

# DEED OF LEASE

FIFTH EDITION 2008 (2)

DEED made the 15<sup>th</sup> day of August 2012

**LANDLORD** Desmond John Taylor and J A & P S Corban Trustees Limited (as trustees of The J A & P S Corban Trust)

**TENANT** Nikau Grove Nursery Limited

**GUARANTOR** Ian James Plowman

**THE LANDLORD** leases to the Tenant and the Tenant takes on lease the premises and the car parks (if any) described in the First Schedule together with the right to use:

- a) ~~The Landlord's fixtures and fittings contained in the premises.~~
- b) The common areas of the property.

**FOR** the term from the commencement date and at the annual rent (subject to review if applicable) as set out in the First Schedule.

**THE LANDLORD AND THE TENANT** covenant as set out in the Second Schedule.

**THE GUARANTOR** covenants with the Landlord as set out in the Third Schedule.

This is the annexure marked "A" referred  
to in the annexed affirmation of Ian James  
Plowman Affirmed at Waimatua  
This 8 day of August before me:  
A Solicitor of the High Court of N.Z./JP

JP

**SIGNED by the Tenant \***

in the presence of:

Witness Signature

Witness Name

Nina (Shuying) Yu  
Legal Assistant

Witness Occupation Auckland

Witness Address

NIKAU GROVE NURSERY LTD  
Signature of Tenant

Print Full Name

(for a company specify position:

Director/Attorney/Authorised Signatory)

Signature of Tenant

Print Full Name

(for a company specify position:

Director/Attorney/Authorised Signatory)

**SIGNED by the Guarantor \***

in the presence of:

Witness Signature

Witness Name

Nina (Shuying) Yu  
Legal Assistant

Witness Occupation Auckland

Witness Address

Signature of Guarantor

Print Full Name

(for a company specify position:

Director/Attorney/Authorised Signatory)

Signature of Guarantor

Print Full Name

(for a company specify position:

Director/Attorney/Authorised Signatory)

\* If appropriate, add:

"by its director(s)" OR "by its duly appointed attorney"

**Note: Signing by a company** – to ensure that this document binds the company as a deed, it must be signed in accordance with section 180 of the Companies Act 1993.

If two directors sign, no witnessing is necessary.

If only one director or a director and authorised signatory(ies) or attorney(ies) sign, signatures must be witnessed.

**Landlord may Repair**

- 14.1 IF default shall be made by the Tenant in the due and punctual compliance with any repair notice given by the Landlord pursuant to this lease, or if any repairs for which the Tenant is responsible require to be undertaken as a matter of urgency then without prejudice to the Landlord's other rights and remedies expressed or implied the Landlord may by the Landlord's employees and contractors with all necessary equipment and material at all reasonable times enter upon the premises to execute such works. Any moneys expended by the Landlord in executing such works shall be payable by the Tenant to the Landlord upon demand together with interest thereon at the default interest rate from the date of expenditure to the date of payment.

**Access for Repairs**

- 15.1 THE Tenant shall permit the Landlord and the Landlord's employees and contractors at all reasonable times to enter the premises to carry out repairs to the premises or adjacent premises and to install inspect repair renew or replace any services where the same are not the responsibility of the Tenant all such repairs inspections and work to be carried out with the least possible inconvenience to the Tenant.

**USE OF PREMISES****Business Use**

- \* 16.1 THE Tenant shall not without the prior written consent of the Landlord use or permit the whole or any part of the premises to be used for any use other than the business use. The Landlord's consent shall not be unreasonably or arbitrarily withheld or delayed in respect of any proposed use:
- (a) not in substantial competition with the business of any other occupant of the property which might be affected by the use; or involving the keeping or grazing of animals
  - (b) reasonably suitable for the premises; and
  - (c) complying with the requirements of the Resource Management Act 1991, or any other statutory provisions relating to resource management.
- If any change in use renders any increased or extra premium payable in respect of any policy or policies of insurance on the premises the Landlord as a condition of granting consent may require the Tenant to pay the increased or extra premium.
- 16.2 IF any change in use requires compliance with sections 114 and 115 of the Building Act 2004 the Landlord, as a condition of granting consent, may require the Tenant to comply with sections 114 and 115 of the Act and to pay all compliance costs.
- 16.3 IF the premises are a retail shop the Tenant shall keep the premises open for business during usual trading hours and fully stocked with appropriate merchandise for the efficient conduct of the Tenant's business.

**Lease of Premises and Car Parks Only**

- 17.1 THE tenancy shall relate only to the premises and the car parks (if any) and the Landlord shall at all times be entitled to use occupy and deal with the remainder of the property without reference to the Tenant and the Tenant shall have no rights in relation thereto other than the rights of use herein provided.

**Neglect of Other Tenant**

- 18.1 THE Landlord shall not be responsible to the Tenant for any act or default or neglect of any other tenant of the property

**Signage**

- any \* or on any other part of the Premises
- 19.1 THE Tenant shall not affix paint or exhibit or permit to be affixed painted or exhibited any name sign name-plate signboard or advertisement of any description on or to the exterior of the building or the appurtenances thereof without the prior approval in writing of the Landlord but such approval shall not be unreasonably or arbitrarily withheld or delayed in respect of signage describing the Tenant's business. If approved the signage shall be secured in a substantial and proper manner so as not to cause any damage to the building or any person and the Tenant shall at the end or sooner determination of the term remove the signage and make good any damage occasioned thereby. Any signage shall not in any case conflict with Council requirements for signs on rural zoned land.

**Additions and Alterations**

- any
- 20.1 THE Tenant shall neither make nor allow to be made any alterations or additions to any part of the premises or alter the external appearance of the building without first producing to the Landlord on every occasion plans and specifications and obtaining the written consent of the Landlord (not to be unreasonably or arbitrarily withheld or delayed) for that purpose. If the Landlord shall authorise any alterations or additions the Tenant will at the Tenant's own expense if required by the Landlord at the end or earlier termination of the term reinstate the premises. If the Tenant fails to reinstate then any costs incurred by the Landlord in reinstating the premises whether in whole or in part, within 6 months of the end or earlier termination of the term shall be recoverable from the Tenant.
- 20.2 THE Tenant, when undertaking any "building work" to the premises (as that term is defined in the Building Act 2004), shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates pursuant to that Act.

**Compliance with Statutes and Regulations**

- 21.1 THE Tenant shall comply with the provisions of all statutes, ordinances, regulations and by-laws relating to the use of the premises by the Tenant or other occupant and will also comply with the provisions of all licences, requisitions and notices issued by any competent authority in respect of the premises or their use by the Tenant or other occupant PROVIDED THAT:
- (a) The Tenant shall not be required to make any structural repairs alterations or additions nor to replace or install any plant or equipment except where required by reason of the particular nature of the business carried on by the Tenant or other occupant of the premises or the number or sex of persons employed on the premises; and
  - (b) The Tenant shall not be liable to discharge the Landlord's obligations as owner under the Building Act 2004 unless any particular obligation is the responsibility of the Tenant as an occupier of the premises.

**QUIET ENJOYMENT**

- 32.1 THE Tenant paying the rent and performing and observing all the covenants and agreements herein expressed and implied shall quietly hold and enjoy the premises throughout the term without any interruption by the Landlord or any person claiming under the Landlord.

**RENEWAL OF LEASE**

- 33.1 IF the Tenant has given to the Landlord written notice to renew the lease at least 3 calendar months before the end of the term and is not at the date of the giving of such notice in breach of this lease (including any maintenance obligations) then the Landlord will grant a new lease for a further term from the renewal date as follows:
- ~~(a) If the renewal date is a rent review date the annual rent shall be agreed upon or failing agreement shall be determined in accordance with clauses 2.1 and 2.2 but such annual rent shall not be less than the rent payable as at the commencement date of the immediately preceding lease term;~~
  - (b) Subject to the provisions of paragraph (a) the new lease shall be upon and subject to the covenants and agreements herein expressed and implied except that the term of this lease plus all further terms shall expire on or before the final expiry date;
  - (c) The annual rent shall be subject to review during the term of the new lease on the rent review dates or if no dates are specified then after the lapse of the equivalent periods of time as are provided herein for rent reviews;
  - (d) The Landlord as a condition of granting a new lease shall be entitled to have the new lease guaranteed by any guarantor who has guaranteed this lease on behalf of the Tenant who has given notice;
  - ~~(e) Pending the determination of the rent, the Tenant shall pay an interim rent in accordance with clauses 2.3 and 2.4; and~~
  - ~~(f) Notwithstanding anything contained in clause 33.1(e) the interim rent referred to in that clause shall not be less than the annual rent payable as at the commencement date of the immediately preceding lease term.~~

**ASSIGNMENT OR SUBLETTING**

- 34.1 THE Tenant shall not assign sublet or otherwise part with the possession of the premises or any part thereof without first obtaining the written consent of the Landlord which the Landlord shall give if the following conditions are fulfilled:
- (a) The Tenant proves to the satisfaction of the Landlord that the proposed assignee or subtenant is (and in the case of a company that the shareholders of the proposed assignee or subtenant are) respectable responsible and has the financial resources to meet the Tenant's commitments under this lease;
  - (b) All rent and other moneys payable have been paid and there is not any subsisting breach of any of the Tenant's covenants;
  - (c) In the case of an assignment a deed of covenant in customary form approved or prepared by the Landlord is duly executed and delivered to the Landlord;
  - (d) In the case of an assignment to a company (other than a company listed on the main board of a public stock exchange) a deed of guarantee in customary form approved or prepared by the Landlord is duly executed by the principal shareholders of that company and delivered to the Landlord; and
  - (e) The Tenant pays the Landlord's reasonable costs and disbursements in respect of the approval and the preparation of any deed of covenant or guarantee and (if appropriate) all fees and charges payable in respect of any reasonable inquiries made by or on behalf of the Landlord concerning any proposed assignee subtenant or guarantor. All such costs shall be payable whether or not the assignment or subletting proceeds.
- 34.2 <sup>\*(f)</sup> WHERE the Landlord consents to a subletting the consent shall extend only to the subletting and notwithstanding anything contained or implied in the sublease the consent shall not permit any subtenant to deal with the sublease in any way in which the Tenant is restrained from dealing without consent.
- 34.3 WHERE any Tenant is a company which is not listed on the main board of a public stock exchange then any change in the legal or beneficial ownership of its shares or issue of new capital whereby in either case there is a change in the effective management or control of the company is deemed to be an assignment of this lease.
- <sup>\*(f)</sup> the proposed assignment or subletting is not for grazing or for any other use involving animals

**UNIT TITLE COVENANTS****Body Corporate**

- 35.1 THE expression "Body Corporate" means the Body Corporate under the Unit Titles Act 2010 ("the Act") in respect of the property.

**Act and Rules Paramount**

- 35.2 THIS lease shall be subject to the provisions of the rules of the Body Corporate and the provisions of the Act.

**Insurance**

- 35.3 UNLESS the rules require the Landlord to insure the building the Landlord's obligation to insure the building shall be satisfied by the Body Corporate maintaining the same insurance covers in accordance with the Act.

**Indemnity**

- 35.4 THE Tenant's obligation to indemnify the Landlord as herein expressed is extended to include the Body Corporate but only to the extent that the Body Corporate is not fully indemnified under any policy of insurance.

**Landlord's Obligations**

- 35.5 THE Landlord shall observe and perform all of the Landlord's obligations as a member of the Body Corporate and shall use the Landlord's best endeavours to ensure that the Body Corporate complies with its rules and the provisions of the Act.

**Consents**

- 35.6 WHERE in this lease the consent of the Landlord is required in respect of any matter then the like consent of the Body Corporate shall also be required if the consent of the Body Corporate to any such matter would be necessary under its rules or the Act.

B

Ian Plowman

From: Dennis A Smith <victusinambitus@gmail.com>  
Sent: Thursday, August 16, 2018 4:27 PM  
To: sales@nikaugrove.co.nz  
Subject: Lease Confirmation

This is the annexure marked "B" referred to in the annexed affidavit of Ian Plowman. This is the day of Aug 2018 before me:  
A Solicitor of the High Court of N.Z./JP

Hi Ian

As promised here is a summary of our agreement of today. Thank you for your cooperation.

### Background

We have an immediate need for land to park a couple of 40' containers, our housetruck and my car while we establish the Tiny House Workshop. You lease land from the Corban Family Trust (On a 5+5 you have just started the second five year stint), and you have need for other assistance in various ways. I approached you (initially as a potential customer looking to see if you had any "fruit or nut trees") and we have discussed various possibilities, reaching agreement today.

### Agreement

- While we both see potential for good cross-pollination we will keep our businesses totally separate at this stage and will discuss ways that we could work together in the future once I have 'caught my breath'.
- We (Gold Tick Services Ltd) will lease from today a small concrete pad (plus "a little") from you for a 12 month period paying you \$50.00 per week in advance into 12-3040-0702502-01.
- We will share facilities but we will pay our own power, initially with an estimated usage but eventually on my own meter/measurements.
- You have sought and we agree to a tidy appearance (old, dirty or decrepit does not fit your wishes).
- Agreed usage is for development and operations of the Tiny House Workshop, my personal living needs in my housetruck and in due course a developing community of people potentially these interested in horticultural matters.

You noted that the water quality is marginal.

I would note that the Property Law Act 2007 contains details of any conditions not specifically discussed or agreed here, such as termination/default terms - this may also assist you think through issues with unpaid rent from other tenants.

On other matters:

1. I have suggested that if we discuss your subleasing issues over the next week, we will be in a better position to approach Tim to discuss long term matters.
2. I also suggested that you should not close down your business while you go overseas as I am happy to assist you in your absence. This is a firm commitment from me, I will just need the dates to fit my other appointments around them please.
3. I also asked you to find the price of 60 tons of macadamia chips per annum from John.

I have now made the first payment of \$50.00 as promised. Thank you for your co-operation.

Regards

Dennis A. Smith - [www.dennis.co.nz](http://www.dennis.co.nz) - My digital home (moving to [www.dennis.nz](http://www.dennis.nz) soon)  
Writing the Wrong - [www.writingthewrong.com](http://www.writingthewrong.com) - Get your story out

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Phone: 022 0500-766



31-Oct-2018

Dennis Smith  
51a Smith Road  
Kumeu

IRD NO. 88-191-439

TAX INVOICE NO. 02102018

**Electricity**

**14 September to 10 October 2018**

Fixed Daily Charge \$2.3945 per day + Gst **74.35**

Your share = 1/3rd as per attached analysis

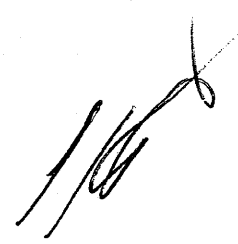
**24.78**

Variable Charge September October

404 Units @ 21.24 cents per unit

**404.00**

This is the annexure marked "C" referred  
to in the annexed affidavit of Ian James  
pld man Shane Waimauku  
This 3 day of Aug 2018 before me:  
A Solicitor of the High Court of N.Z./JP



1-Jan-2019

Dennis Smith  
15 Tanekaha Road  
Titirangi  
Auckland 0604

46a Miriama St  
Taumarunui  
Taumarunui 3920

PO Box 22  
Kumeu  
Auckland 0841

House Truck  
Registration 1988  
No Fixed Abode

"Borrowed" Toyota Vitz  
Registration ETE62  
No Fixed Abode

IRD NO. 88-191-439

TAX INVOICE NO. 02012019

For cost of Certificate of Compliance from Barry and Ruffles to rectify damage caused to fuse box at 51 Smith Road Kumeu by your deliberate acts of vandalism on 24th and 25th October 2018.

Invoice Attached

410.00

GST (per invoice)

61.50

Invoice total

**471.50**

**BANK ACCOUNT DETAILS**

Bank: ASB Bank  
Branch: Howick  
Account Number: 12 - 3040 - 0702502 - 01

Payment Due Date - overdue - pay immediately



# BARRY & RUFFLES LTD

P.O.BOX 95-124  
SWANSON  
AUCKLAND 0653

GST Reg. Number: 11-433-022

Tax Invoice

Nikau Grove Nursery Limited  
PO Box 2286  
Shortland Street  
Auckland 1140

Date: 26-Oct-18 Invoice Number: 00008064

Order Number:

Page

Qty:	Description:	Price:	Total:
	Check out the 3 phase power. Check the meter box - all OK. Remove cut cabling from the sw/bd. Fill out the C.O.C documentation to get power reinstated. Wait for Vector to come & put the fuses in. Liven & test.		
5	SERVICE 26/10	\$75.00	
1	COC Document	\$35.00	

CERTIFICATE OF COMPLIANCE AND  
REPAIRS TO POWER FUSE BOX  
VANDALISED 2 X BY  
DENNIS SMITH 24TH & 25TH  
OCTOBER 2018

Internet Banking Details: 02-0144-0113186-00  
Payment due 20th of the month following date of invoice  
Email: barryandruffles@vodafone.co.nz

Sub Total:	\$410.00
GST	\$61.50
Total Invoice:	\$471.50
Paid Today:	\$0.00

Balance Due: \$471.50





# Combined Certificate of Compliance & Electrical Safety Certificate

**MASTER**  
ELECTRICIANS

Electrical Contractors Association of NZ

Customer Name: MR IAN PLOWMAN

Location of Installation: 51 SMITH RD.

CE 74303

Description of work: (or see attached)

CHECK POWER SUPPLY TO  
MOTOR ROOM & SW/BO MAKE SAFE TEST



Reference / Job / ID

This work has been carried out in accordance with a Certified Design ☐

Certified Design Attached ☐

ICP Number (if known)

Name of Issuer of Certified Design:

Supplier Declaration of Conformity Attached:

☐ (please attach or list Certificate serial numbers or web address below)

Manufacturers Instructions used or relied on in this work:

☐ (please attach or list web address below)

All parts of the installation are safe to connect to a power supply.  
If not, please detail which parts are safe to connect.



This work is:

This work has been done in accordance with:

Supply system this work is suitable for:

Other Standards this work complies with:

Record of Inspection (If Required)

The aspects of the work which make it high risk are:

- ☐ Work on Mains
- ☐ Work on Main Earthing System
- ☐ Electromedical
- ☐ Hazardous Area

Name of Inspector:

- ☐ Mains Parallel Generation
- ☐ Mines
- ☐ Photovoltaic

- ☐ Anin & Mining
- ☐ Work Part 1 of AS/NZS 3000 \*
- ☐ High Voltage \*

\* Certifier Design Required

Date on, or period in, which the work was done:

26 OCTOBER

I confirm that I am satisfied that the work detailed in this Certificate of Compliance has been done lawfully and safely, and that the information contained in this certificate is correct and accurate.

This certificate is issued by: TRIMBLE

Registration No: E1\*2319

Signature: [Signature]

Date: 26-10-2018

Name and Registration Numbers of Workers Under Supervision Attached ☐

Electrical Safety Certificate

Date the connection was done: OCT

I am satisfied that the work detailed in this Electrical Safety Certificate and the installation or part installation to which it relates is connected to a power supply and is safe to use.

The work described above was connected by: AS ABOVE

Signature: [Signature]

Registration No: E1\*2319

Date: 26-10-18

This work is backed by the **MASTER** electricians \$10,000 Workmanship Guarantee, details can be found at [www.ecanz.org.nz](http://www.ecanz.org.nz)

110

1-Jan-2019

Dennis Smith  
15 Tanekaha Road  
Titirangi  
Auckland 0604

46a Miriama St  
Taumarunui  
Taumarunui 3920

PO Box 22  
Kumeu  
Auckland 0841

House Truck  
Registration 1988  
No Fixed Abode

"Borrowed" Toyota Vitz  
Registration ETE62  
No Fixed Abode

IRD NO. 88-191-439  
TAX INVOICE NO. 03012019

For the cost of 3 "lockwood padlocks" destroyed by your deliberate act of vandalism as you illegally broke into the fuse box and power meter box located at 51 Smith Road Kumeu on 16th October 2018.

For cost of "gartner hasp and staple" destroyed by your deliberate act of vandalism on 16th October 2018 when you illegally broke into the power meter box located at 51 Smith Road Kumeu.

Lockwood padlocks x 3	117.48
Gartner Hasp and Staple	16.47

Invoice total (includes GST)

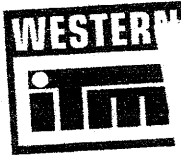
**133.95**

**BANK ACCOUNT DETAILS**

Bank: ASB Bank  
Branch: Howick  
Account Number: 12 - 3040 - 0702502 - 01

Payment Due Date - overdue - pay immediately

*1/10*



ANDERSON

EALAND

.co.nz

05

74

29

16/10/18

TAX INVOICE

SOLD TO:

654321

PLOWMAN IAN

T/A NIKAU NURSERY LT

PO BOX 2286

SHORTLAND STREET 114

16/10/18

TAX INVOICE

SOLD TO:

654321

PLOWMAN IAN

T/A NIKAU NURSERY LTD

PO BOX 2286

SHORTLAND STREET 1140

Page 1

4233707

10 003 957

CUSTOMER ORDER No

ITEM

LOCKWOOD PADLOCK 50/63DP  
CAP

CHEQUE

CREDIT CARD

OTHER

CASH TENDERED

EFTPOS

CHANGE GIVEN

Thank you  
WESTER

3  
3 x \$3  
= \$11

16/10/18 10:17 Sa

SOLD SUBJECT TO ANDERSON & O'LEARY LTD TERMS AND CONDITIONS OF SALE.  
CURRENT TERMS AND CONDITIONS AVAILABLE AT WWW.WESTERNITM.CO.NZ

CUSTOMER ORDER No.

ITEM

QTY

UNIT

DISC

PRICE

LOCKWOOD PADLOCK 50/63DP  
CAP

1

37.83 10.00%

34.05

Sub Total

34.05

GST Amount

5.11

\*\* Total \*\*

39.16

CHEQUE 0.00  
CREDIT CARD 0.00  
OTHER 0.00  
CASH TENDERED 0.00  
EFTPOS 39.16  
CHANGE GIVEN 0.00

Thank you for Shopping at  
WESTERN ITM KUMU

3 OF THESE  
\$39.16 x 3  
= \$117.48

16/10/18 10:17 Sales Rep: 10123

021 4233707

SOLD SUBJECT TO ANDERSON & O'LEARY LTD TERMS AND CONDITIONS OF SALE.  
CURRENT TERMS AND CONDITIONS AVAILABLE AT WWW.WESTERNITM.CO.NZ

AND002 7/99



WESTER

WESTERN ITM KUMEU  
GST 010 003 857  
AUCKLAND

N ZEALAND  
itm.co.nz  
2-6705  
1-0374  
6-8129

17/10/18

TAX INVOICE  
SOLI

654321

PLOWMAN IAN  
T/A NIKAU HUF  
PO BOX 2206  
SHORTLAND ST

\*\*\*\*\* EFTPOS \*\*\*\*\*  
TERMINAL 33030001  
TIME 17OCT 08:50  
TRAN 000737 CHEQUE  
EFTPOS  
CARD .....5563  
PURCHASE NZ\$ 16.47  
TOTAL NZ\$ 16.47

Page 1

4233992

NO: 10 003 857

ACCEPTED

\* INVOICE NUM 000692  
CUSTOMER COPY

CUSTOMER

ITEM

ISC PRICE

GARTHER HASP & STAPLE  
200MM HS-200

1 15.91 10.00% 14.32

Sub Total 14.32  
GST Amount 2.15

\*\* Total \*\* 16.47

CHEQUE 0.00  
CREDIT CARD 0.00  
OTHER 0.00  
CASH TENDERED 0.00  
EFTPOS 16.47  
CHANGE GIVEN 0.00

Thank you for Shopping at  
WESTERN ITM KUMEU

17/10/18 08:50 Sales Rep: 10123

021 4233992

SOLD SUBJECT TO ANDERSON & O'LEARY LTD TERMS AND CONDITIONS OF SALE.  
CURRENT TERMS AND CONDITIONS AVAILABLE AT WWW.WESTERNITM.CO.NZ

AND002 7/99

1-Jan-2019

Dennis Smith  
15 Tanekaha Road  
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46a Miriama St  
Taumarunui  
Taumarunui 3920

PO Box 22  
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Auckland 0841

House Truck  
Registration 1988  
No Fixed Abode

"Borrowed" Toyota Vitz  
Registration ETE62  
No Fixed Abode

IRD NO. 88-191-439

TAX INVOICE NO. 01012019

Rent outstanding for storage of 40' container and House Truck (Rego 1988)  
at Smith Road Kumeu 15/10/2018 to and including 3 December 2018

Rent - week commencing 15/10/2018	\$50.00
Rent - week commencing 22/10/2018	\$50.00
Rent - week commencing 29/10/2018	\$50.00
Rent - week commencing 05/11/2018	\$50.00
Rent - week commencing 12/11/2018	\$50.00
Rent - week commencing 19/11/2018	\$50.00
Rent - week commencing 26/11/2018	\$50.00

Invoice total (includes GST)

**350.00**

**BANK ACCOUNT DETAILS**

Bank: ASB Bank  
Branch: Howick  
Account Number: 12 - 3040 - 0702502 - 01

Payment Due Date - overdue - pay immediately



1-Jan-2019

Dennis Smith  
15 Tanekaha Road  
Titirangi  
Auckland 0604

46a Miriama St  
Taumarunui  
Taumarunui 3920

PO Box 22  
Kumeu  
Auckland 0841

House Truck  
Registration 1988  
No Fixed Abode

"Borrowed" Toyota Vitz  
Registration ETE62  
No Fixed Abode

IRD NO. 88-191-439  
TAX INVOICE NO. 04012019

For cost of time spent cleaning up your rubbish scattered around 51  
Smith Road Kumeu on 10th October 2018 and 8th and 9th November 2018  
following your failure to clean up as per instructions given to you.

**Our Fee**  
\$1000 per day for 3 days

3000.00

**Invoice total (includes GST)**

**3000.00**

**BANK ACCOUNT DETAILS**

Bank: ASB Bank  
Branch: Howick  
Account Number: 12 - 3040 - 0702502 - 01

**Payment Due Date - overdue - pay immediately**



1-Jan-2019

Dennis Smith  
15 Tanekaha Road  
Titirangi  
Auckland 0604

46a Miriama St  
Taumarunui  
Taumarunui 3920

PO Box 22  
Kumeu  
Auckland 0841

House Truck  
Registration 1988  
No Fixed Abode

"Borrowed" Toyota Vitz  
Registration ETE62  
No Fixed Abode

IRD NO. 88-191-439  
TAX INVOICE NO. 04012019

For the cost of time spent removing your possessions and rubbish  
abandoned by you in the container owned by Sea Containers Ltd  
located at Smith Road, Kumeu from 26th November 2018 to and  
including 3rd December 2018. (5 people involved)

<b>Our Fee</b>	8000.00
\$1000 per day for 8 days	

For cost of time spent, from 4th December 2018 to and including  
14th December 2018, removing your personal possessions and rubbish  
abandoned by you on 8th November 2018 at Smith Road Kumeu  
(5 people involved)

<b>Our Fee</b>	9000.00
\$1000 per day for 9 days	<u>17000.00</u>
	2550.00

GST

Invoice total (includes GST)

**19550.00**

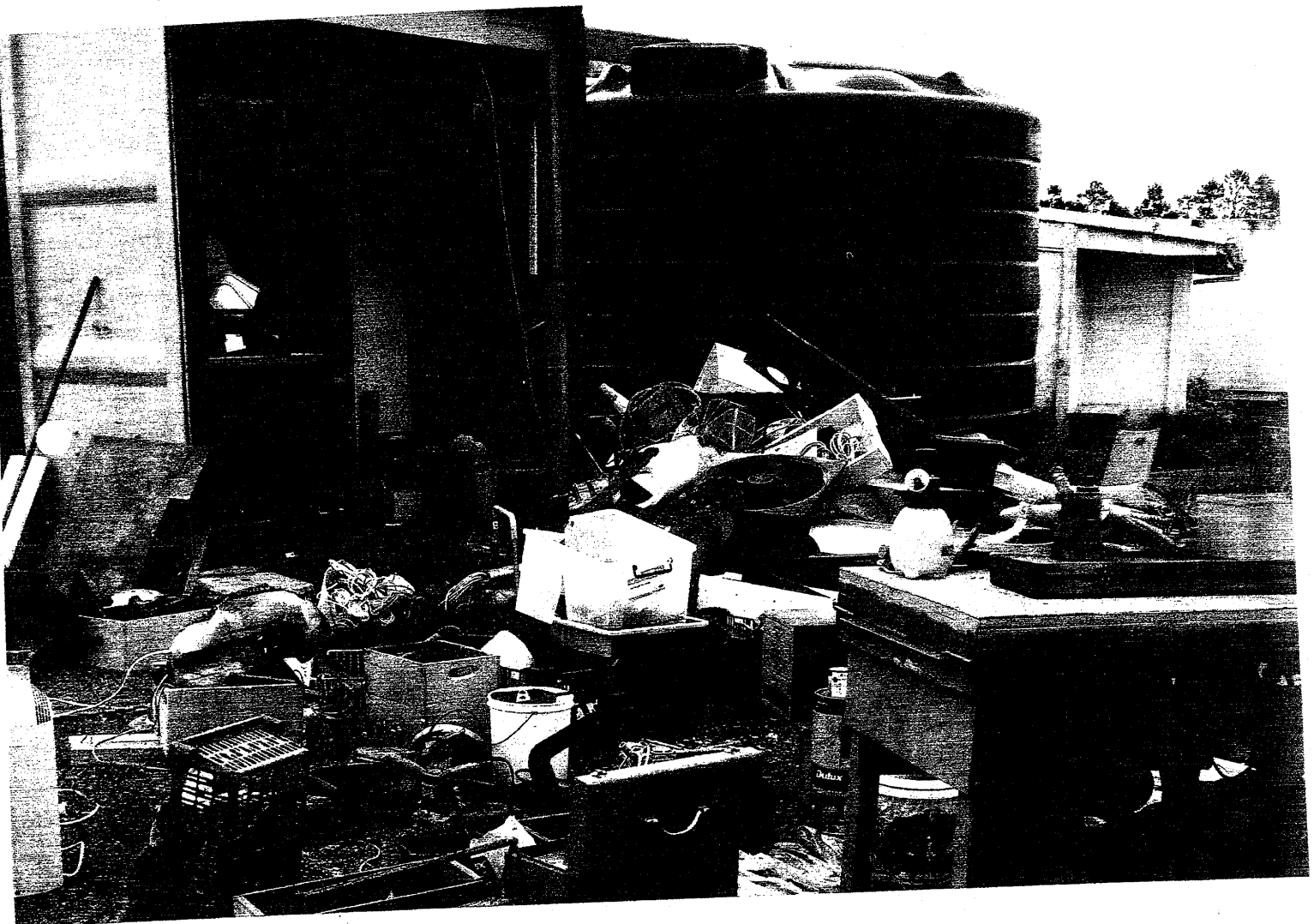
**BANK ACCOUNT DETAILS**

Bank: ASB Bank  
Branch: Howick  
Account Number: 12 - 3040 - 0702502 - 01

Payment Due Date - overdue - pay immediately



D



This is the annexure marked "D" referred  
to in the annexed affidavit of James  
Phelan sworn at Waimauku  
This 2 day of August 2019 before me:  
\_\_\_\_\_  
A Solicitor of the High Court of N.Z./JP

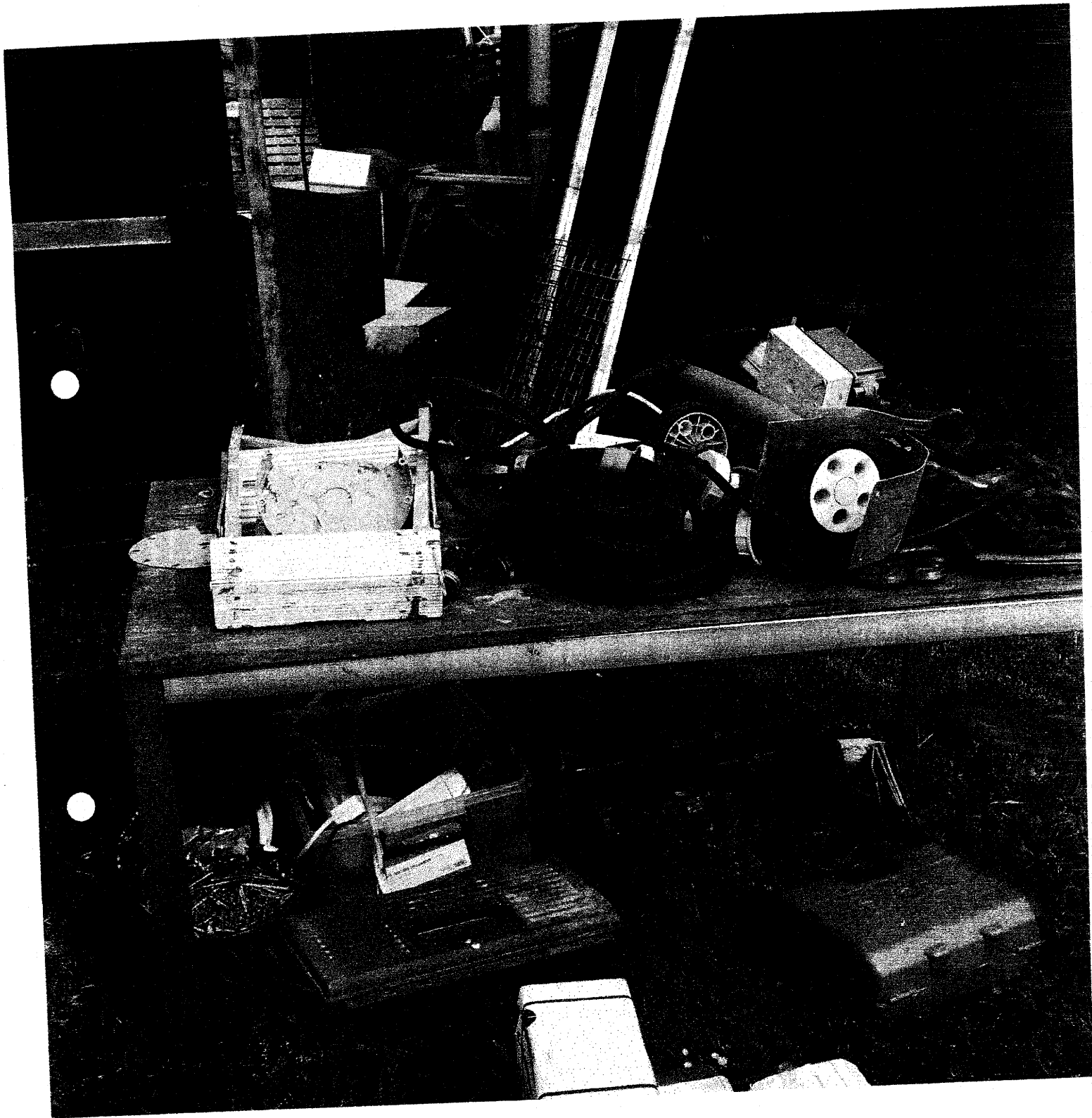


D



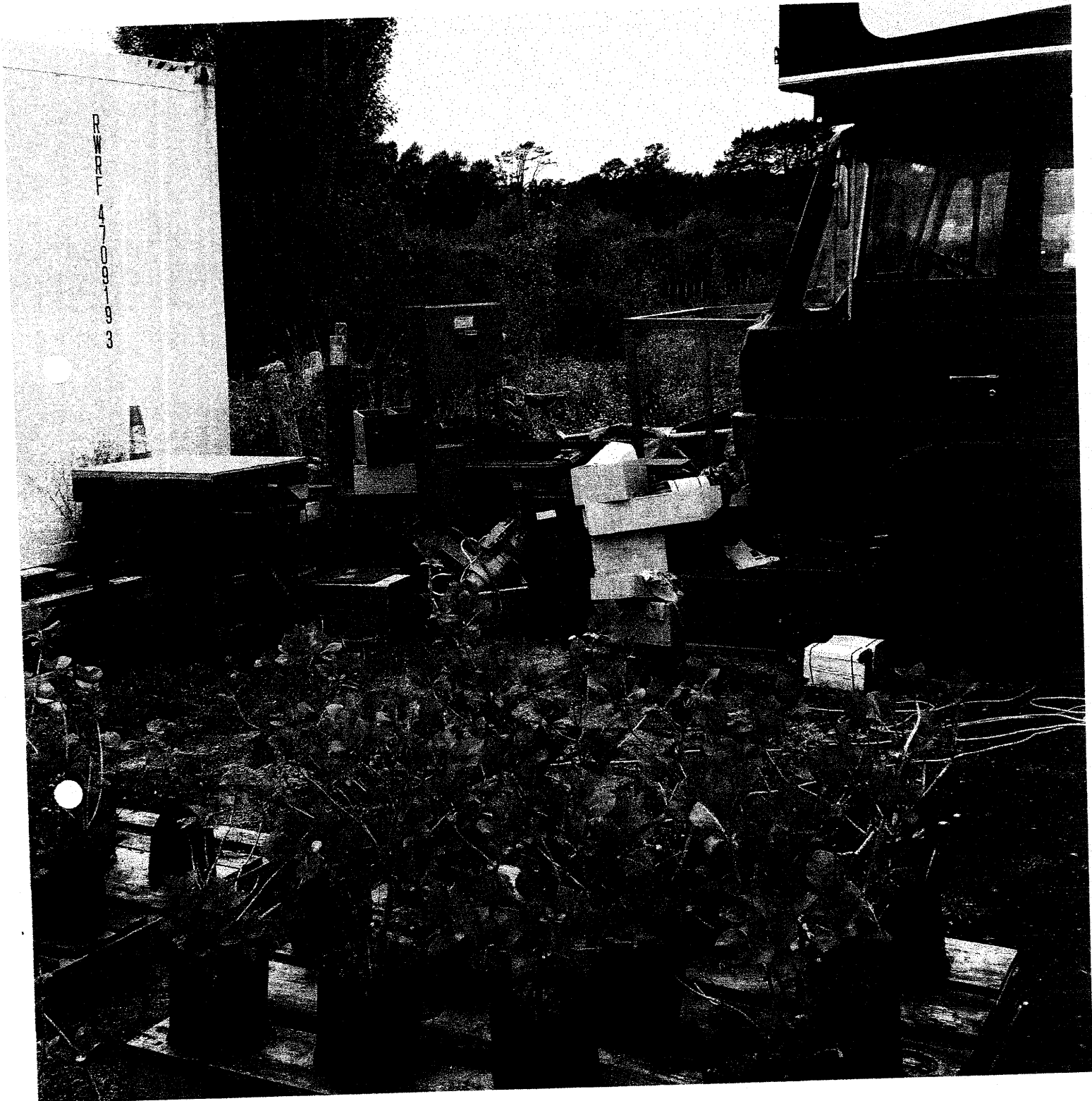
110

"D"



110

"D"



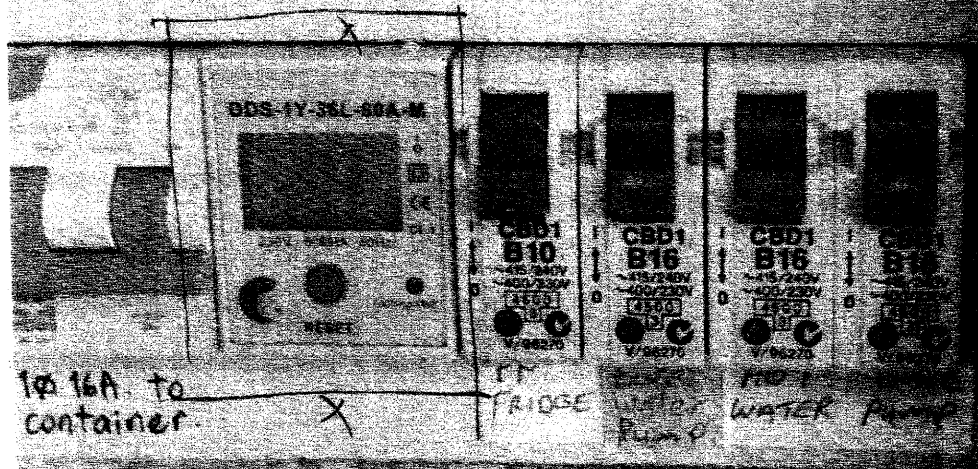
11/10

"D"



11/10





11/10



Ian Plowman

From: Ian Plowman <sales@nikaugrove.co.nz>  
Sent: Tuesday, October 9, 2018 7:31 AM  
To: 'dennis@dennis.nz'  
Subject: RE: land 51 Smith Rd Kumeu

This is the annexure marked "E" referred  
to in the annexed affirmation of Ian Plowman  
Plowman Affirmed at Kumeu  
This 23 day of Aug 2018 before me:  
A Solicitor of the High Court of N.Z./JP

Dennis,

This letter is to notify you that your temporary occupation of the land located at 51 Smith Road Kumeu is to terminate at 12.00 midday 8<sup>th</sup> November 2018.

You were originally offered a short term living arrangement for a few weeks. Those few weeks have long gone and you are now required to move on.

I would suggest that you now make it your priority to find some suitable land elsewhere. There is a camping ground on Riverhead Road full of house trucks, containers, caravans and campervans. I am sure they have all the facilities you need including showers, cleaning and cooking facilities.

By 12.00 midday on 8<sup>th</sup> November 2018, all your possessions and equipment are to be removed from the property along with any or all of your rubbish. Anything that does not belong to you is to remain.

You are required to notify me of the day and time your container will be removed so that I can be present to ensure no further damage is caused to my nursery or the land by the container truck. That removal time is to be no earlier than 8.30am and no later than 3pm and must be on a week day only.

I would like to point out that your email dated 16<sup>th</sup> August 2018, is not as you stated "a summary of our agreement of today"

**The word "agreement" is defined as "negotiated arrangement between parties as to a course of action."**

None of the points in your email were ever negotiated with me either verbally or in writing prior to you writing that email, and I have agreed to none of those points since.

The email is nothing more than a list of your personal requirements.

I agreed in that initial discussion with you that I would allow you to park your truck and one container on the land, for a few weeks, until we could see if we could work together.

You then in your email, altered that agreed term of a few weeks to "we will lease from today for a term of 12 months". I would never ever agree to such a long term arrangement with someone I had just met and knew nothing about. The agreed term was "a few weeks" period. Nothing else in your email was ever agreed to by me.

You however agreed to my request that you would keep your things tidy. You have failed to adhere to that agreement. Your container is continuously surrounded by your personal possessions which is an embarrassment to me whenever customers arrive and that is something that I require you to rectify immediately and to keep the entire area tidy at all times up until the date of your departure.

You are required to continue paying \$50 a week plus your share of the power which will be allocated quite fairly by me as soon as I receive the account from Mercury Energy. Your "arrangement" for calculating your power usage was never agreed to by me. There is only one power meter, and that is the one that Mercury Energy read to calculate the monthly bill.

7  
Last week I had an unexpected issue with a power outlet that did not work. It had been turned off in the fuse box and you are the only person who has touched that fuse box. I have since locked the fuse box and you are hereby instructed not to interfere with the fuse box or power meter or any other electrical outlets again prior to your departure.

Regards

Ian Plowman

From: Dean A. Smith [mailto:dean@smith.com]

1/10



Ian Plowman

From:  
Sent:  
To:  
Subject:

Ian Plowman <sales@nikaugrove.co.nz>  
Monday, November 26, 2018 9:12 PM  
'dennis@dennis.nz'  
RE: Tenancy Application: 4159555

This is the annexure marked "F" referred  
to in the annexed affidavit of Ian James  
Plowman Sworn at Waimauku  
This 2<sup>nd</sup> day of Nov 2018 before me:  
A Solicitor of the High Court of N.Z./JP

26<sup>th</sup> November 2018

Dennis A Smith.

RE: Your abandoned goods.

LAST COMMUNICATION WITH SMITH  
RE HIS POSSESSIONS.

HE NEVER REPLIED.

As per my emails of 9<sup>th</sup> October 2018 and 6<sup>th</sup> November 2018 you were instructed to remove your self and all your possessions from the property at Smith Road Kumeu owned by the J & P Corban Trust.

You have failed to follow those instructions, your property is now considered to be abandoned goods.

The company that owns the container, Sea Containers, will be re-possessing their container on Friday 30 November. In order for that to happen your property needs to be removed from the container. That will commence tomorrow Tuesday 27<sup>th</sup> November 2018.

Be advised that **WHAT HAPPENS TO YOUR POSSESSIONS IS YOUR PERSONAL RESPONSIBILITY AND YOURS ALONE.**

You will have to arrange to have your possessions collected by someone else (as you are trespassed from Smith Rd). This would presumably involve the use of a truck and some labour to help load the truck, as none will be provided at our end.

**You are to advise me by email by 5pm Tuesday 27<sup>th</sup> November** that you are sending a vehicle and personnel to remove your abandoned goods from the property.

Collection hours will be between 9.00am and 3.00pm only from Wednesday to Friday and the truck driver will drive and park only on areas specified by me.

Once again I will repeat: **WHAT HAPPENS TO YOUR POSSESSIONS IS YOUR PERSONAL RESPONSIBILITY AND YOURS ALONE.**

Ian Plowman

From: Dennis A Smith [mailto:victusinambitus@gmail.com]  
Sent: Monday, November 26, 2018 2:06 PM  
To: sales  
Subject: Fwd: Tenancy Application: 4159555

FYI

Regards  
Dennis A. Smith - [www.dennis.co.nz](http://www.dennis.co.nz) - My digital home (moving to [www.dennis.nz](http://www.dennis.nz) soon)  
Writing the Wrong - [www.writingthewrong.com](http://www.writingthewrong.com) - Get your story out

1/1

**dennis**  
.co.nz

genius  
walking  
insanity



Private Investigative Blogger  
P O Box 22, Kumeu, 0841  
Ph: 022 0500-766  
www.dennis.co.nz, dennis@dennis.nz  
Skype: VICTUSINAMBITUS

This is the annexure marked "G" referred  
to in the annexed affidavit of Ian James PLOWMAN  
This 3<sup>rd</sup> day of Aug 2018 before me:

A Solicitor of the High Court of N.Z./JP

## TRESSPASS NOTICE

TO:  
IAN JAMES PLOWMAN  
Managing Director,  
Nikau Grove Nursery Ltd,  
35 Advane Road, Cockle Bay,  
Auckland, 2014, New Zealand

RE: 51B Smith Rd, Kumeu

15 October 2018

In accordance with the The Trespass Act 1980 Sections 4(1) or 4(2) and Section 4(4) you are hereby warned to stay off the place known as "51B Smith Rd, Kumeu", identified specifically by the attached map, Appendix 1.

Notwithstanding your rights for limited access as landlord (as detailed in the Residential Tenancies Act 1968), it is an offence punishable by a fine not exceeding \$1,000.00 or imprisonment not exceeding 3 months to enter the above address within 2 years from the date you receive this warning.

This warning is given by myself, Dennis Arthur Smith, the occupier of the above address.

Dennis A. Smith  
Licensed Private Investigative Blogger  
51B Smith Rd  
Kumeu, 0891  
New Zealand

To: DENNIS ARTHUR SMITH

[Name of person being warned]

15 TANEKANA Rd TITIRANGA OR HOUSE TRUCK  
REGO 1988  
NO FIXED ABC

[Address of person being warned]

In accordance with the above Act and Section you are hereby warned to stay off the place known as:

51 & 53 SMITH Rd KUMERA BEING  
BOTH PROPERTIES LOCATED ON SMITH Rd KUMERA

[Address of location which Person is banned from]

It is an offence punishable by a fine not exceeding \$1,000.00 or imprisonment not exceeding 3 months to enter the above address within 2 years from the date you receive this warning.

The occupier of the above address is:

HELEN IRENE MITCHELL  
NIKAU GROVE NURSERY AND

[Full name of Occupier]

This warning is given by the occupier/person\* authorised by the occupier of the above address:

[Signature] H. Mitchell

[Signature of Occupier or Person authorised by the Occupier]

HELEN IRENE MITCHELL  
FOR JAMES PLOWMAN

[Print Full Name of Occupier or Person authorised by the Occupier]

12.00 MIDNIGHT 8/11/2018

[Date that this notice takes effect]

\* Cross out the words that do not apply.

This is the annexure marked "H" referred to in the annexed affidavit of James PLOWMAN sworn at Waimamaku This 23 day of August before me:

A Solicitor of the High Court of N.Z./JP

[Signature]

TENANCY TRIBUNAL AT Waitakere

APPLICANT: Dennis Arthur Smith  
Tenant

This is the annexure marked "I" referred  
to in the annexed affirmation of Ian James  
Plowman Affirmed at Napier  
This 23 day of Aug before me:  
A Solicitor of the High Court of N.Z./JP

RESPONDENT: Ian James Plowman  
Landlord

TENANCY ADDRESS: 51B Smith Road, RD 1, Kumeu 0891

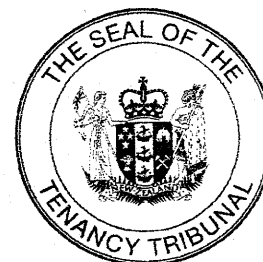
ORDER

The application is dismissed.

Reasons:

1. Mr Smith did not attend the hearing. Mr Plowman did attend the hearing.
2. Two hours before the scheduled hearing time, Mr Smith sent an email to the Tribunal's registry advising that "this dispute has now been transferred to the District Court" and that he had filed his claim against Mr Plowman in the District Court as his present claim is outside the jurisdiction of this Tribunal.
3. The current application must be dismissed. But Mr Smith has not, procedurally, done things correctly. Firstly, it is not a for a party to transfer an application from the Tribunal to the District Court – only the Tribunal can do this. Secondly, it is wholly inappropriate for a party to file in a Court a second proceeding making the same claim against the same party before an earlier claim in a lower jurisdiction of the Court hierarchy has been properly disposed of.
4. Mr Plowman sought costs pursuant to section 102(2)(a) Residential Act (RTA) which provides that the Tribunal can order a party to pay reasonable costs to the other party where the Tribunal considers that the claim is frivolous or vexatious or ought not to have been brought.

- I
5. In the context of striking out proceedings, the Court of Appeal has described a frivolous proceeding as one which trifles with the court's processes while a vexatious one contains an element of impropriety – *Commissioner of Inland Revenue v Chesterfields Preschools Ltd* [2013] NZCA 53. I consider that the additional phrase 'ought not to have been brought' in section 102(2)(a) RTA extends beyond the other grounds and captures all other instances of misuse of the Tribunal's processes, such as a proceeding brought for an improper motive or to obtain a collateral benefit.
  6. For obvious reason, I did not hear any of the substance of Mr Smith's application. While it appears to me that, on its' face, the application appears to relate to an arrangement that is clearly beyond the jurisdiction of this Tribunal, there is insufficient before me to establish that the filing of the application itself was frivolous or involved impropriety or otherwise was an abuse of this Tribunal's processes. It seems possible that Mr Smith simply misunderstood the limited jurisdiction of this Tribunal and was later advised otherwise.
  7. Mr Plowman expressed a concern that Mr Smith may, in the future, file another application in this Tribunal alleging the same matters. I note here that it is highly likely that if a party were to act in this way then that would be seen as an abuse of the Tribunal's processes and serious costs consequences could follow under section 102 RTA were that to occur.



M Benvie  
03 December 2018

A handwritten signature in black ink, appearing to be "M Benvie", is located at the bottom right of the page.

16<sup>th</sup> January 2019

This is the annexure marked "J" referred  
to in the annexed affidavit of Ian Jones  
Plowman sworn at Wainuku  
This 22 day of May 2019 before me:

A Solicitor of the High Court of N.Z./JP

My name is Bruce Corban.

I operate a viticulture nursery on the same property in Smith Rd Kumeu as Ian Plowman's plant nursery. This land has been owned by my family for many years and is controlled by a Trust. I am writing this statement in support of Ian Plowman to help him in his case against Dennis Smith who was squatting on the property. Dennis Smith's behaviour and actions were causing many problems for both Ian Plowman's business and my own and for both of us personally.

I am making this statement of my own choice and volition. It is an honest statement of what I was told by Smith when I first met him on 20<sup>th</sup> August 2018.

On 20<sup>th</sup> August 2018 I met Dennis Smith who was moving a container on to the property in Smith Rd Kumeu owned by the J & P Corban Trust. I assisted him to move the container into position. I asked him if he was here to help Ian. He volunteered that he would be on site for 3 weeks and would be helping Ian in his nursery during that period and paying \$50 per week storage fee for his truck and container.

There was no mention of him setting up a business on site or staying for 12 months. He clearly stated he would be on the property for only 3 weeks while he helped Ian with his nursery. He led me to believe it was a very temporary arrangement.

Bruce Corban



"K"

**From:** David Hay [mailto:david@khh.co.nz]  
**Sent:** Thursday, November 8, 2018 7:12 AM  
**To:** 'Ian Plowman'  
**Subject:** RE: Dennis Smith

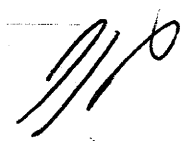
Our tenant Murray McQuoid unit3, 43 The Concourse where he had his container. The expectation was that the container would be there 2 weeks for the sole purpose of putting into the container plant, equipment and goods that Dennis was sorting through and buying from Murray. His container was there were 116 days contrary to any agreement he started to use the container as a general workshop and was bringing onto the site and storing in the container, storing on top of the container beside the container product that he had purchased elsewhere.

Regards,

David Hay

This is the annexure marked "K" referred  
to in the annexed affidavit of Ian James  
Plowman sworn at Waimakariri  
This 3 day of May 2018 before me:

A Solicitor of the High Court of N.Z./JP



" K "

**Ian Plowman**

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**From:** David Hay <david@khh.co.nz>  
**Sent:** Tuesday, October 23, 2018 9:54 PM  
**To:** 'Ian Plowman'  
**Subject:** RE: Dennis Smith

We go to disputes tribunal next week on 29<sup>th</sup> so guess we will know after that

Regards,

David Hay

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AP



Dennis A. Smith - www.dennis.co.nz - My digital home (moving to www.dennis.nz soon) Writing the Wrong - www.writingthewrong.com - Get your story out King Country Education Trust - www.kcet.nz - Sharing the King Country

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Phone: 022 0500-766  
P O Box 2, Taumarunui, 3946, NZ  
Email: dennis@dennis.nz  
Club Credits Code: FX693M8  
Twitter: @victusinambitus  
Skype: victusinambitus  
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This is the annexure marked "L" referred  
to in the annexed affidavit of Ian James  
Plowman sworn at Waimarua  
This 2 day of Aug 2019 before me:  
A Solicitor of the High Court of N.Z./JP

On Sat, 19 Jan 2019 at 16:48, brodie andrews <broddznz@gmail.com> wrote:

> papers served on Plowman...no sign of old lady...what Tues is the Hay  
> case...? Am very interested to be there ...Regards b  
> On Jan 19, 2019 8:01 AM, "brodie andrews" <broddznz@gmail.com> wrote:  
>  
>> Love the tax stuff.. will look to my time as to when I can make it to  
>> court...  
>> will set out for Kumeu this morn...let u know the result here...  
>> On Jan 18, 2019 4:56 PM, "Dennis A Smith" <victusinambitus@gmail.com>  
>> wrote:  
>>  
>>> Oh no!!!! So sorry for you Brodie but I told you the hours he was there!  
>>>  
>>> He is not there on a Monday but is on the weekend from 9.00am to 3.00pm.  
>>> If he is out during the day then he will be back within half an hour  
>>> as he will be going to get his lunch from Kumeu. On a really bad  
>>> weather day he may miss or sometimes go home early. I would try this  
>>> Saturday or Sunday or if not then Tuesday onwards next week between  
>>> the hours of 9.00am to 3.00pm. Fantastic that you got the papers  
>>> though - remember that Ian Plowman needs two sets and the neighbour  
>>> Mrs Mitchell needs one. You do not need a signature but you do need to confirm the identity of the person.  
>>> Hello, Ian? Mrs Mitchel? and a nod is all that is needed. Best not  
>>> to stand and talk!  
>>>  
>>> Tried phoning you more than once previously - email when you want me  
>>> to call to catch up. Coming to AKL on Sunday 27th by bus and  
>>> returning Friday 1st or maybe Saturday by car. Taking Dad to dentist  
>>> 10.00am Wednesday at Henderson. Got a court case against David Hay  
>>> on Tuesday 2.00pm Tuesday and against IRD all day in town on  
>>> Thursday. You are welcome at either or both as a non-speaking guest  
>>> of mine. The big one on Thursday will be fun because it doesn't  
>>> matter if we win or lose - it is an application for live blogging  
>>> rights on my tax case against the Govt which is being heard in May  
>>> - 3 days!!! On this Thursday I tell the judge that I want to be able  
>>> to blog a tax case in realtime as material for a book I am writing  
>>> called "Inland Revenue UNMASKED!!" when the IRD's case is that I am  
>>> not and did not conduct a taxable activity. Hang on a minute. A  
>>> taxpayer suing the govt so that he CAN pay tax? Yup! And you want to  
>>> blog about it and write about it in a book that you intend to sell? But isn't that a taxable activity?  
>>> Ummmm? And you want to say what in your blogging? That the Tax  
>>> people and the Crown Law office are bullies and corrupt? And the  
>>> judge asked you to make this application because she had never come across this before?