed overwhelming support for a new organisation by members of the New Zealand Institute of Valuers (NZIV), the Institute of Plant & Machinery Valuers (IPMV), and the Property & Land Economy Institute of New Zealand (PLEINZ).

The Institute has a membership of 3000 key property professionals, who provide services in a number of property related areas involving people, places and spaces. These include; property management, property consultancy, property development, property valuation (rural, residential, commercial and industrial), facilities management, plant and machinery valuation, financial analysis, real estate sales and leasing, project management, and others.

The Institute has 17 branches across provincial and metropolitan New Zealand, a number of overseas members, and is affiliated to a number of other international property organisations.

The Institute's business plan has 3 key goals:

- To become the first choice pre-eminent organisation for property professionals to belong in New Zealand;
- To lead and influence the New Zealand property sector and its environment;
- To provide professional support of members to enhance public confidence in the profession.

The Institute promotes a code of ethical conduct and provides a range of membership services and benefits.

The Institute provides a range of products, services and benefits including:

- The Property Business - published bimonthly in partnership with AGM Publishing, this is the Institute's lfagship publication, which has established itself as the leading property publication in New Zealand.
- JOBMail a weekly email service to all members advertising jobs available in the sector, these job vacancies (and positions sought) are also put on the Institute's website: www.property.org.nz.
- Property Registration an added status conferred by the Property Institute of NZ Registration Board in the streams of Plant and Machinery Valuation, Property Consultancy, Property Management, and Facilities Management. The Valuers Registration Board registers property Valuers.
- Property Standards sets standards of practice in New Zealand, and is developing Australasian-wide standards. In addition, the Institute has had considerable input into the development of international Valuation Standards.
- Code of Ethics and Discipline has a code and Rules of Conduct, which are enforced by a professional practice committee to ensure that the public are served ethically and have some measure of protection.
- Education enhancing the quality and skills of the profession through initiatives such as the provision of textbooks, accreditation of university courses, provision of professional certificates, education seminars, audio conference and events.
- Membership Benefits Package - all Institute members are automatically entitled to a number of discounts off the Institute's affiliates products and services. For example 30% subscription discount to the award winning Unlimited Magazine, office supplies, accommodation average savings have been estimated at over $15,000 across a range of products. For further information, please visit: www.property.org.nz.
- Property Institute of NZ Awards the Institute promotes professionalism and recognises excellence by providing national, internal and tertiary studies awards to key individuals who contribute to the Industry, profession and Institute.
- Property Network the network of 17 branches across the country, and one in London. This provides a local focus point for Institute networking, educational activities and social functions such as the Property Ball, golf days, BBQ's and Christmas functions.
- International Relationships the Institute has a number of reciprocity arrangements with other countries that have regulated professional marketplaces, allowing some NZ members to practice overseas more easily. In addition, the Institute has an MOU with the Australian Property Institute, an agreement with IFMA (International Facility Management Association), is represented on other international bodies such as IVSC (International Valuation Standards Committee), WAVO (World Association of Valuation Organisations), PanPac (Pan Pacific Congress of Real Estate, Appraisers, Valuers and Counsellors) PRRES (Pacific Rim Real Estate Society), and has a number of other international relationships.
- Property Institute of NZ Confidence Index measures confidence and other key indicators in the property sector.
- Career Foundations a key package, which provides additional support, targeted at university students and graduates needs.
- Schools Project established in 2003 to promote the Institute, profession and universities offering the Property Degree, to youth (specifically school leavers) throughout New Zealand. Initiatives include visitations by local members to secondary schools, distribution of promotional material to schools, and other communications.
- Property Publishing includes discounted textbooks for student members, the `Property Journal', Property Institute of NZs Statscom, and other publications.
- Library Services - the Institute has an extensive range of publications on all aspects of the property profession available to members, who are welcome to request information.
- Property Card given to all Institute members, and gives entry to Institute events at discounted prices. It can also be used as a form of identification/verification of membership with the Property Institute of NZ, when accessing the Institute's affiliates products and services at discounted rates.
- www propertyorg.nz the Institute's website provides information on the Institute and its members, such as `branch events', `find a registered member' and on line publications. Information about the products and services identified above, as well as additional products launched by the Institute, can be also found on the site. The site continues to be developed further.
- Other Property Institute of NZ Products and Services the Institute is also looking at partnering with other organisations to bring more benefits to members and these will be announced as they are progressively launched.

To become a Property Institute of New Zealand member: There are eight levels of membership that recognise professionalism and achievement - Student, Graduate, Affiliate, Associate, Full Member, Senior Member, Fellow and Life Member. Not everyone is able to become a New Zealand Property Institute member. To check out how you can become a member either contact us, go to our website for more information, or contact Mike Clark, chairman of the PI membership committee at mac@seagars.co.nz

Submitting articles to the Property Institute of New Zealand Property Journal

Notes for Submitted Works

Each article considered for publication will be judged upon its worth to the membership and profession. The Editor reserves the right to accept, modify or decline any article. Any manuscript may be assigned anonymously for review by one or more referees. Views expressed by the editor and contributors are not necessarily endorsed by PI.

Deadline for contributions is not later than January 10, May 10 and September 10 of each year.

Format for Contributions

All manuscripts for publishing are to be submitted in hard copy typed double-spaced on one side only of A4 sized paper and also in Microsoft Word document format on IBM compatible 3.5" disk or alternatively entailed to head office.

Any photographs, diagrams and illustrations intended to be published with an article, must be submitted with the hardcopy. A table of values used to generate graphs must be included to ensure accurate representation. Illustrations should be identified as Figure 1, 2 etc.

A brief (maximum 60 words) profile of the author; a synopsis of the article and a glossy recent photograph of the author should accompany each article.

Manuscripts are to be no longer than 5000 words, or equivalent, including photographs, diagrams, tables, graphs and similar material.

Articles and correspondence for the PI Property Journal may be submitted to the editor at the following address: The Editor, PI Property Journal, PO Box 27-340, Wellington.

F PANEL

I3nI It!IIi IialtiI(.I, (

rh)l lain 1 n..)n

;I >I r,I;4 nu .„ F iI

Why become a member of the Property Institute of New Zealand?

Property Institute of NZ's primary objective is to represent the interests of the property profession in New Zealand.

The Property Institute of New Zealand:

- Promotes a Code of Ethical Conduct
- Provides Registration the formal recognition of experience and certified qualification of excellence
- Provides networking opportunities
- Assists in forming professional partnerships
- Provides a marketing tool in the approach to new and existing clients
- Provides *The* PROPERTY Business 6 times a year in partnership with AGM Publishing
- Distributes national PI newsletters and email updates
- Delivers a National and Branch CPD programme
- Offers membership with the International Facility Management Association (IFMA)
- Offers other international linkages
- Offers networking opportunities between the profession and the universities through the PI "Buddy Programme"
- Promotes annual PI Industry and Student Awards
- Delivers an annual PI Conference
- Offers links and information through the PI website www.property.org.nz
- Provides regular branch breakfast and lunch seminars
- Promotes the annual Property Ball in partnership with the Property Council
- Provides PI Confidence index and PI JobMail

For more information on our services to members contact the PI National Office:

Gerard Logan PRESIDENT
Mark DOW DIRECTOR
Phil Merfield INDEPENDENT DIRECTOR
John Darrock DIRECTOR
Chris Stanley DIRECTOR
Mark Sigglekow DIRECTOR
Peter Dow DIRECTOR
Tony CulaV NZIV PRESIDENT
Gwendoline Daly DIRECTOR
Conor English CEO

Westbrook House • 181-183 Willis St • PO Box 27-340 • Wellington
New Zealand • Telephone 64-4-384 7094 • Fax 64-4-384 8473
www.propertyorg.nz • Email: conor@propertyorg.nz

EDITORIAL

Fresh Challenges

This edition of the Property Institute Journal will be my last. Having spent the last five and a half years of my life involved in the Property Institute it is now time for fresh challenges. I have really enjoyed my time with the Institute and I will miss it.

It is a satisfying time for me to depart as we have made progress on a large number of fronts. However, it is now time for someone else to take over and progress the Institute as it approaches a new phase. For me, it is time for fresh challenges.

I have met and worked with many great people nationally and internationally. I've enjoyed the support, input, wisdom and sense of humor of various Presidents, Board members, and committees at branch, national and international level.

It is these people who form the back bone of the institute and make it a success.

It has been a privilege for me to have had the opportunity to serve the Institute members.

We've now got the building blocks in place: a strong balance sheet, a strong brand, strong conference and CPD program, some great branches and strong national committees, very good staff, excellent international relations, and record membership numbers - an excellent platform to continue to build on.

I hope you have enjoyed reading the journal as much I have enjoyed bringing it to you. I would like to thank all those who have contributed to the journal during my time as editor. I hope you enjoy this edition, which is my last, but the first since the Institute changed its name from the New Zealand Property Institute to the Property Institute of New Zealand.

Finally, I would like to wish the president, the Board, the National Committees and Branch Committee, the staff, and all the members of the Institute all the best for the future. I hope you all have a great Christmas and a fabulous new year!

Kindest regards

Conor English
Chief Executive Officer
Property Institute of New Zealand

Refereed Article

The Dynamics of New Zealand Commercial Property Portfolios

Graeme Newell, University of Western Sydney (g.newell@uws.edu.au)

ABSTRACT

The dynamics *of commercial property portfolio performance* in New Zealand have *changed considerably in recent years*, with most of these dynamics *working in favour of* commercial *property in* an investment *portfolio.* Commercial *property* is shown to have low risk and *provide portfolio* diversification *benefits.* The impact *of* valuation-smoothing *on property ris*k is not seen to *be* as c*ri*tical *a factor* than *for other* countr*ie*s *(eg:* Australia). This investment analysis *further reinforces* the strategic contr*i*bution *of New* Zealand *commercial property* in an investment *portfolio.*

Keywords: Commercial property, diversification, risk-adjusted returns, property risk, valuation-smoothing

INTRODUCTION

Commercial property is an important asset class, with a wide range of property investment vehicles now available in New Zealand. These vehicles include listed property trusts, unlisted property trusts, property syndicates, wholesale funds and direct property funds. These property portfolios include both diversified portfolios and sector-specific portfolios, in both the traditional property sectors (office, retail, industrial) as well as the emerging property sectors (eg: leisure, healthcare, retirement, self-storage).

While the New Zealand commercial property markets are small in global terms (see Table 1), there has been considerable interest in these markets in recent years. This has been attributable to a number of local and international factors (Jones Lang LaSalle, 2004a; Newell and Boyd, 1999), including:

- globalisation of investment markets and funds management
- significant investment by overseas institutional investors, particularly from Australia (e.g: Westfield, Macquarie, AMP, ING, Centro, Multiplex)
- introduction of government superannuation fund
- poor stockmarket performance
- demographic changes with an ageing population and the resulting need for secure, high-yield investments with a focus on steady "annuity style" income returns rather than capital growth
- relatively high yields compared with Australia
- favourable exchange rate considerations from Asian and US investors
- new property investment vehicles.

This investor interest has been further enhanced by the mature and orderly nature of the New Zealand commercial property markets, resulting from the quality of prime commercial properties, the quality of professional property services, the high standard of property market information, political stability and the secure nature of the market transaction processes in New Zealand (Newell and Boyd, 1999). Overall, New Zealand commercial property markets are regarded as the second most transparent market globally (see Table 2) (Jones Lang LaSalle, 2004b), with New Zealand seen as the 1&h most internationally competitive country (International Institute of Management Development, 2004).

Previous property research has examined a range of specific investment issues concerning New Zealand commercial property. This includes:

- inflation-hedging (Newell and Boyd, 1995)
- property risk and impact of valuation-smoothing (Newell et al, 1996)
- risk-adjusted performance analysis (Newell and DeWit, 1997)
- role of commercial property in investment portfolios (Newell and Boyd, 1999).

In particular, this previous research has highlighted the attractive investment features and significant contribution by New Zealand commercial property to a diversified New Zealand investment portfolio. However, much of this earlier research focused on office property and is limited to the period up to 1998. The expanded coverage of the New Zealand commercial property performance indices (Property Council of New Zealand, 2004) now allows the fuller coverage of the office, retail and industrial property sectors over an extended 11-year time period to June

2004 for a more rigorous and comprehensive analysis of New Zealand commercial property performance, as well as benchmarking against the other major asset classes of shares and bonds.

Having assets in a portfolio that are in different asset cycles and do not perform in the same way at the same time has the benefit of producing more consistent levels of portfolio returns over time, with this portfolio diversification resulting in lower levels of portfolio risk or volatility. As such, the need for a diversified portfolio has been long recognised as an effective risk management strategy, both in a mixed-asset portfolio of shares, bonds, cash and property (Hoesli et al, 2004), and in a property portfolio via property sector and geographic diversification (DeWit, 1996; Eichholtz et al, 1995; Louargand, 1992; Seiler et al, 1999). Property sector diversification has been shown to be more effective than geographic diversification in the US (Fisher and Liang, 2000) and in the UK (Lee, 2001). The importance of portfolio diversification in a New Zealand investment portfolio is clearly demonstrated in Table 3 for both mixed-asset portfolio diversification and property sector portfolio diversification. Over the 11-year period of 1994-2004, each of the major asset classes (shares, bonds, property and LPTs) ranged from being the best performed asset class for at least 10% of times through to being the worst performed asset class for at least 19% of times. Similarly, each of the property sectors (except office) saw significant levels of being the best performed property sector and the worst performed property sector.

Given the importance of mixed-asset and property portfolio diversification and the presence of property cycles, it is essential that investors are aware of the changing dynamics of New Zealand commercial property portfolios; and in particular, whether a diversified property portfolio (by property type) has become more important in recent years. The purpose of this paper is to examine this key issue of changing property portfolio dynamics over 1994-2004; particularly focusing on whether New Zealand commercial property has become a more attractive risk-adjusted investment opportunity, compared to shares and bonds in New Zealand in recent years.

METHODOLOGY

Data sources

To assess New Zealand commercial property performance, total returns over June 1994 June 2004 were assessed six-monthly, using the Property Council of New Zealand (PCNZ) property indices (PCNZ, 2004). Table 4 shows the composition of the PCNZ index portfolio at June 2004, comprising 288 investment-grade properties valued at over NZ$4.6 billion (PCNZ, 2004).

While NZ office indices and NZ industrial performance indices are available since June 1990 and December 1993 respectively, the start date for this analysis was June 1994 to enable the inclusion of NZ retail property in the investment performance analysis. Corresponding total returns for shares (NZSE All Ordinaries series), bonds (Credit Suisse First Boston GS series) and LPTs (NZSE LPT series) were also utilised (PCNZ, 2004).

Direct property being a physical asset has different investment characteristics to shares and bonds which are financial assets. These differences largely relate to the greater trading flexibility, divisibility and liquidity seen for financial assets such as shares. Whilst there is daily financial performance data available for shares and bonds, compared to the much less frequent property performance data (eg: quarterly), conducting this performance analysis on a six-monthly basis over 1994-2004 will capture the most attractive and representative aspects of the investment performance for all of the assets involved in this study.

Investment performance measures

To assess the changing dynamics of commercial property, a range of investment performance measures were used. These measures include risk, risk-adjusted returns (via risk-return ratio) and inter-asset correlations. Asset risk is calculated as the volatility of the asset's returns using the standard deviation of asset returns, as per the conventional definition of risk in investment analysis. The impact of valuation-smoothing on commercial property risk is also assessed using the procedures of Newell and MacFarlane (1995, 1998).

The 11-year period of 1994-2004 is assessed, as well as the sub-periods of 1994-1999 and 1999-2004 being assessed to examine the changing commercial property dynamics in more recent years.

HAS NEW ZEALAND COMMERCIAL PROPERTY BEEN WELL-PERFORMED?

Table 5 presents the risk-adjusted performance for the commercial property sectors and the other major asset classes over 1994-20042, as well as for the sub-periods of 1994-1999 and 1999-2004. Retail and industrial property have delivered consistent returns over 1994-2004, with retail property outperforming all other asset classes over this 11-year period and over the two sub-periods. LPTs matched stockmarket performance overall, but have underperformed in recent years. Office property was consistently underperforming retail and industrial property over each timeframe.

s PCNZ commercial1 property indices have only been reported quarterly since March 2001.
The New Zealand stockmarket has not performed very well over the period studied, and financial planners might argue a more valid comparison is with a portfolio of international shares. However, this study has been limited to local New Zealand asset classes, rather than including financial assets influenced by non-New Zealand forces.

Over this 11-year period, property risk (1.95%) was significantly lower than stockmarket risk (11.49%), with LPT risk (13.48%) exceeding stockmarket risk. Importantly, property risk has been consistent over this period and significantly lower than the property risk levels seen over 1980-95 (Newell and De Wit, 1997; Newell et al, 1996). LPT risk has also reduced significantly in recent years to be only 78% of stockmarket risk. This reinforces the traditional defensive investment characteristics of LPTs.

On a risk-adjusted basis, the property sectors figured prominently, both in the longer-term and in the short-term periods. In particular, retail property and industrial property were the best performed asset classes, significantly ahead of shares in each scenario. LPTs marginally outperformed shares.

Overall, this analysis clearly demonstrates the low risk for all property sectors in both the long-term (ie 1994-2004) and short-term (ie 1999-2004), as well as further reinforcing the superior risk-adjusted investment performance of commercial property in recent years.

IS COMMERCIAL PROPERTY PROVIDING ENHANCED DIVERSIFICATION BENEFITS?

Assets showing portfolio diversification benefits have correlations (denoted by r) close to zero or slightly negative, whilst those assets not providing portfolio diversification benefits have correlations much closer to one. Table 6 presents the inter-asset correlation matrix for the commercial property sectors and the other major asset classes over 1994-2004, as well as for the sub-periods of 1994-1999 and 1999-2004.

Over 1994-2004, commercial property provided diversification benefits in a portfolio with shares (r = .09) and bonds (r = -.27), with this diversification also evident for each of the property sectors. LPTs did not provide significant diversification benefits in a portfolio of shares (r = .54) or bonds (r = .48). However, more recent years have seen less diversification benefits for property, with the correlation with shares increasing to .49; this trend was also evident for each of the property sectors. In contrast, LPTs have seen enhanced diversification benefits with shares in recent years (r = -.23).

Within the property portfolio, property sector diversification has reduced in recent years. This is reflected in the average property sector correlation increasing from .24 over 1994-1999 to .71 over 1999-2004. This trend was also evident for each of the property sectors.

Overall, these correlations demonstrate the diversification benefits of property in a New Zealand mixed-asset portfolio; however, there has been some reduction in these diversification benefits in recent years. In contrast, LPTs have significantly enhanced their diversification benefits in recent years.

In terms of inflation-hedging, commercial property has lost a large degree of its inflation-hedging benefits in recent years (r = .19); particularly compared to 1980-93 (r = .65) (Newell and Boyd, 1995). This is also evident for office (r = .17) , retail (r = .19) and industrial property (r = .05). However, the inflation-hedging ability of property was still superior to that for shares (r = -.24), LPTs (r = - .23) and bonds (r = .10). Part of this reduced inflation-hedging ability by commercial property in recent years is attributable to recent low inflation levels compared to previous periods.

IMPACT OF VALUATION-SMOOTHING ON COMMERCIAL PROPERTY RISK

Like the equivalent commercial property indices in the US, UK and Australia, the PCNZ commercial property performance indices are valuation-based. This is unavoidable as there are insufficient commercial property transactions per period to justify a reliable and representative transaction-based commercial property series. A consequence of using valuations is the potential introduction of valuation-smoothing in the PCNZ commercial property return series; this causes property risk to be understated (Clayton et al, 2001; Hamilton and Clayton, 1999; Newell and MacFarlane, 1995).

The main causes of valuation-smoothing are:

- valuations are not necessarily available in the current time period, but are reported at the value from previous time periods (up to one year previously); hence the valuation data is often "stale". Typically, in New Zealand, commercial property valuations are done every 1-3 years, with the full property portfolio re-valued on a rolling cycle
- seasonality of valuations, with most valuations conducted near the June or December periods
- lack of current market sales as comparables; hence a reliance on out-of-date valuations.

The strongest evidence of valuation-smoothing in the valuation process is seen in the significant serial correlation structure in the PCNZ commercial property returns. Table 7 presents this serial correlation structure for the main PCNZ commercial property indices and the corresponding shares, LPT and bond series. A significant serial correlation structure is clearly evident for each of the commercial property sectors for up to 12 months. These serial correlations are in marked contrast to the non-significant serial correlations for shares, LPTs and bonds, reflecting the random nature of these transaction-based returns. While similar patterns of valuation-smoothing are also evident in the US, UK and Australian commercial property return series (Newell and MacFarlane, 1995, 1998), the extent of this serial correlation is less significant in the New Zealand commercial property series. For example, in the Australian commercial

property series, the significant serial correlations extend to 18 months for total, office and industrial property and 12 months for retail property. Clearly, valuation-smoothing is significant in each of the PCNZ commercial property series and needs to be accounted for to obtain more appropriate (and higher) estimates of property risk.

Using the property risk adjustment procedures of Newell and MacFarlane (1995, 1998) that account for valuation-smoothing, Table 8 presents these revised commercial property risks. Over 1994-2004, commercial property risk needed to increase from 1.95% to 2.59% to account for valuation-smoothing; this sees property risk needing to be increased by 32.9% to be a more appropriate property risk measure. The necessary risk adjustments for office, retail and industrial property are all in the range of increases of 16%-37%, with office and retail property being the least affected by valuation-smoothing. This still sees commercial property risk as well below stockmarket risk.

Importantly, the extent of valuation-smoothing in the New Zealand commercial property series is less evident than previously, with office and industrial property risks over 1980-95 needing to be increased by 47% and 48% respectively (Newell et al, 1996). Similarly, the extent of valuation-smoothing is less evident for New Zealand property than for Australian property, which currently requires commercial property risk to be increased by 41%-44% to account for valuation-smoothing.

Another factor that impacts on commercial property risk is seasonality of valuations, with most valuations conducted near the June and December periods. After adjusting for this seasonality of valuations issue (Newell and MacFarlane, 1998) (see Table 8), property risk was not seen to have increased significantly from adjusted property risk after accounting for general valuation-smoothing. This further increase in property risk was only 1.9%, well below the typical 33% increase in property risk needed to account for valuation-smoothing. The seasonality risk adjustment for New Zealand commercial property (1.9%) was comparable to that required for Australian commercial property (1.2%).

Overall, it can be inferred that valuation-smoothing is a significant factor influencing New Zealand commercial property risk, but that seasonality of valuations is a much less important factor in influencing property risk, as well as the impact of valuation-smoothing being less evident in New Zealand commercial property than in Australian commercial property Fortunately, most institutional investors are aware of this valuation-smoothing bias and take it into account in their asset allocation decisions.

CONCLUSION

Over this period of 1994-2004, there have been a number of major property investment drivers (both cyclic and structural factors) that have significantly influenced commercial property returns in New Zealand (Jones Lang LaSalle, 2004a). These include strong economic growth, strong employment growth, low interest rates, strong capital flows, low inflationary expectations, declining bond yields and strong investor demand, which all contributed to strong property demand in all of the commercial property sectors, reflected in low vacancy rates and rental growth. Whilst there were these major property drivers, this period also saw poor stockmarket performance in several years involving major shocks to the financial sector, including the dot corn bust and corporate governance scandals. This further reinforced the performance of commercial property in New Zealand.

As such, this paper has shown that the dynamics of commercial property portfolio performance in New Zealand have changed considerably in recent years, with most of these dynamics working in favour of the investment benefits of commercial property in an investment portfolio.

In particular, the retail and industrial property sectors have delivered strong performance with low risk and significant portfolio diversification benefits, although these portfolio diversification benefits have reduced in recent years. The impact of valuation-smoothing on New Zealand property risk remains an issue, but it is not as significant a factor to that seen in Australian property risk assessment, as well as providing a truer measure of property risk to adjust for the use of valuations instead of transactions.

Whilst being an historic analysis over the last eleven years and there is no guarantee that this investment performance will continue in the future, all of the above analyses have reinforced the strategic contribution that New Zealand commercial property can potentially make to an investment portfolio, with most of these benefits having been enhanced in more recent years. This strong performance has also been reinforced by the increased range of commercial property investment vehicles with different investor risk tolerances now available to both retail and wholesale investors in New Zealand.

REFERENCES

Clayton, J., Geltner, D. and Hamilton, S. 2001. Smoothing in commercial property valuations: evidence from individual appraisals. Real Estate Economics 29(3): 337-360.

DeWit, D. 1996. Real estate portfolio management practices of pension funds and insurance companies in the Netherlands: a survey journal of Real Estate Research 11(2): 131-148.

Eichholtz, F, Hoesli, M., MacGregor, B. and Nanthakumaran, N. 1995. Real estate diversification by property type and region. Journal of Property Finance 6(3): 39-59.

Fisher, J. and Liang, Y. 2000. Is sector diversification more important than regional diversification? Real Estate Finance (Fall): 35-40.

Hoesli, M., Lekander, J. and Witkiewcz, W 2004. International evidence on real estate as a portfolio diversifier. Journal of Real Estate Research 26(2): 161-206.

International Institute of Management Development. 2004. World Competitiveness Yearbook. IIMD: Lausanne.

Jones Lang LaSalle. 2004a. New Zealand property a change in sentiment? JLL: Auckland.

Jones Lang LaSalle. 2004b. Global real estate transparency index 2004. JLL:Hong Kong.

Lee, S. 2001. The relative importance of property type and regional factors in real estate returns. Journal of Real Estate Portfolio Management 7(2): 159-167.

Louargand, M. 1992. A survey of pension fund real estate portfolio risk management practices. Journal of Real Estate Research 7(4):361-373.

Newell, G. and Boyd, T. 1995. Inflation-hedging attributes of New Zealand commercial property New Zealand Valuers' Journal (Dec):50-54.

Newell, G. and Boyd, T. 1999. The role of commercial property in New Zealand investment portfolios. New Zealand Valuers' Journal (Nov): 11-16.

Newell, G. and DeWit, D. 1997. Assessing New Zealand commercial property performance. New Zealand Valuers' Journal (july):31-36.

Newell, G. and MacFarlane, J. 1995. Improved risk estimation using appraisal-smoothed real estate returns. Journal of Real Estate Portfolio Management 1 (1):51-57.

Newell, G. and MacFarlane, J. 1998. The effect of seasonality of valuations on property risk. Journal of Property Research 15(3):167-182.

Newell, G., MacFarlane, J. and Harris, A. 1996. The impact of valuation-smoothing on New Zealand commercial property risk. New Zealand Valuers' Journal (July):48-53.

Property Council of New Zealand. 2004. Investment Performance Index: June 2004. PCNZ:Auckland.

Prudential Real Estate Investors. 2003. A bird's eye view of global real estate markets. PREI:New Jersey.

Seiler, M., Webb, J. and Myer, N. 1999. Diversification issues in real estate investment. Journal of Real Estate Literature 7:163-179.

Acknowledgement

The author acknowledges the assistance of the Property Council of New Zealand in making the PCNZ property indices available for analysis.

Table 1: Major global commercial property markets: country market share (%)

Top 12								
US:	36.4%	Japan:	15.3%	Germany:	7.0%	UK:	6.7%	
France:	4.9%	Italy:	4.1%	Canada:	2.6%	Spain:	2.0%	
China:	1.5%	Mexico:	1.5%	Netherlands:	1.4%	Australia:	1.4%	
Others								
South Korea (13th):	1.3%	Hong Kong (14th):	1.2%	Taiwan (17th):	0.9%			
Singapore (21st):	0.6%	Indonesia (34th):	0.2%	Thailand (35th):	0.2%			
Malaysia (36th):	0.2%	New Zealand (37th):	0.2%					

Source: PREI (2003)

Table 2: Global property market transparency: 2004

Highly transparent:			
Australia (1st)	New Zealand (2nd)	US (3rd)	UK (4th)
Canada (5th)	Netherlands (6th)		
Transparent:			
Hong Kong (7th)	Singapore (9th)	Germany (10th)	France (11th)
Malaysia (20th)	South Africa (21st)		
Semi-transparent:			
Italy (22nd)	Japan (26th)	Taiwan (27th)	South Korea (34th)
Philippines (35th)	Thailand (36th)		
Low transparency:			
China (39th)	India (41st)	Indonesia (44th)	
Opaque:			
Vietnam (47th)			

Source: JLL (2004b)

Table 3: Major asset class and property sector performance: 1994-20041

	Percentage of time as best performed asset/sector	Percentage of time as worst performed asset/sector
Assets		
Property	14%	19%
Shares	38%	19%
LPTs	38%	33%
Bonds	10%	29%
Property sectors		
Office	0%	86%
Retail	67%	9%
Industrial	33%	5%

Source: Author's compilation from PCNZ(2004)
Performance assessed on six-monthly basis

Table 4: PCNZ commercial property index portfolio: June 2004

Property sector	Number of properties	Capital value	Weight in index	Number of property sub-sector indices reported
NZ CBD office	58	$2.04B	44.4%	2
NZ non-CBD office	52	$0.42B	9.2%	1
NZ retail	49	$1.48B	32.2%	3
NZ industrial	129	$0.65B	14.2%	1
NZ total property	288	$4.59B	100.0%	N/A

Source: PCNZ (2004)

H O O O O O O O

m

0 0 0 3° 0 0 0

1- 0 00 rq

N M N O ti M

y M co ti ~ to

b0'-' 0, O N - O

w – O .-i

N N N N

O O O O – .-i O

yy O

W w

c 0 0 N0° 0 3°

oX M O` O r4

R9 N N N M I--

o o o o o o o

C O 7 G M O) N

O W I cn r d\ ti

R

f" d\ 7 0 .r M d N

M - N M)fl I`

O O O O '-+ O C

e,j o o o o o o o

n (1) - 4 (0) 00 0

O\ to rn I- t-

– N N N ti M 7

d

C

o o o o o o o

N M CO CO N

b0 ^' O I- M N 00 00 10

O in v

Q y d Q

Table 6: Inter-asset correlation matrices

June 1994 June 2004:

	Total property	CBD office	Retail	Industrial	Shares	LPTs	Bonds
Total property	1.00						
CBD office	.90*	1.00					
Retail	.66*	.34	1.00				
Industrial	.73*	.54*	.46*	1.00			
Shares	.09	.02	.23	-.04	1.00		
LPTs	-.08	-.01	-.24	.10	.54*	1.00	
Bonds	-.27	-.02	-.39	-.33	.24	.48*	1.00

June 1994 June 1999:

	Total property	CBD office	Retail	Industrial	Shares	LPTs	Bonds
Total property	1.00						
CBD office	.79*	1.00					
Retail	.38	-.05	1.00				
Industrial	.79*	.53	.24	1.00			
Shares	-.15	-.30	.08	-.19	1.00		
LPTs	-.12	-.29	-.28	.09	.77*	1.00	
Bonds	-.36	-.08	-.37	-.41	.56*	.47	1.00

December 1999 June 2004:

	Total property	CBD office	Retail	Industrial	Shares	LPTs	Bonds
Total property	1.00						
CBD office	.91*	1.00					
Retail	.82*	.59*	1.00				
Industrial	.80*	.81*	.72*	1.00			
Shares	.49	.35	.55	.46	1.00		
LPTs	.24	.52	-.27	.16	-.23	1.00	
Bonds	-.25	.00	-.59*	-.40	-.59*	.50	1.00

*:significant correlation (P<5%)
Source: Author's compilation from PCNZ (2004)

Table 7: Serial correlation for major asset classes: 1994-2004

Asset class	6M	12M	18M	24M
Total property	.61*	.53*	.36	.12
Office property	.51*	.50*	.17	-.12
Retail property	.32	.31	.07	-.09
Industrial property	.69*	.36	.18	.24
Shares	.09	-.34	-.33	.25
LPTs	-.23	-.20	-.04	.23
Bonds	-.14	-.54	.32	.27

*: significant serial correlation (P<5%)

Table 8: Impact of valuation-smoothing on NZ commercial property risk

Characteristic	Total property	Office property	Retail property	Industrial property
Original annual risk (%)	1.95	2.63	2.51	2.52
Adjusted annual irsk (%)	2.59	3.13	2.91	3.45
Percentage increase in annual risk	32.9%	19.2%	16.3%	36.8%
Seasonality adjusted annual risk (%)	2.64	3.45	3.01	3.53
Seasonality risk	1.9%	10.2%	3.4%	2.3%

increase T

Rural Subdivisions and x

Presented by Olive Wallis, Tax Associate, KPMG

Land is an extremely valuable commodity, and as such prompts queries from land-owners (particularly from the rural sector) including:

1 What are the income tax implications of subdividing or developing land?
2 What are the GST implications of subdividing or developing land?
3 I acquired land with the intention of disposing for a profit are the profits classed as capital gains and non-taxable?

This paper will provide you with guidance as to how to answer these questions, and specifically focuses upon the tax legislation relevant to rural land.

1. Income tax

1.1 What is taxable?

The Income Tax Act seeks to tax gross income derived from a disposal of land and subsequently allow specific deductions (generally being the historical cost of the disposed land).

Section references refer to the Income Tax Act 2004 unless stated otherwise.

As the Act refers to the disposal of "land" it is important to establish what is meant by the meaning of "land".

Section OB 1 defines land to include:

- an estate or interest in land, whether legal or equitable, corporeal or incorporeal, or freehold or chattel; and
- an option to acquire an estate or interest in land; and
- an option to acquire land; but
- not a mortgage

For these purposes "land" includes buildings.

1.2 When is income arising from land sales taxable?

The income tax legislation provides a comprehensive framework as to when income arising from disposals of land will be considered taxable. Contrary to common belief, income and profits arising from land disposals are not always treated as capital gains. The rules are subjective and can often lead to uncertainty

In relation to rural land, disposals may be exposed to taxation as a result of the application of any one of the following:

- Section CB 5 - land acquired for a purpose or intention of disposal;
- Section CB 10 subdivision or development schemes which commence within ten years of acquisition;
- Section CB 11 - major developments or subdivisions of land;
- Section CB 12 amounts arising from disposals of land affected by a change (often referred to as the "rezoning provisions").

Importantly, a charge to taxation will only be brought into effect at such time the land is disposed of. If the disposal is caught by these provisions we must then consider whether any of the exemptions apply.

Note that this paper does not seek to consider those aspects of the legislation applicable to dealers in land, builders on land or persons in the business of developing or subdividing land (or associated persons).

1.3 Section CB 5 Intention

Historically, the "intention provisions" have been difficult for Inland Revenue to demonstrate. However, recently increased IRD resources have been allocated to increase audits and tax income derived by those property speculators looking to take advantage of short-term movements in land prices.

It is the taxpayer's intention at the time *of* acquisition that is relevant. It should be noted at this stage that for the provision to apply the intention must be somewhat more than a mere possibility, i.e. a taxpayer should not be penalised for acquiring land with the vague hope of making a good investment (land is generally acquired with the intention of disposal in the future).

The IRD has wide ranging investigative powers and will gather evidentiary information to attempt to establish the taxpayer's intention at the time of acquisition. The IRD need only ascertain reasonable grounds of intention to raise an income tax liability.

It is then for the taxpayer to prove that intention did not exist on acquisition. The taxpayer should therefore be proactive in ensuring that their statements and representations are consistent with their private or investment intention.

Circumstantial evidence to support a claim of intention includes:

- Length of ownership short-term ownership is prima facie evidence of an intention to dispose at the time of acquisition;
- Statements by the taxpayer as to intention to third parties (bank managers, real estate agents);
- Financing whether the land is secured on short or long-term finance;
- The intended and actual use of the land.

Finally, a consequent change in intention will not prevent the application of section CB 5. Section CB 5 continues to apply to a taxpayer who originally acquires land with the intention of disposing for a profit, even if they subsequently choose to hold the land as a long-term investment for a number of years.

For exemptions refer to section 1.7.

1.4 Section CB 10 Subdivisions or development schemes commencing within ten years of acquisition

For section CB 10 to apply there must be a disposal of land where:

- An undertaking or scheme involving the development or subdivision into lots of the land is carried on (whether or not in the nature of a business); and
- The development or division work is not minor; and
- The undertaking or scheme commenced within ten years of the date the person acquired the land.

Addressing each subpart in turn:

An undertaking or scheme

The Act does not define an undertaking or scheme, however, case law has established that a scheme is "a plan or purpose which is coherent and has some unity of conception" and similarly an undertaking is "a project or an enterprise directed to an end result". Hence, it does not take much to meet the definition of either an undertaking or scheme.

"Work is not minor"

Again, this phrase is not specifically defined within the Act which can expose a taxpayer to uncertainty. However, the IRD and case law provide the following guidance:

Interpretation Guideline "Work of a minor nature" was re-released by the IRD in January 2005 to provide a helpful indication of how the Commissioner will approach the issue. In particular the guideline states:

"The guiding principle in deciding whether work done in undertaking a subdivision is of a minor nature depends on an overall assessment of the facts of each case, having regard to the time, effort and expense involved. This is to be measured both in absolute terms and relative to the nature and value of the land on which the work is done."

The question of whether or not work is of a minor nature requires an overall assessment of what was done in particular circumstances, rather than the application of a checklist. There are four different overlapping factors to be taken into account:

- The importance of the work in relation to the physical nature and character of the land.
- The total cost of the work done in both absolute and relative terms.
- The nature of the professional services required.
- The nature of the physical work required for the subdivision (if any).

The interpretation guideline additionally discusses the concept in the context of previous case law. This analysis is reproduced in part:

Wellington v C *of* IR (1972)	$9,000	Not minor
O'Toole v C *of* IR (1974)	$7,000	Not minor
Case E41 (1982)	$4,500	Not minor
Case P61 (1985)	$6,336	Minor
Costello v *C of* IR (1991)	$1,700	Not minor

> Not all cases make reference to the absolute amount expended in subdividing. In Dobson v CIR, Case *N59,* K v CIR the Court did not refer to the total amount incurred by the taxpayer in the development or division.
>
> It should be noted that the findings reached in these cases were not solely determined according to the value of the work incurred. Other factors were also considered. For example, in O'Toole although the costs were largely limited to the surveying fees, the amount of time involved was reflected in the account for almost $8,000 and this amount could not be considered a minor amount for surveying fees. [The difference between this figure and the figure in the table is explained by the fact that the original account tendered by the surveyor was $8,000, but the taxpayer negotiated a reduction.]
>
> Tompkins J stated in K v CIR that cost is one, but not the only, factor to be taken into account in deciding whether or not work is of a minor nature. In that particular case no legal costs were incurred because Mr K, being a solicitor, was able to and did carry out the work without charging himself or his wife a fee."

It should be noted that in calculating cost Case D24 concluded that amounts payable to a local authority are not to be included. It was surmised that reserve contributions were not considered "as amounts payable for work done", and that "such sums become payable as the result of the subdivision of land

into lots but the contributions are not part of the costs involved in creating such subdivisions". The Commissioner concedes this to be good law in his interpretation guideline.

It should be stressed that the courts have interpreted "work of a minor nature" strictly, and only a minimal level of work is required to breach the threshold. In all the relevant cases the courts looked at the cost of the work involved (both in absolute and relative terms), the complexity and the number of the legal steps required to achieve the work, and the nature of any physical work required to achieve the subdivision.

Commencement within ten years of acquisition

Identifying the timing of the commencement of an undertaking or scheme to develop or subdivide land is often of utmost importance as it can often make the difference between a taxable or non-taxable disposal. It is a common misconception to interpret this subpart to meaning "disposals of subdivided or developed land with ten years of acquisition".

Case law has determined that the commencement of an undertaking or scheme to develop or subdivide land is not necessarily a physical act, e.g. removal of existing fences, but is the point in time when the first overt or positive act in carrying out the scheme takes place. Consider the following example:

> Mr Nick Kershaw purchases a block of rural land in January 2000. In November 2008 he approaches the council to apply for the land to be re-zoned for urban use. In February 2010 the Council agrees the re-zoning application and work commences. Nick successfully subdivides the land and disposes of the last section in March 2011. Assume that the work required to carry out the subdivision would not be minor.
>
> In the context of section CB 10, has an undertaking or scheme to subdivide the land commenced within ten years of acquisition?
>
> This particular scenario was examined by the courts and both the High Court and Court of Appeal agreed that the specified departure application by the taxpayer constituted the commencement of the scheme (per Smith v C of IR). In this scenario Nick first approached the Council in November 2008, almost nine years after acquisition and therefore he fulfils the commencement criteria. Taxpayer's should therefore exercise extreme caution where land has been owned close to a ten year period; ideally, the taxpayer should not enter into any feasibility study or make any such enquiries involving a subdivision or development (to do so could result in a taxation liability, when otherwise it would not).

Abandoning a scheme to subdivide or develop land

Is it possible to abandon a scheme or undertaking to subdivide or develop land? Consider the following example:

> Alfie acquired farmland on the Canterbury Plains in 1995. Alfie incurs large debts which he is finding increasingly difficult to finance. In 2002 he approaches the Christchurch City Council to obtain resource consent, to allow a subdivision. The subdivision work would not be considered sufficient to constitute significant expenditure.
>
> Alfie is granted resource consent in 2005. However a large sub-developer approaches Alfie with an offer he cannot refuse and he disposes of the land in one title without completing the subdivision. Would this sale be subject to income tax under section CB 10?
>
> Alfie must consider all possibilities.

- Does obtaining resource consent constitute a scheme to subdivide or develop land? Arguably not. Whilst it could be considered as the starting point of a wider scheme to subdivide or develop land, the resource consent does not in itself consider or result in the issue of separate titles.
- Does the granting of the resource consent constitute a development of the land? The Act does not define "development" for the purposes of section CB 10. The dictionary definition of "develop" includes "to add value" and "convert land to new use". Tenuously, it could be argued that the granting of the consent does indeed "add value" and "convert the land to new use"; however case law indicates that the meaning of "develop" or "development" refers to physical alterations to the land. In addition, the legislation caters for rezoning changes in section CB 12, therefore to contemplate that it was intended to tax such situations under section CB 10 is unreasonable.
- Lastly, in Wellington v C *of* IR it was considered that a scheme to subdivide land, where no physical work of division is undertaken, in order for work to constitute more than minor requires at the very least:
  - planning and preparation of formal plans;
  - survey work;
  - obtaining town planning consents and local authority permits; and
  - legal work including deposit of sub-divisional plans and issue of separate titles if required.

Albeit Peter has completed the first three steps the final stage has not been accomplished.

Accordingly, the work is arguably of a "minor nature" following the rationale in Wellington.

Assuming Wellington is not a defendable argument, the meaning of "carried on" is crucial. If the application for the resource consent is considered to be the first step of a scheme to subdivide, then arguably the scheme has begun and is "carried on". That being the case it may not be possible to effectively abandon a scheme once set in motion. The meaning of "carried on" is left open to question.

For exemptions refer to section 1.7.

1.5 Section CB 11 - Major projects involving the development or subdivision of land

Section CB 11 will only have application if none of the other land taxing provisions (sections CB 5 to CB 10 and section CB 12) treat a disposal as income.

For section CB 11 to apply there must be a disposal of land subject to:

- An undertaking or scheme involving the development or subdivision into lots of the land (whether or not in the nature of a business); and
- The work involves significant expenditure on channelling, contouring, drainage, earthworks, kerbing, levelling, roading, or any other amenity, service or work customarily undertaken or provided in major projects involving the development of land for commercial, industrial, or residential purposes.

Notably there is no reference to length of ownership of the land. The date of commencement of the undertaking or scheme has no bearing on the liability to taxation.

Again the Act does not define the meaning of "significant". The courts have established that it is a question of fact to be determined in light of all the circumstances of the case. The following two contrasting cases are good indicators as to the meaning of significant. These appeared to place emphasis on the cost of the subdivision as a proportion of the resultant land's value:

Aubrey v C of IR (1984)	Cost as proportion of value 12%	Significant expenditure
Mee v C of IR (1988)	Cost as proportion of value 2%	Insignificant expenditure

The amount of expenditure incurred should be considered both in absolute terms and relative to the value of the land being developed/subdivided.

For exemptions refer to section 1.7.

1.6 Section CB 12 "Resource Management Act (RMA) provisions"

Section CB 12 can only apply where the amount is not considered income under sections CB 5 to CB 10, and there must be a:

- disposal of the land within ten years of acquiring it; and
- a profit derived from the disposal (i.e. sold for more than cost); and
- at least 20% of that profit can be attributed from a factor, or more than one factor, that:
  - Relates to the land; and
  - Is one of those listed below; and
  - Occurs after the person acquired the land, for the factors described in parts (c), (e), (g) and (i) below

Listed factors:

a The rules of an operative district plan under the Resource Management Act 1991;
b The likelihood of the imposition of rules;
c A change to the rules;
d The likelihood of a change to the rules;
e A consent granted under the Resource Management Act 1991;
f The likelihood of a consent being granted;
g A decision of the Environment Court made under the Resource Management Act 1991; h
The likelihood of a decision being made;
i The removal of a condition, covenant, designation, heritage order, obligation, prohibition, or restriction under the Resource Management Act 1991;
The likelihood of the removal of a condition, covenant, designation, heritage order, obligation, prohibition, or restriction;
k An occurrence of a similar nature to any of the occurrences described in any of paragraphs (a) to (j);
1 The likelihood of an occurrence of a similar nature to any of the occurrences described in any of paragraphs (a) to (j).

Care needs to be exercised to ensure that this section is not misinterpreted to only include disposals of land where a change has actually been affected. One must consider those situations where profits have been derived as a result of a likely change to the rules. It would appear that this provision can also tax persons who have no knowledge of a likely change to the rules.

Where a taxpayer sells land subject to the obtaining of a change in its zoning or the granting of resource consent, that sale could fall within the provisions of this section if this contributes to an increase in the value of the land.

For exemptions refer to section 1.7.

1.7 Exemptions

Exemptions to Section CB 5 - Intention

There are two exemptions available where income derived from a disposal of land is caught under section CB 5:

1 Section CB 14 Residential exclusion

The exemption applies if the land:

- Was acquired with a dwelling house or a dwelling house was erected on it; and
- The dwelling house was occupied as a residence by:
  - the person and any member of their family living with them; or
  - if the person is a trustee, 1 or more beneficiaries of the trust.

This exemption is not without its limitations. Firstly, the 1994 Act allowed an exemption to land of less than 4,500 square metres or in excess of 4,500 square metres if the larger area is necessary for the reasonable occupation and enjoyment of the dwelling house. The 2004 Act appears to have widened this exemption, however it is currently undergoing review and submissions have been made by the IRD.

And secondly, the exclusion does not apply to persons who have engaged in a regular pattern of acquiring and disposing or erecting and disposing of dwelling houses.

2 Section CB 17 Business premises exclusion

The exemption applies if:

- The land is the premises of a business; and
- The person acquired and occupied, or erected and occupied, the premises mainly to carry on a substantial business from them.

Again, this section does not apply where the person has engaged in a regular pattern of acquiring and disposing, or erecting and disposing, of premises for businesses.

A "substantial business" is not defined, however, case law has established that the storage of materials or equipment on the land for business use does not amount to the carrying on of a substantial business and neither does the leasing out of land to derive rental income.

Prebble in The Taxation *of Property* Transactions arrives at the conclusion that farmland does not constitute business premises. This is yet to be tested.

Exemptions to Section CB 10 Subdivisions or development schemes commencing within ten years of acquisition

Exclusions are available from income taxed under section CB 10 where:

1 Section CB 15 Residential *exemption* (note this exclusion does not apply to trustee owners)

- The subdivision or development scheme is for the use in and purposes of residing on the land; or
- The land is 4,500 square metres or less prior to the subdivision, and was occupied mainly as residential land by that person and a member of their family living with them.

2 Section CB 18 Business exclusion

The subdivision or development scheme is for the use in and purposes of carrying on of a business by the person on the land.

3 Section CB 19 Farm *land* exclusion

- The land is a lot resulting from the division of a larger area of land into 2 or more lots; and
- The land was used for the purposes of a farming or agricultural business before subdivision; and
- The area of land disposed is capable of being worked as an "economic unit"; and
- The land was disposed of mainly for the purpose of using it in a farming or agricultural business.

It is necessary to establish the correct interpretation of an "economic unit" in order to ensure eligibility under this section. There are two schools of thought regarding the meaning of an "economic unit":

- Firstly land is an economic unit if it is capable of yielding a reasonable standard of living to the owners (see *O'Toole v C of* IR); and
- Secondly, land is an economic unit if it is capable of producing a reasonable return after taking into account the capital, labour and other outgoings employed in working it (see Bruhns v C of IR).

Furthermore, you will note that the disposal must be "mainly for the purpose of using it in a farming or agricultural business". Accordingly, should the purchaser not apply the land for such a purpose it is questionable as to whether this exemption applies. The vendor should protect their position by inserting a clause to ensure the understanding of both parties is that the land is to be used for such a farming or agricultural purpose.

4 Section CB 21 - Investment exclusion

The subdivision or development scheme is for the purposes of deriving income from the land (being those described per section CC 1: rents, fines, premiums etc).

Exemptions to Section CB 11 - Major projects involving the development or subdivision of land

See exclusions per sections CB 15 (second bullet point) and 19 above.

Exemptions to Section CB 12 - "RMA" provisions
Income derived from disposals of land subject to section CB 12 is excluded where:

1 Section CB 16 Residential exclusion
- The person acquired the land and used it or intended to use it for residential purposes; and
- They disposed of the land to another person who acquired it for residential purposes.

2 *Section* CB 20 Farm land exclusion
- The person acquired the land and it was used (or intended to be used) for the purposes of a farming or agricultural business carried on by them; and
- The land was disposed of to another person for the purposes of the continuing use of the land in a farming or agricultural business.

Note that where income is considered taxable under section CB 12, section DB 21 provides for a reduction in the profit liable to taxation equivalent to the greater of:
- $1,000; and
- 10% of profit multiplied by the number of full years the land was held (to a maximum of 10).

For example, John acquired land on 1 April 2000. He disposes of the land for a profit of $100,000 and is subject to tax under the rezoning provisions. If John sells on 30 March 2006 he has held the land for five full years, therefore relief is available of $50,000 (50%).

From a tax planning perspective, if John were to sell a few days later, say 1 April 2006, he has now held the land for a full six years and therefore qualifies for $60,000 relief (the delay may also be advantageous for provisional tax payments).

1.8 When is income derived from land disposals?
Income is generally recognised at time of sale, however land sales pose difficult questions as to exactly at what point a sale is made. For example, is a sale made at the time of execution of conditional contract, unconditional contract or on settlement? This point is crucial in situations where the contract (in its various forms) spans a balance date, i.e. becomes unconditional in January 2005 and settles in April 2005 - in which income year should income be returned?

In Mills v C *of* IR it was confirmed that a sale was not made until such point in time as the agreement becomes unconditional, where establishing the implications of conditional verses unconditional contracts. However, this case did not further contemplate whether settlement could be considered as the point in which income from land sales should be recognised.

An Australian case settles this argument. In Gasparin v *FC of T* it was considered whether income from land sales was derived at the point the agreement became unconditional or on settlement. In this case the court held that income is derived when a legal debt arises in respect of the property disposed of. Generally, this does not occur until settlement takes place.

The Commissioner concurs with this view in TIB Volume 16, No. 5, June 2004 and accepts that the decision in Gasparin is good law from a New Zealand perspective.

From a tax planning perspective on the assumption that settlement is deemed to be the point in time income from land sales is derived, taxpayers should take care in determining a suitable settlement date. Consider the following example:

> John enters into a sale and purchase agreement to dispose of land that is subject to income tax under section CB 5. The agreement is unconditional on 1 March 2006 and settles on 31 March 2006.
>
> In what year is the income derived from the sale taxable? John has a standard balance date.
>
> What possible implications arise from a settlement date of 31 March 2006?
>
> According to the decision in Gasparin the income is derived on settlement, i.e. during the income year to 31 March 2006.
>
> If John has not made any provisional tax payments during the income year to 31 March 2006 in respect of this sale he may be exposed to use of money interest charges and penalties. John would be prudent to arrange settlement to take place on 1 April 2006, to ensure that he can make relevant provisional tax payments as required.

The example demonstrates that whilst the income may be derived wholly at the end of the income year, it is still deemed to have been earned evenly throughout the period. Therefore, unless the taxpayer is aware of the forthcoming settlement it is unlikely provisional tax obligations will have been met.
It is therefore advisable (where practicable) to select a settlement date that will not result in undesirable tax consequences, i.e. unnecessary exposure to use of money interest.

2. GST and property transactions

2.1 GST and Subdivisions
Generally, farm land considered for subdivision will be part of the GST activity of the farming operations and therefore GST will be imposed on the disposal (at zero or 12.5%). However, what are the GST implications for non-registered subdividing vendors? Does the subdivision constitute a taxable activity requiring GST registration?

As discussed above it is becoming increasingly common for farm land to be owned by an associated entity distinct from the business operating entity, for example a trust. Assuming the market rent received

(note that section GD 10 of the Income Tax Act 2004 requires market rentals to be charged) for the land is less than $40,000 per annum the entity is unlikely to be GST registered.

In *Newman v C of* IR the meaning of "taxable activity" was discussed with specific reference to subdivisions. It was concluded that minor one-off subdivisions would not constitute a "taxable activity" for GST purposes. Substantial subdivisions are deemed to he "continuous" and therefore constitute a "taxable activity". A taxable activity is generally defined as an activity that is carried on continuously or regularly and involves the supply of goods or services to another person for consideration.

The Department's policy regarding GST and subdivisions is as follows:

- Whether or not an activity is a taxable activity depends on the facts of each case.
- A subdivision of land into two allotments, involving no development work, will not by itself amount to a taxable activity
- In other circumstances, whether or not the activity is "continuous" and amounts to a taxable activity depends on all the facts of the particular activity. The Commissioner considers that the following factors are relevant in determining the existence of a "taxable activity": the scale of the subdivision, the level of development work, the time and effort involved, the amount of financial investment, and the commerciality of the transaction.
- The one-off sale of other private assets will not in isolation constitute a taxable activity. However, the activity of constructing and selling a single commercial building does amount to a taxable activity

The Department notes that the greater the number of sections created and sold, the more extensive the development work, the more time and effort involved and the higher the financial commitment to the project, the more likely that there is a "continuous" or taxable activity

As a general rule of thumb there is no "taxable activity" for one-off subdivisions where:

- a single section is subdivided off the rear of an existing residence and sold and the vendors continue to live in the front property. In this example, the subdivision process includes the construction of a sealed road access to the rear section to satisfy the local authority requirements.
- three sections are subdivided off a large residence, and sold, with the vendors continuing to live in the residence. The subdivision is a straightforward one involving minimal time and effort.

It is therefore possible that a non-registered entity owning farm land will be required to register for GST if a subdivision activity is considered to he somewhat more than minor.

2.2 GST time of supply

The general rule provides that the GST time of supply is triggered at the earlier of:

- Issue of an invoice; and
- Any payment received.

These rules are considered with respect to land transactions.

"Payment" includes a deposit. Therefore payment of a deposit may trigger the GST time of supply. When a deposit is paid into a trust account and held by a stakeholder, the time of supply will not be triggered until the deposit is applied for the benefit of the vendor (for example by being paid to the vendor or credited towards the vendor's real estate agent's fees). This will usually be when the contract goes unconditional.

The IRD has historically treated an unconditional contract as an invoice, and its existence would therefore trigger a GST time of supply However, the meaning of an "invoice" has recently been the subject of an Inland Revenue Department (IRD) draft interpretation statement. The statement concludes that an unconditional contract, such as a sale and purchase agreement, does not constitute an invoice. This is a reversal of the IRD's previous view.

This proposed change in view would mean that the current distinction between conditional (not an invoice) and unconditional (an invoice) contracts would disappear for GST purposes. Neither would constitute an invoice, and the time of supply would not be triggered until payment is made or another document that does constitute an invoice is issued. Although if a deposit has been paid payment could be triggered once the contract goes unconditional as noted above.

At the time of writing the paper the interpretation statement was only in draft form.

It must be noted that an "invoice" is distinct from a "tax invoice".

2.3 Associated persons transactions

In certain circumstances where a registered person acquires second hand goods (including land) they are entitled to deduct a proportion of the purchase price as input tax. A deduction is available only where:

- The goods were purchased for the principal purpose of making taxable supplies;
- The goods are situated in New Zealand;
- The supply is a non-taxable supply, i.e. exempt or is a supply made by a non-registered person.

The deduction available is one-ninth of the consideration made for the supply.

Note that the deduction available is restricted to the extent that payment is made; this is irrespective of whether the registered person accounts for GST on an invoice basis or a payments basis.

However, if the person acquiring the goods and the vendor are associated (see section 2A for a definition) for the purposes of the GST Act 1985 the deduction available is restricted to the lesser of:

- the GST paid (if any) on the original cost of the goods to the supplier;
- one-ninth of the purchase price; or
- one-ninth of the open market value of the supply

2.4 Land disposals "plus GST" or "GST inclusive"

The vendor should take care in considering the GST implications within a sale and purchase agreement. The vendor and purchaser have conflicting objectives and should endeavour to clarify the GST position especially before signing a GST inclusive zero-rated (i.e. going concern) contract for both parties.

It is common for contracts to contain the following GST clause:

Plus GST (if any) or inclusive of GST (if any) - delete one. If neither are deleted the purchase price includes GST (if any).

The term "plus GST (if any)" provides the vendor with reliance that any GST imposed on the sale can be recovered from the purchaser. However, in contrast, "inclusive of GST (if any)" provides that the price stipulated includes any GST element.

2.5 The nominee rules

Sale and purchase agreements are often entered into with the purchaser stated as a named individual or "nominee". This can have important unforeseen GST implications.

Generally, for GST purposes a sale is deemed to take place at the earlier of payment or issue of an invoice. This is referred to as the time of supply, and may take place some time before actual settlement. If a nomination is not made before the time of supply is triggered there may be undesirable GST consequences.

For example, if a nomination is made after the time of supply, but prior to settlement and the named person is not GST registered the sale cannot be zero-rated as a going concern. The test for eligibility to treat a sale as a going concern is at the time of supply, therefore the time of supply and GST consequences have already been triggered (even if the nominee is subsequently a GST registered entity).

Contact details:
Olive Wallis
Associate Taxation
KPMG
KPMG at Cranmer
34-36 Cranmer Square
Christchurch
Phone: 03 363 5791
Fax: 03 363 5765
Email: omwallis@kpmg.co.nz

APPENDIX A

QUICK CHECK REFERENCE GUIDE

Taxing provision	Application	Exemptions
Section CB 5	Where land is acquired with a purpose or intention of disposal.	Section CB 14 Residential land exclusion. Section CB 17 Business premises exclusion.
Section CB 10	Undertaking or scheme; and To subdivide or develop land; and Commenced < 10 years; and Work is not minor.	Section CB 15 Residential land exclusion. Section CB 18 Business premises exclusion. Section CB 19 Farm land exclusion. Section CB 21 - Investment land exclusion.
Section CB 11 (only where none of the other provisions apply)	Undertaking or scheme; and To subdivide or develop land; and Involves significant expenditure; and On major projects.	Section CB 15 - Residential land exclusion. Section CB 19 - Farm land exclusion. Note section DB 20 Historical cost deduction uplifted to market value on commencement.
Section CB 12 (application if other provisions, with exception of s CB 11, do not apply)	Disposals < 10 years of acquisition; and At least 20% of profits can be attributed to one of the specified factors (i.e. a rezoning of land from rural to residential).	Section CB 16 Residential land exclusion. Section CB 20 Farm land exclusion.

From the Clipboard to t Internet:

The Past, Present and Future Role of the Building Manager

By David Chan

Synopsis

Building management is the discipline concerned with the day to day supervision of a building or group of buildings and may include a multi storey office block, a shopping centre, shipping wharf, hospital or education institution. This paper looks at the changing role of the building manager from the clipboard to the internet and discusses the factors underpinning the need for change in building management.

The extent to which building management is a discipline is limited only by the nature of the building itself. It is therefore necessary to define the type of building management under examination. This paper discusses the evolution of the building manager in the context of multi story office buildings. Office buildings make up a significant proportion of New Zealand's building stock and are arguably the field of building management that has seen the greatest development over the years.

The author finds that while both the traditional and the emerging new role of the building manager share the same objectives, there have been several key drivers that have necessitated a change in the traditional role. These drivers are globalisation, competition, corporate downsizing, new technology and world class expectations.

The author believes that these drivers have led to three main areas of development in building management, they are; the impact of technology on the coordination of service and customer requests, advancement in technology of the buildings proper and changing requirements in respect of workplace environments.

The author also finds that the emerging new role requires a shift in focus from the caretaker like mentality to more of a risk management and value add function. Increased statutory compliance requirements are a key component in the emerging role and underscore the need for change from that of the traditional caretaker to the emerging risk manager.

In addition, the emerging new role boasts much efficiency through the advent of IT, telecommunications and the internet. These technologies have streamlined supply chain processes, led to smarter buildings and are the catalyst for more "people-centric" and less "place-centric" definitions of workplace now and in the future.

However with change comes disadvantages and there are significant limitations that need to be considered. The author finds that the high cost of technology, solvency of technology provider, limitations of the wider infrastructure to support new IT systems, the often high level of obsolescence and incompatibility with existing or future systems are important issues that building owners and managers need to contend with. As building management becomes more sophisticated, training and upskilling of staff will be necessary and this presents interesting challenges as well.

Part One: The Traditional Role of the Building Manager

Where property management is a generalist profession involving wide ranging skills, building management is a sub discipline of property management and is concerned with looking after the buildings on the property (Christiansen 1996).

The traditional role of the building manager was the person who collects the tenant's rent, organises cleaning, coordinates service requests from tenants, monitors the buildings and procures goods and services for their buildings. The traditional role of the building manager was someone who was a caretaker charged with overseeing day-to-day maintenance, cleaning contracts and construction (Mattson-Teig, 2001).

The first half of the 20th century saw the first `skyscrapers' appear in the U.S. Back then a typical mixed use office residential building capable of housing say 12,000 occupants would require 450 employees plus 175 cleaners to maintain the operation.

Back then the building manager was held up as the unelected `mayor' of these new vertical cities and he or she would co-ordinate the 500 strong workforce to ensure that the building was well maintained and operational (Many Skyscrapers Are Small Cities, 1930, pp 190).

The author believes that while the role of the building manager has evolved over time, the underlying objectives of building management have not changed since the early days. Christiansen 1996 lists the objectives of building management as being to achieve and maintain:

- optimum returns,
- full occupancies,
- regular maintenance and repairs,
- efficient operating, accounting and administration procedures,
- good landlord and tenant relationships,
- a regard for social and environmental considerations.

The traditional building manager role was limited by manual processes that fostered poor information flow and hindered the supply chain process. The building manager would be reliant on hundreds of suppliers to service often thousands of occupiers with little more than a pen, clipboard and telephone as his or her primary tools. Purchasing and supply methods were often fragmented as information was either slow to move or difficult to communicate across the varying parties. Roger Young, Property and Facilities Manager for St Laurence Asset Management Limited recalls a situation where a simple request from a tenant to replace a toilet component for their premises took over one month to carry out. Poor communication flow meant that information was not reaching where it was needed and the result was an unnecessary delay and very dissatisfied tenant.

In addition to supply chain problems, the buildings themselves were mechanical fortresses heavily reliant on human intervention in order for them to functional properly. By way of example elevators in 1930's American buildings required significant levels of human intervention in order to operate efficiently For each building graph sheets would be made on which the movements of the building population at different hours would be plotted. The schedules for elevator operation would then be arranged to fit the graph curves. The building manager would appoint building staff who would be responsible for controlling the movement of the lifts by switchboard located on the ground floor (Cooper, 1950).

While the microchip later replaced graph sheets and elevator controllers, the autonomous function of building systems has taken a lot longer to evolve. Buildings typically operate individual networks that are responsible for controlling a wide variety of functions such as heating, lighting, air conditioning, ventilation, refrigeration, lifts, energy monitoring, fire alarms, sprinklers, door locks and CCTV The limitations of these systems are that they operate independent of one another and therefore getting them `talk' to one another can he difficult (Quillnan, 2005). The benefits of integrated building systems are vast and will be discussed in the section covering the emerging new role of the building manager.

Part Two: Drivers for Change

As business and commerce progress through stages of increasing development, the requirements placed on building managers have also increased. Edington 1997 outlines five key drivers for change that he believes have been responsible for the evolution of property management. The author believes that Edington's work can also be credited for the evolution in building management practices and the changing role of the building manager.

Edington's five key drivers for change are globalisation, competition, corporate downsizing, new technology and world class expectations.

While a full explanation on each of these drivers is beyond the scope of this paper, a brief discussion of them will help the reader to understand the evolution of the building management role since the early days of the clipboard.

Globalisation

The advent of globalisation has seen world markets open up as well as a consolidation of organisations into larger multinational corporations. Building managers are more likely to come into contact with tenants that are internationally owned or managed. This has placed more pressure on building managers to meet not only local standards but also world class best practices as will be discussed below.

Competition

As business becomes more and more competitive, margins are reduced and businesses examine more closely their overhead costs. Space requirements come under scrutiny and building managers must find ways of adapting to the changing requirements of tenants in an increasingly more competitive market.

Corporate Downsizing

Advances in technology have seen a significant reduction in staff, particularly in middle management as processes and distribution methods have become centralised, often in satellite locations. Typically a reduction in employee numbers will translate into a reduction in floor area required. This presents challenges for the building manager as the tenants requirements may change from needing space that

caters for people to space that caters for perhaps teleworkers or call centers.

New technology

The way in which work is carried out is changing. Advances in IT and telecommunications have shifted the emphasis on work space to work place.

Quite simply buildings that do not meet the IT needs of the tenant will suffer as investments as well as for occupiers. It is hard to underestimate the challenges facing building managers as tenants shift towards the wireless, paperless office.

World Class Expectations

With globalisation comes the need for building managers to meet the expectations and requirements of international occupiers. Building managers are no longer judged by local standards, instead they are benchmarked against world class practices.

Part Three: The Emerging New Role

The drivers for change have led to significant changes in building management. The authors research points to three key areas that can be credited to the emerging new role of the building manager; they are:

1. The impact of technology on the coordination of service and customer requests;
2. Advancement in technology of the buildings proper;
3. Changing requirements in respect of workplace environments.

The impact *of* technology on *the coordination of service* and *customer* requests.

Technology has had a substantial impact on the way in which information is exchanged between the building manager the supplier and the customer. Rob Hamon, global product manager for enterprise software Novar Controls states that "by implementing IT standards, you inherit the success of the world in moving information to various points efficiently, correctly and securely" ('Applying IT to BMS', 2004, pp 84).

Modern IT has allowed hard data to be transformed into meaningful information in a short space of time. Information that the recipient can take action on with minimal or no requirement for further instructions. Examples of technology that has enhanced the flow and quality of information include the cell phone and the personal digital assistant or PDA.

Some of the specific areas where building managers are using PDA technology to increase efficiency are security checks, fire and safety inspections, janitorial inspections and PDA generated work request forms (Rubino, 2001).

At all levels of building management information is required in the right places and in real time if building managers are to meet the increasing demands of their customers and their employers.

Roger Young of St Laurence Asset Management Limited believes that the advent of cell phones and portable computers has streamlined channels of communication between tenant, building manager and supplier thereby increasing efficiency throughout the supply chain process and shortening turnaround times for service requests.

While intelligent information is important, Young believes that technology has allowed for more intelligent decision making in building management. Some of the benefits of this includes faster turnaround of tenant service requests, improved risk management methods and more efficient use of the building manager's time.

For example, PDA technology allows building managers to digitally record images of maintenance works that can be entailed over vast distances to the many necessary parties who issue approvals and instructions as to remedies or replacement. While in 2005 we may take this technology for granted, the fact is that only 10 years ago such technology was not available for everyday commercial use.

The development of the internet has enabled building managers to better organise and streamline traditional management functions for managing multiple office properties. Traditional supply chain processes such as showing prospective tenants through offices as well procuring maintenance services have been automated by the use of the internet. Computer programs such as Office Master offer on line real time web traffic reports that streamline traditional on-site marketing inefficiencies.

Comparative statistics can help to improve and monitor marketing across an entire portfolio of buildings. Response time monitoring of on-site management and maintenance requests can he used to maintain quality service and increase tenant satisfaction (Giovannotto, 2001).

Advances in *technology of the* buildings *proper*

Buildings themselves are becoming smarter. The current trend in building management is towards technology convergence - the use of a single Internet Protocol (IP) based networks that carries voice, data, video and wireless information. For the building manager the benefits of single IP technology are far reaching. The most obvious benefit comes in the form of gain in energy efficiency. John Geaney, Hewlett-Packard's business development manager for intelligent buildings believes that by linking key control systems as part of an energy management strategy, energy costs can be reduced by as much as 30 percent. "A building that is not fully occupied around the clock can `sense' when staff have left and turn down the heating and air conditioning accordingly" (Quillnan, 2005, pp 45).

Further advancements in the technology of buildings have been made in the area of building maintenance, enabling remote smart sensing or remote condition based monitoring (CBM). Building managers have traditionally faced the problem of not being able to predict the exact remaining life of

costly assets such as boilers, air conditioning plant, pumps, fans and switching gear. Remote monitoring is an emerging technology that involves thousands of sensors providing a clear up to the minute picture of a building's condition (Finch, 2003).

This technology would enable the building manager to accurately predict the life expectancy based on trend data of the thousands of components that are involved in a building's service network. In the event of a fault being established, it would be possible to determine whether the component could continue to the next outage or if immediate action or replacement were required.

Furthermore, major plant maintenance could be better managed so that downtime was scheduled for the least disruptive period. Excess capacity would no longer be required to plan for unexpected failure.

By way of example, in June 2005, Honeywell, a major American multinational corporation was selected as the recipient of the 2004 Frost & Sullivan Technology leadership Award for its efforts to integrate building management technologies and security systems.

Greg Turner, director of global office management for Honeywell believes that "the big new emerging trend for us has been the desire to integrate security and process control together... when an emergency occurs in a facility, they want instant visibility at the master station so the operator can make split-second decisions about the safety of the plant and process" (Honeywell, 2005, pp 12).

Changing requirements in respect of workplace environments.

Increased statutory *requirements*

The building manager of today faces increased statutory compliance requirements. By way of example, building managers are required to ensure that the buildings they manage comply with The Building Act 2004 and Health and Safety in Employment Act 1992 (HSE Act). The emphasis of the HSE Act is on the management of health and safety in the work environment. It requires building managers (among others) to maintain safe working environments, and implement sound practice. Risk management of statutory regulations is in itself a relatively new requirement on building managers.

Changing attitudes towards the workplace.

Computing and communication technologies have transformed the traditional workplace into a virtual `workspace'. In the early 1990's telecommuting was seen as a replacement to the built environment as workers could `dial in' from their home to access their companies on line computer network.

In hindsight, it is interesting to see how telecommuting has in fact evolved not to replace the office outright but instead to become a hybrid of office, home and `other' (or third place). Office workers of yesterday are being replaced with knowledge workers of today where the idea is that work can be conducted `any time', and `any place'.

The key challenge facing building managers is to cater for the changing relationship between knowledge workers and their office space. This includes building a support infrastructure that provides online real-time information and communication access from anywhere the worker may be (Ware and Grantham, 2003).

Building managers will need to shift their focus from operational issues and consider the future needs of their tenant's businesses and what constitutes a high performing and sustainable workplace. Mitchell-Ketzes 2003 issues an interesting challenge for building managers in the near future. As the concept of `workplace' is being redefined, and as the workplace becomes more "people-centric" and less "place-centric", what emerges is the possibility for the workplace built environment to be utilised more as a strategic tool than simply a house for working people.

While traditionally building managers have focused on operational issues, building managers of the future must look for ways to add value to their tenant's business by providing a built environment that will enhance the performance and productivity of their tenant.

By way of example, in 2002, one of the world's pre-eminent beverage companies was in a head to head race to launch their product ahead of their fiercest competitor. Time was of the essence and there was a great deal at stake however what gave them the edge, and ultimately led to them beating their rival, were the changes that were made to their workplace environment to enhance productivity

The traditional office environment was replaced by a large executive dining room outfitted with floor-to-ceiling white boards and display surfaces.

High powered computer equipment and communication tools were fitted. Small enclosed areas for heads down focused work, mobile work tables were added to move around and reconfigure the team as the team needs changed (Mitchell-Ketzes, 2003).

While this example may seem extreme by today's standards, it represents an interesting insight in what the future role of the building manager might hold in respect of looking after the tenant. It underscores the need for the building manager to move on from an operational mentality toward a more value add role in partnership with their tenants.

Limitations *of the* Emerging *New* Role

The benefits of the emerging new role are not without limitations, particularly where e-commerce and technology is such a key ingredient in the development.

High cost of technology

To implement new technology within an existing building can often be prohibitively expensive to an extent that such an investment could easily result in over capitalising on particular buildings.

To reconfigure the existing lighting, heating and security systems in a multi storey office building is an expensive exercise.

Solvency *of provider*

The solvency of the technology provider needs to be carefully examined before the investment decision is approved. In an effort to stay competitive, Bozzuto Management Group in the USA implemented a very expensive wireless network. Unfortunately all of their wireless network providers ended up in bankruptcy It cost Bozzuto a lot of money and returned the company nothing (Girsch-Bock, 2003).

Limitations on the wider *infrastructure* to support the technology

Wireless broadband technology in a building will only run as efficiently and effectively as the wider telecommunications services that connect the building to the outside world.

High level *of obsolescence* and Compatibility *of new* technologies

A decision to implement a new network system in a building represents a long term investment. Technology develops, and moves on at a fast pace. How long will today's technology continue to offer the leading edge in building management and service and will it be compatible with the technology of tomorrow?

Training *of* Staff

The final limitation of technology in building management is the issue of training. There are people who will resist change. As buildings become more sophisticated formal training and continual upskilling will become mandatory for building managers and their staff. Those that embrace the need for training and development will succeed while those that don't will fall behind.

Part Four: Clipboard to the Internet and Beyond

Similarly, both traditional and the emerging new role of the building manager share the same objectives of achieving optimum returns, ensuring full occupancies, regular maintenance and upkeep, efficient operating and administration systems, good landlord and tenant relations and a regard for social and environmental considerations.

While both the traditional role and the emerging new role share the same objectives, the emerging new role engages the advancements made in IT, the internet and mobile telecommunications to assist them with meeting more demanding expectations from customers. Edington's five drivers for change meant that the manual methods of the traditional role has to or will be replaced by streamlined practices that embrace fast, efficient and accurate information movement. Technology such as the mobile phone, internet and PDAs has rationalised the supply chain between customers and suppliers. PDA technology is already being used by building managers to increase efficiency of security checks, fire and safety inspections, janitorial inspections and work request forms.

Unlike the buildings of yester-year, buildings of today are smarter and require less human intervention to operate.

Buildings of today and the future will be equipped with technology that integrates building systems such as heating, lighting, air conditioning and so on.

This allows key control systems to be linked as part of a master system which can be used to reduce energy costs, improve security and enhance general well being of the built environment.

Remote smart sensors will replace the need for the traditional guesswork in terms of predicting when to replace expensive building components. The building manager of the future will be able to accurately predict their useful life remaining and whether the component could continue to the next outage or if immediate action or replacement were required.

Unlike the traditional role of the building manager, the emerging role requires a shift in focus from the caretaker like role of yester-year to more of risk management responsibility. The building manager of today faces increased statutory compliance requirements and therefore, unlike the traditional building manager, risk management is a key ingredient in the emerging new role.

The emerging new role will also need to consider the future needs of tenants and what constitutes a high performing and sustainable workplace. As the `workplace' is being redefined what emerges is the opportunity for workplace environment of the future to be utilised more as a strategic tool than simply a place for housing staff.

While the emerging new role boasts boundless efficiencies, there are limitations that need to be considered. These limitations need to be considered carefully as buildings typically represent an investment of significant capital. The high cost of technology, solvency of technology provider, limitations of the wider infrastructure to support new IT systems, the often high level of obsolescence and incompatibility with existing or future systems are real issues that building owners and managers need to contend with. As building management becomes more sophisticated, training and upskilling of staff will be necessary and this presents interesting challenges for the future.

References

`Applying IT to BMS', 2004; published in the Chain Store *Age, January 2004,* New York

Bennion, S, 2004, Succeeding in third-party property management can be complex; published in The Enterprise, August 16-22 2004, Salt Lake City.

Christiansen, WKS, 1996, Buildings Management, chapter fifteen in Fundamentals of Property Management, 2"a Ed, Butterworths, Wellington.

Cooper, L, 1950, Managers Report Operating Gains; published in the *New York* Times, June 15 1950, pp 55.

Edington, G, 1997, Drivers for change, chapter two in Property Management: A Customer Focused Approach, Macmillan Press, London.

Girsch-Bock, M, 2003, Mobile Intentions. Increasingly, the multifamily market is working wireless; published in the *Journal of Property* Management, March/Apr*il 2003,* Chicago.

Finch, E, 2003, The untethered facilities manager; published in Facilities, Vol 21 Iss *5/6 2003,* USA.

Giovannotto, V, 2001, Real Estate Efficiencies Soar as Technology Takes Off; published in the Journal *of* Property Management, *2001,* Chicago.

Honeywell, 2005, Technology Leadership Award Presented to Honeywell; published in *Secu*ri*ty* Distributing & Marketing, *June 1* 2005, USA.

`Many Skyscrapers Are Small Cities' 1930; published in the *New York* Times, May 25 *1930 pg 190.*

Mattson-Teig, B, 2001, New job description; published in the National Real *Estate* Investor; November *2001* Vol 43 Iss 12, Atlanta USA.

Mitchell-Ketzes, S, 2003, Optimizing business performance through innovative workplace strategies; published in the *Journal of* Facilities Management, *December 2003 Vol 2,* Its 3, London.

Quillnan, J, 2005, The connected building; published in IEE Review, April *2005,* London

Rubino, T, 2001, Mind your PDAs: Working in a wireless world; published in the *journal of Property* Management, March/April 2004, Chicago.

Ware, J, & Grantham, C, 2003, The future of work: Changing patterns of workforce management and their impact on the workplace; published in the *journal of* Facilities Management, September *2003 Vol 2* Iss 2, London

About the author

David Chan has a background in property finance and investment with positions previously held at Bank of New Zealand, BNZ Finance Limited and more recently property finance and investment group, St Laurence. He is currently completing post graduate studies in property at Massey University as well as studies in finance through the London School of Economics. He holds a BCA from Victoria University of Wellington.

This essay was a requirement of Massey Universities Property Studies paper.

Practical Guide to Farm Sale and Purchase Contracts and Transactions

Richard Parkes, Partner, Cavell Leitch Pringle & Boyle
Mike Medicott, Partner, Marriotts

DEEMED REGISTRATION

When a vendor who is unregistered for GST is looking to sell a farm property, it will be important that the vendor checks to see whether he/she might fall into the "deemed registered for GST" category.

This will be important to check on because if the vendor is "deemed GST registered" then the contract will need to be prepared in such a manner that deals with the vendor's GST position as optimally as possible.

As recent case law has shown, the classic cases where this can affect an unsuspecting vendor of farmland, is where say a family individual, family trust or family company owns the farmland and leases it for no or reduced, rental to an associated person eg mum and dad partnership.

As the purchaser of the farm is likely to make a second-hand goods input tax claim in respect of the purchase price, the IRD will undoubtedly look to the side of the transaction to recover GST from the vendor. This will result in IRD investigating whether the vendor's leasing activity would have resulted in the vendor having deemed to be GST registered and therefore liable to account for the GST on the farm sale. In carrying out such an investigation the IRD are entitled to deem that the vendor has received the market rental for the lease. If the market rental is in excess of $40,000.00 per annum then the vendor will be deemed to be registered for GST.

The IRD will also look to add onto the adjusted rental, any expenses paid by the tenant to the vendor which would have benefited the vendor, eg rates, insurance and certain development costs.

Therefore, if it is likely that the vendor could be deemed to be GST registered following the above analysis, it would be imperative for the vendor to approach the sale of the farmland on that basis so as not to incur any unforeseen GST liabilities.

INVOICE OR PAYMENTS BASIS

When acting for a vendor or purchaser of farmland it is imperative to give careful consideration at the beginning as to whether they are/ will be registered on a payments basis for GST purposes.

Vendor's Position

aPyments Basis: If the vendor is registered on a payments basis for GST purposes the position is quite simple. A vendor will only be required to account for the GST contents (eg one ninth) of any payment that he receives.

Where the vendor is on a payments basis, it is always best to state the settlement date on the contract as being as early as possible in the vendor's relevant taxable period. This is so that he has the use of any money that he receives for the remainder of that taxable period and most of the following month at which time he will have to account for the GST portion.

Invoice Basis: If however the vendor is registered on an invoice basis, the position is more complex and potentially risky for the vendor. In such an instance, the vendor will be required to account for GST on the whole of the purchase price in the GST period in which the "time of supply" is triggered.

The "time of supply" is triggered at the earlier of the time an invoice is issued or the time any payment is received by the vendor.

Practically speaking the "time of supply" is usually triggered when"

- An unconditional contract is signed, because such a contract is considered an invoice (this is because it is a document that notifies an obligation to make a payment). Note: a conditional contract can never be an invoice; or
- A payment is made by the purchaser to the vendor (eg usually a deposit).

  Where a deposit is paid to the vendor's solicitor to hold as a stakeholder due to the contract still

being conditional, however, (see clause 2.4 of the ADLS Standard Contract) the time of supply will not be triggered until the deposit is applied for the benefit of the vendor (eg by being paid to the vendor or part of the deposit is credited toward the real estate agent fees). This usually occurs once the contract becomes unconditional.

Unlike the payments basis situation, where a vendor is registered on an invoice basis, a vendor will have to account for the entire GST content of the total sale price.

There are two ways of ensuring that a vendor in this situation can be protected.

First, the contract should provide that the amount of the deposit covers the agent's commission and the entire GST liability and any other funds that the vendor may require.

Secondly, attention should be given to the front page of the Standard Form ADLS Agreement that includes a space for a "GST date". This is the date that a purchaser is required to pay the GST to the vendor. If no GST date is stipulated, the purchaser is required to pay the GST to the vendor on the possession date. If there is a lengthy settlement period, this possession date could be much later than the date of the "time of supply" which could leave the vendor severely out of pocket if the vendor had to account for all of the GST at the time of supply and the deposit money did not cover that GST liability.

Therefore we recommend that the following clause be inserted to protect the vendor in the "GST date" space:

"The GST *date* shall be 5 worhing days *prior to the* date on which *the vendor* is *required to pay* GST to the Commissioner *of* Inland *Revenue on the supply pursuant* to this *agreement, or the* settlement date, whichever is the earlier"

Deferred Settlements

There is one exception to the payments basis rule that vendors should be wary of. If the settlement date is more than one year after the date of the agreement and the amount of the sale price is $225,000.00 (inclusive of GST) or more then the vendor must account for GST on the invoice basis regardless of the fact that the vendor may be registered on a payments basis.

Accordingly, a vendor in such a situation will need to carefully consider the two protection recommendations given above.

Purchaser's Position

Invoice Basis: Where a purchaser is looking to purchase a farm we recommend that the purchaser register for GST on the invoice basis to begin with.

So long as the "time of supply" has occurred and a tax invoice has been issued a purchaser registered on an invoice basis will be entitle to claim back all of the GST on the total sale price in the GST period in which the time of supply has occurred.

This is a tremendous advantage for a purchaser as the purchaser may have paid little or no deposit and the settlement may be several months away so the use of the GST money is fairly attractive.

As the purchaser will require a tax invoice to be able to make this claim, it is worthwhile inserting a special clause in the contract providing that the vendor must supply a tax invoice to the purchaser within, say, 5 working days after the day on which the time of supply was triggered.

As soon as the farm has been purchased and any start-up development has been completed, the purchaser will be able to change back to a payments basis (so long as the purchaser's taxable supplies are below the $1.3 million dollar threshold).

This changeover is an important step as the vendor would not want to forget and then sell the farm and be exposed to the issues raised above for an unsuspecting invoice based vendor.

Payments Basis: If the purchaser is registered on a payments basis for GST purposes the position is quite simple. A purchaser will only be able to claim GST back on whatever cash has actually been paid. When purchasing a farm this would not offer the use of money opportunity that an invoice based registration would offer.

Like the invoice basis, a payments based purchaser must always get a tax invoice before he can make any claims.

If the purchaser is on a "payments basis" it will be important that the settlement date on the contract be stated as being at the end of the purchaser's relevant taxable period. This will enable the purchaser to lodge an input tax claim straightaway in the first days of the following month. This will ensure that the purchaser is out of pocket in respect of the GST amount for as short a time as possible.

GOING CONCERNS

Every now and then practitioners face the difficult prospect of encountering a sale and purchase of a farm operation that is to be treated as a "going concern" for GST purposes.

The biggest difficulty facing practitioners is determining whether the sale can in fact satisfy the going concern tests in the GST Act.

Many experienced farm practitioners these days have discovered that no matter how well the Sale and Purchase Agreement has been put together, there will invariably be at least one or two issues which will not satisfy the going concern test. Sometimes these problems may not surface until nearer the settlement date which will of course result in some difficult decision making for the vendor.

A farm sale will be able to have a zero rated status by virtue of being a sale of a going concern pursuant to Section 11(1)(m) in the following situations:

"The supply *to a registered person of a* taxable activity, *or part of a* taxable activity, that is a going *concern* at the time *of supply, if.*

CO The supply is *agreed by* the supplier and *the recipient,* in writing, to be the supply *of a* going *concern:* and

(ii) The supplier and *the recipient* intend that *the supply* is *of a* taxable activity, *or part of a* taxable activity, that is *capable of* being carried on as a going *concern* by the *recipient."*

The next step is to consider the definition of "going concern". A "going concern", in relation to a supplier and a recipient, means the situation where:

"(a) There is a supply *of a* taxable activity, *or* part *of a* taxable activity *where* that *part* is *capable* separate *operations;* and

(b) All *of* the goods and services that *are necessary for* the continued *operation of* that taxable activity *are* supplied to the *recipient;* and

(c) The *supplier carries on or* is *to carry* on, that taxable activity *or* that *part of a* taxable activity up *to the* time *of* its *transfer to the recipients"*

The big question to be determined in each case is whether the sale in question has "all the goods and services that are necessary for the continued operation of that taxable activity..." (eg the farm operation).

When it comes to farms, whether they be sheep and beef, dairy or horticultural, the difficult question is determining how much stock, plant and equipment is necessary to be involved in the sale for it to satisfy the "going concern" test.

Some examples are as follows:

- farm land Case M98 - the test is satisfied if the sale of the farm land includes all relevant livestock and equipment
  Case M89 farm land with neither stock nor equipment is insufficient.
- crops Case M98 the test is met by the sale of land on which there are substantial crops and equipment. It is not met via grass growing on grazing land Case M89.
  Case S93 the test is unlikely to be met when a tomato grower sells his business property and there is no reference in the agreement to the sale of the business, maintenance of the crop, goodwill, inspection of accounts, or restraint of trade. It will normally be met if the contract requires the vendor to maintain the property and crops in good order, assist the purchaser with becoming conversant with the maintenance and tending of the crops, and with all matters relating to the operation of the property.
- pig farm Case 231 - the sale of land, buildings and some rundown chattels and stock did not comprise the sale of a pig farm operations; there was no pig farm operation in existence by the seller at the time of the sale.

A vendor can do a number of things to ensure that he/she is protected from GST risk.

- Where the sale is to be one of a going concern than the contract must state "plus GST (if any)". In the event that it is decided closer to settlement that the going concern tests have not been satisfied then at least the vendor will be able to charge GST and not lose out.
- For a contract to be treated as a going concern, both parties must be GST registered at the "time of supply". The time of supply is deemed to have occurred at the earlier of an invoice being issued or a payment being received by the vendor (eg a deposit).
  If the contract is an unconditional contract then the "time of supply" is deemed to have been triggered because an unconditional contract is considered to be an invoice. Therefore, for the sale to be treated as a going concern both parties must be registered at the date of execution. If a vendor wants to be sure that the sale can be treated as a going concern in such circumstances, the vendor should seek evidence prior to execution that the purchaser is GST registered.
  If the contract is a conditional contract then a vendor should remind a purchaser that the named purchaser or nominee must be GST registered prior to the "time of supply" eg payment of a deposit or an invoice being issued. If both the vendor and the purchaser are not registered for GST at the "time of supply" then the transaction cannot be zero-rated as a going concern. A diligent vendor would request this information in writing prior to the time of supply.
  Certainly, no one is going to be too happy if it is determined the day before settlement that in fact the going concern test has not been satisfied for one or more reasons and therefore the purchaser is going to have to find an extra 12.5% of the purchase price.
  In practice, many vendors find themselves having to treat the sale as a going concern at settlement even though the tests have not been met or risk having an impractical settlement delay while the purchaser and his/her advisers stumble around to find the additional GST payment.
  It is worth noting that clause 13.1 of the Standard ADLS Agreement provides that unless otherwise stated both the vendor and purchaser warrant that they are registered for GST. This certainly provides a level of comfort for the vendor because

if it later transpired that the purchaser was not registered for GST at the critical time and that as a consequence the vendor was assessed for the GST content then the vendor would be able to pursue the purchaser for breach of warranty for any losses incurred (eg being the GST amount and any penalties). Of course the problem here is that by this time the purchaser may have become insolvent.

Purchasers should also be aware of this warranty clause and ensure they comply with it.

If there is some doubt as to whether the components of the sale will satisfy "all of the goods and services that are necessary..." test, a vendor can write to the IRD for a non-binding ruling on the matter. This practice works surprisingly well and although it is not binding, it would be highly unusual for the IRD to later investigate and make a contrary assessment.

Once again, however, it will be a highly organised practitioner who will see the need for such a practical solution and seek the ruling in enough time to alert all parties to the final decision prior to settlement.

Unfortunately the pressure is on the vendor's practitioner to ensure that the transaction is completed properly from a GST perspective.

If the going concern transaction is completed incorrectly and the IRD make a ruling then it will be the vendor who will be required to pay the GST.

Of course in most instances the vendor will be entitled to recover the GST from the purchaser (provided the contract states "plus GST (if any)" but by that time the purchaser may have become insolvent. For most practitioners, this eventuality should be too awful to contemplate.

NOMINATIONS

It is common these days to see Sale and Purchase Agreements where the Purchaser is expressed as being a named individual "or nominee".

Whilst this does not present any immediate problems in the usual course of events, the issue of "or nominee" becomes very important where it is intended by both the Vendor and the Purchaser that the Sale be treated as a going concern for GST purposes.

Pursuant to "going concern" rules, both the Vendor and the ultimate Purchaser must be registered at the "time of supply". The "time of supply" is triggered at the earlier of an invoice being issued or a payment being received by the Vendor.

Accordingly, in order for a transaction to he able to be treated as a going concern, it is vital that the nominated Purchaser be registered for GST prior to the "time of supply" Usually, the time of supply will occur when the contract becomes unconditional and the deposit is paid/released to the Vendor.

In practice, however, the nominated Purchaser may not even exist, let alone be registered for GST by the time of supply On such circumstances, the Sale cannot be treated as a sale of a going concern.

The situation can often be worse where the contract is in an "unconditional form". Under GST law, an unconditional contract constitutes an invoice. Therefore, the time of supply occurs at the time that the unconditional contract is signed up. If the nominated Purchaser was not in existence or was not GST registered at the time the contract was signed, the Sale cannot be zero rated as a going concern.

Therefore, whenever a practitioner sees a contract providing for a "nominee" Purchaser, it will be imperative to identify the time of supply to ensure that the ultimate Purchaser is in existence and GST registered prior to that time. Otherwise the transaction will not be able to be treated as a going concern.

On a final note, some commentators have even noted that the Sale may not be treated as a going concern even if the nominated Purchaser was in existence and registered for GST prior to the time of supply The rationale being that the nominated party was not a party to the contract. It is generally accepted, however, that this problem can he overcome by a Deed of Nomination being executed between the named Purchaser and the Nominated Purchaser.

DWELLING AND CURTILAGE

When preparing an Agreement for the Sale and Purchase of farmland, it is important to address the value of the farmhouse (dwelling) and associated lawns and garden (curtilage).

The two primary reasons for this are as follows:

1. Income Tax: as the dwelling is a depreciable asset, the value place on the dwelling will have depreciation recovery implications for the Vendor and future depreciation claims for the Purchaser.
2. GST: as the dwelling and curtilage are not principally used for the taxable activity of farming, it is necessary to deduct from the sale price of the farm the value of the dwelling and curtilage to calculate the GST content.

In an ideal world a value should be put on the dwelling and curtilage in the contract so that it is all agreed at the time the contract is executed.

Unfortunately, unless an early valuation has been carried out, it is unlikely that the Vendor and Purchaser will agree on an arbitrary valuation without any formal basis of determination.

Therefore the best course of action is to insert a special clause in the Agreement, which provides that at least two weeks prior to the settlement date, the Vendor would obtain a valuation of the dwelling and curtilage and the farm buildings on the property from Quotable Value New Zealand. The cost of the valuation will be borne equally between the parties.

CAPITALISED DEVELOPMENT EXPENDITURE

Typical types of expenditure that will be included under this category include work in building dams, bores and wells, flood and erosion work, plane landing strips, planting, power lines, telephone lines, feeding platforms, feeding yards, plunge sheep dips, self-feeding silage pits.

Development Claim Passes with the Land

Many farm properties will have development expenditure that, over the years, has been capitalised and is then being amortised at prescribed rates laid down by Inland Revenue over a period of years. Unlike other fixed assets there is no depreciation recovered on the sale. Instead, the unclaimed balance of capitalised development expenditure is transferred to the purchaser. The purchaser continues with tax deduction claims for the balance of unclaimed expenditure that was incurred by the previous owner.

The annual deduction, which is prescribed at either 6% per annum or 12% per annum is similar to depreciation but, unlike depreciation, is calculated on an annual basis. The purchaser can claim a full year's amortisation in the year of purchase but no claim is available for the vendor for the year in which the property is sold.

Claim Not Available to Landlords

Up until the end of the 2005 tax year the purchaser must be engaged in the business of farming or agriculture and the unclaimed development expenditure must benefit the business to be able to claim the unamortised development. The purchaser cannot lease the property out and continue to claim the amortisation.

This precluded such structures being formed whereby one entity (Trusts or Companies) owned the land and another entity farmed the property.

Changes for 2006

From the 2005/06 financial year there has now been significant change in legislation following the rewrite of the Income Tax Act 2004. The legislation now allows a lessor to purchase a property where there is development expenditure and continue to claim that expenditure.

This change allows properties to be purchased in separate entities from the farming entities, such as Family Trust.

Marketing Carrot

It is important that the purchaser asks the vendor as to whether there is any development expenditure outstanding to ensure that the purchaser picks up this unclaimed balance. We suggest an appropriate clause should be included requiring the vendor to make available to the purchaser or his accountant such information to allow the purchaser to continue to claim this capitalised development.

Where there is significant unclaimed development expenditure, we suggest that the vendor or his real estate agent should make this information available from the outset as this can be a marketing sweetener for any purchasers.

FARM SUPPLIES

Tax Position

Farm supplies such as hay, silage, baleage, grain, etc are trading stock. The sale of these items when sold with the property becomes taxable income to the vendor while the purchaser is able to claim these expenses as tax deductible.

Where possible, the price should be fixed in the Sale & Purchase Agreement to crystallise liability. Where values have not been apportioned to such items, Inland Revenue has power to fix value to these items.

Inland Revenue will normally accept values agreed to by third parties as recorded in the contract. However if the values are unrealistic, they do have the power to overwrite these values.

If values cannot be agreed between parties, it may be appropriate to insert a clause that provides a value to be determined by an independent valuer such as a livestock agent. Both parties would usually share equally the cost of such valuation.

Quantity and Quality

It is also typical that a Sale & Purchase Agreement will include clauses detailing the quantity and quality of such supplements as part of the Sale & Purchase Agreement.

WATER SUPPLIES

The purchaser of any property for farming purposes is going to require careful consideration of what the water supply position is in relation to the property.

Water can be supplied from a numerous number of sources all of which need to be carefully considered to ensure that they will be adequate and secure enough for the intended purpose of the future farming operation.

Resource Consents

The Regional Council is the body that administers the granting and monitoring of water resource consents.

In general terms, there are two broad types of water resource consents. Thee are as follows:

Domestic Water Supply

This is a resource consent to drill for water and pump it out for domestic use and stock use. By way of example, the Canterbury Regional Council, or ECAN, allow an applicant 10 cumecs per day or 10,000 litres of water per day to be pumped from a well. This also equates to 5 litres per second.

The Canterbury Regional Council provides that the drilling for water with an outtake as specified above amounts to a "permitted activity". This means that unless there is an "adverse environmental reason" for why the supply should not be allowed, it is likely that any application by a land owner for such a water supply consent will be successful. A possible reason for why an applicant might not be successful is where an intended well is too close to a well on a neighbouring property, eg within 50 metres.

When purchasing a property with a resource consent for domestic and stock use it is always important to check the terms of the resource consent to ensure that the consent will be sufficient for the land owner's requirements.

If a purchaser is looking to purchase a property without resource consent but is intending to apply for a consent for domestic and stock use then it will be important that careful checks are carried out to ensure that the likelihood of success is good.

Irrigation Water

There are two ways of sourcing water for irrigation use, The first is pumping the water out of a creek, river or lake. The second is drilling for water and pumping it out of an aquifer beneath the earth's surface.

Surface Water Resource Consent

Extracting water from a creek, river or lake requires a surface water resource consent. When purchasing a property with such a consent it is vital to carefully review the terms and conditions. Important issues covered are how much water can be extracted each day, the term of the resource consent and under what conditions could restrictions be placed on the volume of water extraction.

In the case of surface water, consents in respect of rivers which are known to have water lfow problems, it is likely that if the water flow problems do occur than the consent will provide that the Regional Council will be able to impose water restrictions to, say, 70%, 50% or even down to just domestic and stock use.

Ground Water Consent

Extracting water from an underground well requires a ground water resource consent.

Again it is vital when purchasing a property to check the terms of such consents.

Like the surface water consent these consents will set out all of the important terms and conditions, which will need to be carefully considered. Restrictions can be placed on outtakes in circumstances where the underground aquifers are in certain known zones that have water flow problems. Furthermore if the well source is hydraulically connected to a river, which might have water flow issues, then again restrictions might apply.

At the end of the day, a purchaser of farmland will need to carefully investigate whether the existing water supply will be adequate and secure enough to enable the purchaser to farm the property to the extent planned.

In the case of planned farm usage which will be heavily reliant on an adequate and secure eater supply eg dairying, it will be vital that a consultant is engaged to review the relevant water consents and Regional Council rules for the location in question to ensure that the intended farm operation will be possible.

Company Shares

There are a number of irrigation companies around New Zealand which were set up to own and manage a reliable water supply scheme to benefit those farms that would be able to access the schemes and which hold shares in the irrigation companies.

Shares in irrigation companies generally always go with the land. The number of shares will generally determine how many hectares of the farm can be supplied with irrigation water.

Accordingly, when acting for a purchaser of farm land which has the benefit of irrigation shares, it is always important to ensure that a special clause is inserted in the Sale and Purchase Agreement which provides that the purchase price will include the shares and any other associated rights that the vendor has in the irrigation company.

When investigating a property with irrigation co shares, it is vital to a purchaser to carefully investigate the number of shares that the vendor holds, what classes of shares there are and the rights that attach to those classes of shares.

Like resource consents, it might often be appropriate for a consultant to be contracted to check on the shares and provide advice on whether the water rights attached to the shares will be sufficient for the plans that the purchaser has for the farm.

Water Easements

Where a property is being purchased which has the benefit of a water easement enabling the purchaser of the farm to source water from a neighbouring property and pipe that water across the neighbouring property to the subject property, it is vital to carefully review the easement document.

This will require careful consideration of the survey plan(s) which sets out the source of the water supply and the stipulated course through which the water can run to benefit the purchaser's farm property

These days the terms of such easement rights are often set out in the 4th Schedule of the Land Transfer Regulations 2004 which are an adequate but standard set of rules. They may not necessarily be appropriate for the water rights in question and this issue always needs to be carefully considered on a "horses for courses" basis.

Probably the most important issue to consider however is that the farm owner will be entitled to have unlimited access without notice to the neighbouring property for any maintenance work should it be required. This is important because if the water supply stops due to a problem on the neighbouring property it is essential that the farm owner has the ability to have unimpeded access by whatever means to inspect the problem and remedy if necessary.

Wells and Pumps

Wells and pumps located on the property are capital items attached to the land and are of course valuable to any prospective purchaser.

Thought should always be given as to whether it might be necessary to add a special clause in the agreement providing that the vendor warrants that the wells and pumps are in fully operational order and will be transferred in such condition on the settlement date.

STANDING TIMBER

The issue here is very clear. Under Section CJ1(2) of the Income Tax Act if a person sells land with timber on lit then the Vendor is required to return as gross income the value of the trees sold.

For this purpose standing timber includes immature trees as well as mature trees.

Tow primary issues emerge under this heading. These are in what circumstances are certain trees exempt from tax and secondly how do we deal with the valuation of "taxable type" trees in the Sale and Purchase Agreement.

Exemptions

No tax is payable where the timber is:

- timber comprised in ornamental or incidental trees; or
- timber that is subject to a Forestry right; or
- timber that is subject to a removal right (profit a prendre) granted before 1 January 1994.

One common question is what are "ornamental or incidental trees". This is often a very difficult question. Even small stands of old trees or trees which have been planted as shelter belts can have a value although it is not likely to be great due to the poor tree condition.

Where there is a dispute over whether the trees are of an ornamental or incidental nature, a certificate may be obtained from the Ministry of Forestry or some other suitably qualified person. Such a certificate is to be taken as the final and conclusive answer.

If the vendor is concerned about being taxed in relation to any trees which might be of commercial value and does not want to be taxed it is a good idea to inset a special clause in the contract providing that both the vendor and purchaser agree that the trees in question are ornamental and incidental and accordingly have no value for income tax purposes.

Valuation of Trees

Preparing a Sale and Purchase Agreement and having to deal with the issue of trees is always a difficult issue, especially when acting for a vendor.

Most purchasers will prefer not to deal with the issue of valuation of trees in the Sale and Purchase Agreement. The reasons for this are two-fold:

- First, a purchaser is unlikely to want to raise the matter of tree valuation with the vendor as it will draw attention to this difficult tax issue and could possible result in negotiations breaking down and the deal being lost.
- Secondly, purchasers will be aware that they will be able to claim a tax deduction for the cost of the timber sold. Following settlement, the purchaser and its valuers will simply determine a value of the trees and claim a tax deduction for this amount in their financial accounts. The cost of timber however is only deductible when the trees are harvested.

The difficulty for a vendor in these circumstances is that due to the increasing number of forestry plantings going on, the IRD are likely to look at both sides of the transaction. This could result in the IRD taking the purchaser's valuation (whether it is correct or not) and assessing a tax liability based on this amount for the vendor.

Further, under the Income Tax Act 2004, where a vendor sells land with trees on it and no value is placed on the trees in the Sale and Purchase Agreement, the IRD is free to determine a value of the timber for tax assessment purposes.

Therefore, unless a vendor wants to leave itself to the mercy of a purchaser and its advisors, or the IRD, he would be well advised to address the valuation of tree issue in the Sale and Purchase Agreement at the outset.

If negotiations prove to be difficult between the vendor and purchaser in relation to the tree value it might be worth inserting a clause that provides that a value be determined by a Ministry of Forestry Officer or someone else acceptable to the IRD. Both parties would usually share equally the cost of such valuation. This approach however is risky for the vendor as the tax liability is unknown and could be significant.

GROWING CROPS

Part of Land

As a general rule growing crops form part of the land and therefore no tax implications arise on the sale of a farm property

It is typical that sale and purchase agreements do not apportion values for growing crops. Providing that no value is apportioned to these crops, then for tax purposes they remain as part of the value of the land with no tax payable.

In some cases, particularly with, for example, cropping farms, if the property is still pregnant with crops; this can have a significant tax benefit to the vendor. For example, if a cropping farm was to be sold immediately prior to harvest and no values were apportioned to that crop, then all crop proceeds are taxable to the purchaser with no ability to claim any of the growing expenses.

Conversely the vendor has had the luxury of claiming expenses on the crops throughout the year but is not taxed on any of the sale as the crops form part of the land. Although the vendor is not receiving any cash income from the crops, it is arguable that the sale price of the property incorporates some value for the crops on hand at that time.

This is one situation that provides a tax advantage to the vendor where in most other areas the sale crystallises a tax liability.

Good Husbandry

It is becoming more common for clauses to be included in Sale and Purchase Agreements regarding the levels of autumn pasture to be saved and/or the requirement for certain levels of winter feed crops to be in existence. This is particularly important on dairy properties, where such levels have a major impact on the production for the coming season.

In absence of such specific clauses, it is usual to have a clause under which the vendor will continue to farm the land and crops in a husband like manner up to the date of possession. It may also be appropriate to include clauses to determine the ownership of harvest crops where they have not been harvested at the date of possession. An unseasonable late harvest, as experienced in South Canterbury this year, may raise such issues.

PLANT & EQUIPMENT

Depreciable Property

In most cases depreciable property is plant and equipment that is fixed to the land and/or buildings. Typically this will include milking plants, shearing machines and irrigation pumps. With the increasing level of irrigation and dairy farming these items can now be quite significant in the Sale and Purchase Agreement.

Sale of plant and equipment usually creates depreciation recovery for the vendor. The vendor will typically try and reduce the tax impact by putting in the Sale and Purchase Agreement the lowest possible price.

Conversely, as the purchaser is looking to establish the highest possible price, this price becomes the base for future depreciation claims.

Affixing a Value

Wherever possible a value for these items should be agrees to in the Sale and Purchase Agreement. In the absence of both parties negotiating a value, consideration should be given to including a clause to provide for an independent valuer to determine the value with the cost to be shared equally.

The actual sale price needs to be realistic as the Commissioner has the power to determine the value of fixed assets sold.

BUILDINGS

Sale Price Greater than Original Cost

Like plant and equipment, buildings are subject to depreciation recovery provisions. With the significant increase in farm values and building costs over recent years, most vendors would have difficulty arguing that the sale value for buildings is anything less than the original cost and, as a result, there will be 100% depreciation recovery.

Due to the likelihood of 100% depreciation recovery, this is one class of assets where the vendor may be happy to accept a higher value for the buildings. This is because any value over and above the original cost will normally be considered a capital gain with no further tax cost to the vendor. A higher value for the buildings does not allow greater future depreciation claims for the purchaser.

Affixing a Value

It is imperative that a value for these items should be agreed to in the Sale and Purchase Agreement. In the absence of both parties negotiating a value, you need to include a clause to provide for an independent valuer to determine the value with the cost to be shared equally. Normally, you would arrange for Quotable Value to attend to this. These tend to be cheaper (desktop valuation) and inland Revenue seems to accept them. A private industry valuation could be done. This would normally be more expensive as they visit the farm, but the valuation is likely to be more accurate.

The actual sale price needs to be realistic as the Commissioner has the power to determine the value of fixed assets sold.

INCOME EQUALISATION SCHEME

The scheme enables farmers to level out their taxable income from year to year by depositing money in an Income Equalisation Scheme with Inland Revenue. The deposits earn interest at 3%. The deposits are tax deductible against taxable income for that year. Deposits are included in the taxpayer's gross income when withdrawn. The advantage to farmers is that they can avoid paying tax at a marginal rate of 39% in one year and 21% the next. Using this system may allow them to equalize their income over the two years and pay lower overall tax.

The deposits are automatically refunded after five years. They are also refunded on the death, or retirement from farming, of the taxpayer. Although nothing needs to be documented in a Sale and Purchase Agreement, consideration should be given to the impact of such withdrawals. It may be appropriate to adjust the time when the sale should take place.

FONTERRA SHARES

It is typical that the sale of a dairy farm includes a global price for the farm, including the shares held in Fonterra.

It is therefore necessary that the Sale and Purchase Agreement details out the number of shares, peak notes, and supply redemption rights as a result of the current season's production. This is also complicated by the fact that although most farm properties settle on 31 May or 1 June, the necessary changes to the share registers at Fonterra are not made until later in June.

Fall in Production Current Season

The Sale and Purchase Agreement should include a clause which ensures that if production falls the vendor is required to convert surplus shares into supply redemption rights, so as not to erode the share capital purchased.

Production Increase

If production increases in the final year of ownership, the vendor will be required to purchase additional shares or convert supply redemption rights in order that the new purchaser has sufficient shareholding to cover that current level of production. If additional shares are required to be bought, these will be deducted from the vendor's end of the season milk payments in July and August. This being after the farm has changed hands. It is important that the agreement has the necessary clauses to ensure that there is a wash-up between the purchaser and the vendor so that the purchaser is required to pay for those additional shares.

The NZ Law Society Property Law Section Rural Transactions Technical Committee has recently produced an updated version of the clause, which could be used in dairy farm Sale and Purchase Agreements in respect to Fonterra shares. This document covers all the necessary clauses to be included in such an agreement.

GST Exempt

As with all shares, the supply of share, peak notes, and redemption rights is an exempt activity and therefore does not attract GST.

Capital Structure Changes

Farmer shareholders of Fonterra have recently voted for changes to the capital structure of the co-operative, which will come at the end of this next season. These changes can be summarised as follows:

a) Peak notes will be replaced with a capacity charge. This will be a pricing mechanism rather than a capital mechanism. As a result of this change, all peak notes will be converted into Fonterra shares.
b) Supply redemption rights will be replaced with excess shares for temporary decreases in production.

These changes will make the preparation of Sale and Purchase Agreements in transferring Fonterra shares more straightforward in the future. However there will be some transitional requirements in the 2006/07 season during the transitional period. These will relate to the conversion of peak notes to shares, and the replacement of supply redemption rights with excess shares.

It is the understanding of the writer that the NZ Law Society Property Law Section Rural Transaction Technical Committee will be updating their versional clauses to account for these transactional arrangements.

ACCRUAL RULES

Where there is a Sale and Purchase of a property and settlement is required to take place 93 days or more after the date of the agreement, then the Accrual Rules under the Income Tax Act 2004 will apply.

In the case of a Sale and Purchase of a property, however, the only time that the Accrual Rules will become an issue is where there is a mismatch in time between possession and settlement. To make it clear, there will be no Accrual Rules issue where possession and settlement are at the same time.

The most common Accrual Rules risk scenario, which might occur in relation to the sale and purchase of a farm property, is if possession is given to the purchaser prior to the time of the payment of the full purchase price. In such instances, the risk of a tax liability as a result of the Accrual Rules falls only on the vendor not the purchaser.

The tax liability arises because in reality if a right to the property is transferred now then a purchaser is likely to have to pay a greater amount for the property if settlement is deferred for 12 months than

if settlement occurred immediately. Under the Accrual Rules, the difference in price would be an interest cost to the purchaser and taxable income to the vendor.

If there is concern that the Accrual Rules might pose a risk then the usual method of protection is to insert a "lowest price clause". The best clause we have seen in recent times is as follow:

"The purchase price for the property *specified* is the lowest price that the parties have *agreed upon for the property under* the rules relating to the accruals treatment *of income* and *expenditure in* the Income Tax Act *2004* and on that basis no income and expenditure arises under those rules."

Where there is a delay in obligations, however, the vendor will still need to be cautious as the IRD have indicated that they might challenge such lowest price clauses where surrounding circumstances indicate that interest is disguised or capitalised. This might, for example, occur in the following circumstance:

A agrees to sell a property to B for $1,000,000 with immediate possession but payment in say 12 months without interest or with less than market rate interest. If it was fairly clear that a fair price would really have been $900,000 then the IRD might well challenge the case even in the presence of a lowest price clause by stating that in reality the lowest price that the parties would have accepted at the time of the agreement would have been $900,000 and that the only reason the price is one million dollars is to compensate the vendor for the delayed settlement. In such an instance the difference of $100,000 would be gross income in the name of the vendor and an interest cost in the name of the purchaser.

DISCLAIMER

The information contained in this paper is of a general nature only and is not intended to address the circumstances of any particular individual or entity. Although we have endeavoured to provide accurate and timely information, there can be no guarantee that such information is accurate as of the date it is received or that it will continue to be accurate in the future. No one should act upon such information without appropriate professional advice after a thorough examination of the particular situation.

An introduction to Maori Customary Land vs Private Land in New Zealand

Raewyn Fortes, MNZPI, Lecturer, Massey University

Abstract

This paper defines the differences between Maori customary land and private land in New Zealand.

It examines a brief history of New Zealand occupation and an overview of the legal processes in New Zealand to provide the reader with an understanding of why economic, social, spiritual and cultural differences exist between the two different types of land occupation.

Introduction

Customary title or native title is the land in a country which is occupied by indigenous peoples in accordance with their customs. In New Zealand, the indigenous people are referred to as Maori. Prior to European settlement all of New Zealand had been Maori Customary Land. That is, land occupied by the Maori on a communal system in accordance with Maori customary values and practices extending to hapu (subtribe), iwi (tribe) or guests.

When European settlers arrived they recognised the Maori already occupied the land and New Zealand was considered to be a settled colony. This had far reaching effects as the European settlers brought with them their European concept of culture, land occupation, ownership and more importantly law The English Laws Act 1958 was official recognition of this fact.

The Maori concept of land occupation and the European concept of land ownership affects the rights associated with the land and this paper will define each of these rights and the differences between them, together with associated legal rights in terms of both common law and statute.

To understand the difference between private land and Maori customary land it is necessary to review a part of New Zealand's history.

History of New Zealand Settlement

One of the most important points in New Zealand history is that New Zealand was considered to be a settled colony when European settlers arrived. Therefore, the settlers brought with them the English Law

Maori held land prior to 1840 in what the European settlers might call `communal title' where hapu (subtribe) and iwi (tribe) were allocated rights to use the land2 in accordance with the culture and customs of Maori discussed in a later section.

One of the earliest settlers and negotiators with the Maori, Master Wakefield had the motive `to make a profit' in the process of purchasing land from the maori and on-selling to the Crown or settlers. This notion of buying/selling land and the notion of making a profit is purely an English concept not readily understood by Maori where cash has little meaning or value. When European settlers arrived they brought with them their traditional ownership and occupation methods which are based on the economic principle of ownership and wealth distribution and creation3.

Master Wakefield's first land purchase conducted in 1839 consisted of a transfer of goods rather than cash for the land. Within the arrangement, Wakefield promised a portion of the land equal to 1/10ths to be reserved by the governors, directors and shareholders of the New Zealand land company of London to be held in trust for the future benefit of the said Chiefs, their families and heirs forever4. This promise is in keeping with Maori customary values mentioned in a later section. This 1/10ths of land said to be held forever was set into Reserves and is called Maori Reserved land.

Once the other portion of land was purchased from Maori it was eventually surveyed into legal parcels and recorded by Deed. Individual sites were able to be traded by supplying a record of the transactions to the Registrar.

1 Warburton, M.H. (1995) The doctrine of possession in New Zealand's Land Transfer System. NZ Surveyor No. 285 March

2 Callanan, J.M. (1996) The Maori Reserved Land Act 1955: Proposed changes. NZ Valuers Journal, July 1996, pg 26-34.

3 Small, G. (2003) The dimensions of human action and property. A paper presented at the pacific rim real estate society annual conference Brisbane 2003. Green, P.D. (1993) Some issues on the valuation of Maori Land. NZIV conference.

The signing of the Treaty of Waitangi in 1840 is a `promise' unenforceable by law. Since the signing of the Treaty of Waitangi a number of statutes have been passed to recognise and legalise the rights of the Maori. A review of Maori land law within New Zealand will help explain the past and present legally.

Essential Features of Maori Customary Land

a) What is Maori Customary Land

Maori Customary Land is defined by Kelliher & Lanning5 as a status of land that is held by Maori in accordance with Tikanga Maori. Tikanga Maori is defined in Section 4 of the Te Ture Whenua Maori Act 1993, as Maori customary values and practices. Maori customary land is used to protect and ensure the existence of Maori culture and spirituality

Customary title was created by the common law (not legislation or the treaty) to recognise pre-existing property rights after a change in sovereignty, therefore the customary values and practices occupied by Maori are granted the force of law under English domestic law. New Zealand was settled by the Europeans as a settled colony.

The Crown's interest is sometimes referred to as "radical title" and is subject to existing native rights as confirmed in the Te Runanganui o Te Ika Whenua Inc *Society* v Attorney-General6 [19941 2 NZLR 20 case. Small areas of land still remain as radical title in New Zealand such as Maori Customary land, foreshore and the seabed.

In accordance with the Te Ture Whenua Maori Act 1993 native title rights are inalienable, therefore Maori customary rights can not be extinguished (at least in times of peace) otherwise by the free consent of the native occupiers, and then only to the Crown and in strict compliance with the provisions of any relevant statutes. Edmonds7 confirms this statement by stating the soil of the Country was Maori-owned upon settlement and that Maori title could only be extinguished by the Crown.

A Native Land Court was established under the Native Land Act 1865. The initial role of this Court was to define the land rights of Maori people under Maori custom and to translate these rights or customary titles into land titles recognised under European law In Jim Fejo8 & David Mills on behalf of the Larrikia People it was held that a grant of freehold title permanently extinguishes customary land tenure or native title. Following the Maori Land Court 1954 processes of vesting customary rights to individuals, today most customary rights to land in New Zealand have been extinguished. The Te Tire Whenua Maori Act 1993 has changed this focus to the preservation of customary rights and Maori land.

In addition to the Te Ture Whenua Maori Act 1993, certain statutes exist today for Maori Land to be considered and protected legally. These cases include State-Owned Enterprises Act 1856, Resource Management Act 1991, Crown Minerals Act 1991, Treaty of Waitangi Act and Treaty of Waitangi Amendment Act 1993. The purpose of the Resource Management Act and the Local Government Act 1992 is to promote the sustainable management of natural and physical resources in consultation with Maori customary values.

Cultural Values

An overriding cultural value of the Maori is that land was not owned/occupied for economic gain. Land was occupied for the provision of food and shelter for the hapu or iwi with special significance attached to the land for their culture and spirituality. "Each member of the tribe had the right to occupy, cultivate and hunt on the land. In practice every tribe member had an equal right to the land but never considered it to be something that could be taken from them. The food grown by the families within the tribe were shared by the tribe"lo.

There was no such thing as tenure within the Maori culture as all land was held tribally. There was no general right of private or individual ownership except the right of a Maori to occupy, use or cultivate certain portions of the tribal lands subject to the paramount rights of the tribe (Sir John Salmond, extract in the 1908-1931 reprint of the Public Acts of New Zealand, Vol 6, p 87) cited in Mulholland". "An individual could no more own the land than could the sea or sky be owned. This attitude is reflected in the old Maori proverb: "a person may come and go, but the land remains forever"12.

To emphasise this lack of ownership, Maori did not fence off a piece of land and call it their own. "No land tenure records were kept and no boundaries officially surveyed off. The boundaries of land for a tribe were distinguished by land marks, for example, from one mountain ridge in the east to the river in the west, and similar identifications to the north and south"13. The success of the Mabo14 case in Australia is that Mabo could identify the boundaries

5 Kelliher, D & Lanning, G. (2003) New Zealand Property Institute Maori Land Valuation, Statutes and Case Discussion, Simpson Grierson. [e] *Te Runanganui o Te Ike Whenua Inc Society vAttomey General* [199412 NZLR 20

7 Edmonds, D. (1995) The Treaty of Waitangi and Title to Land. New Zealand Valuers Journal 1995 pgs 31-34.

8 Larrikia People v The Northern Territory & 0ilnet (Ni) Pty Ltd (1988) 156 ALR 721 *(Fejo)*

9 Ibid 3

10 Ibid 2 11

12 Mulholland, R.D. (1994) Maori Land. McVeagh's Land Valuation Law. Eighth edition. Butterworths.

13 Christiansen. WKS (1996) Maori Land. Fundamentals of property management. Second edition. Butterworths. Wellington. Ibid 2

14 *Mabo v Queensland* (Mabo Not) (1992) 175 CLR

and demonstrate how his family had continuous connection to it within a socially sanctioned land ownership system15. The mana of a tribe was associated with a clearly defined territory. Boundaries were marked by physical features such as mountains, rivers, lakes, outcrops or rocks or specially erected boundary markers. The integrity of the tribal territory was maintained by the ability of the group to hold and defend it against other tribes. (R Walker, in development Tracks p 70) cited in Mulhollandlo.

It is important to note that changes of locality for occupation and other purposes did however occur. Reasons for a change of locality may be that the land that was currently growing crops became less fertile; hostile involvement (war) between hapu or iwi groups may force groups out of occupation, inter-marriage may also force a change of locality.

So while the Maori may not have had an understanding of individual ownership they were certainly aware of change of locality or loss of land occupation for one reason or another.

b) Bundle of Rights

Certain rights were granted to Maori for the use of customary land based on the customs within that particular tribe. These rights to the land were established for the following reasons as cited by Mulholland17.

Take taunaha or discovery

This was a claim to land which had been previously occupied.

Take raupatu or conquest

The results of disputes or inter-tribal incidents or warfare. Although conquest without successful occupation did not give the conqueror a right to those lands.

Te ahika

the right of occupation the most important in traditional Maori society. - also acquired by cultivating land or collecting food or other resources from it.

Take tupuna

An ancestral right i.e. prove unbroken descent from an ancestor whose right was recognised.

Take tuku or gifting

The person giving the land away had to have sufficient rights to do so and the tribe had to agree to the transaction.

Retaining occupation

If fires of occupation had gone out of if ceased occupation for three generations or more.

These rights to the land are very limited as customary land can not be alienated. Land is held in the tribe forever. It is not uncommon, even now, to hear Maori elders and land managers refer to themselves as guardians or trustees for future generations of their tribe willing to set aside reserve areas of land for esoteric uses for the common goody.

Maori customary land is land occupied rather than owned by the tribe or sub tribe. Maori's have a spiritual and cultural association with the land which is an important feature of customary title which is not recognised to the same extent as with European title. Examples of spiritual and cultural associations with the land may be particular sites associated with birthing, burial, eating, preparing or collecting food. These sites may have special significance for members within a hapu. These locations may be known by a select or few of the whole hapu, it does not diminish the importance of this special place. While these spiritual and cultural rights may not be recognised in the legal European system, they are certainly very special and need to be recognised in their own right.

Already there are cases which have dealt with the loss of cultural fulfilment. In Australia Napaluna v Baker'° and Dixon v Davies20, plus various cases heard in the Land Valuation Tribunal in New Zealand such as Ngai Tabu and others. Sheehan2l states that any sensitivity to cultural differences must be recognised within the evidentiary framework of the law to the degree achievable, made understandable and hence capable of management and realisation.

c) Land Management

There is obviously no Government or local authority to govern what can or can not be done with customary land so several `rules' oversaw management of the land such as a tapu system which acted as a type of policing measure, and the power or mana of the tohunga who was the receptacle of much of the specialist knowledge about herbs and medicines. Behind these structures of society stood the gods themselves: Tane of the Forest, Tangaroa of the Sea and others ready, as recounted in myth told around the village fires and constantly reinforced, to mete out terrible punishment on any mortal foolish enough to abuse their particular domain22.

The predominant statute in New Zealand today is the Te Ture Whenua Land Act 1993. The primary objectives of this Act are to promote and assist in the retention of Maori land and General land owned by Maori in the hands of the owners; and the effective use, management, and development, by or on behalf of the owners, of Maori land and General land owned by Maori. It provides a forum for communication promoting fairness and practical solutions.

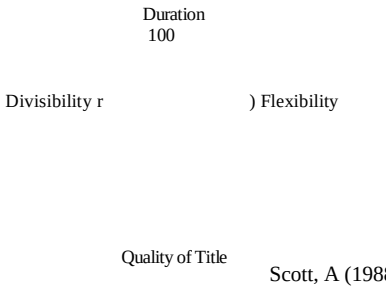
15 Ibid 3
16,17&18 Ibid 11

19 *Napaluna v Baker* (1982) 29 SASR 192

2l 2e *Dixon v Davies* (1982 17 NTR 31)

22 Sheehan, J. (2002) Towaards an understanding of property rights. Paper presented at the NZPI Annual Conference, Millenium Hotel, Rotorua 17 May 2002. Ibid 12

As previously mentioned Maori customary land is virtually inalienable or non transferable and is very inflexible. Scott23 devised a star diagram which depicts the overall flexibility and quality of a title using six points of contact. in addition to Scott's six points a customary title may have two further points being spiritual and cultural values.



Scott, A (1988)23

The spiritual or cultural values associated with Maori customary land might turn this diagram into a three dimensional representation where spiritual and cultural aspects are on the apex. A hypothetical score for Maori Customary Land might be 100% for duration, 0% for flexibility, 100% for exclusivity, 0% for quality of title (as many Maori Customary Lands do not have a title under the Torrens system), 0% for transferability and 50% for divisibility. As you can see in the picture above, there is very little flexibility to deal with customary title as considered in the European legal system.

d) Recording Land Transactions

Part of the Maori culture is to depart knowledge verbally and physically which differs from the European way of recording information in a document or written form. This lack of documentation can provide difficulties when trying to prevent a spiritual or sacred site being developed as evidenced by a NZ case Talzamore v Kapiti Coast District Council (2003)24. The Environment Court hearing basically rejected oral evidence provided by Maori elders. However on appeal to the High Court "the fact that no European was present with pen and paper to record such burials could hardly be grounds for rejecting the evidence" Lorns200325. The High Court quashed the decision by the Environment Court and sent it back for reconsideration.

While Maori customary land can not be alienated applicants can apply to the Maori Land Court for a change of status from Maori Customary Land to Maori Freehold Land (s132)26 which will be given a fee simple title under the Land Transfer Act 1952.

The Maori Land Court has jurisdiction under S18(1)(h) of the Te Ture Whenua Maori Act 1993 to determine for the purposes of any proceeding in that Court `or for any other purpose' whether any specified land `is or is not Maori customary land...' the Court also has jurisdiction to make declarations by way of status orders under s131(1) that land has the status of Maori customary land27.

Land is transferred from generation to generation and the number of landowners multiply almost exponentially. The European land law system does not recognise more than ten owners so more complex ownership systems were devised such as Incorporations and Trusts. While these land transfer systems are able to cater for a large number of owners, these ownership tools are limited and the land occupied by Maori still lacks flexibility.

The Courts are allocating customary rights some respects in Australia which will make it comparable with other tenures such as freehold and leasehold28.

Essential Features of Private Title

a) What is Private Title

A private title confers ownership from one individual to another. The underlying European cultural objective may be to obtain personal standing in the community, wealth or security. "Land to the European is the cornerstone of the Western socio-economic ethic. It is both a symbol of individual strength and wealth and a passport to the means to secure more"29.

For traditional land owners, land is a direct manifestation of their personal, social and spiritual relationships and provides them with powerful yet subtle answers to the need for integrity and identity as stated in Sheehan30.

b) Bundle of Rights

For any type of private title (freehold or leasehold) the owners have a bundle of rights associated with the land3l. They have their individual private rights which are subject to governing bodies such as territorial authorities and Government who have overriding legal rights. The picture below demonstrates the rights of the individual who holds a private title.

23 Scott, A. (1988) Evolution of individual transferable quotas as a district class of property right edited version of a paper presented at the NATO conference on *24* rights-based fishing, Reykjavik, June 1988 and the APPAM conference, Seattle, January 1989.

zs *Takamore Trustees v Kapiti* Coast *District Council HC* [2003] AP 191/02

Ibid

2e Ibid 7 27

Ibid 7

28 Sheehan, J. (2002b) Towards Compensation for the Compulsory Acquisition of Native Title Rights and Interests in Australia. Paper presented at the FAO/USP/RICS Foundation South Pacific land tenure Conflict Symposium, University of the South Pacific, Suva, Fiji 10-12 April 2002.

29 Ibid 3 30

Ibid 28

3l Christiansen, W.K.S. (1991). Mahoney's Urban Land Economics (Third Edition) New Zealand Institute of Valuers, Wellington.

Public Rights

Private Rights

Christiansen32

A fee simple estate under the Torrens system provides the maximum bundle of rights available within New Zealand.

c) Land Management

The dominant form of ownership in New Zealand is freehold or fee simple title. This is the highest form of land tenure available in the system of New Zealand. The landowner is still subject to town planning ordinances and is also subject to compulsory acquisition from the Crown33.

A second major form of ownership is leasehold, where the lessor (landlord) rents the land to the lessee (tenant) for a number of years34.

A fee simple title might completely cover Andrew Scott's35 star diagram with a maximum score of 100 which demonstrates the high level of flexibility a fee simple title has in the legal system.

Duration
100

Quality of Title

d) Recording Land Transactions

Land alienated from the Maori following European settlement was originally transferred via a Crown Grant. This was carried out under the Deeds System. To confer ownership evidence of a chain of transfers were required to be produced at the Deeds Office36.

In 1870 the first Land Transfer Act was passed and the Torrens System was established in New Zealand. However, it wasn't until 1924 that all land parcels were required to be registered in the Torrens System37.

Conclusion

Following the objectives of the Native Land Act 1865 and subsequent Maori Land Court in New Zealand, there are now few remaining areas of Maori customary land within New Zealand. The implementation of the Te Ture Whenua Maori Act 1993, Resource Management Act 1991 and Local Government Act 2002 has prevented the alienation of further customary land unreasonably.

Customary land is held for the benefit of cultural or spiritual attachment and customary land is alienable. That is it can not be transferred or even mortgaged. This makes it very difficult for the occupiers of customary land to improve the land with capital input. The way in which customary land can be traded or improved differs from private title which can be readily transferred as depicted by both Cristiansens38 bundle of rights and Scotts39 star diagram. It is not simple to provide a remedy to enable Maori land whether it is held in an Incorporation, Trust or whether it Maori Customary Land to be able to have the maximum bundle of rights that are associated with private land. One remedy might be that the Government can establish a lending institution solely for Maori land based on freehold values.

Small (1997 cited in Small 2003)40 states that Customary people view property in a way that integrates it into their overall culture and spirituality, whereas western people tend to use it as the basis for the construction of the culture in terms that are primarily economic (Cuff, Sharrock et al (1990) cited in Small 2003)41. This is applicable to the situation internationally where indigenous people occupied land before settlers arrived and had no reason for money, cash or personal wealth.

The major defining difference between Maori customary land and Western title is the spiritual and cultural beliefs the Maori have with the land.

32 Ibid 31

34 33 Study guide (2003) 127241, Real Estatte Valuation and Management, Massey university, Palmerston North, New Zealand.
Ibid 33

35 Ibid 23

37 Coyle, j. (1988) The Registration of Land, 127.241 Real Estate Valuation and Management Study Guide, Massey University, Palmerston North, New Zealand.

38 Ibid 36

39 Ibid 31 Ibid 23

40 & 41 Ibid 3

List of Cases

Dixon v Davies (1982 17 NTR 31)
Mabo v Queensland (Mabo No2) (1992) 175 CLR
Larrihia *People v* The Northern Territory & Oilnet (NT) *Ply* Ltd (1988) 156 ALR 721 (Fejo)
Napaluna v Baker (1982) 29 SASR 192
Takamore Trustees v Kapiti Coast District Council HC [2003] AP 191/02
Te Runanganui o Te *Ika* Whenua Inc *Society* v Attorney-General [1994] 2 NZLR

References

Callanan, J.M. (1996) The Maori Reserved Land Act 1955: Proposed changes. NZ Valuers Journal, July 1996, pg 26-34

Christiansen, WK.S (1991) Mahoney's Urban Land Economics (Third Edition) New Zealand Institute of Valuers, Wellington.

Christiansen, W.K.S. (1996) Maori land. Fundamentals of property management. Second Edition. Butterworths. Wellington

Clark, B. (1996) Current Maori Land Issues. Paper from Seminar for Wellington Branch New Zealand Valuers Institute of Valuers. Wellington

Coyle, J. (1988) The Registration of Land, 127.241 Real Estate Valuation and Management Study Guide, Massey University, Palmerston North, New Zealand.

Edmonds, D. (1995) The Treaty of Waitangi and title to Land. New Zealand Valuers journal 1995 pgs 31-34.

Green, PD. (1993) Some issues on the valuation of Maori Land. NZIV conference.

Kelliher, D. & Lanning, G. (2003) New Zealand Property Institute Maori Land Valuation, Statutes and Case Discussion, Simpson Grierson.

Mulholland, R.D. (1994) Maori Land. McVeagh's Land Valuation Law. Eighth edition. Butterworths.

Scott, A. (1988) Evolution of individual transferable quotas as a district class of property right edited version of a paper presented at the NATO conference on rights-based fishing, Reykjavik, June 1988 and the APPAM conference, Seattle, January 1989.

Sheehan, J. (2002) Towards an understanding of property rights. Paper presented at the NZPI Annual Conference, Millenium Hotel, Rotorua 17 May 2002.

Sheehan, J. (2002b) Towards Compensation for the Compulsory Acquisition of Native Title Rights and Interests in Australia. Paper presented at the FAO/USP/ RICS Foundation South Pacific land Tenure Conflict Symposium, University of the South pacific, Suva, Fiji 10-12 April 2002.

Small, G. (2003) The dimensions of human action and property. A paper presented at the pacific rim real estate society annual conference Brisbane 2003.

Speedy, S.L. (1980) Property Investment Inflation Edition. Butterworth, Wellington.

Study guide, (2003) 127241, Real Estate Valuation and Management, Massey University, Palmerston North, New Zealand.

Warburton, M.H. (1995) The doctrine of possession in New Zealand's Land Transfer System. NZ Surveyor No. 285 March

Raewyn Fortes MNZPI
Lecturer
Massey University

Raewyn lectures the residential valuation papers at Masse University and is an active member of the Manawatu Branch of PINZ. Raewyn's current interest is in the residential real estate market, however, following the attendance at a very informative Maori Land issues course, a research interest has also developed in native title issues.

Case Notes

Contract Consent Oral agreement
Contract Construction and interpretation
Property Real Encumbrances Caveats
Dixon v Garland 26/5/05, Simon France J, HC Hamilton CIV2004-419-1832
Unsuccessful application by D for specific performance of two agreements relating to land owned by G successful application by G for removal of caveat - D sought to enforce memorandum of understanding as concluded contract or alternatively sought to enforce earlier oral agreement evidenced in writing D built "shedottage" on land at G's request, lived in it, and improved it - D and G discussed joint ownership arrangement for land, with final offer of 25 percent share for D - later discussions concerned possible subdivision whether memorandum enforceable - status of oral agreement.
Held, at time memorandum signed D had no clear understanding of proposed right-of-way arrangements - access issue sufficiently important to both parties that no deal if not sorted D still sought acceptance of position after signing providing access did not show agreement - later letter from G with variations and additions confirms lack of essential detail in memorandum no part-performance of earlier agreement - caveat removed - application declined.

Contract Formalities Acceptance Sufficiency
Contract Type Formalities
Property Real
Gulf Corporation Ltd v Gulf Harbour Investments Ltd 25/5/05, CA145/04
Successful appeal by GCL and Auckland Property Group ("APG") against order for specific performance of easement contract for carpark APG agreed to sell land to GHIPs sister company separate easement contract gave GHIL option to purchase carpark, owned by GCL, for one dollar - GCL rejected GHIIs first attempt to exercise option as GHIL then "overseas person" - conditions on form relating to Overseas Investment Commission ("OIC") consent deleted, further terms added, reference made to entering into separate agreement GHIL obtained retrospective consent and made second attempt - on GHIIs summary judgment application High Court held binding agreement created by first offer in letter in second judgment held retrospective consent made contract valid.
Held, option irrevocable offer and acceptance must comply exactly with its terms - letter exercising option wrongly addressed to APG - removal of OIC consent condition, separate agreement, and further terms meant terms not strictly complied with - both attempts defective - McGrath J, dissenting, read in context nothing in letters conflicts with unqualified intent to exercise option - appeal allowed.

Civil procedure Appeals
Bridgecorp Finance Ltd v *Proprietors of* Matau*ri* X Inc 2/6/05, SC28/2005
Successful application by BFL for leave to appeal to Supreme Court.
Held, leave granted on the following ground was the borrowing and granting of the mortgage to BFL within the powers of MXI - application granted.
Resource management Consents Type Building - Construction
M.Y.G. Holdings Ltd v North *Shore City* Council 27/5/05, Alternate Judge McElrea - Commr Menzies - Commr Catchpole, EnvC Auckland A082/05
Successful appeal by MYG against NSCC's decision to decline resource consent to construct dwelling on vacant section in Coastal Character Area - proposed dwelling discretionary activity owners of neighbouring properties became parties to appeal - following modifications to plans NSCC supported proposal - remaining issues are the bulk of proposed dwelling, removal of vegetation on coastal landscape and effects of works on neighbours.
Held, conditions imposed requiring implementation of planting programme and restriction on sale or lease of property until programme implemented - conditions imposed regarding exterior colours and non-reflective glass - Court entitled to consider and impose reasonable conditions to protect amenity values - fencing required for acoustic protection precedent effects unlikely given unique site adverse effects can be adequately avoided or mitigated by proposed and additional conditions - appeal allowed.

Maori affairs Compensation
Property Real Lease
Property Real Valuation Objections and appeals
Pernik Investments Ltd *v Attorney-General* 27/5/05, CIV2004-454-911
Partially successful appeal by PIL against Land Valuation Tribunal ("LVT") decision concerning compensation for statutory changes to lease - leasehold portion of PITS land held on behalf of Maori trust on previously perpetual lease consent granted to PIL to build supermarket on basis that freehold and leasehold land not to be transferred separately whether compensation payable to PIL for changes to lease should be increased

from $225,000 whether PIL should be compensated for loss and value of freehold land.
Held, LVT erred in failing to recognise goodwill of lease and previous right of perpetual occupancy - impractical for PIL to redevelop property given right of first refusal given to Maori trust by statutory amendment - market value provided no protection to PIL effect of need to purchase both freehold and leasehold interests on right of first refusal unknown - LVT wrongly fettered itself to 30 percent maximum value reduction LVT's adoption of "after" valuation based on percentage reduction inadequate s3 Maori Reserved Land Amendment Act 1997 does not provide for consequential loss to value of freehold land loss to PIL assessed at $512,000 - appeal allowed in part.

Civil procedure Judgments Stay
Sadiq *v Ayer Properties* Ltd 31/5/05, CA88/05
Unsuccessful application by S for stay of execution of High Court ("HC") judgment HC had dismissed originating application by S that a caveat be sustained pending hearing of appeal.
Held, application declined for following reasons relief sought is not related to caveat - does not appear to be a caveatable interest - no interest capable of sustaining caveat no subsisting order for specific performance - application declined.

Contract Breach Remedies Specific performance Contract Termination Grounds Delay Property Real
Rick Dees Ltd v Larsen 29/4/05, Winkelmann J, HC Auckland CIV-2004-404-1357
Unsuccessful application by RDL for specific performance of agreement for sale and purchase of 10 units in Papakura - sole issue was whether vendor, L, was entitled to cancel agreements on basis of non-tender of settlement prior to expiry of notice period.
Held, where confirmation of payment is stipulated for in a remote settlement, tender of settlement by purchaser under agreement is not complete until fact of payment to the vendor is notified as agreed, even where payment earlier tendered facsimile confirmation not "received" until transmission to other party's fax number effected application declined.

Family law De facto property
Foote v Ogle 11/3/05, Associate Judge Gendall, HC Napier CIV-2004-441-677
Determination regarding de facto property F and 0 purchased a property in their joint names while in de facto relationship - F and 0 separated prior to passing of Property (Relationships) Act 1976 - issue regarding adjustments which need to be made (if any) to reflect payments made on behalf of F and 0 from sale price of property in favour of O.
Held, capital reductions in the mortgage relating to payments made by 0 should be deducted as an adjustment no adjustment regarding interest component of mortgage payments, rates on property, and house insurance premiums, because these are akin to "rental" - half of the debts paid by 0 also to be taken into account by way of adjustment in favour of 0, as there is no evidence to support F's contention that debts are O's unsecured personal debts orders accordingly.

Civil procedure Injunctions Interlocutory Property Real Title Unit titles
Hart v Body *Corporate* 180455 24/3/05, Courtney J, HC Auckland CIV-2005-404-1429
Unsuccessful application by H for interlocutory injunction preventing BC from effecting resolution - BC resolved to levy unit owners, including H, for undertaking substantial building work to remedy moisture ingress problems - H opposed resolution and intended to seek relief under s 43 Unit Titles Act 1972 (UTA) - such action would be pointless once resolution took effect also intended to seek judicial review of BC's resolution H faced bankruptcy if resolution took effect.
Held, H must show serious issue to be tried in substantive case and that balance of convenience favours her success in judicial review unlikely serious issue to be tried under UTA given proposed work may be exceed requirements and given serious consequences H faces however, if BC loses current tender they may incur increased cost that will reflect in larger levies for all unit owners further, BC will be seriously disadvantaged in prospective mediation or settlement conference with Council if issue unresolved - balance of convenience favours BC H's absence of satisfactory undertaking regarding damages from injunction fatal - application declined.

Civil procedure Application Property Real Lease
Lifestyle Appliances Ltd v Autel TV *Services* Ltd 14/6/05, Venning J, HC Auckland CIV-2004-404-5767
Unsuccessful application by ATVS for new trial and discharge of earlier order for specific performance - ATVS refused to settle purchase of business on grounds that LAL failed to provide clear title to leases as specified in agreement - change in lessors' trustees not recorded on title ATVS claimed LAL had not provided copies of any leases.
Held, agreement for sale and purchase specifically deals with lease and title issues - relevant leases made available to ATVS before execution of agreement for sale and purchase - ATVS failed to raise issue at that time - failure to give notice of disapproval within time constitutes implied acceptance of form and title no basis for ATVS to reject assignment of lease - LAL can provide leases executed by current

trustees - ATVS acknowledged issues could be resolved - no miscarriage of justice or improper practice - undertaking to settle required from ATVS 2B costs in favour of LAL application declined.

Property Real Easements Rights of way
Druskovich v B A Trustees Ltd 14/6/05, Simon France J, HC Auckland CIV-2003-404-6617
Partially successful application by D for declaration concerning scope of right of way, compensation for access blocked by BAT, and relief from landlocked land - BAT owned comer shop, carpark, and disputed right of way behind adjacent shops ("Lot 1") D owned adjacent shops with apartments above ("Lots 2 and 3") - Lot 2 had unhindered access to right of way for 40 years and D maintained it before BAT purchased land and fenced it off Lot 2 apartment dependent on right of way access.
Held, Lot 3 clearly had vehicular access from right of way and BAT had no right to block this with fence - despite lack of separate title Lot 2 apartment long-standing independent entity so is landlocked "piece of land" under s 129B Property Law Act 1952 - alternative access for apartment difficult - condition on right of way should not preclude relief declaration that Lot 2 allowed reasonable vehicular access to right of way $12,500 compensation awarded to BAT - no evidence of losses to D requiring compensatory damages or extreme conduct by BAT requiring exemplary damages application granted in part.

Contract Formalities Offer Terms
Property Real Subdivision
Grace Pacific Ltd *v Noy* Holdings Ltd 14/6/05, CA168/04
Unsuccessful appeal by GPL against decision of the High Court - case dealt with three sale and purchase agreements in relation to a block of land that was divided into three lots GPL claimed the first agreement never became unconditional property should have been transferred to GPL in terms of a back up sale and purchase agreement Further second respondent John Troon ("T") was not entitled to treat condition in clause 21 of the agreement, in relation to the sale and purchase of Lot 1, as not having been satisfied.
Held, absolutely clear that agreement confirmed as unconditional by exchange of correspondence - letter from NHL sets out list of five amendments to terms of agreement and states GPL to confirm that agreement is unconditional immediately T confirmed variations to the contract which included agreement that contract become unconditional immediately vendor had to be satisfied of two matters in relation to clause 21 - vendor not satisfied sale of Lot 1 compatible with development proposals for Lots 2 and 3 - clause 21 could therefore not be fulfilled regardless of GPI's plans for development - costs of $6,000 and disbursements are awarded to NHL, T and Esplanade Villas Ltd ("EVL") - appeal dismissed.

Criminal procedure Appeals
Criminal law Offences Trespass
Williams v Police 3/6/05, Justice Cooper, HC Auckland CR12005-404-0060
Unsuccessful appeal by W against District Court ("DC") trespass conviction and sentence - W involved in altercation in Southmall shopping centre carpark - site manager ("T"), issued verbal trespass notice against W W returned to Southmall and ignored police warning to leave or face arrest - W submitted the following three grounds - he was neither employed by Southmall nor licensed security guard, therefore lacked lawful authority under Private Investigators and Security Guards Act 1974 (PISGA) to issue notice - he could not trespass in Southmall carpark as it was public road pursuant to s 2(d) Land Transport Act 1998 (LTA) - W was detained in Burger King and argued Burger King tenants issued no trespass notice.
Held, T issued notice under authority of lawful property occupier and nothing in PISGA prevents such conduct - though defined as road in LTA, Southmall carpark is on privately owned land and its owner may control aspects of its use - assuming while in Burger King W was exempt, he had nonetheless committed offence before entering and would eventually have trespassed again on exiting appeal dismissed.

Property Real Encumbrances Caveats
Property Real Title Rights arising from
Mercury Geotherm Ltd (in receivership) v McLachlan 23/5/05, Potter J, HC Auckland CIV2000-404-2161 - M129/IM00 - CIV2000-404-2455 M1569-ASOO
Successful application by MGL for removal of caveats - unsuccessful application by Ms for declaration and mandatory injunction High Court ruled that Ms entitled to equitable lease but not ownership of land surrounding Poihipi power station which had been sold following failure of joint venture right of first refusal under lease only triggered if MGL indicate wish to sell or dispose of land Ms lodged caveat to protect interest under lease - issue whether right of first refusal triggered.
Held, MGL never indicated intention to sell or dispose of land because sale inadvertent, meaning right of first refusal not triggered by sale - purchaser entitled to take title subject to lease in favour of Ms - obiter, protection afforded by s 182 Land Transfer Act 1952 limited to purchasers and mortgagees who acquire legal estate or interest in land by virtue of registration application for removal of caveat granted application for declaration and injunction declined.

Property Real Encumbrances Caveats
Property Real Title Strata and related titles
Fifer Residential Ltd v Gieseg 15/6/05, Rodney Hansen J, HC Auckland CIV-2004-404-2189; CIV-2004-404-6073
Unsuccessful application by FRL for declarations of entitlement to add seventh floor to its apartment building development opposed by residents - FRL claimed to have acquired rights from developer Parkbrook Holdings Ltd ("PHL") - PHL initially obtained resource consent to build six-storey building and obtained right to add unit title on seventh level on appeal - PHL marketed units when six-storey plans approved - whether sale and purchase agreements for units and rules of body corporate require owners to consent to development.
Held, "development" in agreement referred to building already completed what FRL seeks may only occur if characterised as redevelopment, which requires consent of all unit title holders or relief granted under s 42 Unit Titles Act 1972 - relevant body corporate rule unregistered and respondents not bound to assent to condition - even if rule validly adopted, it did not provide for seventh storey development - caveats to be removed - application declined.

Property Real - Rates
Royal New Zealand Foundation *of the* Blind v Auckland *City Council* 18/5/05, Keane J, HC Auckland CIV2004-404-6545
Successful application by RNZFB regarding whether certain rental property was exempt from rates under the Local Government (Rating) Act 2002 (LGRA) - RNZFB owned property previously used for care for the blind some of the buildings were leased out to commercial tenants ACC submitted LGRA granted full though qualified immunity to RNZFB LGRA categories as fully non-rateable "land owned or used by, and for the purposes of the RNZFB "except as an endowment" - the land was not used for services to the blind and was not land that was held "for the purposes of " the RNZFB land was fully rateable RNZFB submitted ACC analysis of rating immunity incorrect as a matter of history, policy and law purposes included the ability to let its land, free of rates, to obtain income to fulfil its statutory objects.
Held, the RNZFB's purposes have extended in range under the Royal New Zealand of the Blind Act 2002 - wide mandate to advance wellbeing of those it serves by every sensible means exemption in respect of "land owned or used by, and for the purposes of the RNZFB except as an endowment - immunity from rates granted to RNZFB by cl 5(e) Sch 1, Pt 1 LGRA extends to land let to commercial tenants RNZFB owns the land RNZFB does not need to "use" the land itself to benefit from exemption central object, to benefit blind persons, no longer requires RNZFB to offer institutional care revenue is needed from any source - Application granted RNZFB entitled to costs on 2B scale.

Property Real - Lease
Yoo v Dominion Income *Property* Fund Ltd 13/7/05, Yenning J, HC Auckland CIV-2005-404-3239
Successful application by Y and other applicants, Young Ho You and Jung Gou You Lee for relief against forfeiture - Y and others tenants of DIPFL Y and others previously granted relief from forfeiture by consent on a number of conditions - DIPFL re-took possession following Y and others' default under terms of consent order - Y and others asserted they were able to redress default and had entered an agreement for sale of business.
Held, appropriate to exercise discretion in favour of Y and other and grant relief against forfeiture on strict conditions to ensure Y and others' assertions are backed up by performance - application granted.

Bill of Rights Democratic and civil rights Freedom of association
Government Local Duties and powers Bylaws
Willowford Family Trust v Christchurch City Council 29/7/05, Panckhurst J, HC Christchurch CIV-2004-409-2299
Partially successful application by WFT challenging the validity of a by-law relating to location of brothels - following enactment of Prostitution Reform Act 2003 CCC enacted Christchurch City Brothels (Location and Signage) Bylaw 2004 (CCBB) - CCBB limited permitted area of brothels to Christchurch central business district - WFT wanted to operate brothels in properties outside the central business district - WFT and Brown ("B") contended that part of the by-law was invalid for unreasonableness, repugnancy and for effecting a prohibition WFT and B also argued by-law was repugnant as it inhibited the right of prostitutes to freedom of association.
Held, by-law is not unreasonable on account of its geographic limitation, character and extent - definition of scheduled area reflects the considered view of the Prostitution Reform Sub-committee, after full public consultation, as to what is appropriate - however, location aspect of the bylaw is invalid in relation to its impact on small owner-operator brothels ("SOOBs") - practical effect of CCBB is to deny the existence of SOOBs in Christchurch city intrusion not minimal - nevertheless, freedom of association argument is unsuccessful - while CCBB does have a dramatic effect on operation of SOOBs it is not proven that freedom of association ground is established - WFT and B entitled to an order under s 12(1) By-laws Act 1910 quashing CCBB as it relates to the location of brothels - application granted in part.

Contract - Formalities -Acceptance Counter offer
Contract Formalities Consideration Adequacy
Contract Formalities Offer Revocation
Attorney-General v Whangarei District Council 20/7/05, Miller J, HC Wellington
CIV-2005-485-792
Determination of preliminary question regarding validity and effectiveness of WDC's withdrawal of offer to sell property to Crown for police station development - WDC offered option to sell, open until 3 December 2004 - police negotiated WDC's subsequent request to reduce property WDC withdrew offer on 3 November 2004 claiming police did not accept but made counter-offer.
Held, option was irrevocable offer, binding upon WDC signing regardless of whether consideration actually paid, WDC estopped from asserting non-payment as parties proceeded on basis of payment - counter-offer not necessarily invitation to terminate option, but nevertheless, WDC's subsequent request merely exploratory and thus police reply not counter-offer - withdrawal of offer not valid and effective - orders accordingly

Banking and finance Credit
Commercial law Mortgages Rectification
Property Real Mortgages
Fifty-Seven Willis *Street* Ltd *v Mortgage* Holdings Ltd 22/7/05, Gendall J, HC Wellington CIV-2004-485-1166
Successful applications by FSWS to rectify mortgage document and for injunction preventing MHL from acting on Property Law Act 1952 notice - unsuccessful claim by MHL against Landcorp as third party FSWS borrowed $1.822 in plus GST from Landcorp - FSWS and Landcorp agreed standard condition for early repayment retained in error MHL acquired mortgage and called in loan early whether terms should be rectified - whether terms or MHPs actions oppressive.
Held, s 42 Credit Contracts Act 1981 provides for assignment of contracts subject to all equitable rights and remedies attached MHL had actual or constructive notice of true nature of mortgage agreement - MHL had ample opportunity for due diligence on terms of parties' actual agreement and aware document in question not final version MHL opportunistically took advantage of oversight rectification justified and strengthened by estoppel strict term and reliance on it oppressive - no breach of warranty by Landcorp - applications granted.

Civil procedure Application
Property Real Encumbrances - Caveats
Redwood v Williams 21/7/05, Doogue J, HC Hamilton
CIV-2003-419-1196
Unsuccessful application by second named defendant Bruce Williams ("BW") under r 486 High Court Rules (HCR) and Court's inherent equitable jurisdiction for orders setting aside High Court judgment awarding indemnity costs against him BW was trustee of Ross Williams Family Trust ("RWFT") - Rs lodged caveat in relation to land owned by RWFT - indemnity costs were awarded in context of hearing where counsel appearing for BW and RW agreed to final consent order that caveat not lapse - BW applied on grounds that he did not appear at hearing, he was not aware of hearing, he had substantive defence, and miscarriage of justice resulted from judgment.
Held, cannot be said that BW not represented, as application made on behalf of BW and RW by solicitors representing trust also, r 486 HCR does not apply because it only applies to default judgments - Court cannot exercise its equitable jurisdiction because judgment was not a consent order - even if BW could show BW was not represented, unlikely miscarriage of justice occurred - application declined.

Religion Church property Proceedings in respect of Trusts Trustees Duties and liabilities
Kaisa v Scanlan 20/7/05, Williams J, HC Auckland
CIV-2003-404-7106
Successful application by S and other defendants for injunction precluding K and other plaintiffs from using Mt Wellington Assembly of God Trust Board ("MWAGTB") properties for securities or advances - successful application by K and others for removal of caveats placed on MWAGTB properties by S and others - unsuccessful application by K and others for security for costs and the reopening of order awarding costs - S, a pastor, was trustee of the MWAGTB, which held property for the Samoan Assembly of God congregation - K and other plaintiffs later appointed trustees following allegations of sexual misconduct against S - K and others commenced proceedings against S and others raising various causes of action including fraud, breach of fiduciary duty, and negligence.
Held, no basis on which caveats can be maintained as S and others have no beneficial interest in land and buildings however, appropriate to maintain status quo by granting S and others' application for injunction K and others failed to discharge onus of showing there is reason to assume S and others' unable to meet costs K and others cannot unreasonably withhold consent to S and others' application to use church application for injunction granted application for removal of caveats granted applications regarding costs declined - orders accordingly.

Criminal procedure Appeals
Criminal law Offences Trespass
Anaru v *Police;* Alt name: Wihongi 27/7/05, Yenning J, HC Whangarei CRI-2005-488-21
Unsuccessful appeal by A against conviction on one charge of trespass A was protesting at Ngawha prison site against use of land as prison when asked to leave by Department of Correction project manager, and given warning by constable, A started to leave, but stopped to hug her sister A was again told to leave, she refused, and was then arrested Judge found charge proved against A charges against other protesters were dropped for lack of evidence issue whether conviction would prevent A from attending the site for two years, as A wished to visit and help Maori prisoners further, A claimed to be Ngati Rangi and direct descendent of Chief Kauwhata Kauwhata issue of what status that may give A in relation to the land.
Held, A was convicted under s 3 Trespass Act 1980 (TA), which does not of itself bar her from visiting the site - s 4(3) TA provides that where a person is convicted of an offence against TA the Court may warn that person to stay off that place - Judge gave A no such warning whatever rights A might claim to have over the land, Crown is occupier in law and as such can rely on TA no improper exercise of discretion by Judge in electing to convicted and discharge, rather than discharge with conviction - appeal dismissed.

Civil procedure Injunctions
Property Real Lease
Styx Mill Holdings v Sabina *Ltd* 9/8/05, Chisholm J, HC Christchurch CIV-2005-409-1224
Unsuccessful application by SMH for interim injunction against SL SMH operated tavern in SPs premises, Palms Shopping Mall ("PSM") - lease included clause preventing SL from leasing premises in SMH to any other tavern or free-standing bar issue as to whether it was a breach of lease agreement for SL to lease premises within PSM to Coyotes Cafe (The Palms) Ltd ("CCL") - CCL had assured SL it was primarily a restaurant operation.
Held, high threshold for the granting of a mandatory injunction not met for following reasons SL may have genuine argument about whether activities conducted by CCL were in breach of lease - injunction would not preserve status quo because CCL has commenced business major difficulties in formulating an effective order at interlocutory stage - damages likely to provide an effective remedy finally, risk of prejudice to non-party, CCL application declined.

Government Local Land Public works
Property Real - Compulsory acquisition
Hood v Attorney-General 5/8/05, SC 11/05
Unsuccessful application by Hs for leave to appeal against part of a Court of Appeal ("CA") judgment - Hs claimed they were entitled under s 40 Public Works Act 1981 (PWA) to an offer to purchase land compulsorily acquired from their father in 1960 for a public school - CA held use of the land for a playcentre was not the public work for which land was taken also held that a playcentre was not an "essential work", which would have justified its retention under PWA Hs sought leave to bring a second appeal from the determination that the arrangements with Queenstown Lakes District Council made it "impractical, unreasonable, or unfair" under s 40 (2) PWA for the land to be offered back to Hs.
Held, no basis upon which it can be maintained that a substantial miscarriage of justice may have occurred or that the appeal involves a matter of general commercial significance - no question of wrong approach or consideration of irrelevant matters - decision was made on the facts peculiar to this case and was reached concurrently in the High Court and CA none of the points raised on the application would have affected the decision or are of general or public importance - Hs ordered to pay costs of respondents of $2,500 with disbursements - application declined.

Equity Unjust enrichment
Trusts Classification Constructive trusts
Wills, probate and administration Testamentary promises Claims
Rennie v Hamilton 10/8/05, CA157/04
Unsuccessful appeal by R against High Court ("HC") decision R sought an award relating to a brothel and a fee simple of the business premises - R met the deceased, Mr Williams ("W"), when he hired her as a receptionist at one of his "massage parlours" - relationship progressed into a de facto relationship and R stopped working relationship ended but parties remained amicable - W purchased a building in order to set up another "massage parlour", "CJ's" - W paid for substantial renovations R employed as manager of CJ's, employment conditions informal - on W's death, R advanced claims under Law Reform (Testamentary Promises) Act 1949 (LRTPA) - on the basis of various trust scenarios, all focused on CJ's - R alleged W promised to provide for her after his death through CJ's, promise constituted a testamentary promise under LRTPA further, through her contributions to the business and property, she acquired a beneficial interest, and entitled to the remedy of a trust HC Judge made an award of $70,000 in favour of R under LRTPA related to business not premises - submitted

HC Judge erred in determining promise did not include land and buildings from which brothel operated.
Held, no basis to interfere in HC Judge's assessment of a reasonable sum to compensate for the absence of testamentary promise - R's contention circumstances disclosed implied or constructive trust are without merit providing advice as to how to furnish a building does not amount to making indirect contributions to a property, and does not give rise to an expectation services provided by R during her years as an employee do not amount to indirect contribution to property R's expectation unreasonable and W could not reasonably be expected to yield R such an interest circumstances did not give rise to an interest which the Court should recognise by the declaration of any form of trust - no costs order made - appeal dismissed.

Civil procedure Costs
Property Real Encumbrances Caveats
Winston Developments Ltd v *Stoney* Ltd 8/8/05, Associate Judge Abbott, HC Wellington CIV-2005-485-698
Successful application by SL and others for costs following WDL's discontinuance of application for order sustaining caveat SL only advised of WDIs intention to withdraw application three days prior to hearing issue whether Sch 3 High Court Rules (HCR) applied.
Held, fact that proceeding was originating application made item 2 of Sch 3 HCR appropriate - half day appropriate for work covering joint memorandum on withdrawal of application, two telephone conferences since, and preparation of memorandum on costs - appropriate allowance was two-and-a-half days at rate for cost category 2, together with disbursements - application granted.

Civil procedure Judgments Setting aside
Tenancy law Tenancy agreements Assignment
Liew v *Chen* 12/8/05, Ellen France J, HC Auckland CIV-2005-404-2531
Partially successful application by C to set aside judgment on basis C not served prior to hearing - judgment granted L relief against forfeiture by C of lease, ordered renewal in Ps favour, and declared C may not refuse consent to proposed assignment - C also sought to set aside on merits.
Held, process server's evidence that service effected preferred to C's - relief conditional on L remedying monetary breaches - C deserves opportunity to contest question of effect of Is acknowledgement that formal renewal of lease overlooked and effect of any breaches on giving of consent to assignment of lease - judgment set aside in part giving effect to these observations - application granted in part.

Property Real - Easements Rights of way
Newstart Holdings Ltd v Tidd Foundation Inc 9/8/05, CA233/04
Unsuccessful appeal by NHL against High Court ("HC") decision - NHL and TFI own adjoining land, with right of way recorded only on TFI's title - NHL sought new right of way under s 129B Property Law Act 1952 (PLA).
Held, s 129B PLA determined on basis of current situation - NHL, its tenants, and visitors remain able to use existing right of way and there will be no change in that position until right of way expires in 2010 - not appropriate for Court to make declaration as to what position would be in 2010 - appeal dismissed.

Environment and natural resources Conservation - Historic places
Resource management Consents Application
Tuscany Ltd v Christchurch *City* Council 8/7/05, judge Smith; Commr Menzies; Commr Sutherland EnvC C99/05
Successful appeal by TL against CCC's refusal to grant consent to remove heritage building Leinster House ("LH") from its Business 1-zoned site for further development - LH recognised as category 2 building under Historic Places Act 1993 and as Group 4 building under the Christchurch City Plan ("CCP") - premises used as restaurant and commercial offices - CCC decision supported by NZ Historic Places Trust ("HPT") - CCC and HPT claimed restraint on TL's ability to further develop land not unreasonable in circumstances and consent application for restricted discretionary activity should be refused.
Held, removal of building appropriate for grant of restricted discretionary consent - CCP recognises balance to be achieved - TL has taken all reasonable steps to ensure alternatives on site - consent to remove granted with attached conditions for removal, conservation, signage and landscaping costs reserved - appeal allowed.

Remedies Damages
Governors Ltd v Anderson 16/8/05, CA94/04
Successful appeal by GL and second appellant C against quantum decision unsuccessful cross appeal by respondents GA, MA and TA against costs - C's company, GL, developed part of building owned by GA and MA ("landlords") into nightclub/gaming centre/ bar after business opened GL purchased landlords' interest in building landlords re-entered premises and secured possession of building on two occasions - first eviction lasted 14 days and second eviction lasted five and half months - GL and C challenged awards of damages given cross appeal relates to fact that trial judge allowed costs on High Court ("HC") scale instead of District Court ("DC") scale.

Held, mathematical error made by trial judge in respect of wages for first eviction - damages to be increased to $16,572 - trial judge incorrect to award damages for period of one month in relation to second eviction after finding GL and C failed to mitigate potential loss by not taking further litigation steps and by delaying Court action - GL should be compensated for being out of business and any ongoing losses associated with breaches of lease during second eviction period not in interests of parties to send matter back to HC only reliable standard to apply is that used in first eviction giving weight to risk associated with business - damages to be increased to $105,000 - primary liability issue of whether evictions were unlawful were inappropriate matter for DC to hear - costs award unchanged - appeal allowed cross-appeal dismissed.

Civil procedure Judgments Summary
Contract Termination
Remedies Specific performance
Jansen v Whangamata Homes Ltd 15/8/05 CA266/04
Successful appeal by Js against High Court ("HC") judgment declining their application for leave to bring summary judgment application - Js entered agreement with WHL to buy a unit - WHL purported to cancel agreement prior to settlement under sunset clause of agreement whether WHL has arguable defence that it could rely on sunset clause - whether there was an arguable defence to Js seeking specific performance on basis of delay.
Held, disagree with HC by demanding payment for work done under agreement, WHL elected to continue with the agreement - letters from WHL advising that settlement would shortly take place and that title had been issued also provide evidence that WHL intended to continue with agreement, thus preventing them from relying on sunset clause - no basis for refusing specific performance because of delay decree of specific performance of parties agreement - appeal allowed.

Civil procedure Judgments Summary
Property Real - Lease
Axon *Computer* Systems Ltd v Kingdon Development Ltd 15/7/05, Associate Judge Lang, HC Auckland CIV-2005-404-3181
Unsuccessful application by ACSL for summary judgment against KDL for breach of agreement to lease - ACSL claimed its landlord KDL breached lease agreement by allowing another tenant of the same building, the bar Cock & Bull, to erect signage above ground floor canopy.
Held, arguable that KDL has not breached agreement to lease given that the canopy now erected differs markedly to that which was anticipated at the time the agreement to lease was signed - trial necessary to determine what would have been agreed if parties had turned their minds to canopy in its present form - also arguable that ACSL received plans showing proposed signage and did nothing to express objection - thus giving rise to arguable defences in estopple, acquiesence, and waiver - summary judgment not appropriate in any event as arguments relating to quantum also relate to liability application declined.

Criminal law Proceeds of crime
Solicitor-General v Sturgeon 29/8/05, Gendall J, HC Nelson CIV-2003-442-84
Successful application by SG that Official Assignee ("OE") take custody and control of a property owned by S - application made under s 42(1)(b) Proceeds of Crime Act 1991 (PCA) - S opposed application - specified property subject of a restraining order until early 2006 - S found guilty of a variety of offences - S had previous convictions and scope of offending meant imprisonment almost certain - SG sought to preserve status quo until forfeiture application was heard and disposed of.
Held, no possible detriment or disadvantage to S arising from the order appointment of OE as custodian will preserve the status quo and enable the interests of S and mortgagee to be protected through management of the asset - S's convictions, remand in custody, probability of imprisonment, and increase in mortgage outgoings, are sufficient change in circumstances which make it desirable that application be granted - order made under s 42(1)(b) PCA that OE take custody and control of specified property custody and control to be for duration of this order application granted.

STATSCOM

Index to Costings

Residential Costings

S IA I NCO\I is [o\\ o aiIahlc on Iine at tbo IllstilUtc websi,te
www.property.org.nz

Enquiries to:
PO Box 27-340, Wellington
Ph (04) 384 7094, Fax (04) 384 8473
national@property. org. nz

Contribute to Statscom

Contributing to Statscom will enhance the reputation of your firm and help maintain standards throughout the property industry in New Zealand.

Please photocopy/print this form and fill out. Contribution should be sent to:

Dixon Opie • Statscom • PO Box 27 340 • Wellington

Contributor's Name & Firm

Location of Costing

Date

Type of Costing (please circle)

Residential Rural Commercial Industrial

Type of Construction (i.e. House/Flats/Office/Shed etc)

Construction Details

(If insufficient space please continue on separate sheet)

Areas

Contract Price (Excluding GST)

Analysis

Element Floor Area Cost/M2 Modal Multiple

Notes

Costings

Residential Castings

Sefton Hip Roofed Bungalow, January 2005
Contributed by Denis J Milne, North *Canterbury* Valuations
Construction: Hip roof bungalow with integral double garage on a small lifestyle block.
Areas: 221.49m2
Contract price: $223,073 (excl. GST)
Analysis:
Total: 221.49m2 Net Modal Rate: $693.41
Notes: Country build factor 1% of contract price per 10km. The distance from the main centre is 14km. The allowance for architecture/draughting fees is $1,346.

Springbank Hip Roofed Bungalow, July 2005
Contributed by Denis *J Milne, North Canterbury* Valuations
Construction: 4 Bedroom office and dual facilities with an attached single carport on a small lifestyle block.
Areas: 192.71m2
Contract price: $188,926 (excl. GST)
Analysis:
Total: 192.71m2 Net Modal Rate: $827.40
Notes: Country build factor 1% of contract price per 10km. The distance from the main centre is 38km, and the allowance for the architecture/draughting fees is $2,007. House constructed by Builder Today Homes.

Hip Roofed Bungalow, July 2005
Contributed by Denis *J* Milne, *North Canterbury* Valuations
Construction: 4 Bedroom and study Villa style dwelling with triple bathrooms, double internal garaging and rolled verandah, built on a level site at Cust. Company Builders.
Areas: 223.90m2
Contract price: $173,537 (excl. GST)
Analysis:
Total: 223.90m2 Net Modal Rate: $946.23
Notes: Country build factor I% of contract price per 10km. The distance from the main centre is 45km, and the allowance for the architecture/draughting fees is $4,451. House constructed by Today Homes.

Amberley Hip Roofed Bungalow, June 2005
Contributed by Denis J Milne, North *Canterbury* Valuations
Construction: Superior 5 bedroom dual bathroom with triple integral garage constructed on a flat rural residential holding. Built of brick with Colorsteel roof.
Areas: 214.13m2
Contract price: $282,190 (excl. GST)
Analysis:
Total: 214.13m2 Net Modal Rate: $940.76
Notes: Country build factor 1% of contract price per 10km. The distance from the main centre is 40km, and the allowance for the architecture/draughting fees is $2,789. House constructed by Benchmark Homes.

Fernside Hip Roofed Bungalow, May 2005
Contributed by Denis J Milne, *North Canterbury* Valuations
Construction: 4 bedroom dual bathroom with attached double garage situated on a flat site.
Areas: 217.65m2
Contract price: $289,310 (excl. GST)
Analysis:
Total: 217.65m2 Net Modal Rate: $957.18
Notes: Country build factor 1% of contract price per 10km. The distance from the main centre is 36km, and the allowance for the architecture/draughting fees is $2,755. House constructed by North Canterbury Company builder Benchmark Homes.

West Eyreton Hip Roofed Bungalow, May 2005
Contributed by Denis J *Milne, North Canterbury* Valuations
Construction: 4 bedroom dual bathroom with internal double garage situated on a flat site. Brick V. cladding with colrtile roof and is Dble Gl. joinery
Areas: 192.32m2
Contract price: $217,387 (excl. GST)
Analysis:
Total: 192.32m2 Net Modal Rate: $805.78
Notes: Country build factor 1% of contract price per 10km. The distance from the main centre is 40km, and the allowance for the architecture/draughting fees is $2,394. House constructed by Peter Ray Homes.

Professional Directory

NORTHLAND

DTZ NEW ZEALAND

REGISTERED VALUERS, PROPERTY CONSULTANTS, PROPERTY & FACILITIES MANAGEMENT

1 Dent Street, PO Box 1444, Whangarei
Phone (09) 438 3400
Fax (09) 438 0330
Email whangarei@dtz.co.nz

Andrew Wiseman, BCOM (AG), MNZPIM, SNZPI, ANZIV
Dave McGee, PROPERTY MANAGER
Bill Burgess, DIP VFM, FNZIV, FNZPI
Bob Malone, DIP URB VAL, ANZIV, SNZPI

GARTON & ASSOCIATES LIMITED

REGISTERED VALUERS & CONSULTANTS

Whangarei Head Office
193 Kamo Rd, Whau Valley. Whangarei.
P 0 Box 5031, Whangarei.
Ph. 09 437 7776 Fax 09 437 7063
email russell@gartonassociates.co.nz

R H *Garton* B AG COM, ANZIV, SPINZ, MNZIPIM
G Thomas B AG SC, ANZIV, SPINZ
P Grahn, MIV (SA)
M Spaall, BPROP.

Kaitaia Office
22 Puckey Avenue, Kaitaia
P 0 Box 92 Kaitaia.
Ph/Fax 09 408 1724
email zane@gartonassociates.co.nz

Z R Lucich B. APPL SC, DIP B S

Warkworth Office
Level 1 3 Elizabeth St, Warkworth
Mail 44 Guy Rd, RD 1, Warkworth
Ph 09 425 9547 Fax 09 425 9549
Email matthew@gartonassociates.co.nz

M Buchanan B COM

MOIR MCBAIN

REGISTERED VALUERS

Kerikeri Office:
PO Box 254, Kerikeri.
Phone (09) 407 8500
Facsimile (09) 407 7366
Email: MoirMcBain@xtra.co.nz

M K McBain, BCOM (VPM), MPINZ, REG VALUER
R J Mitchel, VPU, SPINZ, REG VALUER
D G Parker, VFM, MPINZ, REG VALUER

TELFERYOUNG (NORTHLAND) LTD

VALUERS PROPERTY ADVISORS

17 Hatea Drive, Whangarei.
PO Box 1093, Whangarei.
Phone (09) 438 9599 Facsimile (09) 438 6662
Email
telferyoung@northland.telferyoung.com

A C Nicholls, DIP AG, DIP VFM, FNZIV, FPINZ
T S Baker, VPU, FNZIV, FPINZ
M j Nyssen, BCOM VPM (URBAN), ANZIV, SPINZ
G S Algie, DIP URB VAL, FNZIV, FPINZ
D J Rattray, B APP SC (RURAL), DIP BS (URBAN), DIP BUS ADMIN (PROPERTY), APINZ
N P Kenny, DIP SURV (C E M), APINZ
M Aslin, DIP URB VAL, PG DIP COM, ANZIV, SPINZ

QUOTABLE VALUE LIMITED

REGISTERED VALUERS

Whangarei Office
Level 5
Gilmore Brown Building
30 Rathbone Street
PO Box 229
Whangarei
Phone: (09) 438 3299
Fax: (09) 438 4294
Email: jeff.robinson@quotable.co.nz

Jeff Robinson, ANZIV, SPINZ
Chris Dowman, BBS

AUCKLAND

AXIOM ROLLE PRP
VALUATION SERVICES LTD
REGISTERED PROPERTY, PLANT&MACHINERY VALUERS & PROPERTY CONSULTANTS
Level 7, 44 Khyber Pass
Newcall House
PO Box 8685, Symonds St
AUCKLAND
Phone: (09) 921 5140
Fax: (09) 921 5142
Email: akl@axiomrolleprp.co.nz
Website: wwwaxiomrolleprp.co.nz
See website for personnel

BARKER AND MORSE
REGISTERED VALUERS
Hibiscus Coast Office:
Level 1, Westpac Plaza,
Moana Avenue, Orewa.
PO Box 15, Orewa.
Phone (09) 427 9903
Facsimile (09) 426 5082
West Auckland: Phone (09) 836 3010
Auckland: Phone (09) 520 5320

North Shore Office:
2/43 Omega Street, Albany.
Phone (09) 415 2125
Facsimile (09) 415 2145
Email valuers@barkermorse.co.nz
www.barkermorse.co.nz
Mike Morse, B AG COM, ANZIV, SPINZ
Russell *Grey*, B COM, (VPM), ANZIV, SPINZ
Michael Nimot, BBS DIP MGMT HEALTH SECTOR, ANZIV, SPINZ
Mike Forrest, BPA, ANZIV, SPINZ
Dave Hamlyn, BBS (VPM)
Penelope Marshall, BBS (VPM)
Gorran Marusich, B COM. (VPM)
Erik Molving, BPA, APINZ
Dave Perrow, B COM. B PROP Peter Restall, ANZIV, SPINZ, AREINZ *Peter* Wright, BBS, APINZ
Peter Bates, BBS (VPM) (BUS.LAW), CART ARTS, AAMINZ, APINZ

BARRY RAE TRANSURBAN LTD
CONSULTANTS ON URBAN DEVELOPMENT
Victoria Square, 2/143 Wellesley Street West, PO Box 90921, Auckland.
Phone (09) 309 2555
Facsimile (09) 309 2557
Mobile 027 275 3330
Email admin@transurban.co.nz
Web wwwtransurban.co.nz
Barry Rae, DIRECTOR, ARCHITECT/PLANNER, B ARCH (HONS), CERT EKISTICS (ACE GREECE), DIP TP, FNZIA, MPINZ (PLANNING), MPINZ (PROP)

BARRATT-BOYES, JEFFERIES LIMITED
REGISTERED VALUERS & PROPERTY CONSULTANTS
The Old Deanery,
17 St Stephens Avenue, Parnell
PO Box 6193,Wellesley Street, Auckland.
Phone (09) 377 3045
Facsimile (09) 379 7782
Email value@bbj.co.nz
R W Laing, ANZIV, SPINZ, AREINZ
M A Norton, DIP URB VAL (HONS), FNZIV, FPINZ *P Amesbury* DIP URB VAL, ANZIV, SPINZ
K P Thomas, DIP VAL, ANZIV, SPINZ
R McG Swan, DIP URB VAL, ANZIV, SPINZ

BAYLEYS PROPERTY SERVICES
CONSULTANTS, ANALYSTS, REGISTERED VALUERS & PROPERTY MANAGERS
Maritime Square, 4 Viaduct Harbour Avenue, Auckland
PO Box 8923, Symonds Street, Auckland
Phone (09) 309 6020
Facsimile (09) 358 3550
Website www.bayleys.co.nz
Email: firstname.surname@bayleys.co.nz
General Manager: Mark Grant, MBA
Bayleys Valuations Ltd
Allen D Beagley, B AG SC, MNZIPIM, ANZIV, AREINZ, SPINZ
Jessie Jiang, BPROP, ANZIV, MPINZ James Pullin, BSC (HONS), MRICS, ANZPI Daniel Brazier, BPROP
Bayleys Research
Gerald A Rundle, B COM, BPA, ANZIV, SPINZ
Ian Little, BSC (HONS), MRICS
Quinton Douglas, BAPPLSC, DIPBUS, APINZ
Toni *Giacon*, BA, LLB

Bayleys Property Management Ltd
Tom J Donovan, BBA (USA) FINANCE
Chris R Johanson, BAG SC, MPINZ
Lisa *Godfrey*, BBS, ANZIV, MPINZ
Deborah Knight, BPROP, APINZ
Kane Goulden, BPROP
Paul *O'Malley*, IQP REGISTERED
Jillaine *Murray*
Ken Hardley, BCOM
Bayleys Corporate Real Estate Services
Brett L *Whalley*, B. PROPADMIN, ANZIV, SPINZ

BECA VALUATIONS LTD
2/21 Pitt Street, Auckland.
PO Box 6665, Wellesley Street, Auckland.
Phone (09) 300 9100
Facsimile (09) 300 9191
E-mail: Alistair.thomson@beca.com
General Manager: Alistair Thomson

Level 3, PricewaterhouseCoopers Centre
119 Armagh Street
P 0 Box 13960, Christchurch
Phone (03) 366 3521
Facsimile (03) 366 3188
Property:
*Ce*ri Bain, BPA, APINZ
Peter Schellekens, B FOR SC, DIP VPM, SPINZ, ANZIV
Trish Lowe, BCOM (VPM) (RURAL & URB), SPINZ
Malcolm Penny, BCOM (VPM), P G DIP COM, APINZ
Bob Churcher BSURV(DISTINCTION), MPROP, MNZIS
Martien van Aken, BSC
Asset Management Planning:
Paul Wells-Green, BSC, BE (HONS) (CIVIL), ME, C ENG, MICE, MIPENZ
Michael Mason, B ARCH(HONS), MNZIA
*Jo*ris Van *Nistelrooij*, BSc(Arch) (Real Estate)
Lleuarne Polley
Plant, Machinery & Infrastructure:
Brian Kellett, C ENG, M I MECH E, MIPENZ, FPINZ
Marvin Clough, BE (ELEC)
Jan Staal, BE(MECH), CPENG, (INTPE), MIPENZ, APINZ
Alistair Thomson, BE(CIVIL), MAPPSC, APC P&M VALUATION, CENG, MICE, MIPENZ

CB RICHARD ELLIS LIMITED
REGISTERED VALUERS, PROPERTY CONSULTANCY, RESEARCH, PROPERTY MANAGEMENT, LICENCED REAL ESTATE AGENTS
Level 9, PricewaterhouseCoopers Tower
188 Quay Street, Auckland
PO Box 2723, Auckland
Phone: (09) *355* 3333
Facsimile: (09) 359 5430
Email: firstname.surname@cbre.co.nz
Valuation & Advisory Services:
Brent *McGregor* SPINZ
Graeme Jarvis, DIP URB VAL, ANZIV, SPINZ
Tim Arnott, B.COM (VPM), MPINZ
Patrick Ryan, BBS, ANZIV, SPINZ
Michael Gunn, B.COM (VPM), MPINZ
Campbell Stewart, B.PROP, MPINZ
David *Woolley*, BBS (VPM)
Brook Pilkington, B.COM, B.PROP, MSRE
Nicole Roche, B.PROP, B.COM (HONS.)
Leeane Gregory, B.PROP, ANCBC
Martin Boys, B.PROP
Hotels & Leisure Valuation:
John Schellekens, SPINZ
Shaun Jackson, BPA, MPINZ
Plant & Machinery Valuation:
Mike Morales, SPINZ
Research:
Zoltan Moricz, MA (HONS), DIP BUS ADMIN (FINANCE)
Glyn Nelson, B.COM, B.PROP, GRAD. DIP. COM (FIN), MS REAL ESTATE

COLLIERS INTERNATIONAL NEW ZEALAND LIMITED
VALUERS, LICENSED REAL ESTATE AGENTS AUCTIONEERS, PROJECT AND PROPERTY MANAGERS
Level 27,151 Queen Street, Auckland.
PO Box 1631, Auckland.
Phone (09) 358 1888
Facsimile (09) 358 1999
Email Firstname.Sumame@colliers.com
Website www.colliers.co.nz
Alan McMahon, ARENIZ, FRICS, MPINZ
Ron Macdonald, FRICS, ANZIV, SPINZ
S Nigel Dean, DIP URB VAL, FNZIV, FPINZ, AREINZ
Jack W Charters, FNZIV, AREINZ, FPINZ

Samantha Harsveld, BPROP, ANZIV, SPINZ
Mark McNamara, ANZIV, SPINZ, AREINZ
Rochelle Carson, BCOM, BPROP
Michael *Granberg*, BCOM, BPROP
Stephen Kidd, BCOM (VPM), PG DIP (COM)
Matthew Ryan, BBS (VPM)
Chris Bennett, BPROP

DAVIES VALUATIONS LTD
REGISTERED VALUERS & PROPERTY CONSULTANTS
29 William Pickering Drive
PO Box 302-730, North Harbour
Auckland 1330
Phone (09) 414 7170
Facsimile (09) 4147180
Mob (0274) 953 163
Email: alan@daviesvaluations.com
Alan Davies, DIP. URB VAL, SPINZ
Rod Coradine, DIP URB VAL, SPINZ

DARROCH VALUATIONS LTD
CONSULTANTS & VALUERS IN PROPERTY
Cnr Shea Tce & Taharoto Road,
Takapuna, Auckland
PO Box 33-227, Takapuna, Auckland.
Phone (09) 486 1677
Facsimile (09) 486 3246
Email: enquiries@darrochvaluations.com J D Darroch, FNZIV, FPINZ
N K Darroch, FNZIV, FPINZ
W W *Kerr*, DIP VFM, FNZIV, FPINZ
H J Blincoe, DIP UV, FNZIV, FPINZ, AREINZ
R G Hawkes, ANZIV, FAMINZ (ARB/MED), FPINZ
M J Holcroft, B PROP, APINZ
A J Batley, SPINZ
J P Williams, BBS, SPINZ
R Sentch, BBS, NZCLS

DTZ NEW ZEALAND LIMITED MREINZ
REGISTERED VALUERS, PROPERTY CONSULTANTS, REAL ESTATE AGENTS, PROPERTY & FACILITY MANAGEMENT
Level 16, Auckland Club Tower,
34 Shortland Street, Auckland
PO Box 3490, Shortland Street, Auckland
Phone (09) 309 3040
Fax (09) 309 9020
Email: auckland@dtz.co.nz
R A Albrecht, DIP URBVAL, DIP TP, SPINZ
R Clark, BCOM (VPM), APINZ
W D Godkin, SPINZ
R J Impson, BBS (VPM), APINZ
C P Johnston, BCOM (VPM) D
M King, BPA, MPINZ
D M Koomen, BBS (VPM), SPINZ
S B Molloy, DIP URB VAL, FPINZ
L M Parlane, BBS, SPINZ
J Chua, B PROP, BCOM
W Robberts, NDPV, APINZ
C White, B PROP
G Loraine, B PROP
Hotel, Hospitality and Tourism D E Bower DIP URB VAL, SPINZ, AREINZ
Plant and Equipment
D M Field, SPINZ
R *Bailey*, NZCE, REA, SPINZ
P Todd, BPA, SPINZ, ARICS
Property Management/Services
A Potter, MRICS
S Philp, RIGS, MPINZ
S *Kelly*, BBS (VPM), MPINZ
B Johanson, PROPERTY MANAGER
A Roskruge, MPINZ
Real Estate
K Richards, AGENCY MANAGER
Research
I E Mitchell, MBS (PROP STUDIES), B AG SCI, DIP URB ADMIN, SPR (NZ), MPINZ
I Matich, B PROP

DUFFILL WATTS & HANNA LTD
PLANT, MACHINERY & BUILDING VALUERS
382 Manukau Road, Auckland.
PO Box 26 221, Auckland.
Phone (09) 630 4882
Facsimile (09) 630 8144
Manager:
Don Tomlinson, HNC, NZCE (MECH), SPINZ

EYLES McGOUGH LIMITED
REGISTERED VALUERS & INDEPENDENT PROPERTY ADVISORS
Level 5, 59-67 High Street, Auckland.
PO Box 5000, Auckland.
Phone (09) 379 9591
Facsimile (09) 373 2367
Email info@eylesmcgough.co.nz

Gerry Hilton, FNZIV, FPINZ
Robert Yarnton, ANZIV, SPINZ
Roger Ganley, ANZIV, SPINZ
Consultants:
Russell Eyles, FNZIV, FPINZ
R M *McGough,* LNZIV, LPINZ

GRIBBLE CHURTON TAYLOR LIMITED
REGISTERED VALUERS, PROPERTY CONSULTANTS & ARBITRATORS
Level 7, 70 Shortland street
Auckland
PO Box 894, Auckland.
Phone (09) 373 4990
Facsimile (09) 303 3937
Email gct@gctvaluers.co.nz
Lain W G*ri*bble, DIP URB VAL, DIP BUS STD (DISP RES), FNZIV, AAMINZ, FPINZ
John A Churton, DIP VAL, ANZIV, SPINZ
Matthew Taylor, BPA, ANZIV, SPINZ
Pat*ri*ck Foote, BPA, ANZIV, SPINZ
Richard Lawson, B PROP

JON GASKELL VALUERS LTD
REGISTERED VALUERS
180 Vipond Road, Stanmore Bay.
PO Box 75, Red Beach.
Phone (09) 428 0608
Facsimile (09) 428 0609
Email: jon@gaskell.co.nz
Website: wwwgaskell.co.nz
Jon Gaskell, DIP URB VAL, DIP VPM, ANZIV, SPINZ

HOLLIS & SCHOLEFIELD
REGISTERED VALUERS & PROPERTY CONSULTANTS
54 Queen Street, Warkworth.
PO Box 165, Warkworth.
Phone (09) 425 8810
Facsimile (09) 425 7732
Email: hswark@xtra.co.nz 197 Rodney Street, Wellsford. PO Box 121,Wellsford.
Phone (09) 423 8847
Facsimile (09) 423 8846
Email: hswell@xtra.co.nz
R G Hollis, DIP VFM, FMZSFM, SPINZ, SPINZ
G W H Scholefield, DIP VFM, FNZIV, FPINZ S A *Jack,* BCOM VPM, ANZIV, SPINZ
G B Nicholl, B APPL SC, DIP BUS MKTG

MITCHELL KEELING & ASSOCIATES LTD
REGISTERED VALUERS & PROPERTY CONSULTANTS
153 Lake Road, Takapuna, Auckland.
PO Box 33676, Takapuna, Auckland.
Phone (09) 445 6212
Facsimile (09) 445 2792
Email mithikee@xtra.co.nz
J B Mitchell, VAL PROF, ANZIV, SPINZ
C M Keeling, BPA, ANZIV, SPINZ

NEIL PROPERTIES LIMITED
1 Nugent Street, Grafton
PO Box 8751 Symonds Street, Auckland.
Phone (09) 918 6565
Facsimile (09) 918 6564
Email painsworth@neilgroup.co.nz
Phil *Ainsworth*

JONES LANG LASALLE LIMITED
VALUATION, CORPORATE REAL ESTATE SERVICES, RESEARCH & CONSULTANCY
Level 16, PricewaterhouseCoopers Tower,
188 Quay Street, Auckland
PO Box 165, Auckland.
Phone (09) 366 1666
Facsimile (09) 358 5088
A J Harris, BSC, BPA, DIP MAN, DIP BUS (FIN), MPINZ
Email athur.harris@ap.joneslanglasalle.com
D B Humphries, MPA, SPINZ, ANZIV
Email
dean.Humphries@ap.joneslanglasalle.com

PREMIUM PROPERTY MANAGEMENT LTD
COMMERCIAL PROPERTY SPECIALISTS, BODY CORPORATES & MEDICAL CENTRES
Full Service Inc: Maintenance, Compliance, Fire Regulations, Insurance, landscaping
Level 4, Jonmer Business Centre,
95 Hurstmere Road, Takapuna.
PO Box 33-846, Takapuna.
Phone (09) 444 1333
Facsimile (09) 489 9460
Email carl@premprop.co.nz

PRENDOS LIMITED
REGISTERED VALUERS, BUILDING & QUANTITY SURVEYORS, ACOUSTIC AND DISPUTE RESOLUTION CONSULTANTS
34 Barry's Point Road, PO Box 33 700, Takapurna, Auckland, New Zealand
Phone'09) 486 1973
0800 PRENDOS or 0800 773 636
Facsimile (09) 486 1963
Email prendos@prendos.co.nz
Web wwwprendos.co.nz
Directors
Greg O'Sullivan, MNZIBS, MNZIQS, MNZIOB, FAMINZ, (ARB/MED), DIPBUS STUDIES (DISPUTE RESOLUTION), ADVANCED LEADR PANEL (MED), ARBITRATORS' AND MEDIATORS' INSTITUTE OF NEW ZEALAND PANEL (ARBIMED), BRANZ ACCREDITED ADVISER, REGISTERED BUILDING SURVEYOR AND QUANTITY SURVEYOR
Trevor Prendergast
Gordon Edginton, B.COM, ANZIV, SPINZ, REGISTERED VALUER
Philip O'Sullivan, BE (HONS), MNZIBS, BRANZ ACCREDITED ADVISER, REGISTERED BUILDING SURVEYOR
Valuers Associates
Gavin *Broadbent*, BBS, REGISTERED VALUER
Tony Carlyle, AREINZ, VALUER
Alan *Kroes*, DIPPROP VAL, MIVSA, SACV, VALUER
Alan Mitchell, BPPROP, VALUER
Louis *De* Jager SACPVP, VALUER
Tim Lainson, BSC MRICS IRRV VALUER
Building Consultant Associates
Ken McGunnigle, BSC, (HONS), M PHIL (ACOUSTICS), ACOUSTICIAN, CHARTERED BUILDER, CHARTERED QUANTITY SURVEYOR, ANZIQS, MNZIOB, BRANZ ACCREDITED ADVISER, REGISTERED BUILDING SURVEYOR
Richard Maiden, BSC, MNZIOB, ANZIQS, AAMINZ BUILDING CONSULTANT, QUANTITY SURVEYOR
Sean O'Sullivan, MNZIBS, BRANZ ACCREDITED ADVISER, REGISTERED BUILDING SURVEYOR
Mark Williams, BSC (BUILDING SCIENCE), MNZIBS, REGISTERED BUILDING SURVEYOR
Sean Marshall, BSC (BUILDING SCIENCE), MRICS, CHARTERED BUILDING SURVEYOR
Garrett Butt, MSC (TECH) HONS, PHD, BUILDING SURVEYOR.

PROPERTY FOR INDUSTRY LIMITED (PFI)
INDUSTRIAL PROPERTY INVESTMENT
Level 26 Pricewaterhouse Coopers Tower, 188 Quay Street, PO Box 3984, Auckland.
Phone (09) 302 0217
Facsimile (09) 302 0218
Web wwwpfi.co.nz
General Manager: Ross Blackmore

QUOTABLE VALUE LIMITED
REGISTERED VALUERS
Auckland Office
Level 1, 60-64 Upper Queen Street PO Box 3698 Shortland Street, Auckland
Phone: (09) 375 3828
Fax: (09) 375 3820
Email: aucklandvaluations@gvco.nz
Kerry Stewart, VAL PROF URB, PG DIP ENV AUDIT, MBA, ANZIV, SPINZ
Glenda Whitehead, ANZIV, SPINZ
Linda *Holdaway*, ANZIV, SPINZ
Hugh Robson, APINZ, SPINZ
Nelson Chamberlain, FNZIV, FPINZ
Michael Blair ANZIV, SPINZ
William Liew, REG VAL, MPINZ
Malinda Baird, REG VAL, MPINZ
Trinette *Giborees*, REG VAL, MPINZ
Renee Findlay, BBS (VPM)
Irene Phang, BPROP, BCOM
Salunja Kottege, BPROP
Alecia *Baker*, BCOM (VPM)
Myra van *der Maagderberg*, BBA (MER)
Sally Zhang, BPROP, BCOM

R A PURDY & CO LTD
REGISTERED VALUERS & PROPERTY CONSULTANTS
1 C Olive Road, Penrose, Auckland. PO Box 87 222, Meadowbank, Auckland.
Phone (09) 525 3043
Facsimile (09) 571 0735
Email: valuer@rapurdyco.nz
Richard A Purdy, VAL PROF URB, ANZIV, RVF, SPINZ
Dana A McAuliffe, VAL PROF URB, ANZIV SPINZ
Rene J McLean, B PROP, MPINZ, REG VAL
Yue Wang, B PROP
David Kobus, NDPV (SACV)

ROBERTS MCKEOWN & ASSOCIATES LIMITED
REGISTERED VALUERS & PROPERTY CONSULTANTS
Level 7, 121 - 123 Beach Road, Auckland Central, P 0 Box 37544, Parnell, Auckland
Phone (09) 300 7400
Facsimile (09) 300 7402
Email office@robmck.co.nz
A D Roberts, DIP VAL, ANZIV SPINZ
K G McKeown, DIP VAL, ANZIV, SPINZ
R J Pheasant, DIP URB VAL, AREINZ, ANZIV, SPINZ

SIMPSON GRIERSON
Level 13, Simpson Grierson Building
92-96 Albert Street, Auckland
Ph: (09) 358 2222
Website: www.sglaw.co.nz

SOMERVILLES VALUERS LTD
REGISTERED VALUERS & PROPERTY ADVISORS
Office Park, 218 Lake Road, Northcote.
PO Box 36 030, Auckland 1330.
Phone (09) 480 2330
Facsimile (09) 480 2331
Email somval@ihug.co.nz
Bruce W Somerville, DIP URB VAL, ANZIV, AREINZ, SPINZ
Arthur Appleton, DIP URB VAL, FNZIV, FPINZ
Allen Keung, BPROP, APINZ
Philip Greig, BBS (VPM)
Stuart Handley, B.COM.AG, ANZPI

TELFERYOUNG (AUCKLAND) LTD
VALUERS PROPERTY ADVISORS
Level 8, 369 Queen Street, Auckland.
PO Box 5533, Auckland. DX CP25010
Phone (09) 379 8956
Facsimile (09) 309 5443
Email
telferyoung@auckland.telferyoung.com
R Peter Young, BCOM, DIP URB VAL, FNZIV (LIFE), LPINZ
M Evan *Gamby*, M PROP STUD (DIST), DIP URB VAL, FNZIV, FPINZ
Lewis Esplin, DIP URB VAL, FNZIV, FPINZ
Trevor M Walker, DIP VAL, ANZIV, SPINZ
Ian D Delbridge, ANZIV, SPINZ
David J Regal, BPA, ANZIV, AAMINZ, SPINZ
Tim E Nicholson, BPROP, APINZ
Phil White, BPA, ANZIV SNZIV
Regan Johns, B COM (VPM)
Glenn *Dyer*, BBS (REAL ESTATE) VALUER

SEAGAR & PARTNERS
PROPERTY CONSULTANTS & REGISTERED VALUERS
City Office:
Level 9, 17 Albert Street, Auckland.
Phone (09) 309 2116
Facsimile (09) 309 2471
Email @seagars.co.nz
Manukau Office:
22 Amersham Way, Manukau City.
Phone (09) 262 4060 PO Box 76 251, Manukau City.
Facsimile (09) 262 4061
Email @seagarmanukau.co.nz
Botany Office:
318 Ti Rakau Drive, Botany, PO Box 258 032 Greenmount.
Phone (09) 53271 3820
Facsimile (09) 271 3821
Email @seagarbotany.co.nz
C N Seagar, DIP URB VAL, FNZIV, FPINZ
M A Clark, DIP VAL, FNZIV, FPINZ
A J Gillard, DIP URB VAL, FNZIV, FPINZ I R McGowan, BCOM (VPM), ANZIV, SPINZ W G Priest, B AG COM, ANZIV, SPINZ
I R Colcord, BPROP ADMIN, ANZIV, SPINZ M D Hardie, FNZIV, FPINZ
R D Quinlan, BRA, DIP BUS (FIN), ANZIV, SPINZ, S D MacKisack, BAGR, SPINZ, ANZIV
A R *Buckley*, BPR, ANZIV, SPINZ
P S Beasley, ANZIV, SPINZ
M *Brebner*, BPS, SPINZ
K E Moss, BPROP, APINZ
R G Clark, DIP AG I, II (VFM), ANZIV, SPINZ
C N Brownie, BPROP, APINZ
A J Farrelly, BPROP, APINZ
C Cheung, B PROP, G DIP COM (FINANCE), MPINZ J Wright, BBS (VPM), MPINZ
L Lin, B PROP, APINZ
K Beckett, B PROP, B COM, APINZ S D Keenan, BA, B PROP, APINZ, MPINZ *C Mountford*, B PROP, ANZIP
C Cheng, B PROP, G DIP COM (FINANCE), MPINZ J L Langstone, SPINZ
M Marsh, B PORP, B COM, MPINZ

SHELDONS

SHELDON AND PARTNERS LTD
REGISTERED VALUERS & PROPERTY CONSULTANTS
Vero Building, Ground Floor,
12-14 Northcroft Street, Takapuna, Auckland.
PO Box 33 136,Takapuna, Auckland.
Phone (09) 303 4378 Central
(09) 486 1661 - North Shore
(09) 836 2851 - West Auckland
(09) 276 1593 - South Auckland
(09) 426 2661 - Hibiscus Coast
Facsimile (09) 489 5610
Email valuers@sheldons.co.nz
Directors:
A S McEwan, DIP UV, FNZIV, FPINZ
B R Stafford-Bush, BSC, DIP BIA, ANZIV, SPINZ G W Brunsdon, DIP VAL, ANZIV, SPINZ
Consultants:
J B Rhodes, ANZIV, SPINZ
B A Cork, DIP UV, AREINZ, ANZIV, SPINZ
T McCabe, BPA, ANZIV, SPINZ
P A Sherrock, BPROP, ANZIV, SPINZ
P K Freeborn, BBS, APINZ
G M Hardwick, DIP VAL, ANZIV, SPINZ J Clark, BPA, ANZIV
A Pope, BBS, MPINZ
A McDonald, ANZIV, SPINZ R Jones, BCOM (VPM), MPINZ N Westerkamp, BPROP
P Wilson, BA BPROP MPINZ
Valuers:
M L *Kuper*, B APPLSC (RVM), GR DIP UV
A C Keighley, BCOM (VPM)
M Zhao, BPROP, BCOM
K Vulinovich, BPROP
J Williams, BCOM, BPROP
M Hall, BPROP
G Mao, BBS (VPM)

STRATEGY FOR PROPERTY LIMITED
(FORMERLY PETER J MAHONEY & COMPANY LIMITED)
CORPORATE AND TRUST ADVISOR, ARBITRATOR AND REGISTERED VALUER.
PO Box 29 181, Greenwoods Corner
Epsom, Auckland
Phone(09)6315780
Facsimile (09) 631 5782
Email s4p@xtra.co.nz
Principal: P j *Mahoney* FNZIV, FPINZ, AAMINZ

THOMPSON & CO LTD
REGISTERED VALUERS & PROPERTY CONSULTANTS
Level 1, 1 Elizabeth Street (opposite Courthouse), Warkworth, Auckland.
PO Box 99 Warkworth, Auckland.
Phone (09) 425 7453
Facsimile (09) 425 7502
Mobile (0274) 949 211
Simon G Thompson, M PROP STUDIES, DIP URB VAL, ANZIV, SPINZ

SOUTH AUCKLAND

CB RICHARD ELLIS LIMITED
REGISTERED VALUERS, PROPERTY CONSULTANCY, RESEARCH, PROPERTY MANAGEMENT, LICENCED REAL ESTATE AGENTS
26-30 Vestey Drive, Mt Wellington, Auckland
PO Box 11-2241, Penrose, Auckland
Phone: (09) 573 3333
Facsimile: (09) 573 3330
Email: firstname.surname@cbre.co.nz
Valuation & Advisory Services:
Stephen Dunlop, B.PROP, MPINZ
David Cook, B.COM, B.PROP, MPINZ
Plant & Machinery Valuation:
Mike Morales, SPINZ

GUY STEVENSON & PETHERBRIDGE LTD
REGISTERED VALUERS & PROPERTY CONSULTANTS
57A Cavendish Drive, PO Box 76 081, Manukau City.
Phone (09) 262 2190
Facsimile (09) 262 3830
Email valuers@gsp.gen.nz
2 Wesley Street, PO Box 753, Pukekohe.
Phone (09) 237 1144
Facsmilie (09) 237 1112
Email valuers@gsp.gen.nz
Ken Stevenson, DIP VFM, VAL PROF URB, FNZIV, FPINZ
Richard Peters, BBS, DIP BUS STUD, ANZIV, SPINZ

MARSH & IRWIN
REGISTERED VALUERS AND PROPERTY CONSULTANTS
Pukekohe Office:
13B Hall St, PO Box 89, Pukekohe
Phone (09) 238 6276
Facsimile (09) 238 3828
Email marirwin@ps.gen.nz
Papakura Office:
181 Great South Rd, Takanini
Phone (09) 298 3363 or (021) 683 363
Facsimile (09) 298 4163
Malcolm Irwin B AG COM, ANZIV, SPINZ
Andrew Hopping B COM (VPM), PG DIP COM
Robin Bennett B AG COM
Zane *Alexander* B APP SC (RVM)
Michael McDavitt, BBS (VPM)

PROGRESSIVE ENTERPRISES PROPERTY DEPARTMENT
80 Favona Road, Mangere
Private Bag 93306, Otahuhu.
Phone (09) 275 2788
Facsimile (09) 275 3074
Email Adrian.walker@progressive.co.nz
AM Walker, GENERAL MANAGER PROPERTY

THAMES / CDtW ANDEL

JIM GLENN
REGISTERED VALUER PROPERTY CONSULTANT
541 Pollen Street, Thames.
Phone (07) 868 8108
Facsimile (07) 868 8252
Mobile (0274) 727 697
Email: jgvaluers@xtra.co.nz
J Glenn, B AGR COM, FNZIV, FPINZ
Maria Stables-Page, BBS (VPM), APINZ

JORDAN VALUERS LTD
REGISTERED VALUERS & PROPERTY CONSULTANTS
516 Pollen Street, Thames,
PO Box 500, Thames.
Phone (07) 868 8963
Facsimile (07) 868 8360
Monk Street, Whitianga
Phone (07) 866 0929
Facsimile (07) 866 0929
Email: jordan&associates@xtra.co.nz *John Jordan*, VAL PROF RURAL, VAL PROF URB, ANZIV
Bernard Kerebs, DIP TCH, BPA VALUER

WAIKATO

ASHWORTH LOCKWOOD LTD
REGISTERED VALUERS, PROPERTY & AGRIBUSINESS CONSULTANTS
169 London Street, Hamilton.
PO Box 9439, Hamilton.
Phone (07) 838 3248 Facsimile (07) 838 3390 Email: Info@ashworthlockwood.co.nz
www. ashwo rthlockwo od. co. nz
R J Lockwood, DIP AG, DIP VFM, ANZIV, SPINZ
J R Ross, B AGR COM, ANZIV, MZNIPIM, AAMINZ, SPINZ
J L Sweeney, DIP AG, DIP VFM, ANZIV, SPINZ
L R Robertson, MZNIPIM, ANZIV, APINZ
I P Sutherland, BBS (VPM), SPINZ

ATTEWELL GERBICH HAVILL LIMITED
REGISTERED VALUERS & PROPERTY CONSULTANTS
Third floor, Countrywide Building Cnr Alma and Victoria Streets, Hamilton. PO Box 9247, Hamilton.
Phone (07) 839 3804 or 0800 VALUER
Facsimile (07) 834 0310
Email agh@aghvaluers.co.nz
Glenn Attewell, SPINZ
Wayne Gerbich, SPINZ
Michael Havill, SPINZ
Peter Smith, ANZIV, SPINZ
David Urlich, BCOM (VPM), APINZ
Steve Burgess, BCOM (VPM)
Michael *Jeffreries*
Alison Sloan, BCOM (VPM), ANZIV
Julie Morgan

BRIAN HAMILL & ASSOCIATES LTD
REGISTERED VALUERS, PROPERTY CONSULTANTS
1010 Victoria Street, Hamilton.
PO Box 9020, Hamilton.
DX GB22006 Victoria North
Phone (07) 838 3175
Facsimile (07) 838 2765
Email info@hamillvaluers.co.nz
Website www.hamillvaluers.co.riz
Brian F Hamill, VAL PROF, ANZIV, AREINZ, AAMINZ, SPINZ
Kevin *F O'Keefe*, DIP AG, DIP VFM, ANZIV, SPINZ

CURNOW TIZARD LIMITED
VALUERS MANAGERS ANALYSTS
(Incorporating Ford Snelgrove Sargeant)
Accredited Suppliers for Land Information NZ
42 Liverpool Street, Hamilton.
PO Box 795, Hamilton.
Phone (07) 838 3232
Facsimile (07) 839 5978
Email curtiz@clear.net.nz
Geoff Tizard, B AG COM, AAMINZ (ARB), ANZIV SPINZ
Phillip *Curnow*, FNZIV, FAMINZ (ARB), FPINZ
David Henshaw, DIP VFM, FNZIV, FPINZ
David Smyth, DIP AG, DIP VFM, FNZIV, FPINZ
Matt *Snelgrove*, BBS, ANZIV, SPINZ
Mike Beattie, ANZiv
Nick Dawson, B PROP
Land Rights Analyst: Richard Barnaby

DARRAGH, FERGUSSON & GREEN
REGISTERED VALUERS, PROPERTY CONSULTANTS
Toll Free Phone 0800 922 122
FERGUSSON AND GREEN LIMITED
Russell Fergusson, REG VALUER, ANZIV SPINZ, MBA
Geoff Green, DIP AG, DIP VFM, REG VALUER, ANZIV, SPINZ
Morrinsville
278 Thames Street
Ph: (07) 889 5990
Fax: (07) 889 5997
Matamata
37 Arawa Street
Ph: (07) 888 5014
Fax: (07) 888 5010
Whitianga
26 Lee Street
Ph: (07) 867 1475
Fax: (07) 867 1475
DARRAGH VALUATIONS LIMITED John Dararagh, DIP AG,DIP VFM, REG VALUER, ANZIV, SPINZ
Te Awamutu
31 Bank Street
Ph: (07) 871 5169
Fax: (07) 871 5162
Cambridge
32 Victoria Street
Ph: (07) 827 5089
Fax: (07) 827 8934
Otorohanga
27 Manipoto Street
Ph: (07) 873 8705
Fax: (07) 871 5162

DTZ NEW ZEALAND LIMITED MREINZ
REGISTERED VALUERS, PROPERTY CONSULTANTS, REAL ESTATE AGENTS, PROPERTY & FACILITIES MANAGEMENT
219 Collingwood Street, PO Box 1442 Hamilton
Phone (07) 839 7491
Facsimile (07) 838 8390
Email hamilton@dtz.co.nz
S Newton, REGISTERED VALUER, ANZIV, SPINZ
R McLennan, BRANCH MANAGER, AREINZ
A Pracy, COMMERCIAL AGENCY, MREINZ

DYMOCK VALUERS & CO LTD
REGISTERED PUBLIC VALUERS
8 Beale Street, Hamilton.
PO Box 4013, Hamilton.
Phone (07) 839 5043
Facsimile (07) 834 3215
Mob (0274) 945 811
Email valuers@dymock.co.nz
Wynne F Dymock, DIP AG, ANZIV, SPINZ

PAUL BARNETT PROPERTY SERVICES LTD
PROJECT MANAGEMENT, BUILDING CONSULTANCY
PO Box 4327, Hamilton East.
Phone (07) 856 6745
Email pb.project.man@xtra.co.nz
PD Barnett, SPINZ, PINZ REG PROPERTY MANAGER & REG PROPERTY CONSULTANT, CPCNZ, NZBSI, NZCB & QS, REG COW, IQP, BRANZ ACCREDITED ADVISOR

QUOTABLE VALUE LIMITED
REGISTERED VALUERS
Hamilton Office
25 Te Aroha Street
PO Box 4135, Hamilton
Phone: (07) 853 5700
Fax: (07) 07 853 5709
Email: richard.allen@quotable.co.nz
Richard Allen, BBS, ANZIV, SPINZ
Rob Smithers, BBS
Paul Scown, BBS, APINZ, MNZIV
Louise *Haigh*, BBS
Ross *McFarlance*, BBS

TELFERYOUNG (WAIKATO) LTD
VALUERS PROPERTY ADVISORS
5 King Street, Hamilton.
PO Box 616, Hamilton.
Phone (07) 846 9030
Facsimile (07) 846 9029
Email telferyoung@waikato.telferyoung.com
Brian J Hilson, FNZIV, FRICS, FPINZ
Doug J Saunders, BCOM (VPM), ANZIV SPINZ
Roger B Gordon, BBS, ANZIV, SPINZ
Bill W Bailey, ANZIV, SPINZ, DIP VPM
Alecia Baker B COM (VPM)
Andrew Don, BBS (VPM), DIP BUS ADMIN
Angeline Loza, B APP SCI (RVM), DIP BUS (UV), REGISTERED VALUER
Liz Allan, BBS

KING COUNTRY

DOYLE VALUATIONS LTD
REGISITERED VALUERS & PROPERTY 1 CONSULTANTS
11 Sheridan St, PO Box 80, Te Kuiti
Phone (07) 878 8825
Facsimile (07) 878 8068
PO Box 416, Taumarunui,
Phone (07) 895 9049
Email adie.doyle@xtra.co.nz
Adrian P Doyle, BBS (VPM, MKTING), ANZIV, SPINZ

ROTORUA/BAY OF PLENTY

BAY VALUATION LTD
REGISTERED VALUERS AND PROPERTY CONSULTANTS
30 Willow Street, Tauranga.
PO Box 998, Tauranga.
Phone 0800 578 645
Facsimile (07) 578 6392
Email bayval@clear.net.nz
80 Main Road, Katikati.
Phone (07) 549 1572
126 Jellicoe Street, Te Puke
Bruce C Fisher ANZIV, SPINZ
Derek P Vane, ANZIV, SPINZ
*Michelle K Tie*rney, ANZIV, MPINZ
Ron B *Lander*, ANZIV, SPINZ, FPIA
Lana M Finlay, BBS, GRADUATE VALUER
Richard A Schrama, BBS, REGISTERED VALUER

BOYES CAMPBELL LTD
REGISTERED VALUERS (URBAN & RURAL)
Level 1, Phoenix House, Pyne Street, Whakatane.
PO Box 571, Whakatane.
Phone (07) 308 8919
Facsimile (07) 307 0665
Email boyes.campbell@xtra.co.nz
M j *Boyes*, DIP URB VAL, ANZIV, SPINZ
D R Campbell, VAL PROF URB & RURAL, ANZIV, SPINZ
K G James, DIP VFM, ANZIV SPINZ
M R Mckay, DIP AG, BBS

CLEGHORN GILLESPIE JENSEN LTD
REGISTERED VALUERS & PROPERTY CONSULTANTS
Quadrant House,
1277 Haupapa Street, Rotorua.
PO Box 2081, Rotorua.
Phone (07) 347 6001
Facsimile (07) 347 1796
Email CGJ@xtra.co.nz
G R Gillespie, FNZIV, FPINZ
M J Jensen, ANZIV, SPINZ
C James, BBS, MPINZ
M McKellow
W A Cleghorn Consultant, FNZIV, MNZIF, FPINZ

HILLS HADEN LTD
REGISTERED VALUERS & PROPERTY CONSULTANTS
40 Wharf Street, Tauranga.
PO Box 2327, Tauranga.
Phone (07) 927 7544
Facsimile (07) 927 7546
Email hills-haden@paradise.net.nz
R J Hills, B AG SC, ANZIV, SPINZ
C M King, ANZIV, SPINZ
A C Haden, B APPL SCI, DIP BUS, ANZIV, SPINZ J F Coulson, BBS, ANZIV, SPINZ

JENKS VALUATION LIMITED
REGISTERED VALUERS & PROPERTY CONSULTANTS
Rotorua:
Taylforth House, 1145 Pukaki Street, Rotorua
PO Box 767, Rotorua
Phone (07) 348 9071
Facsimile (07) 349 0640
Email: jenksval@xtra.co.nz
Taupo:
Phone (07) 378 1771
Whakatane:
Phone (07) 308 0464
Peter Jenks, FNZIV, FPINZ
Ken Parker, FNZIV, FPINZ, FAMINZ (ARB)

MIDDLETON VALUATION
REGISTERED VALUERS URBAN & RURAL PROPERTY CONSULTANTS
18 Wharf Street, Tauranga.
PO Box 455, Tauranga.
Phone (07) 578 4675
Facsimile (07) 577 9606
Email value@middleton.co.nz
Jellicoe Street, Te Puke.
Phone (07) 573 8220
Facsimile (07) 573 5617
John Middleton, B AG SC, ANZIV, MNZIAS, SPINZ
Alastair Pratt, ANZIV, SPINZ
Paul Higson, BCOM (VPM), APINZ
Tim Clark, BCOM (VPM)

PAUL BARNETT PROPERTY SERVICES LTD
PROJECT MANAGEMENT, BUILDING CONSULTANCY
PO Box 13179, Tauranga.
Phone (07) 544 2057
Email pb.project.man@xtra.co.nz
PD Barnett, SPINZ, PINZ REG PROPERTY MANAGER & REG PROPERTY CONSULTANT, CPCNZ, NZBSI, NZCB & QS, REG COW, IQP, BRANZ ACCREDITED ADVISOR

PROPERTY SOLUTIONS (BOP) LIMITED
REGISTERED VALUERS, MANAGERS, PROPERTY ADVISORS
405 Cameron Road, Tauranga.
PO Box 14014,Tauranga.
Phone (07) 578 3749
Facsimile (07) 571 8342
Email info@4propertysolutions.co.nz
43 Maranui Street, Mount Maunganui
Simon F Harris, B AG COM, ANZIV, SPINZ Phil *Pennycuick,* BCOM (VPM), ANZIV, SPINZ Harley Balsom, BBS (VPM), ANZIV, SPINZ Garth Laing, BCOM (VPM), ANZIV, SPINZ
Paul Smith, BBS (VPM), ANZIV, SPINZ
Mark Grinlinton, BCOM (VFM), ANZIV SPINZ
Anna Nixon, BBS (VPM), MPINZ

QUOTABLE VALUE LIMITED
REGISTERED VALUERS
Tauranga Office
18 First Avenue
Tauranga
Phone: (07) 577 7508
Fax: (07) 578 4885
Email: Christopher.boyd@quotable.co.nz
Christopher Boyd, BCOM (AG) VFM, ANZIV, SPINZ
Shayne Donovan-Grammer BBS (VPM) ANZIV, SPINZ
Russell *Oliver*, APINZ

PROPERTY STRATEGIES
PROPERTY MANAGERS AND ADVISERS
1231 Haupapa Street
PO Box 2121, Rotorua
Phone: (07) 346 0525
Fax: (07) 347 7769
E-Mail: joanne@propertystrategies.co.nz
Joanne *McCracken*, B COM (VPM), ANZIV, SPINZ

QUOTABLE VALUE LIMITED
Rotorua Office
1334 Hinemoa Street
PO Box 1544, Rotorua
Phone: (07) 349 4118, Fax: (07) 348 8706
Email: jeremy.wichman@qv.co.nz
Jeremy Wichman, B.AG.SC. DIP (VPM), MPINZ
Monica Quirke, BCOM, (VPM), ANZIV, SPINZ

REID & REYNOLDS LTD
REGISTERED VALUERS
1231 Haupapa Street, Rotorua.
PO Box 2121, Rotorua.
Phone (07) 348 1059
Facsimile (07) 347 7769
Tokoroa: (07) 886 6698
Email: valuer@randr.co.nz
Website: www.valuersrotorua.co.nz
Hugh Reynolds, DIP AG, FNZIV, FPINZ
Grant Utteridge, B.COM (VPM), FNZIV, FPINZ
Martyn Craven, ANZIV, SPINZ, MRICS (UK), MA (CANTAB)
Paddy Hayes, BBS (VALUATION), ANZIV, SPINZ
Sharon Hall, B COM (VPM), ANZIV, SPINZ
Kendall Russ, BCOM (VPM), ANZIV, SPINZ
Geoff Edmonds, BBS (VALUATION)

rA PO

DON TRUSS VALUATIONS LTD
REGISTERED VALUERS & PROPERTY CONSULTANTS
Level 1, Le Rew Building, 2-
8 Heu Heu Street, Taupo.
PO Box 1144, Taupo.
Phone (07) 377 3300 / (07) 377 3332
Facsimile (07) 377 2020
Mobile (0274) 928 361 / (0274) 829 029
Email dontruss@xtra.co.nz
DonTruss, DIP URB VAL, ANZIV, SPINZ
Alexander Keys, MPINZ, BBS VAL, PROP MGMT.

WITCH MORISON VALUERS LTD
REGISTERED VALUERS & ENGINEERS
29 Heuheu Street, Taupo.
PO Box 957, Taupo.
Phone (07) 377 2900 or (07) 378 5533
Facsimile (07) 377 0080
Email vmvl@xtra.co.nz
Bruce Morison, B E (CIVIL), MIPENZ, ANZIV, SPINZ
s James *Deitch*, DIP VFM, VAL PROF URB, FNZIV, FPINZ
Geoffrey Banfield, B AGR SCI, ANZIV, SPINZ
Richard Shrimpton, DIPVFM. ANZIV, APINZ
Gary Lopes, BBS, ANZIV, SPINZ

GISBORNE

VALUATION & PROPERTY SERVICES
BLACK, KELLY &TIETJEN REGISTERED VALUERS & PROPERTY CONSULTANTS
258 Childers Road, Gisborne.
PO Box 1090, Gisborne.
Phone (06) 868 8596
Facsimile (06) 868 8592
Graeme Black, DIP AG, DIP VFM, ANZIV, SPINZ
Roger Kelly, VP (URB), ANZIV, SPINZ
Graham Tietjen, DIP AG DIP VFM, ANZIV, SPINZ

QUOTABLE VALUE LIMITED
Gisborne Office
Level 3, North Tower, Quay Point Building
41 Reads Quay
PO Box 54
Gisborne
Phone: (06) 868 5103
Fax: (06) 868 4162
Email: bruce.cowper@quotable.co.nz
Bruce Cowper, B AGR COM, ANZIV, SPINZ MNZIPIM

LEWIS WRIGHT LTD
REGISTERED VALUERS, PROPERTY CONSULTANTS AND FARM SUPERVISORS.
139 Cobden Street, Gisborne.
PO Box 2038, Gisborne.
Phone (06) 867 9339
Facsimile (06) 868 6724
Email: lewis.wright@xtra.co.nz
Tim Lewis, B AG SC, MNZIPIM
Peter Wright, DIP VFM, ANZIV, SPINZ
Gordon Kelso, DIP VFM, FNZIV, FPINZ
Trevor Lupton, B HORT SC, MNZSHS, C.P. AG
John Bowen, B AG, DIP AG SCI (VAL), APINZ
Peter McKenzie, DIP VFM, ANZIV, SPINZ

HAWKES BAY

HARVEY COXON LTD
VALUATION SERVICES
200 Warren Street North, Hastings.
PO Box 232, Hastings.
Phone (06) 873 8989
Facsimile (06) 878 4166
Email harveys.hastings@airnet.net.nz
Jim Harvey, FNZIV, FPINZ, FREINZ
Terry Coxon, ANZIV, FREINZ, SPINZ
Paul Harvey, BBS, AREINZ, MPINZ
Bill Hawkins, DIP VFM, FNZIV, FPINZ
Kirsty Miller BBS (VPM), MPINZ
Also at
Napier (06) 835 7599
Taradale (06) 844 3002

TURLEY & CO LTD (TCL)
REGISTERED VALUERS, LINZ ACCREDITED
100 Raffles Street, Napier
P 0 Box 1045, Napier
Phone (06) 834 0012
Facsimile (06) 835 0036
Email independent@turleyco.nz
Pat Turley, BBS (VPM), ANZIV, SPINZ, AREINZ, REGISTERED VALUER
Wayne Smith, LINZ ACCREDITED, MPINZ

LOGAN STONE LTD
REGISTERED VALUERS & PROPERTY SPECIALISTS
301 Queen Street East, Hastings.
PO Box 914, Hastings.
Phone (06) 876 6401
Facsimile (06) 876 3543
Email: valuers@loganstone.co.nz
www.loganstone.co.nz
Roger M Stone, FNZIV, FPINZ
Frank E Spencer BBS (VPM), ANZIV, SPINZ, AREINZ
Boyd A Gross, B AGR (VAL), DIP BUS STD, ANZIV SPINZ

MORICE & ASSOCIATES LTD
REGISTERED VALUERS & CONSULTANTS
116 Vautier Street, Napier.
PO Box 320, Napier.
Phone (06) 835 3682
Facsimile (06) 835 7415 Email property@morice.co.nz Web www.morice.co.nz
Greg S Morice, BCOM AG (VFM), ANZIV, SPINZ
Mark H Morice, BCOM AG (VFM), DIP FORE, DIP ECOM, APINZ
Stuart *D Morice*, DIP VFM, FNZIV, MNZIF, FPINZ (CONSULTANT)
Brian G Sides, DIP (VFM), ANZIV, SPINZ
Aimee E Thompson, B.APPSC (RV MNGT)

QUOTABLE VALUE LIMITED
Napier Office
Level 2, East Tower, Dalton House
Hastings Street
PO Box 142, Napier
Phone: (06) 835 5795
Fax: (06) 835 8301
Email: bevan.pickett@gvco.nz
Bevan Pickett, B APPL SCI, VFM AG, APINZ

TELFERYOUNG (HAWKES BAY) LTD
VALUERS PROPERTY ADVISORS
1 Milton Road, Napier.
PO Box 572, Napier.
Phone (06) 835 6179
Facsimile (06) 835 6178
Email
telferyoung@hawkesb ay. telferyoung. com
M C Plested, FNZIV, FPINZ
M I *Penrose,* AAMINZ, FNZIV, FPINZ
T W Kitchin, BCOM (AG), ANZIV, SPINZ, MNZIPIM (REG)
D J Devane, BCOM (VPM), ANZIV, SPINZ
A D White, BBS (VPM), APINZ
A S Chambers, B AGR, ANZIV, SPINZ
W H Peterson, ANZIV, SPINZ

RAWCLIFFE & CO
REGISTERED VALUERS AND PROPERTY ADVISORS
70 Station Street, Napier.
PO Box 140, Napier.
Phone (06) 834 0105
Facsimile (06) 834 0106
Email email@rawcliffe.co.nz
Terry Rawdiffe, FNZIV
Grant Aplin, BCOM (VPM), APINZ
Paul Bibby, BCOM (VPM), APINZ

SNOW WILKINS LTD
VALUERS & PROPERTY ADVISORS
204 Queen Street East, Hastings.
PO Box 1200, Hastings.
Phone (06) 878 9142
Napier (06) 838 0001
Facsimile (06) 878 9129
Email valuer@snowwilkins.co.nz
Kevin Wilkins, VFM, DIP AG, APINZ
Tim Wilkins, B AG, DIP BUS STD, APINZ
Roger Wiffin, RESOURCE CONSENT PLANNER

VALUATION PLUS LIMITED
REGISTERED VALUER & PROPERTY CONSULTANTS
PO Box 8650, Havelock North
43 Te Mata Road, Havelock North.
Phone(06)8771515
Facsimile (06) 877 1516
Web www.valuationplus.co.nz
Ton Remmerswaal, BBS, ANZIV, SPINZ

TARANAKI

STAPLES RODWAY
78 Miranda Street, Stratford.
PO Box 82, Stratford.
Phone (06) 765 6019
Facsimile (06) 765 8342
Email stfd@staplestaranaki.co.nz
R Gordon, DIP AG, DIP VFM, ANZIV, MREINZ, MNZFM, FAMINZ

HUTCHINS & DICK LIMITED
VALUATION & PROPERTY
"OneYoung" @ 3 Young Street
P 0 Box 321, New Plymouth
Phone (06) 757 5080
Facsimile (06) 757 8420
Email info@hutchinsdick.co.nz
Website: www.hutchinsdick.co.nz
Also offices at:
121 Princes Street, Hawera,
and Broadway, Stratford.
Frank Hutchins, DIP URB VAL, FNZIV, FPINZ
021 970 935
Max Dick, DIP AGR, DIP VFM, ANZIV, SPINZ, MNZIPIM
Tim Penwarden, BBS (VPM), APINZ
Craig Morresey, B APPL SC
Roger Lamplough, BBS (VPM)

QUOTABLE VALUE LIMITED
NEW PLYMOUTH OFFICE
Level 3, Westpac Building
Corner Devon & Currie Streets
PO Box 322
New Plymouth
Phone: (06) 759 0650
Fax: (06) 759 0665
Email: gvnewplymouth@gvco.nz
Bill Charteris, DIP VFM, SPINZ
Danny *Grace,* BBS MARKETING C M Bigham, BBS (VPM), ANZIV, SPINZ A S Welch, BAGSCI, ANZIV, SPINZ

TELFERYOUNG (TARANAKI) Limited
VALUERS PROPERTY ADVISORS
143 Powderham Street, New Plymouth.
PO Box 713, New Plymouth.
Phone (06) 757 5753
Facsimile (06) 758 9602
Public Trust Office, High Street, Hawera.
Phone 0800 Valuer (0800 825 837)
Email telferyoung@taranaki.telferyoung.com
J P Larmer FPINZ (LIFE), FNZIV (LIFE), MNZIPIM (REG), FAMINZ (ARB)
I D Baker VP URB, ANZIV, SPINZ
M A Myers, BBS (VPM), ANZIV, SPINZ
R M Malthus, DIP VFM, DIP AGR, VP URB, FNZIV, FPINZ
S W Hodge, B PROP ADMIN, MPINZ
M R *Drew*, BBS (VPM)
A G Boon, B PROP

WANGANI

BYCROFT PETHERICK LTD
REGISTERED VALUERS & ENGINEERS, PROPERTY MANAGEMENT CONSULTANTS
86 Victoria Avenue, Wanganui.
Phone (06) 345 3959
Facsimile (06) 345 9295
Email office@bplgroup.co.nz
Derek J Gadsby, BBS, ANZIV,SMPINZ
Robert S Spooner, BBS, SMPINZ

GOUDIE & ASSOCIATES
VALUATION & PROPERTY SERVICES
20 Bell Street, PO Box 156, Wanganui.
Phone (06) 345 7815
Facsimile (06) 347 9665
Email: russgoudie@xtra.co.nz
Russ Goudie, DIP VFM, AGRIC, FNZIV, FPINZ

MORGANS PROPERTY ADVISERS
REGISTERED VALUERS AND PROPERTY CONSULTANTS
3 Bell Street
PO Box 178, Wanganui
Phone (06) 347 8448
Facsimile (06) 347 8447
Mobile (0274) 491 311
Email: morganval@inspire.co.nz
Ken D Pawson, ANZIV, SPINZ, MNZIPIM
Adrienne M Young, BCM, DIP BUS STUDIES (PROP VALUATION)
Fiona R Dalgety, BBS (VPM)
Robert D Boyd

PALMEHSTON NORTH

BLACKMORE & ASSOCIATES LTD
PROPERTY VALUERS CONSULTANTS - MANAGERS
Level 1, Cnr 617 Main Street & Victoria Avenue, Palmerston North.
PO Box 259, Palmerston North.
Phone (06) 357 2700
Facsimile (06) 357 1799
Email name@blackmores.co.nz
G j *Blackmore*, FNZIV
H G Thompson, ANZIV, AREINZ, SPINZ
B D Mainwaring, BBS, ANZIV, SPINZ
B D Lavender, BCOM (VPM), ANZIV, AREINZ, SPINZ
P j Loveridge, B AG COM, ANZIV, SPINZ
Garry Dowse, FNZIV, FPINZ, AREINZ

HOBSON WHITE LTD
REGISTERED VALUERS, PROPERTY MANAGERS & ADVISORS
Northcote Office Park, 94 Grey Street,
PO Box 755, Palmerston North.
Phone (06) 356 1242
Facsimile (06) 356 1386
Email: enquiries@hobsonwhite.co.nz
Brian E White, FNZIV, FPINZ
Neil H Hobson, ANZIV, SPINZ, MNZIPIM
Martin A Firth, ANZIV, SPINZ
Stephen W Bird, ANZIV, SPINZ

HSK REALTY LIMITED MREINZ
MEMBER OF KNIGHT FRANK GROUP
REGISTERED VALUERS, PROPERTY CONSULTANTS, REAL ESTATE AGENTS, PROPERTY & FACILITIES MANAGEMENT, HOTEL/MOTEL CONSULTANTS
115 Princes Street, PO Box 1441,
Palmerston North
Phone (06) 357 3243
Facsimile (06) 356 5560
Email: Palmerston.north@knightframk.co.nz
B Kendrick, GENERAL MANAGER
K Kelliher LICENCEE AREINZ
Valuation
S Shi, VALUER, BBS, BE
D Marriott, COMMERCIAL/INDUSTRIAL C
Hawkey, BCOM AG, DIP BUS ADMIN, ANZIV M
Parr VALUER BBS G DIP (FIN)
J Morrison, VALUER BBS (VPM), (INT.BUS)
Property/Facilities Manager
M McDonald

LINCOLN G CHARLES & ASSOCIATES
PROPERTY VALUATION, RESEARCH & CONSULTANCY, PROPERTY MANAGEMENT & DEVELOPMENT, REAL ESTATE SERVICES
220 Broadway Avenue, PO Box 1594,
Palmerston North.
Phone (06) 354 8443
Fax (06) 354 8446
Mob: 027 440 6678
Email: lincolngcharles@inspire.net.nz
Lincoln Charles, BBS, ANZIV, SPINZ

MORGANS PROPERTY ADVISORS
REGISTERED VALUERS, PROPERTY ANALYSTS & MANAGERS
Level 1, State Insurance Building,
61-75 Rangitikei Street, Palmerston North.
PO Box 281, Palmerston North.
Phone 0800 VALUER or (06) 358 0447
Facsimile (06) 350 3718
Email morganval.pn@clear.net.nz
Paul van Velthooven, BA, BCOM, SPINZ,
mob 021 *360 257*
Andrew Walshaw, DIP AG, DIP F MGT, DIP VFM,
SPINZ, *mob 021 224 0210*
Jason Humphrey, B AG (VAL), PINZ,
mob 029 497 7323
Bianca Hopcroft, BBS (VPM, FINANCE)
mob: 029 453 6000

QUOTABLE VALUE LIMITED
Palmerston North Office
1st Floor, 234 Broadway Avenue
PO Box 242
Palmerston North
Phone: (06) 357 8058
Fax: (06) 354 8713
Email: tonyjones@quotable.co.nz
Tony Jones, ANZVIV, MPINZ
Mark Passey, BBS (VPM)
Corey Gooch, BBS (VPM)

FILCJINO

MORGANS PROPERTY ADVISORS
REGISTERED VALUERS, AGRICULTURAL CONSULTANCY SERVICE
NZ Post Building, PO Box 315, Feilding.
Phone 0800 VALUER or (06) 323 1455
Facsimile (06) 323 1447
Email morganval.fldg@clear.net.nz Ian
Shipman, B AG SC, MNZIPIM, CPAG, SPINZ,
ANZIV, Mob 0294 973 486
David Roxburgh, SPINZ, ANZIV, Mob 0294 *536 1*11

WAIRARAPA

WAIRARAPA PROPERTY CONSULTANTS LTD
REGISTERED VALUERS & FARM MANAGEMENT CONSULTANTS
28 Perry Street, Masterton.
PO Box 586, Masterson.
Phone (06) 378 6672
Facsimile (06) 378 8050
Email: office@propertyconsultants.co.nz
P J Guscott, DIP VFM, APINZ
M Clinton-Baker DIP VFM, ANZIV, APINZ
T D White, BCOM (VPM), APINZ
T M Pearce, BBS, AREINZ

WELLINGTON

BAYLEYS CAPITAL
COMMERCIAL LIMITED
COMMERCIAL AND INDUSTRIAL, RETAIL SALES AND LEASING AUCTIONS; PROPERTY MANAGEMENT; VALUATIONS AND CONSULTANCY.

Level 14, The Bayleys Building
Cnr Lambto Quay & Brandon St
PO Box 829, Wellington
Phone (04) 499 6022
Fax (04) 499 6975
Email wgtnc&i@bayleys.co.nz

Branch Manager
Rohan Hill
Property Management
Paul Hayes, *Phone* (04) 499 *6408*

Amc Rolle PRP
VALUATION SERVICES LIMITED

AXIOM ROLLE PRP
VALUATION SERVICES (WGTN) LTD
REGISTERED PROPERTY, PLANT AND MACHINERY VALUERS & PROPERTY CONSULTANTS

Level 7, 256 Lambton Quay
P.O. Box 384
Wellington
Phone: (04) 914 2800
Fax: (04) 914 2829
Email: wgtn@axiomrolleprp.co.nz
Website: www.axiomrolleprp.co.nz

See website *for personnel*

CB RICHARD ELLIS LIMITED
REGISTERED VALUERS, PROPERTY CONSULTANCY, RESEARCH, PROPERTY MANAGEMENT, LICENCED REAL ESTATE AGENTS

Level 12, ASB Tower
2 Hunter Street, Wellington
PO Box 5053, Wellington
Phone: (04) 499 8899
Facsimile: (04) 499 8889
Email: firstname.surname@cbre.co.nz

Valuation & Advisory Services:
William Bunt, SPINZ, ANZIV
Paul *Butchers,* BBS, SPINZ
Kathryn *O'Connor,* BBS (VPM), MPINZ
William *Grenfell,* BSC (HONS)
Residential Valuation:
Philip *Senior,* SPINZ
Plant & Machinery Valuation:
Mike Morales, SPINZ

COLLIERS INTERNATIONAL
(WELLINGTON VALUATION) LIMITED
PROFESSIONAL PROPERTY SERVICES, VALUATION & PROPERTY ADVISORY

Level 10, 36 Customhouse Quay
Po Box 2747, Wellington
Phone (04) 473 4413
Facsimile (04) 470 3902

Gwendoline PL Callaghan, FPINZ, FNZIV JT MANAGING DIRECTOR
Mike A Hors*ley*, VAL PROF (URB) FPINZ, FNZIV JT MANAGING DIRECTOR
Kellie A McKay, BBS (VPM), MPINZ, REG VAL
Nicole F Williams, BBS (VPM), MPINZ, REG VAL
Kate L Watts, BBS (VPM)
Kristin J Anthony, BBS (VPM)

DAVID SIMPSON VALUATIONS LIMITED
VALUATION & PROPERTY CONSULTANCY
98A BROUGHAM STREET, WELLINGTON.

P 0 Box 9006, Wellington.
Phone (04) 920 5770
Facsimile (04) 920 5771
Email: dsv@paradise.net.nz

David M Simpson, VAL PROF (URBAN), FNZIV, FPINZ

DTZ NEW ZEALAND LIMITED MREINZ
REGISTERED VALUERS, PROPERTY CONSULTANTS, REAL ESTATE AGENTS,

1 PROPERTY & FACILITIES MANAGEMENT
Level 10, State Insurance Tower, 1 Willis Street, PO Box 1545, Wellington
Phone (04) 472 3529
Facsimile (04) 472 0713
Email wellington@dtz.co.nz

M j Bevin, *General Manager,* BPA, FPINZ, AREINZ
Valuation
C W Nyberg, VAL PROF (URB), FPINZ, AREINZ
A G Stewart, BCOM, DIP URB VAL, FPINZ, A CI ARB

A P Washington, BCOM (VPM), SPINZ
N E Smith, BSC, MRICS, SPINZ
C A Patete, BBS (VPM), MPINZ
M Burroughs, BBS (VPM), SPR(NZ) A
Lomas, BBS (VPM), BA (BUS PSYCH) K
Blucher, DIP URB VAL, SPINZ
J Parker BBS (VPM), SPINZ
N Fenwick, BBS (VPM), MPINZ
T M Truebridge, B AGR (VAL), SPINZ, AREINZ
D Hume, BBS (VPM)
S Charles, BCOM (VPM)
Property Management
D Smith, Manager *Property* Management, BBS (VPM), DIP BUS STUDIES, MPINZ
N Bray, Senior Property Manager
P James, Senior Property Manager
C Raumati, BCOM (VPM), APINZ
J Vercoe, B PROP, MPINZ
C Pietersma, BBS (VPM) G DIP (FIN)
T Papps, *Property Manager*
L Price, Consultant
C Sinclair Consultant
B Smidt, *Property* Manager
P Sweeney, Property Manager
R Herring, B COM, VPM
B Simmonds, BBS, VPM
J Williams, BBS
Research
I E Mitchell, MBS (PROP STUD), B AG SCI, DIP BUS ADMIN, SPR(NZ), MPINZ
S *O'Malley,* MA M.PROP STUDS, SPR(NZ)
D *Secker* BA SPR(NZ)
Plant & Machinery E A
Forbes, DIP QS, SPINZ T
Pratt, SPINZ
R Slater MPINZ
D Smith, SPINZ

G T FOSTER & ASSOCIATES
REGISTERED PUBLIC VALUERS & PROPERTY CONSULTANTS
PO Box 57-085, Mana, Wellington.
Phone (04) 237 0053
Facsimile (04) 237 0054
Mobile (025) 846 548
Graeme Foster FNZIV, AREINZ

JONES LANG LASALLE LIMITED
VALUATION, CORPORATE REAL ESTATE SERVICES, RESEARCH & CONSULTANCY
Level 14, ASB Bank Tower,
2 Hunter Street, Wellington.
PO Box 10-343, Wellington.
Phone (04) 499 1666
Facsimile (04) 473 3300
E-mail: firstname.lastname@ap.jll.com
Andrew *Brown,* BCOM (VPM), ANZIV, SPINZ, AREINZ, MRICS
Graeme MacLeod, BBS (VPM), MPINZ
Mark Darling, BCOM (VPM)

LINDSAY WEBB VALUATIONS LTD
HUTT VALLEY SPECIALISTS
131 Queens Drive, Lower Hutt
Phone (04) 569 2095
Facsimile (04) 569 9280
Email: lindsaywebb@paradise.net.nz
Alan Webb, SPINZ
Bill Lindsay, SPINZ

NATHAN STOKES & ASSOCIATES
REGISTERED VALUERS, ARBITRATORS & PROPERTY CONSULTANTS
1st Floor, The Bakehouse,
6 Swan Lane, Te Aro
P 0 Box 6524, Te Aro
Phone (04) 384 1316
Facsimile (04) 384 1315
Email steve@capitalvaluer.co.nz
Website wwwcapitalvaluer.co.nz
Stephen M Stokes, ANZIV
Frits Stigter FNZIV, FANIZ

QUOTABLE VALUE LIMITED
Wellington Office
Level 3, QV HOUSE
163 Thorndon Quay
PO Box 5098
WELLINGTON
Phone: (04) 460 4419
Fax: (04) 473 8552
Email: max.meyers@quotable.co.nz
Max *Meyers,* MBA, M PROP STUDS, ANZIV, SPINZ
Pieter Geill, BBS (VPM), ANZIV, SPINZ
Kerry Buckeridge, MBA, ANZIV, SPINZ
Liz Keymer BBS (VPM)
Corey Gooch, BBS (VPM)

SIMPSON GRIERSON
Level 24, HSBC Tower
195 Lambton Quay, Wellington
Ph: (04) 499 4599
Website: www.sglaw co.nz

TELFERYOUNG (WELLINGTON) LTD
VALUERS PROPERTY ADVISORS
85 The Terrace, Wellington.
PO Box 2871, Wellington.
DX SP 23523.
Phone (04) 472 3683
Facsimile (04) 478 1635
Email telferyoung@wellington.telferyoung.com
C J Barnsley, BCOM (VPM), ANZIV, SPINZ
A J *Brady,* MBA, FNZIV, FPINZ
A L McAlister, LNZIV, LPINZ
M J Veale, BCOM (VPM), ANZIV, SPINZ
G Kirkcaldie, FNZIV, FPINZ
J H A McKeefry, BBS (VPM), DIP BUS (FIN), APINZ P
C Tomlinson, DIP AG (ZINC.), DIP VFM,
URBAN VAL (PROF.)

THE PROPERTY GROUP LIMITED
NATIONWIDE CORPORATE PROPERTY ADVISORS & NEGOTIATORS SPECIALISING IN PUBLIC LAND & INFRASTRUCTURAL ASSETS, 14 OFFICES NATIONWIDE
Level 10, TeRenCo Finance House, 86-96 Victoria Street, PO Box 2874, Wellington.
Phone (04) 470 6105
Facsimile (04) 470 6101
E-mail enquiries@propertygroup.co.nz
Website: wwwpropertygroup.co.nz

TILLER & CO LTD
REAL ESTATE CONSULTANTS & INDEPENDENT VALUERS
Level 17, Morrison Kent House,
105 The Terrace, Wellington.
PO Box 10 473, The Terrace, Wellington.
Phone(04)4711666
Facsimile (04) 472 2666
Kevin M Allan, FNZIV, FPINZ
Nicola R Bilbrough, SPINZ
Warwick J Tiller, SPINZ, ANZIV
Richard Wellbrook, B APPL SC, DIP, BBS (URB VAL) VALUER

TSE WALL ARLIDGE LIMITED
REGISTERED VALUERS & PROPERTY CONSULTANTS
19-23 Taranaki Street, Wellington.
PO Box 9447, Te Aro, Wellington.
Phone (04) 385 0096
Facsimile (04) 384 5065
Richard S Arlidge, ANZIV, SPINZ
Ken Tonks, ANZIV, SPINZ
Dale S Wall, ANZIV, SPINZ
Jeremy Simpson, BBS, MPINZ
Tim Stokes, BBS
Michael Atkins, REG P&M VALUER, ANZIM, SPINZ
Nikki O'Connor BBS MPINZ

U 5.. i H

ALEXANDER HAYWARD LTD
REGISTERED VALUERS, PROPERTY INVESTMENT DEVELOPMENT & MANAGEMENT CONSULTANTS
Level 1, Richmond House,
8 Queen Street, Blenheim.
PO Box 768, Blenheim.
Phone (03) 578 9776
Facsimile (03) 578 2806
Email: valuations@alexhayward.co.nz
A C (Lex) Hayward, DIP VFM, FNZIV, FPINZ, AAMINZ
David J Stark, BAG COM, ANZIV, SPINZ J
F Sampson, ANZIV, SPINZ
Bridget *Steele,* BBS, ANZIV, SPINZ

DUKE & COOKE LTD
VALUATION AND PROPERTY SPECIALISTS
FARM MANAGEMENT CONSULTANTS
42 Halifax Street, Nelson.
Phone (03) 548 9104
Facsimile (03) 546 8668
Motueka: Phone (03) 528 6123
Email admin@valuersnelson.co.nz
Peter M Noonan, FNZIV, FPINZ
Murray W Lauchlan, ANZIV, AREINZ, SPINZ
Dick Bennison, B AG COM, DIP AG, ANZIV, SPINZ, MZNIPIM
Barry A Rowe, BCOM (VPM), ANZIV, SPINZ
Marcus L O'Malley, BCOM (VPM), ANZIV SPINZ
Plant and Machinery Valuer:
Frederick W Gear, SPINZ

QUOTABLE VALUE LIMITED
Nelson Office
257 A QUEEN STREET
PO BOX 3021
RICHMOND
NELSON
Phone: (03) 543 8360
Fax: (03) 543 8359
Email: nelson@qv.co.nz
J L (Blue) Hancock, DIP AGR, DIP FARM MGMT, DIP VPM, FNZIV, FPINZ
Geoff Butterworth (VPU), ANZIV, SPINZ
Raewyn Wall, B APPL SC (RURAL VAL & FARM MGMT)
Blenheim Office
Level 3, Post Office Building
Main Street, PO Box 1055.
Blenheim
Phone: (03) 577 5903
Fax: (03) 578 0833
Email: greg.peterson@qv.co.nz
Sarah *Rowse*, BCOM (VPM), ANZIV, SPINZ
Mob: 027 285 *7091*
Greg Peterson, BCOM AG (VFM)
Mob: 021 784 814

TELFERYOUNG (NELSON) LTD
VALUERS PROPERTY ADVISORS
52 Halifax Street, Nelson.
PO Box 621, Nelson.
Phone (03) 546 9600
Facsimile (03) 546 9186
Email valuer@nelson.telferyoung.com
Ian McKeage, BCOM (VPM), FNZIV FPINZ
Rod Baxendine, DIP AG, DIP FM, DIP VPM, FNZIV, FPINZ
Bryan Paul, VAL PROF (URB), ANZIV, MPINZ
Ashley Stevens, BBS (VPM), MPINZ

HADLEY AND LYALL LTD
REGISTERED VALUERS & PROPERTY CONSULTANTS URBAN & RURAL PROPERTY ADVISORS
Appraisal House,
28 George Street, Blenheim.
PO Box 65, Blenheim.
Phone (03) 578 0474
Facsimile (03) 578 2599
J H Curry, DIP AG, DIP VFM, VPU, ANZIV, SPINZ F W Oxenham, VPU, ANZIV, SPINZ

CANT HF3UHY/WETLAND

CB RICHARD ELLIS LIMITED
REGISTERED VALUERS, PROPERTY CONSULTANCY, RESEARCH, PROPERTY MANAGEMENT, LICENCED REAL ESTATE AGENTS
Level 6, PricewaterhouseCoopers Centre
119 Armagh Street, Christchurch
PO Box 13-643, Christchurch
Phone: (03) 374 9889
Facsimile: (03) 374 9884
Email: firstname.surname@cbre.co.nz
Valuation & Advisory Services:
Chris Barraclough, B.COM, FPINZ, FNZIV
Marius Ogg, ANZIV, MPINZ
Scott Ansley, B.COM (VPM)
Plant & Machinery Valuation:
Mike Morales, SPINZ

COAST VALUATIONS LTD
REGISTERED VALUERS & PROPERTY CONSULTANTS
100 Tainui Street, Greymouth.
PO Box 238, Greymouth.
Phone (03) 768 0397
Facsimile (03) 768 7397
Email coastval@xtra.co.nz
Brian J Blackman, DIP URB VAL, ANZIV, SPINZ
Peter J Hines, BCOM (VPM), ANZIV, SPINZ
Associates:
Rod Thornton, BCOM (VPM)
Mark Bolland, BCOM (VPM), NZ CTE LAND SURVEY

DAVID MANNING & ASSOCIATES
REGISTERED PUBLIC VALUER, URBAN/RURAL
537 South Eyre Road, RD 2, Kaiapoi
Phone (03) 312 0282
Email: david.manning@xtra.co.nz
David L Manning, DIP VFM, ANZIV, SPINZ

DTZ NEW ZEALAND LIMITED
REGISTERED VALUERS, PROPERTY CONSULTANTS, REAL ESTATE AGENTS,
I PROPERTY & FACILITIES MANAGEMENT
Level 4, DTZ House, 76 Cashel Street, PO Box 142, Christchurch
Phone (03) 379 9787 Fax (03) 379 8440
Email: christchurch@dtz.co.nz

Manager
M W Ellis, SPINZ, ANZIV, MNZIPIM
Valuation
W D Bennett, DIP AG., DIP. VFM, VP URB, ANZIV, SPINZ, AREINZ
S N *Campen*, BCOM (VPM) ANZIV, SPINZ
L 0 Collings, BBS, SPINZ, AREINZ
J V Elvidge, BCOM, SPINZ, ANZIV
K B Keenan, B. AG.COM, ANZI\, SPINZ, ANZIPIM
G J McDonald, VP URB, ANZIV SPINZ
M S Shalders, DIP URB, ANZIV, SPINZ
M A Taylor BCOM, APINZ
W A Pottinger BCOM (VPM), PG.DIP (COM) T
W Fitz-Herbert, BAPPLSC (RURAL, NRM), GRADDIPBS (URB VAL)
Property Management
F M Bradley, SPINZ
A Bain, REINZ
Plant & Equipment
B j Roberts, SPINZ

FORD BAKER VALUATION LTD
REGISTERED VALUERS & PROPERTY CONSULTANTS
424 Moorhouse Avenue, Christchurch.
PO Box 43, Christchurch.
Phone (03) 379 7830
Facsimile (03) 366 6520
Email fordbaker@fordbaker.co.nz
Web www.fordbakervaluation.co.nz
Errol Saunders, FPINZ, FNZIV
John Radovonich, SPINZ, ANZIV
Richard Chapman, SPINZ, ANZIV
Simon Newberry, SPINZ, ANZIV
Terry Naylor, SPINZ, ANZIV
Richard Western, SPINZ, ANZIV
Plant and Equipment:
Richard *Chapman*, SPINZ, ANZIV

FRIGHT AUBREY LIMITED
REGISTERED VALUERS & PROPERTY CONSULTANTS
764 Colombo Street, Christchurch.
PO Box 966, Christchurch.
Phone (03) 379 1438
Facsimile (03) 379 1489
Email 1st name + 1st letter of surname Cap
fright-aubreyco.nz
Gary R Sellars, FNZIV, FPINZ
David *W Harris*, ANZIV, SPINZ
Richard W Gibbons, ANZIV, SPINZ
WO (Bill) Harrington, FNZIV, FPINZ, MZNIPIM

QUOTABLE VALUE LIMITED
Christchurch Office
Level 1, Broadway Building,
62 Riccarton Road
PO Box 13 443
CHRISTCHURCH
Phone: (03) 341 1631
Fax: (03) 341 1635
Email: mark.dow@quotable.co.nz
Ian Bunt, DIP AG, DIP VFM, ANZIV, SPINZ
Mark Dow, BCOM (VPM), ANZIV, SPINZ
Natalie Edwards, BCOM (VPM) HONS, SPINZ, ANZIV, PG DIP (COM)
Nih Butler GRAD DIP (APPLIED COMPUTING), ANZIV, SPINZ
Paul Annett, VPU, SPINZ, ANZIV
Tim *Gifford*, BCOM, AG (VFM)
Barry Dench, DIP VFM, ANZIV, SPINZ
Jessie-Ann Maher, BCOM (VPM)

SELLARS VALUATION LTD
INDEPENDENT LOCAL REGISTERED VALUER
4/4 Inverlochy Place
Wellington
Phone (04) 385 7268
Email: msellars@xtra.co.nz
Web: www.valgroup.co.nz/sellars.htm
Michael Andrew John Sellars, FNZIV, FPINZ

TELFERYOUNG (CANTERBURY) LTD
VALUERS PROPERTY ADVISORS
Level 4, Anthony Harper Building
47 Cathedral Square, Christchurch
PO Box 2532, Christchurch.
Phone (03) 379 7960
Facsimile (03) 379 4325
Email
telferyoung@canterbury.telferyoung.com
Ian *R Telfer*, FNZIV, AREINZ, FPINZ
Chris N Stanley, M PROP STUD (DISTN) FNZIV, FPINZ, AAMINZ
John A Ryan, ANZIV, AAPI, SPINZ
Mark A Beatson, BCOM (VPM), ANZIV, SPINZ
Mark *G Dunbar*, BCOM (VPM), ANZIV, AREINZ, SPINZ
John C Tappenden, ANZIV, SPINZ
Victoria Murdoch, BCOM, (VPM), ANZIV, SPINZ

SOUTH & MID GAN UHURY

DTZ NEW ZEALAND LIMITED
LAND RESOURCES DIVISION
1st Floor, Public Trust Building, Corner Church and Sophia Streets
PO Box 564, Timaru
Phone (03) 684 8340,
Facsimile (03) 688 0407
Email: timaru@dtz.co.nz
R Ward-Smith, DIP AG, DIP VRM, REG VAL

QUOTABLE VALUE LIMITED
Timaru Office
First Floor, Stafford Mall,
251 Stafford Street
PO Box 6, TIMARU
Phone: (03) 688 3139
Fax: (03) 684 8143
Email: allan.chisnall@quotable.co.nz
Allan Chisnall, B AG COM (VFM), SPINZ, ANZIV

OTAGO

DTZ NEW ZEALAND LIMITED MREINZ
REGISTERED VALUERS, PROPERTY CONSULTANTS, REAL ESTATE AGENTS, PROPERTY & FACILITIES MANAGEMENT
Level 1 Skeggs House, 60-66 Tennyson Street PO Box 5744, Dunedin
Phone (03) 474 0571
Facsimile (03) 477 5162
Email dunedin@dtz.co.nz
S G Cairns, BCOM (VPM), DIP GRAD (OTAGO), SPINZ, AREINZ
A Holley, *Property Manager*
Garry Paterson, ANZIV, SPINZ
A Binns, BSC (HONS), MRICS (UK), Valuer and *Chartered Surveyor.*
M Barnsley, DIP URB VAL, ANZIV SPINZ, Reg Valuer
Martin *George, Accredited Supplier.*

DTZ NEW ZEALAND
43 Tarbert Street, PO Box 27, Alexandra
Phone (03) 448 6395
Facsimile (03) 448 9099
Email alexandra@dtz.co.nz
K Taylor, FNZIP, FPINZ, FNZIPIM
P Murray, sPINz
B Lill, Msc
C Tait, B.COM (AGR.)

MACPHERSON VALUATION LIMITED
REGISTERED VALUERS (URBAN AND RURAL), AND PROPERTY CONSULTANTS
Burns House, Level 5, 10 George Street, Dunedin.
PO Box 497, Dunedin.
Phone (03) 477 5796
Facsimile (03) 477 2512
Email macval@mvl.co.nz
Jeff Orchiston, FNZIV, MNZIAS, DIP (VFM) FPINZ
Tim Dick, BCOM (VPM), ANZIV, SPINZ
Darren Bezett, BCOM (VPM), APINZ
Angela Caims, BSC (HONS)

QUOTABLE VALUE LIMITED
Dunedin Office
Level 9, John Wickliffe House
PO Box 215, Dunedin
Phone: (03) 479 3657
Fax: (03) 474 0389
Email: QVDunedin@quotable.co.nz
David Paterson, B AGR COM (VFM), FNZIV, FPINZ
Robin *Graham,* BCOM (VPM)
Elizabeth Glass, BCOM (VPM), GRAD DIP COM
Zara Crutchley, BCOM AG (VFM)
Ian Harvey, B ARG COM (VFM) ANZIV, SMPINZ
Alexandra Office
William Fraser Building
Kelman Street
PO Box 60, Alexandra
Phone: (03) 440 2703
Fax: (03) 440 2705
Email: QVAlexandra@quotable.co.nz
Queenstown Office
PO Box 2139, Wakatipu
Phone: (03) 442 2672
Fax: (03) 442 2049
Email: QVAlexandra@quotable.co.nz
Greg Simpson, B AGR COM (VFM), ANZIV, SMPINZ

G :NTRAI OTAGO

CENTRAL PROPERTY
REGISTERED VALUERS
1st Floor, Helard House
P 0 Box 362, WANAKA
Phone (03) 443 1433
Facsimile (03) 443 8931
Email info@centralproperty.co.nz
lain *Weir,* PG DIPCOM (VPM), AAPI, ANZIV, SPINZ
Wade Briscoe, FNZIV, FPINZ
Jodi Hayward, BCOM (VPM)

MACPHERSON VALUATION QUEENSTOWN LTD
REGISTERED VALUERS AND PROPERTY CONSULTANTS
Level 1, 3 Duke Street, Queenstown.
PO Box 416, Queenstown.
Phone (03) 441 0790
Facsimile (03) 441 0791
Email macval@macproperty.com
Website wwwmacproperty.com
Alastair W Wood, BCOM (VPM), SPINZ, AREINZ
John A Fletcher FPINZ, AREINZ
A Douglas Reid, BCOM (VPM), SPINZ
Rory J O'Donnell, BCOM (VPM), APINZ
Mark Simpson, BCOM (VPM) APINZ
John Scobie, VALUER, BCOM
Property Manager:
Jason Steed, BCOM (VPM)
Investment Consultant:
Kelvin R Collins, BCOM (VPM)AREINZ, SPINZ

MOORE AND PERCY LTD
REGISTERED VALUERS & PRIMARY INDUSTRY MANAGEMENT CONSULTANTS
16 Brandon Street, Alexandra.
PO Box 247, Alexandra.
Phone (03) 440 2144
Facsimile (03) 448 9531
Email malcolm@moorepercy.co.nz
Queenstown Office:
The Station,
Cnr Camp and Shotover Streets
PO Box 1634, Queenstown
Phone (03) 442 4414
Facsimile. (03) 442 4424
Malcom F Moore, DIP AG, DIP VFM, V P URBAN, ANZIV MZNIPIM (REG), SPINZ
Edward *Percy,* BCOM (VPM), APINZ
Email: ed@moorepercy.co.nz

DAVE FEA
INDEPENDENT REGISTERED VALUER AND PROPERTY ADVISOR
O'Connells Centre, Queenstown.
PO Box 583, Queenstown.
Phone (03) 442 9758
Facsimile (03) 442 9714
PO Box 104, Wanaka.
Phone (03) 443 7461
Email dave@queenstown.co.nz
Dave B Fea, BCOM (AG), ANZIV, SPINZ

ROBERTSON VALUATIONS
REGISTERED VALUERS & PROPERTY CONSULTANTS
Level 1, Bayleys Chamber, 50 Stanley Street, Queenstown.
PO Box 1586, Queenstown.
Phone (03) 442 7763
Facsimile (03) 442 7863
Email enquiries@robertsonproperty.co.nz
Barry J P Robertson, FNZIV, AREINZ, FPINZ
Lindsay J Borrie, ANZIV, SPINZ
Andrew Crawford, MPINZ

S UT LAND

CHADDERTON VALUATION
REGISTERED VALUERS AND PROPERTY CONSULTANTS
72 Leet St, Invercargill
P 0 Box 738, Invercargill
Phone (03) 218 9958
Facsimile (03) 218 9791
Email chadval@xtra.co.nz
Tony Chadderton DIP VAL, ANZIV, SPINZ, AREINZ
Hunter Milne B.AGSC (VAL); ANZIV, SPINZ

LAND INFORMATION SERVICES
SUPPLIERS OF LANDONLINE TITLE & SPATIAL INFORMATION, LAND TITLE & STATUS INVESTIGATIONS, LINZ ACCREDITED SUPPLIERS,
69 Deveron Street, PO Box 516, Invercargill.
Phone (03) 214 4307
Facsimile (03) 214 4308
Email: info@landinformation.co.nz
Tony McGowan, MPINZ

QUOTABLE VALUE LIMITED
Invercargill Office
Georgeson House, 41 Leet Street
PO Box 123
Invercargill
Phone: (03) 218 3911
Fax: (03) 218 6410
Email: QVInvercargill@quotable.co.nz
Andrew Ronald, BCOM (VPM) *Registered* Valuer

TREVOR THAYER VALUATIONS LTD
REGISTERED VALUERS AND PROPERTY ANALYSTS
First floor, 82 Don Street,
PO Box 370, Invercargill.
Phone (03) 218 4299
Facsimile (03) 218 4121
Email ttval@southnet.co.nz
Trevor G Thayer, BCOM VPM, ANZN, SPINZ
Robert G Todd, BCOM VPM, ANZN, SPINZ

Notes

Notes

Property Institute of New Zealand

LIFE MEMBERS

Admitted from the inception of the Property Institute of New Zealand's founding institutes,
the New Zealand Institute of Valuers (NZIV), the Property and Land Economy Institute of New Zealand (PLEINZ)
and the Institute of Plant & Machinery Valuers (IPMV)

" ....any Fellow *or* Associate *who rendered* pre-eminent *service* to the Institute *over a* long per*i*od ....."

G B OSMOND
O F BAKER
E EGGLESTON
J G HARCOURT
O MONRAD
STACE E BENNETT
N H MACKIE
L E BROOKER
J W GELLATLY
R V THOMPSON
J S GILLAM
J P LARMER
G C R GREEN
S MORRIS JONES
J BRUCE BROWN
M B COOKE
R J MACLACHLAN CBE
W A GORDON
D G MORRISON QSM
J D MAHONEY
E J BABE CVO
M R HANNA
G C DAVIES
S A FORD
M R MANDER QSO
R M McGOUGH
A L McALISTER
S L SPEEDY
R P YOUNG
J N B WALL
P E TIERNEY
R L JEFFERIES
G J HORSLEY
W K CHRISTIANSEN
E E HARRIS
AJROBERTSON