

12/83

No. 8 of 1982

IN THE PRIVY COUNCIL

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O N A P P E A L

FROM THE COURT OF APPEAL OF NEW ZEALAND

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B E T W E E N :

WILLIAM DAVID WISEMAN (Defendant)

Appellant

- and -

THE CANTERBURY BYE-PRODUCTS  
COMPANY LIMITED (Plaintiff)

Respondent

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RECORD OF PROCEEDINGS

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Hewitt, Woollacott & Chown,  
113 Cannon Street,  
London, EC4N 5AU

AGENTS FOR:

LOUGHMAN, JARMAN & CO.,

Third Floor,  
Guardian Royal Exchange Building,  
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New Zealand.

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London

AGENTS FOR:

Weston, Ward & Lascelles,  
123 Worcester Street,  
Christchurch, 1,  
New Zealand.

CERTIFICATE OF REGISTRAR OF COURT OF  
APPEAL OF NEW ZEALAND

I, WILLIAM DORMER L'ESTRANGE Registrar of the Court of Appeal of New Zealand DO HEREBY CERTIFY that the foregoing 137 pages of printed matter contain true and correct copies of all the proceedings, evidence, judgments, decrees and orders had or made in the above matter, so far as the same have relation to the matters of appeal, and also that the reasons given by the Judges of the Court of Appeal of New Zealand in delivering judgment therein have been reported in the New Zealand Law Reports 1980 Vol. 2 pg 458.

AND I DO FURTHER CERTIFY that the Appellant has taken all the necessary steps for the purpose of procuring the preparation of the record, and despatch thereof to England, and has done all other acts, matters and things entitling the said Appellant to prosecute this Appeal.

AS WITNESS my hand and Seal of the Court of Appeal of New Zealand this 19<sup>th</sup> day of August 1981.



*W. D. L'Estrange*  
Registrar

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LIST OF DOCUMENTS WHOLLY OMITTED FROM CASE ON  
APPEAL UNDER RULE 24(2) OF THE COURT OF APPEAL  
RULES 1955

1. Authority to Act of J.G. Fogarty
2. Warrant to Sue
3. Statement of Defence dated the 21st November 1979.
4. Authority to Act of P.B. Jarman for the Defendant.
5. Notice of Motion for Interim Injunction by the Plaintiff dated the 8th day of November 1979.
6. Undertaking as to damages by the Plaintiff dated the 12th day of November 1979.
7. Affidavit of Alan Stuart Marshall dated the 8th day of November 1979.
8. Affidavit of Raymond Arthur Sherridan dated the 8th day of November 1979.
9. Affidavit of J.D. Anderson dated the 21st November 1979.
10. Affidavit of B.M. Owens dated the 21st November 1979.
11. Notice of Motion of the Plaintiff dated the 22nd November 1979 to the Judge in Chambers to direct trial pursuant to Rule 250B (Exigency).
12. Order for Discovery against the Defendant dated the 29th November 1979.
13. Affidavit of documents of the Plaintiff by J.D. Anderson dated the 27th day of November 1979.
14. Order for Discovery against the Plaintiff dated the 26th November 1979.
15. Notice by the Plaintiff to admit documents dated the 17th day of January 1980.
16. Affidavit of documents by the Defendant dated the 29th day of January 1980.
17. Schedule of costs payable by the Plaintiff.
18. Deed made the 3rd day of July 1957.
19. Notice of Motion to fix security for costs dated the 24th April 1980.
20. Certificate as to security for costs dated the 16th day of May 1980.
21. Exhibit 14. Set of Memorandum of Articles and Objects of the Company.

IN THE COURT OF APPEAL OF NEW ZEALAND

No. \_\_\_\_\_

BETWEEN THE CANTERBURY BYE-PRODUCTS  
COMPANY LIMITED a duly  
incorporated company having its  
registered office at Christchurch  
and carrying on business there as  
an Abattoir

Appellant

10

A N D WILLIAM DAVID WISEMAN of  
286 Avonhead Road, Christchurch,  
Accountant

Respondent

TAKE NOTICE that on Monday the 4th day of  
August 1980 at 10 o'clock in the forenoon or so  
soon thereafter as Counsel can be heard, Counsel  
for the abovenamed Appellant WILL MOVE this  
Honourable Court on appeal from the whole of the  
judgment of the High Court of New Zealand delivered  
at Christchurch by the Honourable Mr Justice Cook  
on Tuesday the 22nd day of April, 1980 in the action  
wherein the Appellant was Plaintiff and the Respondent  
was Defendant UPON THE GROUNDS that the said  
judgment is erroneous in fact and in the law.

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DATED at Christchurch this 24th day of April 1980

"J.G. Fogarty"  
Solicitor for the Appellant

TO: The Registrar of the Court of Appeal of  
New Zealand

30

AND TO: The Registrar of the High Court of New  
Zealand at Christchurch

AND TO: The Respondent and his solicitor, P.B. Jarman,  
Esq., C/- Messrs Loughnan Jarman & Co., 79-83  
Hereford Street, Christchurch

NOTICE OF MOTION  
ON APPEAL

THIS Notice of Appeal was filed by JOHN GERARD  
FOGARTY, Solicitor for the Appellant, whose address  
for service is at the offices of Messrs Weston Ward  
& Lascelles, 123 Worcester Street, Christchurch.



BETWEEN      CANTERBURY BYE-PRODUCTS LIMITED

Plaintiff

A N D      W.D. WISEMAN

Defendant

STATEMENT OF CLAIM

Wednesday the 17th day of October 1979

THE Plaintiff by its Solicitor says:-

1. THAT it is a duly incorporated company carrying on business as an Abattoir in Canterbury.

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2. THAT pursuant to Deeds of Delegation dated the 29th day of September, 1950, the 16th day of October, 1961 and the 23rd day of May 1973, the Plaintiff is empowered to carry on business as an Abattoir pursuant to Section 14 of the Meat Act 1964.

3. THAT the Plaintiff has made rules pursuant to the provisions of the Meat Act 1939 and the Meat Act 1964.

20 4. THAT pursuant to its rules and the provisions of Section 23 of the Meat Act 1964 the Plaintiff is entitled to claim and have paid to it prescribed fees known as hanging fees in respect of meat sold for consumption within the Abattoir district and derived from stock slaughtered in another Abattoir or in any export slaughterhouse.

5. THAT the Defendant has sold meat for consumption within the Plaintiff's Abattoir district which meat has been derived from stock slaughtered elsewhere other than at the Plaintiff's Abattoir.

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6. THAT the Plaintiff is not aware of the full extent of the Defendant's trading of meat as pleaded in the foregoing paragraph but is aware that the Defendant is currently trading in this manner and has been so trading since at least the month of August 1979 and has been for intermittend periods over the past few years.

7. THAT the Defendant has failed to pay any of the said hanging fees.

20

8. THAT the Defendant has failed to make returns, pursuant to the rules, of quantities of meat sold in the Abattoir district as pleaded afore-said, in breach of Section 23 of the Meat Act 1964.

WHEREFORE the Plaintiff claims against the Defendant:

- (a) That a declaration should issue pursuant to the provisions of Section 14 of the Meat Act that the Defendant is liable to pay to the Plaintiff the prescribed fees for stock killed outside the Plaintiff's district but sold or traded within it by the Defendant.
- (b) The taking of accounts between the parties.

## STATEMENT OF CLAIM

- (c) Judgment for such sum as shall be awarded on the taking of the accounts.
- (d) The costs of and incidental to this action.
- (e) Such further or other relief as to this Court may seem just.

THIS Statement of Claim is filed by JOHN GERARD FOGARTY, Solicitor for the Plaintiff, whose address for service is at the offices of Messrs Weston Ward & Lascelles, 123 Worcester Street, Christchurch.

BETWEEN      CANTERBURY BYE-PRODUCTS  
Plaintiff  
A N D      W.D. WISEMAN  
Defendant

AMENDED STATEMENT OF DEFENCE

Tuesday the 12th day of February 1980.

- 10      1. THAT he admits the allegation in Paragraph 1 of the Statement of Claim but says that between the 1st day of October, 1960, and the 15th day of January, 1974 the Plaintiff held no proper authorisation under the relevant empowering legislation to carry on the abattoir business.
2. THAT he denies the allegations contained in Paragraph 2 of the Statement of Claim.
3. THAT it has no knowledge of and therefore denies the allegations set out in Paragraph 3 of the said Statement of Claim but says that even if the Plaintiff is correct in its contentions then the Defendant says:
- 20      (a) That the Rules referred to lapsed or expired on the 1st day of October, 1960: and
- (b) No Rules were promulgated by the Plaintiff or approved by the Minister of Agriculture under the Supplemental Deed dated the 16th day of October, 1961 which purported to extend the term of the original Deed dated the 29th September, 1950: and
- (c) That even if, (which is denied), the effect of the Supplemental Deed dated the 16th day of October, 1961 was to preserve to the Plaintiff the right to enforce the said Rules in terms of the Meat Act 1939 or the Meat Act,
- 30

AMENDED STATEMENT  
OF DEFENCE

1964 such right lapsed or terminated on the expiry of the Plaintiff's delegated authority, on the 1st day of October, 1970.

10 4. THAT he denies the allegations set out in Paragraph 4 of the said Statement of Claim and says that no Rules have been promulgated by the Plaintiff pursuant to the Deed of Delegation dated the 23rd day of May, 1973 or as required by the Meat Act of 1964 or otherwise howsoever from the 1st day of October, 1960 and he therefore denies that the Plaintiff is entitled to claim hanging fees.

5. THAT he admits the allegations contained in Paragraph 5 and 6 of the Statement of Claim.

6. THAT he admits the allegations in Paragraph 7 of the Statement of Claim but says he is not now or ever has been under any obligation to pay hanging fees to the Plaintiff.

20 7. THAT he admits the allegations contained in Paragraph 8 of the Statement of Claim but says that in the circumstances set out in Paragraph 2, 3 and 4 hereof the Plaintiff has no authority or right to require or demand returns.

AND FOR A SECOND GROUND OF DEFENCE the Defendant repeats the allegations and denials hereinbefore set out and says:

30 8. THAT even if the Rules of the Plaintiff had not lapsed or expired (which is denied) that such Rules were not promulgated by the Plaintiff in the manner required by either the Meat Act 1939 or the Meat Act 1964 in that:

(a) Variations and alterations from time to time made to the rates or charges which the Rules purport to prescribe have not been approved by the Minister of Agriculture or his delegate.

AMENDED STATEMENT  
OF DEFENCE

9. THAT the non-compliance referred to in Paragraph 8 hereof invalidates the amount of charges which the Plaintiff purported to make and it has no authority or right to make demand of the Defendant pursuant thereto for the amounts so claimed.

AND FOR A THIRD GROUND OF DEFENCE the Defendant repeats the allegations and denials hereinbefore set out and says:

10 10. THAT the Rules promulgated by the Plaintiff and referred to in Paragraph 3 of the Statement of Claim and in particular Rule 38 thereof, are ultra vires the powers of the Plaintiff as prescribed by the Meat Act 1964 and uncertain in that:

(a) Rule 38 (a) (ii) purports to apply to a class of persons defined by Section 22 (5) of the Meat Act 1939, which subsection was repealed by the Meat Act 1964;

(b) Rule 38 (a) is in its terms uncertain;

20 (c) Rule 38 (b) purports to prescribe requirements not authorised by either the Meat Act 1939 or the Meat Act 1964;

(d) Rule 38 (c) purports to prescribe requirements which are in conflict with or repugnant to Section 23 (3) of the Meat Act 1964.

30 11. THAT in the circumstances referred to in Paragraph 10 hereof the Plaintiff is not entitled to require the returns referred to in Paragraph 8 of the Statement of Claim and the Defendant is under no obligation to pay hanging fees as alleged in Paragraph 4 of the Statement of Claim.

THIS Amended Statement of Defence is filed by PAUL BRYAN JARMAN Solicitor for the Defendant whose

AMENDED STATEMENT  
OF DEFENCE

Address for Service is at the Offices of Messrs.  
Loughnan, Jarman & Co., Solicitors, 79-83 Hereford  
Street, Christchurch 1.

NOTES OF EVIDENCE TAKEN BEFORE THE HON.MR JUSTICE COOK

Hearing: 18 February 1980  
 Counsel: Fogarty and Couch for Plaintiff  
 Willy for Defendant

MR FOGARTY OPENS AND CALLS:PETER GRAY SCOULAR (SWORN)

I am the Deputy General Manager and City Engineer of ChCh City Council. I was appointed City Engineer in 1963. My duties since that time have required me to be familiar with the relationship between ChCh City Council and Canty Bye-Products Co Ltd. I now produce the three documents bound tog., the deed dated 29.9.50 anor dated 3.7.57 and the third dated 16.10.61 as Ex.1. I produce as Ex.2. a Deed between the Council and Coy dated 23.5.73. I produce as Ex. 3 extracts from the ChCh City Council Minutes dated 21.9.60 being two pages, one under item 10 a recommendation by the Abattoir and Reserves Committee and the 2nd page 48727 showing clause 10 as adopted.

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Witness reads recommendation.

I was not employed by ChCh City Council during the period we are talking about 1960. If the company had not continued to operate the Abattoir from that period of time I wld be aware from the files I have had in my possession over the years. The files generally indicated to me that the company had contd to act as the delegate of the Council. As I understood it the partics contd to deal with each other as if the Deed was in fact effective. I now produce as

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Ex.4 two pages numbered respectively 68 and 4167 both dated 9.9.70, one numbered 68 being the report of the chairman of the Works and Services Committee,



NOTES OF EVIDENCE  
IN THE HIGH COURT

and extract therefrom, and the other recording the adoption of his report, partic. clause 13 relating to the delegn. Page 68 was signed by the chairman, the chairman's report of the Committee to the Council. Witness reads report. I now produce as Ex.5 copies of the City Council Minutes dated 19.10.70, a set of 3 pages, extracts from the Minutes dealing with the report from the Sub Committee relating to the Deed of Delegation Item 11 and the third page dealing with order of the day clauses 1-12 adopted. Witness ref. to Exs 4 and 5. I said in my earlier evidence that part of the extract of 9.9.70 was a report of the Works and Services Committee to Council, Ex. 4. That part of Ex. 5 which is of a similar character is also a report of the Works and Services Committee to Council. Witness reads 1st para. of report from Minutes of 19 Oct. and recommendation. I now produce as Ex.6 a letter from The Town Clerk ChCh C.C. to Weston Ward & Lascelles dated 30.10.70. Witness reads letter. Those instructions were not followed immediately. As to what the reasons - The factual backgrd as to the relationship between the parties at this time leading up to the new 1973 Deed, the City Solr may well have been working on the Deed. Events rather caught up on the action. From 1964 when the modernization programme commenced the Council, the Coy and the Dept. of Agriculture had been in considerable negotn. The initiative for modernization initially came from the Council but it appeared that almost coincidentally the Dept of Agric. set out to raise the standards generally of abattoirs and slaughterhouses throughout the country. The modernization of course had to be done to the satsn and with the approval of the Department. The City Engineer's Dept was for the first 5 or 6 years

directly concerned with the planing and prepn for work. The work was financed by agreement with the parties and the local freezing works, by an additional levy on the meat killed, in effect an increase in hanging fee. In the first few yrs this produced suff. money but the operating techniques of the meat industry on the requirements of the Dept of Agric. seemed to be in a state of evolution and there was a great deal of confusion as to priorities for work. The priorities were

10 determined by the company, by the Dept and by the availability of finance. It became very difficult to reconcile the views of the parties concerned and in particular the Dept's priorities seemed to change and there was a stage when they in fact threatened the withdrawal of a licence. When they threatened to withdraw the licence it was round 1972 or 1973.

BENCH: You spoke of hanging fees, those were for killing meat in the abattoirs or meat killed elsewhere? Yes. I think I am correct in saying the fee applied

20 to meat killed at the abattoir and outside. COUNSEL: There were financing and programming problems. In the event the Council felt it was probably better to end the tripetite arrangement and opt out, I am ref. to the Council, and to opt out and leave it to the company to negotiate directly with the Department. This in fact happened of course and the Deed of Delegation was extended a good deal further than had orig. been proposed in 1970. In fact by early 1972 the sitn was so confused work actually stopped on modernization

30 programme pending some resolution. The Deed extended the delegation, effectively it allowed the company to negotiate with the Dept or required the coy to negotiate with the Dept and to bring the abattoir to the standard required by the Dept and to maintain it.

NOTES OF EVIDENCE  
IN THE HIGH COURT

The Council retained only a general supervisory right to insure the maintenance was adequately carried out. During these negotns relating the programme of modernisation the relationship between the coy and Council, so far as the Council was concerned the company was running the abattoir. On a day to day basis. As to any suggestion that the Council might want to resume opern of the abattoir, there was none at all, rather to the contrary I think. As to any suggn that the company might cease operating or wanting to operate the abattoir, not to my knowledge. As to what document regulated the relationship between the parties during the period 1970-73, I can't speak from the legal sitn but as a matter of fact I assumed and I believed Council did Deed was to be extended under right of renewal and was adopted. The 1961 Deed. My assumptions relating to the 1950 Deed at that time, I don't think I considered it. I was assuming that there was a Deed. As a matter of fact there was no change in the relationship between the parties. BENCH: From a purely practical pt of view it was rather like a lease being permitted to run on? Yes in fact all changes during this period were approved and other action taken, notes from other Depts, we were not conscious of any change in the legal situation.

ADJOURNED: 11.30

NOTES OF EVIDENCE  
IN THE HIGH COURT

RESUMED: 11.45

WILLY XXD:

I understand you will be the only witness called from ChCh C.C., as you understand the posn concerning the Deeds is it that the first one was made in Sept. 1950 for a period of 10 years to expire of 1.10.60? That is my understanding. You understand that the next step leaving aside a minor matter relating to insurance was that on 16.10.61 the term of the delegation was

10 extended until the 30.9.70? I understand so. And may I take it you are aware it is plain from that document that it conferred upon the plaintiff company a right of renewal of the delegation for a further period of 10 years to 1.10.80? Yes. You may not be aware of the precise terms of that right of renewal - counsel reads from Deed part of Ex.1 para. 2 of Deed of 16.10.61 "If the company ... original Deed" - as far as you are aware was the Council ever given a notice such as is ref. to in that para. by the company

20 or anybody on its behalf? No, I have not checked to see if this was so. Do you know of yr own knowledge whether such notice was given? No. Was the next step - I was not at that time employed by ChCh C.C. Was the next step as far as you are aware the deed of 1973? Yes. Witness ref. to copy of Ex.2. You will notice the doc. is dated 23.5.73, wld you turn to page 2 para. 1(d) which tells us "This deed ... 1973", what was the significance of that date? I am not aware it had any partic. significance other than

30 it was the most convenient date., for completion of negotns. Were negotns complete by that date? As far as I am aware. They were completed by 23.5.73 when the deed was dated? I can't answer that. It may well have something to do with the convenience of Council meetings. You told us that you hadn't been

NOTES OF EVIDENCE  
IN THE HIGH COURT

called upon to give any attention to what deed was regulating between the parties between 1961 and 1970 and 1971-1973? I don't recall saying that in that way. Did you give any thought at any time as to what Deed of Delegn was as a mater of fact regulating the rights of the parties between 1960-1961 and 1970-73? Yes, in the context that I was concerned with the redrafting of the 1973 deed and necessarily had some reference back to the existing deed. What did you think was regulating the rights of the parties between those two dates? The latest deed. In 1960 what deed was that? I wasn't employed at the time nor have I given it considern. The 1970-73 period which Deed did you think was regulating? That of about 1960 1961. The Deed of 1961? Yes. Is it common ground that from the mid 1960s onwards major changes in the administration of the abattoirs was forced upon the council and the company by the Ministry of Agriculture? I think it was later than that. that the significance was realised and it was not till 1972-73 that the actual changes took place. Is it common ground by the time of the expiration of the 1961 deed that there were major changes in the admin. of abattoirs throughout N.Z. and in partic. ChCh? No I don't believe there was major changes during that period. Wasn't there even some doubt during 1972 that the abattoir system in N.Z. wld even continue? Yes. And was not thought given to an alternative system of meat killing for local areas? So far as I can recall the only considern given to alternative killing methods related to the arrangements which wld be made if the licence was withdrawn by the Dept for the ChCh Abattoir. At that time both the coy and Council considered approaching the freezing works to see whther they cld temporarily kill part of the abattoir stock and whether

they could temporarily employ some of its staff. Although this was considered I don't recall it taking place. Wld it be fair to say the whole abattoir system between 1970 and 1973 was in the melting pot? I can't answer that. When you say you can't answer is it simply because you haven't suff. background inform? I simply haven't given any thought to it. Between 1970 and 1973 the whole basis of relations between the company and yr council for opern of the abattoir were undergoing a major change? Yes.

10

The City Council was breaking new ground by conferring very much wider powers on the company in the running of the abattoir? Yes. And of course common ground between the 1961 Act and 1973 deed there had been a consolidating and amending Meat Act of 1964?

Certainly. Is it accurate to say that the outcome of those negotiations between 1970 and 1973 were by no means a foregone conclusion in any respect? The whole situation was very fluid at the time. And

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although no doubt everybody hoped that the negotiations would reach fruition in the way that they in fact have, I suggest to you that that was by no means guaranteed until the Deed was finally executed in 1973? In my view there was no doubt at all that the Council wished the company to continue as the delegate. I don't think it was too concerned about the Deed at that time. The pressure of the Dept and the problem of finance were overwhelming. Whether or not the company contd on as the delegate depended very much on the solution of those problems of finance and capital works necessary?

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No I think it was irrelevant. I don't think whether the coy contd as delegate had anything to do with finance problems.

Is it your understanding the company was bound to continue during the yrs 1973 in the running of the

abattoirs? Yes. Pursuant to what? It was my understandg if the Council had wished to cancel the delegation because of any shortcoming on the part of the company it had that opportunity in 1970 but it in fact confirmed its intention to confirm the delegation.

10 Were you party to negotns concerng drafting of the deed? Some of them. Is it within yr knowledge the contents required some amendment before it was finally accepted? I don't really understand the question. The first draft didn't become the final deed, it was amended on the way? I can't answer that I wld be surprised if it did. Are you familar with any amendments in fact made to the first draft? No not now. Wld it refresh yr memory if I suggested to you that the solrs acting then for Bye-Products one amendment suggested or required was an amendment to the rule making power of the company under the new deed? I recall there was discn on this. You recall  
20 Mr McClelland refused to accept the draft so far as it related to the coy's power to make rules on the ground that he considered the making of rules should not be vetted by yr Council but were a matter between his client and the Dept? I understand that was the discn the rules are not now vetted by the Council. Before they had been? Yes. The present operative deed is 23.5.73? Yes. Witness ref. to deed. Para 12(e) on page 7? Yes I am in error. There is provsn for the rules to be submitted to the Council. Do you know  
30 what was the nature of the dispute between the parties about that partic. provision? No I am not familiar with it. In mid 1972 the abattoirs were under a threat of closure by Min. of Agriculture and they issued a formal notice as at the end of June 1972? Yes. You recall that one of the grounds upon which

the Minister proposed to lift the closure was that he received for his approval a new deed of delegation embodying the new proposals for the running of the abattoirs? I can't recall it being a condition, it may well have been but certainly the Dept drew our attention to the fact. Are you aware the first deed submitted to the Min. was not accepted by him, its terms didn't accord with what he understood to be the basis of discn between the parties? No I can't recall the detail of it. Is the posn you simply have no recollection? Right. Wld you be prepared to accept that until the final draft which became the deed in 1973 was signed or approved by all parties there was in fact no certain and ascertainable basis for the administration of the abattoir? I don't think I am competent to answer that.

FOGARTY RXD:

You said in yr exam. in chief during this period immed. after 1970 from the Council's point of view in terms of fact there was no real change in the relationship from that which existed just prior to 1970 between it and the Council? Thats right. With reference to my learned friend's use of the phrase "an ascertainable basis" was there any change as a matter of fact in admin. procedures relating to things like accounts between the parties before 1.6.73? No. At the start of his cross-exam. my learned friend referred to asking you whether you agreed the whole basis between the company and council was undergoing change between 1970-73 and you agreed, what did you take he was ref. to when he asked you that question? I understood he was ref. to the respons. for financing and maintaining the work. When in fact did it change? Around about the middle of 1973 at the time of completion of the deed. Was there any change in the financial structure



NOTES OF EVIDENCE  
IN THE HIGH COURT

or administrative respons. before 1 June 1974? I can't answer that specifically, the sitn up until about that time was the contractors working on modernization were employed by City Council and payments were made by the Council, following that they were employed by the company and payments made by the company. What is the reference to "that"? The 1973 deed.

10 BENCH: The negotiations that took place between the Council and the coy leading up to the 1973 agmt did they proceed on the basis if you failed to reach agmt the coy was entitled to an extension on the same terms as the previous deed or on the basis the council can say we will take away yr licence and won't give you a new deed? There was certainly no threat to the delegn, I think both the Council and coy wanted some amendments to the deed. There were threats of licences being cancelled and no meat available in ChCh, the debt itself wasn't given great urgency. You felt  
20 there was agmt in either side there shld be amendments? Yes.

ALAN STEWART MARSHALL (SWORN)

I reside in ChCh and I am Mging Director of Canterbury Bye-Products Ltd. I joined the company in 1964. As its accountant. I was appointed its secretary in 1966 and then in 1970 I was appointed assistant managing director while also retaining my position as secretary. In 1977 I relinquished post of coy secy but kept the post of assistant managing director and  
30 in 1978 I was appointed managing director. I now produce as Ex.7 the original 1950 rules of the company made pursuant to the Meat Act. I am generally familiar with the deeds of delegation and the relationship between the company and the Council from 1964 on, and

what has happened since 1964. During that time the company has never considered ceasing to operate the abattoir as a delegate of the Council, never in my time with the coy has there ever been any thought of relinquishing the control. The reason is shareholders of Canty Bye-Products Co are all meat wholesalers and retailers in the ChCh area. We are a regd co-operative company under the 1966 Co-op Companies Act. Our shareholders buy stock on the

10 hoof for their businesses and it is very important to them to have control over a slaughtering point, this being the ChCh City Abattoir.

Witness ref. to Ex.6. In my capacity in 1970 as secy of the coy and asst general mger I was generally aware of the Council's decision to extend the delegn for anor decade. I was aware of the Council's desire for us to continue operating the abattoir, this

partic. meeting ref. to here I do not recall if I was a party at that meeting, but I recall discns takg

20 place between the mging director at that time and his reporting back along those lines. October 1970 and the mths following it did not mark any change in the procedure between the company and Council, there was absol. no change in that period, the status quo remained as had been the case in previous years.

Witness ref. to copy of 1950 Deed. Clause 3(b). Payments were made to the Council relating to the sinking fund between 1970 and 1973, as they had been throughout most of the years going back to the

30 last loan the Council had raised back in the early 1960s, the fund for the new mutton killing chain and these payments contd to be made through the Council. Witness ref. to extracts of company minutes. They are authentic, they are signed by Mr Kirkwood mging director of the company during that period. I

NOTES OF EVIDENCE  
IN THE HIGH COURT

produce as Ex.8 a set of 3 documents, extracts from Minutes of Company dated 30.11.70, 29.11.71 and 29.1.73 showing various amendments to cl. 1 and 4 of rule 40 of the Rules. The purpose of those amendments was to alter the current charges for services at the abattoir. Such amendments during my period were made, this has varied over the years really according to the increase in costs that have taken place at the abattoir. There have been some occasions where there may have been 2  
10 alterns in one year and other occasions where the alterns may have been 18 months apart.

During 1970 and 1973 the abattoir was registered under the Meat Act, in fact application to the Ministry of Agriculture and Fisheries has to be made every year. And we continued to do so and were registered as the controlling authority by the Min. of Agriculture and Fisheries during those years. I produce as Ex.9, 10  
20 Dept of Agric. notices being ctes of renewal dated 26.8.71 and 8.9.72. I produce as Ex.11 notice dated 6.11.73. These cover the years 1971, 1972 and 1973.

As to the position in 1970, the company was then registered as controlling authority and there should be a certificate covering that period too. Not should be, there is a certificate. I produce as Ex.12 the certificate for 1970. As to what led up to the execution of the 1973 deed, the position was that during the mid 1960s the Dept of Agriculture as it was called then was requiring considerable upgrading at all meat works. A plan was worked out in 1967  
30 between the Council and the company and the Ministry governing the upgrading of the ChCh City Abattoir. A system of financing this upgrading through revenue was agreed on by all parties. The Ministry of Agriculture towards the end of the 1960s were not happy with the speed at which the upgrading was taking place.

NOTES OF EVIDENCE  
IN THE HIGH COURT

Early in 1970 the then director of the meat division Mr Watt retired and a new director, Mr McNabb, was appointed. With this appointment considerably more pressure came on upgrading the abattoirs and I think all other meat works in the country. Many meetings took place between the Council, ourselves, and the Ministry during 1970, 1971 and 1972. It was becoming clear at that stage that an alteration to the terms that we were operating under was required. The

10 terms of the 1950 deed which we had operated under through to 1970 were now not covering the changing circumstances which were being brought about by the implementation of the 1969 Meat Regulations. This in turn led to the situation where between ourselves and the Council we could see that for the smooth opern of the upgrading and modernisation greater authority to negotiate with the Dept was required. And these alterations were eventually recorded in the 1973 agreement. These alterations took effect from the

20 beginning of the new agreement which I think was 1 June 1973. Up until that time all the funds raised by the company were paid to the ChCh City Council who were responsible for the upgrading and modernisation programme. From 1 June 1973 the company assumed full responsibility for the modernisation and upgrading. Witness ref. to 1950 and 1973 deeds. Some of the important diffs. between the 1950 and 1973 deeds, the first and most important diff. is in clause 8 of the 1973 deed. That clause made the company solely

30 responsible for providing finance for the maintenance reconstruction or extension of the abattoir. The following clause 9 gave the company freedom to negotiate direct with the Min. of Agric. and Fisheries concerning the upgrading programme. Clause 4(g) made provision for reps. of the Council to attend

NOTES OF EVIDENCE  
IN THE HIGH COURT

directors meetings on abattoir business and clause 3 did away with the provisions in the 1950 deed relating to depreciation. Those were the main alterations. There were some other minor tidying up alterations made but they were the significant alterations. I didn't come to the company till 1964, 1960-1961 the managing director was Mr Jack Sprosen. He is deceased now. The managing director Mr Churchward who preceded him joined the company during 1962.

10 I produce as Ex.13 a company file headed "Abattoir Letters No. 3". I confirm the file contains a letter from the ChCh C.C. to the Managing Director of Canty Bye-Products dated 6.10.60. I confirm it contains a letter from Weston Ward & Lascelles to the Canty Bye-Products Co. dated March 1961 and a copy of a letter from Dept of Agric. dated 13.3.61, a letter from Weston Ward & Lascelles dated 28.3.61 to Sec. Canty Bye-Products Ltd. A letter from Weston Ward & Lascelles dated 22.5.61 to Canty Bye-Products Ltd.

20 A letter to Weston Ward & Lascelles dated 29.3.71 apparently signed by the managing director. I am not aware of any break in operation of the abattoir by the company since October 1950. To my knowledge there has been no break whatsoever in the administration of the abattoir by the Canty Bye-Products Co. I now produce as Ex.14 a set of the Memo. of Articles and Objects of Assn of the Company.

ADJOURNED: 12.55

NOTES OF EVIDENCE  
IN THE HIGH COURTRESUMED: 2.20WILLY XXD:

Are you aware of the fact the 1961 deed gave yr coy a right of renewal of its delegn for a further 10 yrs from 1970? I am aware of this. And are you aware that this right was exercised by yr coy giving a notice to the ChCh C.C. formally exercising the right? Yes. I am aware of that. To yr knowledge was any such notice ever given? To my knowledge discn took place between

10 the mgng director on the subject and a letter was ref. from our solrs on the subject, that is the letter from our solrs Weston Ward & Lascelles to the ChCh City Council in Sept. 1970. Oct. 1970, is that the only notice of any description? Yes that is the only notice that I am aware of. In 1970 when the Deed of 1961 expired, I suggest to you there were a no. of possibilities which might have occurred as to the future of the abattoir at ChCh, I suggest to you the abattoir system cld have been abolished and

20 freezing works taken over the killing of the stock? I most def. do not accept that was a real poss. Under the 1950 Deed of delegn as it was extended in 1961 there was a right of renewal in there for 10 yrs and this virtually was an automatic right of renewal providing we complied with certain requirements in the 1950 Deed as extended in 1961 and we had complied with those requirements. Some evidence was given by Mr Scoular this morning the Council contemplated the demise of the abattoir system and takg over of that

30 work by freezing coy. That is news to me, as far as we are concerned there was never any question we wld not continue to be the controlling authority. The 2nd poss. was the status quo as existed up to 1970 shld continue? In fact that is what did happen, the status

quo did continue. I suggest to you the whole basis of the financial arrangements upon which the abattoir depended was changed after 1973? It was changed after 1973 but we must look at what did happen in 1970 or a yr prior to that. In 1969 meat regulations were tabled in fact were passed, and these were setting stds of upgrading and hygiene throughout the meat industry. They were framed in fairly broad terms. The implementation of these regulns came at the

10 end of Mr Watts term as director of the meat divsn and the implementation of these regulns put the pressure on upgrading the abattoir in partic. In 1970 Mr John McNab was appointed dctr of the meat divsn and being a new broom he came on very strong in enforcing these regulns. What do you want the Ct to infer from that? Status quo contd as far as relationship between the Council and ourselves but there was this outside influence coming in from the Min. of Agric. and Fisheries in the implementation of these regulns,

20 they were not happy with the progress being made in the upgrading of facilities at the abattoir. I suggest there was a third poss. which is what actually happened, there was a fundamental change in the basis of the relationship between yr coy and the Council as a result of negotns from 1970-73? That is correct, that change evident in the agmt made in 1973 was brought abt by the continuing pressure from Mr McNab who was showing he was getting somewhat frustrated in dealing with the 2 parties in the admin. of the abattoir.

30 The 1969 regulns were not only ref. to facilities but also to hygiene and techniques. And as such the dept were working with the company on the one hand as to slaughtering techniques, cleanliness and this sort of thing and on the other hand with the Council. Many of these things in fact overlap, its very hard

to divorce cleanliness of walls and hygiene from actual facilities and this is what in fact brought about negltn to the changes in the 1973 agmt. May we take it from that that yr coy needed those changes which came about in order to continue the opern of the abattoir? No I don't agree with that, we didn't need them for the continuation of the abattoir but they were certainly desirable for the smooth running of the abattoir. They were changes yr coy pressed hard for? No I wld'nt say we pressed hard for them, we cld certainly see they wld be advantageous in the controlling of the abattoir that we as controlling auth. had the respons. of dealg direct with the director of the meat divsn. Did not yr mging director Mr Churchward attend the council meeting early in the 1970s and present a 5 page submission on the desirability of those changes? This cld have been so but the specifics of that circumstance I do not recall. Was the practical consequences of changes made that whereas under the 1950 deed the council recvd a lge part of revenue from the abattoirs the Council were respons. for mtce and upgrading of the abattoirs whereas under the new arrangement the company got the money and the respons? That is correct. May we take it that that was a change which reqd the agmt of the Min. of Agriculture? Yes correct. Bd of director of yr company? Correct. And ChCh C.C.? Correct. Wld you accept the proposition that the Deed of 1973 was not a mere formality? No I wld not accept that quite definitely from the company's point of view it was a formality. It was just simply reducing to paper agmts that had been thrashed out. I should have said that the agmt ambodied in the deed were not a mere formality they were the result of intensive negotns between the 3 parties? I don't



NOTES OF EVIDENCE  
IN THE HIGH COURT

think I wld agree with the work intensive but they were the result of negotns between the 3 parties with a common view in mind and that was the smooth running of the abattoir in future to suit all parties and protect the meat consumers in the ChCh area. The fact the deed took 3 years to be finalised and signed is some evidence of the diff. and complexity of negotns? I do not accept that. As I have already explained, the new director of meat divsn Mr McNab was appted during 10 1970 and the pressure came on in 1970 and the orig. discns which had taken place with Mr Churchward and Council were starting to show further changes were necssy for the smooth runing of the abattoir in future and more partic. in late 1971 1972 discns on these changes partic. during 1972 when Mr McNab put the closure on the abattoir and at that point in time an extension was gained from my recollection 31.7.72 was the date he put on closure of the meat and pig house, he extended that to 29 Sept. and again to 20 30 Oct. on the proviso the Council passed over the raising of the funds and they were the party his Dept wld negotiate with in future. What deed did you think you were operating under in 1970-1973? We didn't merely think we knew we were operating under the 1950 deed as amended and extended in 1961 and as the Council had indic. with their concurrence to its extension. That was a 10 yr right of renewal in the 1961 amendment. Under the Deed of 1973 my friend will argue you had power to make rules regulating 30 the conduct of the abattoir? Yes correct. Those rules must be laid before the City Council for approval and the Minister? Amendments to those rules must be laid before both those parties you mentioned. As we have a set of rules we have not contemplated making a new set of rules so it wld only be amendments we place

NOTES OF EVIDENCE  
IN THE HIGH COURT

before the parties. You take the view the 1950 rules are still valid and you have given no thought to new rules under the 1973 agmt? No the only thoughts we gave were to necssy amendments and the rules were quite adequate to cover events from 1973 onwards.

FOGARTY RXD:

10 The - Did at any time the negotiations leading up to the 1973 agmt that took place after Oct. 1970 have as their subject-matter the question of the duration of the Deed or duration of the delegation? You mean in the new terms. Yes. Discn, I don't recall exactly the discn takg place but it must have because in those amended terms we got a further right of renewal of 10 years from Oct. 1980. That is the only aspect of this discn? I have no recollectn of any other discn on that.

BENCH: With whom does ownership of the abattoir lie? I think the exact term is the Mayor and Citizens of ChCh. They own the abattoir? Yes.

(CONCLUSION OF EVIDENCE FOR PLAINTIFF)

DEED - 29/9/50 - PART OF EXHIBIT A

THIS DEED made the 29th day of September One thousand nine hundred and fifty B E T W E E N THE MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF CHRISTCHURCH, a body Corporate existing under the Municipal Corporations Act 1933 (hereinafter with its successors called "the Council") of the one part

10 A N D THE CANTERBURY BYE-PRODUCTS COMPANY LIMITED, a public company duly incorporated under the Companies Acts of the Dominion of New Zealand and having its Registered Office situate at 227 Manchester Street, Christchurch (hereinafter together with its successors and assigns referred to as "the Company") of the other part:-

20 W H E R E A S the Council under the provisions of the Meat Act, 1939 has established maintained and is maintaining an abattoir for the purposes of providing services for the Christchurch Abattoir District (hereinafter referred to as "the District")

AND WHEREAS the Council has resolved to delegate to the Company its power to maintain the abattoir and the Company has agreed to accept such delegation of power upon the terms and conditions hereinafter appearing

NOW THIS DEED WITNESSETH that in pursuance of the powers vested in the Council under and by virtue of the Meat Act, 1939 and of the said agreement the parties hereto agree as follows:-

30 1. THE COUNCIL doth hereby delegate to and the Company doth hereby accept the delegation of the Council's power to maintain the abattoir land and

J.H.S.  
W.R.M.

premises more particularly described in the First Schedule hereto (which abattoir land and premises are hereinafter called "the Abattoir") in accordance with the provisions of the Meat Act, 1939 and subject to the provisions hereinafter contained . . . . .

2. THE term of the delegation shall be for a period of TEN YEARS from the 1st day of OCTOBER 1950 . . . . .

3. THE COMPANY shall pay to the Council by way of annual rent a sum equal to the total of the amount of the

10

- (a) annual interest payments on the Council's Abattoir present and future loans,
  - (b) annual Sinking Fund on the Council's Abattoir present and future loans,
- a n d

(c) annual sum which the Council by Resolution decides shall be appropriated to the renewal and depreciation fund established in respect of the Abattoir for the purpose of making provision for renewing or replacing the abattoir premises or the equipment or any part of the equipment that may become worn out, obsolete or otherwise unfit for use in connection with the Abattoir (such amount not to exceed in any one year an amount equal to the sum of 1½% of the value for the time being of the buildings and 7% of the value for the time being of the plant and equipment installed in the Abattoir).

20

30

SUCH rent shall be payable HALF-YEARLY on the FIRST days of APRIL and OCTOBER in each and every year during the said term, the first of such payments shall be made on the 1st day of APRIL 1951 . . . . .

J.H.S.  
W.R.M.

4. THE COMPANY for itself its successors and assigns agrees throughout the said term to observe and perform the following agreements and stipulations, namely:-

- 10
- (a) Not to assign, sub-let or part with the possession of the said premises or any part thereof for the whole or any part of the said term,
- (b) At all times during the term hereby created to keep all plant, equipment and effects set out in the Second Schedule hereto and the demised premises and all buildings and erections now or hereafter during the term standing or being thereon, and all fences, drains, ditches, gates and doors and windows, fixtures and fittings, and the sanitary and water apparatus and drains thereof in good clean and tenantable and serviceable repair order and condition (depreciation by fair wear and tear and natural causes and damage by fire, flood, earthquake or inevitable accident without neglect of the Company alone excepted) and will at the expiration or sooner determination of the said term quietly yield up the demised premises and the said parts thereof and plant, chattels and effects in the like good clean
- 20
- 30
- (c) Not to remove any fittings or fixtures from the demised premises, not to cut or maim any timber or walls of the demised premises or any part thereof nor to make

or cause to be made any structural alterations to the demised premises without the written consent of the Council first had and obtained,

10 (d) Not to permit or suffer to be carried on in or upon the demised premises any noxious noisome illegal or offensive art trade business occupation or calling nor to do or suffer anything whereby the insurance of the said premises may be refused or cancelled or the premium in respect of such insurance increased,

(e) At all times throughout the said term to keep the demised premises occupied AND to comply with in all respects all Acts by-laws and regulations for the time being in force in the District in which the demised premises are situated so far as they relate to the demised premises,

20 (f) To permit the Council or its agents or servants at all reasonable hours to enter upon the said premises to view the condition thereof and to give or leave notice in writing upon the said premises for the Company of all defects and wants of repair there found AND within seven days after the receipt of every such notice well and sufficiently to repair and make good such defects and wants of repair for which the Company may be liable hereunder and whereof notice shall have been so given or left: AND in default of so doing to permit the Council (at its option) or its agents or servants to take such steps and measures, expend

J.H.S.  
W.RM.

such moneys and do all such other acts and things as the Council shall consider necessary to make good such default and any moneys expended by the Council in so doing together with interest thereon at the rate of £8 per centum per annum computed from the time or respective times of such moneys being actually expended by the Council until actual payment thereof by the Company to the Council shall be payable on demand by the Company to the Council or may be recovered by distress in the same manner as if the same were arrears of rent reserved by these presents.

10

5. THE COMPANY will pay all rates, taxes and assessments due and payable upon the said land during the said term ... ..

6. THE COMPANY will pay all inspection and other fees which may become due and payable to the Department of Agriculture or any other person or persons ... ..

20

7. THE COMPANY "will insure" in the name of the Council with a company, body corporate, person or persons approved by the Council. The words "will insure" shall have the meaning ascribed to them in the Sixth Schedule of the Land Transfer Act, 1915. The Council shall not be obliged to expend in re-instating the premises a greater sum than is obtained under any insurance policy or policies.

30

8. THE COMPANY will "paint and paper inside in the second and seventh year", within the meaning

assigned to such words by the Land Transfer Act, 1915, all the erections on the said land ... ..

9. THE COMPANY will "paint outside in the second and seventh year" within the meaning assigned to such words by the Land Transfer Act, 1915 all the erections on the said land ... ..

10. THE COMPANY will pay all charges for water consumed and used by the company PROVIDED ALWAYS that the Company may consume or use the water in the Wells situate on the land described in the First Schedule hereto free of all charges ... ..

11. THE COMPANY shall have the control and administration of the dwellings and other buildings now standing or hereafter erected on the said land PROVIDED ALWAYS that the Council shall not be under any obligation to give vacant possession of the said dwellings or buildings ... ..

12. THE COMPANY will at all times punctually perform and observe all the provisions of the Meat Act, 1939, any amendments thereto and the Regulations made thereunder and applicable to abattoirs ... ..

- 13. IF the Company shall at any time
  - (a) Fail to maintain the efficiency of the abattoir having regard to the requirements of the district;
  - or
  - (b) Allow the abattoir to fall into disrepair or become insanitary; or



(c) Allow the abattoir to become for any reason unsuitable as a place for the slaughter of stock for human consumption, or if the rent hereby reserved shall be in arrear and unpaid for the space of 14 days, whether the same shall have been demanded or not, or if and whenever there shall be any breach non-performance or non-observance of any of the covenants or agreements by or on the part of the Company hereincontained or implied

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it shall be lawful for the Council by notice delivered or posted by registered post to the Company at its Registered Office at Christchurch or at the said Abattoir to terminate the delegation hereinbefore provided and (without process of law) to re-enter upon the premises demised or any part thereof in the name of the whole and thereupon this delegation and demise shall become null and void save for the sole purpose of action or suit by the Council against the Company for the purpose of recovering rent up to the time of such re-entry or damages for breach of any such covenants provisoes or agreements.

20

In the event of such termination at any time THE COMPANY DOTH HEREBY AGREE to do all such acts matters and things as the Council shall desire in order to permit the Council to maintain the said Abattoir as quickly as possible in accordance with the provisions of the Meat Act, 1939 and its amendments ... ..

30

14. THE Council may in its absolute discretion raise a special loan or loans in pursuance of its powers under and by virtue of Section 12 of the Meat Act, 1939 for the reconstruction or extension of the Abattoir

J.H.S.  
W.R.M.

within the meaning of Section 12(5) of the Meat Act, 1939, and the Company understands that any loan raised for such reconstructions or extension will result in an increase in the rent payable by the Company in pursuance of Clause 4 hereof ...

15. THE Council shall ensure at all times that the Abattoir is adequate for the requirements of the District ... ..

16. DURING each and every year of the term of the delegation THE COMPANY shall:-

10

(a) Prepare working accounts reflecting the operations of the Company during the year and shall produce to the Council copies of these Accounts within two calendar months of the end of the working year. The first of such Accounts shall be prepared for the year ending the 30th September, 1951.

20

(b) Pay to the Council all sums which may be properly and reasonably expended by the Council in connection with the raising of Special Loans for the reconstruction and extension of the Abattoir in pursuance of the provisions of Section 12 of the Meat Act, 1939.

(c) Be entitled to collect all fees payable to the Controlling Authority in pursuance of the provisions of Section 22(i)(c) of the Meat Act, 1939.

30

(d) Be entitled to the use of the Railway Siding at present connected with and leading from the Southern railway on the same terms and conditions as the Council

J.H.S.  
W.R.M.

PROVIDED ALWAYS that the Company shall pay to the New Zealand Government Railways the rent accruing in respect thereof.

- (e) Submit to the Council for its approval all Rules relating to the use of the Abattoir and other matters made by the Company in pursuance of the provisions of Section 22 of the Meat Act, 1939 and shall not submit any such Rules to the Minister of Agriculture for his approval until they have first been approved by the Council.

10

17. THE COMPANY shall enter into an Agreement with the National Provident Fund Board in pursuance of the provisions of Section 38 of the National Provident Fund Act, 1926 and, the Board consenting, become a contributor to the National Provident Fund in respect of any or all the persons employed by it in the same manner as if the Company were a Local Authority ...

20

18. THE COMPANY hereby undertakes to protect all contributing employees of the Council who become employees of the Company in pursuance of this Deed of Delegation in so far as their rights as contributors to the National Provident Fund are concerned ... ..

IN WITNESS whereof these presents have been executed by the parties hereto the day and year first before written ... ..

THE FIRST SCHEDULE BEFORE REFERRED TO

THE ABATTOIR buildings situate at and on and together with

J.H.S.  
W.R.M.

- (1) ALL THOSE parcels of land situate in Block X of the Christchurch Survey District, and
- (a) containing 10 ACRES comprising parts of Rural Sections 885 and 1677 and being parts of Lots 1 and 2 on Deposit Plan 1389 and being the whole of the land in Certificate of Title Volume 206 Folio 246 (C.L.R.O.), and
- 10 (b) containing 2 ACRES 3 ROODS 19 PERCHES being part of Lot 2 on Deposit Plan 1389 part Rural Section 1677 and the whole of the land in Certificate of Title Volume 206 Folio 271 (C.L.R.O.), and
- (c) containing 11 ACRES and 29 PERCHES being part Lot 2 on Deposit Plan 1389 part Rural Sections 885 and 1677 and the whole of the land in Certificate of Title Volume 199 Folio 256 (C.L.R.O.), and
- 20 (d) containing 30 ACRES 2 ROODS 5 PERCHES being Lots 9 to 14 inclusive on Deposit Plan 1391 part Rural Sections 885, 1659 and 1686 and being the whole of the land in Certificate of Title Volume 204 Folio 86 (C.L.R.O.)

together with all improvements thereon ... ..

- (2) ALL THOSE parcels of land situate in Block XIV of the Christchurch Survey District, and
- (a) containing 59 ACRES 2 ROODS 20.4 PERCHES comprising part of Rural Sections 233 and 234 and being part Lot 1 and Lots 2 to 6 inclusive on Deposit Plan 3212 and being the balance of the land comprised and described in Certificate of Title Volume 273 Folio 67 (C.L.R.O.), and
- 30

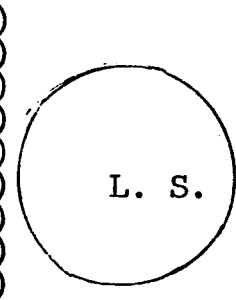
(b) containing 10 ACRES 2 ROODS 19 PERCHES being Lot 7 on Deposit Plan 3212 part Rural Section 234 and the whole of the land in Certificate of Title Volume 272 Folio 134 (C.L.R.O.)

together with all improvements thereon ... ..

THE SECOND SCHEDULE BEFORE REFERRED TO

PLANT, equipment and effects as per stocktaking at 30/September/1950.

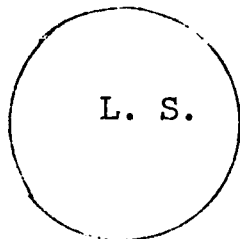
THE COMMON SEAL of THE MAYOR,  
COUNCILLORS AND CITIZENS OF THE  
CITY OF CHRISTCHURCH was affixed  
hereto pursuant to resolution,  
in the presence of:



"Ernest H. Andrews" } MAYOR

"H.S. Feast" } TOWN  
CLERK

THE COMMON SEAL of THE  
CANTERBURY BYE-PRODUCTS  
COMPANY LIMITED was hereto  
affixed, by and in the  
presence of:



"J.H. Sproston" }  
"W.S Hughes" } DIRECTORS

"W.R. McCallum" } Secretary

The Minister of Agriculture hereby approves of the

above-written Deed of Delegation pursuant to Section  
16 of the Meat Act, 1939.

DATED the 2nd day of October 1950.

"T.L. Macdonald"

Acting for the Minister of Agriculture

DEED - 16/10/61 - Part of Exhibit A

THIS DEED made the 16th day of October One thousand nine hundred and sixtyone B E T W E E N THE MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF CHRISTCHURCH a body corporate with perpetual succession and a Common Seal (hereinafter with its successors called "the Council") of the one part A N D THE CANTERBURY BYE-PRODUCTS COMPANY LIMITED, a public company duly incorporated under the Companies Act of New Zealand and having its registered office situate at No. 227 Manchester Street, Christchurch (hereinafter referred to as "the Company") of the other part SUPPLEMENTAL to a Deed of Delegation dated the 29th day of September 1950 and a supplementary Deed of Delegation dated the 3rd day of July 1957 made between the parties hereto (hereinafter called "the original deeds") -

W H E R E A S the Council delegated to the Company its power to maintain the Abattoir for a term of TEN YEARS from the 1st day of October 1950 AND WHEREAS the Council resolved on the 21st day of September 1960 to extend the term of the delegation for a further TEN YEARS from the 1st day of October 1950 AND WHEREAS the Council also resolved to extend the term for a further TEN YEARS from the 1st day of October 1970 if the Company sought a further extension and had paid the rent reserved under the original deeds and had performed and observed the covenants and conditions on the part of the Company therein contained and implied AND WHEREAS the extended term or terms are to be subject to the same terms and conditions as are set out in the original deeds AND WHEREAS since the 1st day of October 1950

ALL THAT parcel of land containing 30 ACRES

2 ROODS and 5 PERCHES being Lots 9 to 14 inclusive on Deposit Plan 1391 parts Rural Sections 885, 1659 and 1686 and being the whole of the land comprised and described in Certificate of Title Volume 204 Folio 86 (C.L.R.O.) being the land described in Clause 1 (d) of the First Schedule of the Deed of Delegation dated the 29th day of September 1950 (hereinafter called "the 30 Acre block")

10

has been sold by the Council ... ..

AND WHEREAS since the same date

ALL THAT parcel of land containing 25 ACRES 1 ROOD 17.6 PERCHES being Lots 1 and 2 D.P. 1389 part Lots 2 and 4 D.P. 11476 parts Rural Sections 885, 1677 and 1686 and being the whole of the land comprised and described in Certificate of Title Volume 664 Folio 98 (C.L.R.O.) (hereinafter called "the 25 Acre block")

20

has been purchased by the Council for Abattoir purposes..

AND WHEREAS the parties acknowledge that the First Schedule to the Deed of Delegation of the 29th day of September 1950 should be amended by deleting therefrom all reference to the 30 Acre Block and substituting therefor a description of the 25 Acre Block.... ..

NOW THEREFORE THIS DEED WITNESSETH as follows:-

1. THE TERM of the delegation is hereby extended to the 30th day of SEPTEMBER 1970 SUBJECT to the same terms and conditions as are contained and implied in the original deeds.

30

2. IF the Company shall during the extended term



hereby granted pay the rent reserved under and by virtue of the original deeds and observe and perform the covenants and condition on the part of the Company therein contained or implied up to the 30th day of September 1970 and shall give notice in writing to the Council at least 12 calendar months before the expiration of the said extended term of its desire to extend the term of the delegation for a further term of TEN YEARS from the 1st day of OCTOBER 1970

10 THE COUNCIL will at the cost of the Company grant to the Company an extension of the term of the delegation for TEN YEARS from the 1st day of OCTOBER 1970 SUBJECT to the same terms and conditions as are contained and implied in the original deeds.

3. THE First Schedule to the Deed of Delegation dated the 29th day of September 1960 shall be amended by deleting therefrom all reference to the 30 Acre Block and substituting therefor the following:-

20 ALL THAT parcel of land containing 25 ACRES  
1 ROOD 17.6 PERCHES being Lots 1 and 2 D.P.  
 1389 part Lots 2 and 4 D.P. 11476 parts Rural  
 Sections 885, 1677, and 1686 and being the  
 whole of the land comprised and described in  
 Certificate of Title Volume 664 Folio 98  
 (C.L.R.O.)

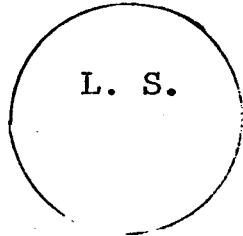
IN WITNESS WHEREOF these presents have been executed by the parties hereto the day and year first before written.

THE SEAL of THE MAYOR,  
COUNCILLORS AND CITIZENS  
OF THE CITY OF CHRISTCHURCH  
 was hereto affixed, in the  
 presence of:

L.S.

"Geo. Manning"	}	Mayor
"C.S. Bowie"	}	Town Clerk

THE COMMON SEAL of THE  
CANTERBURY BYE-PRODUCTS  
COMPANY LIMITED was hereto  
affixed by and in the  
presence of:



"W.S. Hughes"	}	Director
"J.H. Sproston"	}	Director
"W.R. McCallum"	}	Secretary

PURSUANT to section 16 of the Meat Act 1939, the  
Minister of Agriculture hereby approves of the within  
written Deed of Extension of Delegation.

Dated at Wellington this 8th day of November 1961

"T.L. Hayman"  
Minister of Agriculture

DEED - 23/5/73 - Exhibit 2

THIS DEED made the 23rd day of May 1973

BETWEEN THE MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF CHRISTCHURCH a body corporate under The Municipal Corporations Act, 1954 (hereinafter with its successors called "the Council") of the one part

10 AND THE CANTERBURY BYE PRODUCTS COMPANY LIMITED a public company duly incorporated under The Companies Acts of New Zealand and having its registered office at Haytons Road, Sockburn, Christchurch (hereinafter together with its successors and assigns referred to as "the Company") of the other part

WHEREAS the Council under the provisions of The Meat Act, 1939 established and under such Act and The Meat Act, 1964 has maintained and is maintaining an abattoir for the purposes of providing services for the Christchurch Abattoir District (hereinafter referred to as "the District")

20 AND WHEREAS by an Original Deed of Delegation made on the 29th day of September, 1950 the Council, pursuant to the provisions of The Meat Act, 1939 and resolution of the Council delegated to the Company its power to maintain the abattoir, land and premises described in such Deed for a period of TEN YEARS from the 1st day of October, 1950

AND WHEREAS by a Supplementary Deed of Delegation dated the 3rd day of July, 1957 the provisions relating to Clause 7 of such original Deed were amplified in respect of insurance

"N.G.P."  
 "M.B.H."  
 "K.R.C."  
 "F.E.C."  
 "A.S.M."

10 AND WHEREAS by a Deed dated the 16th day of October 1961 Supplemental to such two Deeds the term of such delegation was extended to the 30th day of September 1970 with provision for extension for a further TEN YEARS from the 1st day of October, 1970 if the Company sought such further extension and had paid the rent reserved under the original Deed and had performed and observed the covenants and conditions on the part of the Company contained and implied in the original Deed but with alteration of the land for use as abattoir land and premises by deletion from the Schedule description a Block of 30 acres 2 roods and 5 perches and therefore and substituting therefore a Block of 25 acres 1 rood and 17.6 perches

20 NOW THIS DEED WITNESSETH that in pursuance of the powers vested in the Council by and under The Meat Act, 1964 the parties hereto agree as follows:-  
 1.(a) THE COUNCIL doth hereby delegate to and the Company doth hereby accept the delegation of the Council's power to maintain the abattoir land and premises more particularly described in the First Schedule hereto (which abattoir land and premises are hereinafter called "the Abattoir") in accordance with the provisions of The Meat Act, 1964 and subject to the provisions hereinafter contained, the Company thereby becoming a Controlling Authority under such Act.

(b) THIS Deed shall take effect and be deemed to have come into force on the 1st of June, 1973.

30 PROVIDED THAT if the Company shall during the term of such delegation observe and perform the covenants and conditions on the part of the Company herein contained or implied with any variation in writing made by consent of the parties up to the 1st

"N.G.P."  
 "M.B.H."  
 "K.R.C."  
 "F.E.C."  
 "A.S.M."

day of October, 1980 and shall have given notice in writing to the Council at least 12 calendar months before the expiration of the said delegation for a further term of TEN YEARS from the 1st day of October, 1980 the Council will at the cost of the Company, grant to the Company an extension of the term of delegation for TEN YEARS from the 1st day of October, 1980 subject to the same terms and conditions herein contained or implied with any variation in writing made by consent of the parties.

10

3. THE COMPANY shall reimburse the Council for the following amounts as are payable during or in respect of any period of delegation:-

- (a) Annual interest payments on the Council's abattoir loans both present and future
- (b) Annual sinking fund payment on the Council's abattoir loans both present and future
- (c) Fees for technical services provided by Council employees such fees to be calculated from actual salary paid plus overhead on a basis according with Council practice in respect of such charges
- (d) Other incidental expenses related to the Abattoir.

20

4. THE COMPANY for itself agrees throughout the said term to observe and perform the following agreements and stipulations, namely:-

- (a) Not to assign, sub-let or part with the possession of the said premises or any part thereof for the whole or any part of the said term
- (b) At all times during the term hereby created to keep all plant, equipment and effects set out in the Second Schedule hereto and the Abattoir and all buildings and erections now

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"N.G.P."  
 "M.B.H."  
 "K.R.C."  
 "F.E.C."  
 "A.S.M."

or hereafter during the term situated on the land described in the First Schedule and all fences drains, ditches, gates and doors and windows fixtures and fittings and the sanitary and water apparatus and drains thereof in good clean and tenantable and serviceable repair order and condition to standards acceptable to both the Council and to the Ministry of Agriculture and Fisheries having regard to the hygienic standards set down in regulations issued pursuant to The Meat Act, 1964, (depreciation by fair wear and tear and natural causes and damage by fire, flood, earthquake or inevitable accident without neglect of the Company alone excepted) and will at the expiration or sooner determination of the said term quietly yield up the Abattoir and the said parts thereof and plant, chattels and effects in the like good clean tenantable and serviceable condition and repair except as aforesaid.

10

20

- (c) Not to remove any fittings or fixtures from the Abattoir not to cut or maim any timber or walls of the Abattoir or any part thereof nor to make or cause to be made any structural alterations to the Abattoir or any substantial variation in the water services related thereto without the consent of the Council first had and obtained - such consent to be in writing where any such act would also require the approval of the Minister under The Meat Act, 1964, the issue of a building permit by a local authority or the issue of a licence or permit or grant of consent by the Christchurch Drainage Board or other local authority.

30

"N.G.P."  
 "M.B.H."  
 "K.R.C."  
 "F.E.C."  
 "A.S.M."

(d) Not to permit or suffer to be carried on in or upon the Abattoir any noxious noisome illegal or offensive art trade business occupation or calling except such as is involved in normal abattoir and associated operations nor to do or suffer anything whereby any policy of insurance may be refused or cancelled or the premium in respect of such insurance increased.

10

(e) At all times throughout the said term to keep the Abattoir occupied AND to comply with in all respects all Acts by-laws and regulations for the time being in force in the District in which the Abattoir is situated so far as they relate to the same, and in particular at all times punctually to perform and observe all the provisions of the Meat Act, 1964 and any amendments thereto, or any Regulations thereunder applicable to an abattoir.

20

(f) To permit the Council or its agents or servants at all reasonable hours to enter the abattoir to view the condition thereof and to give or leave notice in writing at the abattoir for the Company of all defects and wants of repair there found AND within seven days after the receipt of every such notice well and sufficiently to repair and make good such defects and wants of repair for which the Company may be liable hereunder and whereof notice shall have been so given or left AND

30

"N.G.P."  
 "M.B.H."  
 "K.R.C."  
 "F.E.C."  
 "A.S.M."

in default of so doing to permit the Council (at its option) or its agents or servants to take such steps and measures, expend such moneys and so all such other acts and things as the Council shall consider necessary to

make good such default and any moneys expended by the Council in so doing together with interest thereon at the rate of \$8.00 per centum per annum computed from the time or respective times of such moneys being actually expended by the Council until actual payment thereof by the Company to the Council shall be payable on demand by the Company to the Council or may be recovered by distress in the same manner as if the same were arrears of rent reserved by these presents.

10

(g) Notwithstanding the measure of delegation herein contained and for the better assurance of liaison with the Company and the exercise by the Council of the power and responsibility vested in it as controlling authority the Company undertakes

(i) To do all things necessary to facilitate the attendance as observers of two representative Councillors with such Council officers as by them are deemed desirable at and during any meetings of its directors where and while abattoir business is being discussed or transacted

20

(ii) To keep the Council fully informed of all matters reasonably of concern to it as Controlling Authority and affecting the operation and maintenance of the abattoir.

30

5. THE COMPANY will pay all rates, taxes (other "N.G.P." "M.B.H." "K.R.C." "F.E.C." "A.S.M." than Land Tax) and all assessments due levied and payable in respect of the abattoir during the said term.



6. THE COMPANY will pay all inspection and other fees which may become due and payable to the Ministry of Agriculture and Fisheries or any other person or persons.

7.(a) THE COMPANY "will insure" in the name of the Council with a public insurance office approved by the Council. The words "will insure" shall have the meaning ascribed to them in the Fourth Schedule of the Land Transfer Act, 1952, PROVIDED that the Company shall bear full financial responsibility for the replacement of all or any of the improvements destroyed by fire and shall insure the improvements for "replacement value".

(b) THE COMPANY will insure any buildings or item of plant immediately it is handed over to the Company. At the time of execution of this Deed and thereafter annually, the Company shall prepare or cause to be prepared an inventory of all buildings and items of plant and their replacement value. Buildings or items of plant which on the 1st day of June, 1973 are not the property of the Council shall be separately scheduled with ownership shown. Both inventories shall be submitted to and approved by the Council.

(c) IN case the abattoir shall be wholly or partially destroyed by fire tempest, earthquake or inevitable accident, the Company and the Council shall with all reasonable despatch reinstate the same even if the moneys to be received under or by virtue of any Insurance Policy or Policies are insufficient to pay for the whole cost of reinstatement. The

"N.G.P." Company shall make reasonable alternative arrangements  
 "M.B.H."  
 "K.R.C." for the continued supply of meat during any period  
 "F.E.C."  
 "A.S.M." that the abattoir are unfit for business and occupation.

8.(a) THE COMPANY shall be solely responsible for

providing finance for the maintenance, reconstruction or extension of the Abattoir within the meaning of Section 11(2) of the Meat Act, 1964. All expenses incurred in providing finance, raising loans and all servicing charges and the like shall be met by the Company from such charges and fees fixed by it from time to time under the provisions of Section 23 of the Meat Act, 1964.

PROVIDED THAT

10 "In furtherance of the execution of and payment for the cost of any such approved programme of construction or maintenance the Council will make available to the Company the funds, now, or in the period of any delegation, held in the Council's Abattoir Construction Reserve Account - such sum at the date of execution of this Agreement being \$16714.50".

(b) THE COMPANY shall establish a Depreciation Account with the Public Trust Office after the manner set out in Part XI Section 130 to 139 inclusive of  
20 The Municipal Corporations Act, 1954 the provisions thereof in relation to the Council being applicable mutatis mutandis to the Company.

(c) THE COMPANY shall establish a General Reserve Account after the manner set out in Section 140 of The Municipal Corporations Act, 1954 the Company being substituted mutatis mutandis for the Council. The General Reserve Account shall be created by annual payments of FIVE THOUSAND FIVE HUNDRED DOLLARS  
30 (\$5,500.00) from the Abattoir trading account, this amount to be revised upward from time to time by mutual agreement of the Council and the Company.

"N.G.P."  
"M.B.H."  
"K.R.C."  
"F.E.C."  
"A.S.M."

Monies invested in the General Reserve Account shall be used for building and general maintenance and for cushioning of trading activities as the Directors may from time to time determine.

9. THE COMPANY shall prepare with freedom to negotiate direct with the Ministry of Agriculture and Fisheries concerning it, a rolling programme of maintenance reconstruction and extension of the Abattoir for submissions as and when required to the Council or to the Minister for their respective approval and will as its special duty control the proper execution of any such approved programme.

10 THE COMPANY will pay all charges for water consumed and used by the Company PROVIDED ALWAYS that the Company may, subject to any provisions or restrictions under The Water and Soil Conservation Act, 1967 consume and use the water in the wells situated on the land described in the First Schedule hereto free of all charges.

11. THE COMPANY shall have the control and administration of the dwellings and other buildings now standing or hereafter erected on the land described in the First Schedule PROVIDED ALWAYS that the Council shall not be under any obligation to give vacant possession of the said dwellings or buildings.

12. DURING each and every year of the term of the delegation THE COMPANY shall:-

(a) Prepare working accounts reflecting the operations of the Company during the year and shall produce to the Council copies of these Accounts within two calendar months of the end of the working year. The first of such Accounts shall be prepared for the year ending the

(b) Pay to the Council all sums which may be properly and reasonably expended by the Council in connection with the raising of Special Loans for the reconstruction and

"N.G.P."  
 "M.B.H."  
 "K.R.C."  
 "F.E.C."  
 "A.S.M."

30

extension of the Abattoir in pursuance of the provisions of Section 11 of the Meat Act, 1964.

(c) Be entitled to collect all fees payable to the Controlling Authority in pursuance of the provisions of Section 23 (1) (c) of the Meat Act, 1964.

10

(d) Be entitled to the use of the Railway Siding at present connected with and leading from the Southern railway on the same terms and conditions as the Council PROVIDED ALWAYS that the Company shall pay to the New Zealand Government Railways the rent accruing in respect thereof.

20

(e) Submit to the Council for its approval all Rules relating to the use of the Abattoir and other matters made by the Company in pursuance of the provisions of Section 23 of the Meat Act, 1964 and shall not submit any such Rules to the Minister of Agriculture for his approval until they have first been approved by the Council.

13. IF the Company shall at any time

(a) Fail to maintain the efficiency of the Abattoir having regard to the requirements of the district; or

(b) Allow the Abattoir to fall into disrepair or become insanitary; or

30

(c) Allow the Abattoir to become for any reason unsuitable as a place for the slaughter of stock for human consumption, or if the rent hereby reserved shall be in arrear and unpaid for the space of 14 days, whether the same shall have been demanded or not, or if and whenever there shall be any breach non-

"N.G.P."  
 "M.B.H."  
 "K.R.C."  
 "F.E.C."  
 "A.S.M."

performance or non-observance of any of the covenants or agreements by or on the part of the Company hereincontained or implied

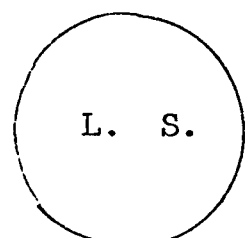
10 it shall be lawful for the Council by notice delivered or posted by registered post to the Company at its Registered Office at Christchurch or at the Abattoir to terminate the delegation hereinbefore provided and (without process of law) to re-enter upon the Abattoir or any part thereof in the name of the whole and thereupon this delegation and demise shall become null and void save for the sole purpose of action or suit by the Council against the Company for the purpose of recovering monies payable to it up to the time of such re-entry or damages for breach of any such covenants provisions or agreements or exercise of any powers necessary to maintain the efficient operation of the abattoir.

20 In the event of such termination at any time THE COMPANY DOTH HEREBY AGREE forthwith to do all such acts matters and things as the Council shall desire and in default of so doing it authorises the Council to so act in order to permit the Council to maintain the Abattoir as quickly as possible in accordance with the provisions of the Meat Act, 1964 and its amendments.

IN WITNESS WHEREOF these presents have been executed by the parties hereto the day and year first before written.

THE COMMON SEAL of THE MAYOR  
COUNCILLORS AND CITIZENS OF THE  
CITY OF CHRISTCHURCH was affixed

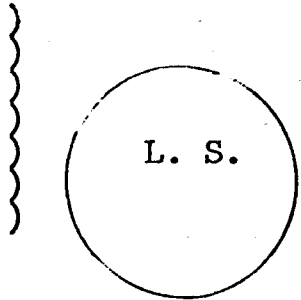
"N.G.P." hereto pursuant to resolution, in  
"M.B.H." the presence of:  
"K.R.C."  
"F.E.C."  
"A.S.M"



"N.G. Pickering" Mayor

"M.B. Hayes" Town Clerk

THE COMMON SEAL of THE  
CANTERBURY BYE-PRODUCTS COMPANY  
LIMITED was hereto affixed by  
and in the presence of:



"F.E. Coleby"  
"K.R. Churchward" )  
Directors

"A.S. Marshall" Secretary

10 The Minister of Agriculture and Fisheries hereby  
approves of the abovementioned Deed of Delegation  
pursuant to Section 14 of the Meat Act, 1964.

DATED the                      day of                      1973

THE FIRST SCHEDULE BEFORE REFERRED TO

THE ABATTOIR buildings and all other improvements  
situate at and on and together with

(1) ALL THOSE parcels of land situated in Block X  
of the Christchurch Survey District, and

(a) containing TEN ACRES (10A:0R:0P)

20 comprising parts of Rural Sections 885  
and 1677 and being parts of Lots 1 and  
2 on Deposit Plan 1389 and being the

whole of the land in Certificate of Title Volume 206 Folio 246 (Canterbury Registry) and

- (b) containing TWO ACRES THREE ROODS NINETEEN PERCHES (2A:3R:19P) being part of Lot 2 on Deposit Plan 1389 part Rural Section 1967 and the whole of the land in Certificate of Title Volume 206 Folio 271 (Canterbury Registry) and
- 10 (c) containing ELEVEN ACRES AND TWENTYNINE PERCHES (11A:0R:29P) being part Lot 2 on Deposit Plan 1389 part Rural Sections 885 and 1677 and the whole of the land in Certificate of Title Volume 199 Folio 256 (Canterbury Registry) and
- (d) containing TWENTYFIVE ACRES ONE ROOD SEVENTEEN DECIMAL SIX PERCHES (25A:1R:17.6P) being Lots 1 and 2 Deposit Plan 1389 part Lots 2 and 4 Deposit Plan 11476 parts Rural Sections 885, 1677 and 1686 and
- 20 being the whole of the land comprised and described in Certificate of Title Volume 664 Folio 98 (Canterbury Registry)

THE SECOND SCHEDULE BEFORE REFERRED TO

Boiler House

- Boilers - Steam (Stevenson & Cook)
  - Steam (Anderson)
  - M T H W (Scott)

Hotwells and Pipework etc.

- "N.G.P." Circulating Pumps and Press system
- "M.B.H." Chimneys Old Brick
- "F.E.C." Chimneys Old Brick
- "K.R.C." New Steel
- "A.S.M." New Steel

Electrical

Water Supply (External to Buildings)

Concrete Tanks and Stand

Pipework, Meters and Controls

Water Main

Deepwell Pumps      Well No. 1

Well No. 3

Electrical

Mutton Slaughter House

Chain System

10      (includes Viscera Table &amp; Legging Platform)

Air Conditioning

Hot and Cold Water Services

Heating Water for Sterilizers

Screens incidentals also Scales

Electrical

Mutton Gut Floor

Tables, Chutes and Trolleys

Chopper

Conveyors

20      Electrical

Heating

Beef Slaughter House

Rail System (including winches etc.)

Hot and Cold Water Reticulation

Heating Water for Sterilizers

Screens and Incidentals also Scales

Rise and Fall platforms

Beef Saw

Electrical

30      Heating



Beef Gut Floor

Tables, Chutes etc.

Hide Dolly

Heating

Pig Slaughter House (Gut Floor included)

Rail System (Conveyors)

(includes Viscera Table)

Scalding Tub

De hairing Machine

10 Stainless Steel Chutes etc.

Hot and Cold Water Services

Screens etc.

Singeing Unit

Electrical

Heating

Temporary Plant Room

Water Chiller

Calorifiers

Air Compressors

20 Hot and Cold Water Pumps

Condenser and Chilled Water Pumps

Inst. Air Compressors

Electrical

Cooling Tower

Freezers and Chillers (Hanging Hall)

Chiller Compressor and Evaporators

Electrical

Hanging Hall Air Conditioning

Air Handlers

Sewage Treatment Equipment

Saveall Scraper

Shaker Screen and Hopper

Pursuant to section 14 of the Meat Act 1964, the  
Minister of Agriculture and Fisheries hereby approves  
the terms and provisions of the foregoing Agreement

Dated at Wellington this 15th day of January 1974.

"C.J. Moyle"

Minister of Agriculture and Fisheries

EXHIBIT 321.9.60"Abattoir & Reserves"

(Irrelevant material deleted)

10. CITY ABATTOIR -  
DEED OF DELEGATION:

The Deed of Delegation under which the Canterbury Bye-Products Company Limited has been administering the City Abattoir over the past ten years expires on 30th September, 1960.

10                   The Company has applied for a renewal of the Deed for a further period of ten years with the right of renewal at the expiration of that period, for another ten years.

It is recommended that the Canterbury Bye-Products Company Limited be granted a renewal of the Deed of Delegation until 30th September, 1970 with the right of renewal from that date.

21.9.6048727

(Irrelevant material deleted)

6TH ORDER OF THE DAY - THE REPORT OF THE ABATTOIR  
AND RESERVES COMMITTEE:

It was moved by Cr. Connal, seconded by Cr. Olds, that the Report of the Abattoir and Reserves Committee, as per copy attached marked 'C', be adopted.

Clauses 1 to 8 inclusive. Adopted.

10

Clause 9. Roundabout - Blenheim Road.

It was resolved, on the motion of Cr. Guthrey,  
seconded by Cr. Skellerup,

That the Clause be referred back to the Committee for further consideration with the recommendation that the proposed fence should not be erected.

Clauses 10, 11 and 12. Adopted.

9.9.70P6  
"Works & Services"

(Irrelevant Material Deleted)

13. ABATTOIR : RENEWAL OF DEED OF DELEGATION

10 The Abattoir Deed of Delegation is due for renewal in October 1970 for a further period of 10 years, and under the terms of the Deed the Company is entitled to this renewal under the existing terms and conditions.

20 There has been some criticism of the quality of maintenance performed by the Company whilst it has been in control of the Abattoir but the fault does not appear to lie in the Deed of Delegation, rather it is that the Council has not taken adequate steps to ensure that the terms of the existing Deed are complied with. In particular the Deed requires that the Company will "paint and paper inside and outside in the second and seventh years" all buildings on the land included in the Deed Schedule. The Company is also to maintain the buildings in good order (depreciation by fair wear and tear, etc. excepted). Steps are being taken to establish a maintenance fund and set up some sort of organisation to ensure that adequate maintenance is attended to but the work has tended to be over-looked with the pressure of other work both at the Abattoir and elsewhere.

30 The Deed of Delegation Schedule includes several parcels of land in Haytons Road which are not directly connected to the Abattoir site and which could, with advantage, be removed from the Deed. The removal of them from the Deed would make it rather easier for the Council to sell or lease this land if it chose to do so.

Recommendation:

That the Chairman be authorised to approve any alterations of a minor nature relating to the above matters in the Deed of Delegation.

9.9.704167"Works & Services"

(Irrelevant Material Deleted)

Clause 13. ABATTOIR - RENEWAL OF DEED  
OF DELEGATION:

It was resolved to authorise the Abattoir Sub-Committee to approve any alterations of a minor nature relating to the Deed of Delegation and to negotiate the removal from the Schedule of several parcels of land in Haytons Road which are not directly connected to the Abattoir site.

EXHIBIT 519.10.70"Council" Services

(Irrelevant Material Deleted)

11. DEED OF DELEGATION -  
CITY ABATTOIR:

10 The Deed of Delegation by which the Canterbury Bye-Products Co. Limited operates the Christchurch Abattoirs on Council's behalf expired on the 30th September last. Under this Deed, the Company is entitled to a renewal on the same terms and conditions, for a further period of ten years.

20 However, as a result of consultations between the Abattoir Sub-Committee and the Managing Director of the Bye-Products Company, it was agreed that certain clauses of the Deed should be amended to ensure all contingencies are covered. In particular, the question of maintenance was considered and it was agreed that in future the Company be required to paint and paper both inside and out as defined in Clauses 8 and 9 of the Deed, every five years instead of as at present in every second and seventh year of the lease period.

30 With the extensive modernisation programme currently being carried out, the question of insurance was also given consideration and it was agreed that the supplemental Deed be further amended to ensure that as soon as a project or building is completed, its control is transferred to the Company which will automatically extend its insurance cover to the particular item transferred.

At present there are two parcels of land in Haytons Road which are not directly connected to the Abattoir, but were purchased many years ago to be used as holding paddocks for stock. These two areas



measuring approximately 70 acres, are no longer required for Abattoir use and the Company is agreeable to them being deleted from the Deed and being sold or used for other purposes.

As a result of Council's decision in July concerning Abattoir depreciation, the Minister of Agriculture has given his approval for the creation of a repairs and maintenance fund until 1973, to replace the existing depreciation fund, although he has now been informed that Council will wish to extend the period for the operation of this new fund to cover the completion of the works programme. The money which was previously funded for depreciation purposes is now to be used for building purposes and if acceptable to the Minister, an amount deemed to be proper for depreciation purposes as defined by Section 25 of the Meat Act will be funded direct from the Abattoir following the completion of the modernisation programme. Therefore, it will be necessary to amend the clause dealing with depreciation in the Deed to cover this point.

It is now recommended that the proposals as outlined above be referred to the City Solicitors for incorporation in the renewed Deed of Delegation and that the Sub-Committee's action in this matter be confirmed.

19.10.70Minutes

(Irrelevant Material Deleted)

18th ORDER OF THE DAY - REPORT OF THE WORKS AND SERVICES COMMITTEE:

Moved by Cr Hattaway

Seconded by Cr Glue

That the Main and Supplementary Reports of the Works and Services Committee (as per copy attached marked "0") be adopted.

Clauses 1-12, inclusive. Adopted.

Clause 13. Held over to be taken In Committee at a later stage of the meeting.

Supplementary Report:

Clause 1. Adopted.

EXHIBIT 6

30th October, 1970

Messrs Weston, Ward & Lascelles,  
 Barristers & Solicitors,  
 P.O. Box 322,  
CHRISTCHURCH

ATTENTION: MR K.J.BROOKMAN

Dear Sir,

ABATTOIR - DEED OF DELEGATION

10 The Deed of Delegation, by which the Canterbury Bye  
 Products Company Limited operates the Christchurch  
 City Abattoir recently expired and is now to be renewed  
 for a further period of ten years.

However, resulting from discussions between the  
 Abattoir Sub-Committee and the Managing Director of  
 the Company, it was agreed that the following amend-  
 ments should be incorporated in the existing Deed:-

- (i) That Clauses 8 and 9 of the Deed be amended  
 to read "in every 5th year" instead of "2nd  
 20 and 7th year" as at present.
- (ii) That the Supplementary Deed be amended to  
 ensure that following the completion and  
 handing over of control of a new building  
 or item of plant to the Company, the Company  
 will immediately arrange insurance cover, such  
 cover to be for the value as advised by the  
 City Engineer.
- (iii) That the two areas of land described in (2)  
 of the First Schedule to the Deed be removed  
 to enable their eventual disposal either by  
 30 lease or private sale.
- (iv) That Clause 3 of the existing Deed dated the

29th September 1950 be deleted and the following substituted:-

"The Company shall pay to the Council by way of annual rent such sums as the Council may from time to time decide and these shall be payable in terms of Section 25 of the Meat Act 1964, such rental to be payable half yearly on the first days of April and October in each and every year during the said term, the first of such payments shall be made on the 1st day of April 1970".

10

In regard to (iv) above should you require any further information as to Council's intentions in this regard, I suggest that you contact the City Treasurer who will be able to explain the position more fully. Enclosed herewith, please find, the Deed of Delegation and other relevant papers.

Yours faithfully,

"M.B. Hayes"

TOWN CLERK

Encl.

EXHIBIT 7

W H E R E A S in pursuance of the provisions of  
 Section 16 of "The Meat Act, 1939" THE MAYOR,  
COUNCILLORS AND CITIZENS of the CITY OF CHRISTCHURCH  
 (hereinafter called "the Council") have delegated  
 their power to maintain the Abattoir in the  
 Christchurch District to THE CANTERBURY BYE-PRODUCTS  
COMPANY LIMITED (hereinafter called "the Company")  
AND WHEREAS the Deed of Delegation bearing date  
 10 the .. 29th ... day of September 1950 provides  
 (inter alia) THAT the Company shall assume the  
 power to maintain the Abattoir on the 1st day of  
 October 1950 NOW THEREFORE in pursuance of the  
 provisions of Section 22 of "The Meat Act, 1939"  
THE COMPANY makes the following Rules relating to  
 the use of the Abattoir:

R U L E S

- of -

THE CANTERBURY BYE-PRODUCTS COMPANY LIMITED  
 20 relating to the use of the Abattoir in the Christchurch  
 District.

- Definitions:
- (1) These Rules shall apply to the Abattoir as hereinafter defined.
  - (2) In these Rules the following words shall have the meanings hereby assigned to them, unless those meanings are inconsistent with the context:-

- 10                   "ABATTOIR"       means the public slaughterhouse established by the Council at Sockburn in the County of Papanua and situated on ALL THOSE parcels of land described in the First Schedule of the Deed of Delegation hereinbefore referred to and bearing date the 29th day of September 1950 and includes all pieces and parcels of land the property of the Council from time to time acquired and used for abattoir purposes, together with all buildings erections and structures thereon and used therewith and all paddocks from time to time used by the Council in connection with the Abattoir.
- 20                   "ACT"               means the Meat Act, 1939 and its amendments and includes any Act passed in substitution therefor, and any regulations made thereunder by the Governor-General.
- "BRAND"             means brand as defined in the Act.
- "CARCASS"          means Carcass as defined by the Act.
- "CATTLE"           means all large and small cattle as hereinafter provided.
- 30                   "CONVEYANCE"       includes every description of cart, wagon, truck, or other vehicle.
- "DISEASE"           means disease as defined by the Act.
- "DISTRICT"         means the district under the jurisdiction of the Christchurch Abattoir District as defined by

notice in the N.Z. Gazette.

"INSPECTOR" means an Inspector appointed for the purposes of the Act.

"LARGE CATTLE" means and includes bulls, bullocks, cows, heifers, pigs and calves whose carcasses when dressed weigh over 300 lbs.

"MANAGER" means any person for the time being appointed by the Company to be Manager of the Abattoir and includes any deputy, foreman, or assistant manager or any servant of the Company for the time being in charge of the Abattoir.

10

"MANAGING DIRECTOR" means the Managing-Director for the time being of the Company.

"MEAT" means meat as defined by the Act.

"OFFAL" means inedible offal and does not include small goods ordinarily used in a butcher's retail trade.

20

"OWNER" - as applied to cattle - means the owner thereof and includes any person delivering or causing to be delivered such cattle to the Abattoir.

"PERSON" and words applying to any person or individual shall include a body or persons, whether corporate or incorporate. Words importing the singular number shall also include the plural number and words importing males shall also include females.

30

"SECRETARY" means the Secretary for the time

being of the Company.

"SMALL CATTLE" means and includes sheep, lambs, pigs and calves, the carcasses of which when dressed weigh 300 lbs. or less.

"STOCK" means stock as defined in the Act.

10 (3) The Managing-Director shall on behalf of the Company direct the Manager in the general management of the Abattoir and in respect of all the special powers, duties and functions which may from time to time be conferred or imposed upon the Manager by the Act, or by these Rules, and the Manager shall at all times observe and comply with the directions of the Managing-Director.

(4) The Manager shall:-

- 20 (a) Control all persons employed or engaged upon or in connection with the business or work of the Abattoir.
- (b) Ensure that the provisions of the Act and of these Rules are duly observed and complied with at all times.
- (c) Ensure that good order is maintained and that the proprieties of good conduct and speech are observed at the Abattoir.
- (d) Keep a record book complying with the requirements of Section 43 of the Act.
- (e) Keep such further books and records as are required by law or by the Company.
- 30 (f) Report to the Managing-Director at least once a month on
- (i) the condition of the Abattoir;
  - (ii) any breach of the provisions of the Act, or of these Rules;



- (iii) the work done at the Abattoir;
  - (iv) any misconduct by any person at the Abattoir.
- (g) Do and perform such other acts, matters and things in relation to the Abattoir as may be lawfully required of him by the Company or by the Managing-Director.
- (h) Generally to act as Manager, to observe and comply with the provisions of the Act and of these Rules and to conform to the instructions from time to time given him by the Company.

10

Suspension  
of Employees:

- (5) The Managing-Director may suspend for such time as he may think fit any person employed or engaged upon or in connection with the business or work of the Abattoir or any slaughterman who fails to observe or comply with the provisions of the Act or of these Rules.

20

Admission to  
Abattoir:

- (6)(a) No person other than such persons as shall be employed or engaged upon or in connection with the business or work of the Abattoir shall enter or having entered, shall remain in the Abattoir without the permission in writing of the Managing-Director or without permission of the Manager.
- (b) No person shall enter, or having entered the Abattoir, remain in the Abattoir at any time except on lawful business.

30

(7) Every person entering and remaining in the Abattoir shall comply with the provisions of the Act and of these Rules and with any reasonable order or direction given by the Manager in the execution of his duty.

Intoxicating  
Liquor

(8) No intoxicated person shall at any time enter or remain in the Abattoir.

10 (9) No person shall convey or cause to be conveyed into the Abattoir any spirits or any other intoxicating liquor.

Clothing:

(10) No article of human clothing shall be hung within any part of the Abattoir excepting in the room provided for the purpose and every person engaged in loading and handling meat shall wear clean clothing of suitable material to the satisfaction of the Inspector.

20 Dogs:

(11)(a) No person shall take any dog into the Abattoir except such as shall be necessary for driving cattle.

(b) No person shall permit any dog belonging to him to enter the Abattoir except such as shall be necessary for driving cattle.

(c) No person shall take any dog into the slaughter-house of the Abattoir.

(d) No person shall feed any dog with raw offal from the Abattoir.

30

Water:

(12)(a) No person employed in or resorting to the Abattoir shall waste any water or cause water to be wasted.

(b) No slaughterman shall permit or suffer any water to be wasted.

Cattle in Abattoir:

10 (13)(a) Every person bringing any animal to the Abattoir shall in all respects conform to the directions of the Manager as regards bringing such animal into the Abattoir and also as the placing of and dealing with such animal in the Abattoir.

(b) No responsibility will be taken by the Company unless each animal is branded and placed as directed by the Manager or person in charge of the Abattoir at the time when such animal is delivered.

20 (14) No person shall deliver any cattle to, or put any cattle into the Abattoir unless such cattle shall have been branded to the satisfaction of the Manager and full particulars have been given to the Manager respecting

(a) The number, species and sex of such cattle; and

(b) The name, occupation and address of the owner of, (as well as those of the person delivering) such cattle, together with the date of delivery; and also

30 (c) Such other particulars as are prescribed or may be required by the Manager.

Illtreatment of Cattle:

(15) No person shall use or permit to be used in or

about the Abattoir any instrument for handling or driving cattle other than such as may be provided by the Manager and no person shall ill-treat any animal or resort to any unnecessary cruelty in slaughtering the same.

Persons killing to  
obey directions:

- 10 (16)(a) Every Contractor butcher and other person using the Abattoir shall conform to these regulations and comply with any reasonable order given by the Manager in regard to the times when, and the manner in which he shall carry on any operations at the Abattoir.
- (b) Where slaughtering or paddocking at the Abattoir is done by a Contractor he shall at all times keep the Abattoir, including all yards and lanes in a satisfactory sanitary condition and shall immediately comply with any direction given by the Manager in connection with washing  
20 down and removing all blood offal hides or filth of any description.

Slaughtering:

- (17)(a) All orders for slaughtering in respect of each day must be given at the Abattoir not later than 5 p.m. on the previous day.
- (b) No person shall kill any large cattle at the Abattoir unless such cattle have been on the Abattoir premises for at least 12 hours immediately prior to slaughter.
- 30 (c) No person shall kill any small cattle in the Abattoir unless such cattle have been delivered at the Abattoir prior to 11 a.m. on the day of slaughtering, provided, however that these

restrictions shall not apply to cattle arriving under circumstances which in the opinion of the Manager permit of the cattle being slaughtered on the day of arrival.

Authority to slaughter:

(18) No person shall slaughter any animal at the Abattoir without the authority of an Inspector.

10 (19) No person shall slaughter or dress any animal at the Abattoir unless authorised or appointed in that behalf by the Company.

(20) No animal shall be slaughtered save in such part of the Abattoir or in such manner as the Manager shall direct.

Cutting up of meat:

(21) No person shall cut up meat in small quantities at the Abattoir.

Inspection of meat  
before removal:

20 (22) No person shall remove a carcass or a portion of a carcass from the Abattoir until the carcass has been examined by an Inspector and passed by him as fit for human consumption and has been marked or stamped by an Inspector with such mark or stamp and in such manner as the provisions of the Act or of these Rules may from time to time determine.

(23)(i) Subject to the provisions of the succeeding sub-sections of this Rule the owner of any animal slaughtered at the Abattoir shall, unless

such animal or the carcass thereof is certified by an Inspector to be diseased, remove or cause to be removed therefrom:-

- (a) the carcass of such animal within forty-eight hours after the same is dressed;
- (b) the hide, skin, fat, products and offal of such animal on the same day the animal is slaughtered

10

PROVIDED ALWAYS that the Manager may in his discretion extend such times in such manner as he thinks fit AND if the owner does not remove or cause to be removed such carcass, skin, fat, products or offal of such animal within the proper time or within the extended time, as the case may be, the Manager may dispose of any such carcass, skin, fat, products or offal of such animal in such manner as he shall think fit at the expense in all matters of the owner thereof but without incurring any liability to such owner PROVIDED ALWAYS that no such disposal by the Manager shall relieve any person from any liability or obligation under the Act or these Rules.

20

(ii) No person shall remove or cause to be removed any carcass from the Abattoir within twelve hours of the same having been dressed without the permission of an Inspector.

30

(iii) No person shall remove or cause to be removed any carcass, meat, skins, fat, products or offal from the Abattoir until a sufficient receipt has been given to the Manager or his agent or to a Contractor authorised by the Company in that behalf.

(iv) No person shall remove or cause to be removed from the Abattoir any carcass which in the

opinion of the Manager or of an Inspector is likely to be contaminated or infected by reason of any breach of the provisions of the Act or of these Rules.

Vehicles for carriage  
of meat:

(24) No persons shall carry any meat to or from the Abattoir

- 10
- (a) In any conveyance, vehicle or receptacle unless such conveyance, vehicle or receptacle is clean and in proper condition and so constructed as to be in the opinion of the Manager fit for the carriage of meat.
- (b) In any open conveyance, vehicles or receptacle unless such meat is completely covered with clean cloths of washable material which satisfy an Inspector.
- (c) In any conveyance vehicle or receptacle unless the bottom or floor of such conveyance vehicle or receptacle is covered with clean hessian cloth of good quality or such other material approved by an Inspector.
- 20
- (d) In any conveyance, vehicle or receptacle containing any plucks, heads or other portions of a carcass liable to rapid pollution.

(25) An Inspector may prevent the removal of meat from the Abattoir if the same is not removed in the manner set down in Rule 23 hereof.

Scouring Conveyance:

- 30
- (26)(i) Every person engaged in the carriage of meat from the Abattoir shall before the conclusion of each day on which he has used any conveyance

for such purpose cause such conveyance and all cloths, covers and appliances used in connection with the handling of meat to be thoroughly cleansed, scrubbed and scoured by the use of hot water, soap and soda.

(ii) Every such person shall provide every such conveyance with a sufficient number of clean towels or cloths for hand wiping purposes during the period of its use for carriage of meat from the Abattoir.

10

(27) Any person may use steam generated at the Abattoir for the purposes of cleaning conveyance, vehicle or receptacle and the Company reserves the right to charge a reasonable fee for this service.

Not used for diseased carcass etc.,  
any conveyance used for dressed meat:

(28) No person shall use or permit or suffer to be used for the carriage of any diseased meat or condemned or diseased carcass or matter, any conveyance used for the carriage of dressed meat without the permission of an Inspector first obtained.

20

Loading of meat:

(29) Unless otherwise directed by the Manager, meat shall be loaded by the Contractors and the butchers or their employees. The Abattoir shall be open for giving delivery of meat between the hours of 4.30 a.m. and 7.00 a.m. and 3 p.m. and 4.30 p.m. daily, Saturday and Sunday excepted.

Traffic:

(30) All traffic (wheeled or otherwise) shall be under the direction and control of the Manager.

30



Blood:

(31) Whenever large cattle shall have been enclosed in the pithing pen for slaughter and before any other beast is driven into such pen the slaughtermen shall sweep or cause to be swept away from every such compartment into the blood drain all blood from such cattle.

Diseased animals:

- 10 (32)(a) Any animal brought to the Abattoir which upon inspection shall be found to be suffering from disease so as in the opinion of the Inspector to be unfit for human food or to be from any other cause unfit for human food shall be slaughtered apart from all other cattle at such time and shall be destroyed or disposed of as directed by the Inspector.
- (b) The carcass of any animal which has been slaughtered and which from the like cause or cases is in the opinion of the Inspector unfit for human food shall be similarly destroyed or disposed of.
- 20

- (33)(a) Immediately any animal which has been slaughtered is discovered to be diseased, the slaughterman in charge shall immediately stop the work of dressing such animal for food and report the fact of such disease to the Inspector and shall not proceed further with such dressing until authorised by the Inspector.
- (b) No carcass shall be stripped whether for bodying or otherwise until the sanction thereto of the Inspector has been obtained.
- 30 (c) No person shall use for the purpose of slaughtering or dressing any animal or carcass

any instrument or vessel used in slaughtering or dressing any diseased animal or carcass unless such instrument or vessel shall first have been sterilised or otherwise treated as the Inspector may direct.

Power of Inspector  
to cut into carcasses:

10 (34) The Inspector shall have power should he suspect the existence of any disease likely to render any carcass unfit for human food to cut into or divide the same or any part thereof for the purpose of inspection.

(35) Any meat that has been blown may be condemned by the Inspector and shall be liable to be destroyed or disposed of in such manner as the Inspector shall order. Any person blowing the same shall be deemed to have committed an offence against this By-law.

Removal of hides & skins etc.:

20 (36) No persons removing hides skins or fat from the Abattoir shall remove the same in any cart used for the removal of meat unless such hides, skins or fat are removed in properly constructed metal containers of a type previously approved in writing by the Inspector.

Contractors:

(37) The Company may if it thinks fit from time to time contract with any person or persons:-

- 30 (i) To take delivery of cattle at any saleyards, and drive or carry the same to the Abattoir; or
- (ii) To do the killing, dressing, and

delivering after killing, of cattle  
to be slaughtered at the Abattoir; or  
(iii) To do all or any of such things; at such  
price fee or charge, or upon such terms  
or conditions as may be agreed upon  
between the Company and such person or  
persons.

Returns of meat  
slaughtered elsewhere:

- 10 (38)(a) Every person who
- (i) Sells, exposes or holds for sale in the District; or
  - (ii) Pursuant to sub-section (5) of Section 22 of the Meat Act 1939 is deemed to have sold for consumption in the District meat derived from stock slaughtered elsewhere than in the Abattoir
- shall furnish to the Secretary not later than THURSDAY in each week a return in form approved
- 20 by such Secretary, giving full particulars of such meat so sold or exposed for sale or deemed to have been sold or exposed for sale or deemed to have been sold for consumption by him during the preceding week ended on the preceding SATURDAY, and shall forward with such return, any fees payable in respect of such meat as hereinafter provided. Every such return shall be completed and signed by such person and forwarded regularly each week to the Secretary.
- 30 (b) Every person carrying on the business of a meat vendor or purveyor of meat in the District, who has not in any such week sold any such meat as is described in sub-clause (a) of this Clause, shall furnish to the Secretary a signed

statement to that effect on the day on which the returns prescribed in sub-clause (a) of this Clause are required to be furnished.

(c) Notwithstanding anything in this Clause contained the Secretary may, in lieu of such weekly returns and statements, accept in such cases as he, in his absolute discretion thinks fit, returns made to cover such periods as he thinks fit, and to be furnished at such times as he specifies.

10

(d) Every return or statement made under the provisions of this clause shall, if the Company so requires be verified by statutory declaration.

(e) Provided that no such fees shall be payable by any such butcher vendor or purveyor in respect of such meat from any Meat Export Slaughter-House or another Abattoir, the owner whereof has entered into an Agreement with the Company for the due furnishing of returns and payment of fees so long as the said owner to the satisfaction of the Company continues to furnish such returns and pay such fees.

20

Charges and fees:

(39)(a) When any contract has been entered into by the Company as provided by Section 37 hereof the charges payable in respect of driving, housing, feeding and slaughtering any cattle by the contractor thereunder, other than charges for the use of the Abattoir shall be such as are provided by the said contract and shall be paid and belong to the Contractor, the Company undertaking no responsibility in respect thereto

30

A n d

- (b) All other charges and fees fixed by the Company shall be paid to the Secretary or the Manager or to whomsoever the Company may appoint for that purpose.
- (c) Every such charge shall be paid by the person on whose account stock in respect of which the charge is payable is slaughtered in the Abattoir.
- 10 (d) All charges for the use of the Abattoir and for driving, housing, feeding and slaughtering shall be paid before the removal from the Abattoir of the cattle or carcass in respect of which the same shall be due.
- (e) If default is made in the due payment of any charge hereinbefore mentioned, the Company or the Contractor as the case may be, may at any time after such default recover the charge as a debt due to the Company or the Contractor, as the case may be, by action in any Court of  
20 competent jurisdiction, or by distress and sale of any stock, meat, carcasses or hides for the time being in the Abattoir on account of any person by whom such charges or fees are payable.
- (f) The Company or the Contractor, as the case may be, may allow monthly accounts to approved regular customers, in which case all charges shall be paid on or before the 14th day of the month following that in which the same shall  
30 have been incurred, and at such place and to such person or persons as the Company or the Contractor, as the case may be, may from time to time direct.

by persons on whose account any stock is slaughtered in the Abattoir in respect of the several specified services fixed separately for each class of stock are as follows:-

(1) Charge for use of Abattoir:-

This charge is fixed having regard to the expenditure incurred in maintaining the Abattoir and to the following additional items:-

- 10 (i) The amount paid by the Company by way of rent in pursuance of the provisions of Clause 3 of the Deed of Delegation expressed to be made between The Mayor, Councillors & Citizens of the City of Christchurch, of the one part and the Company, of the other part and bearing date the 29th day of September 1950.
- (ii) Reasonable provision for bad debts and discounts.
- 20 (iii) The costs of and incidental to the raising of any loan by The Mayor, Councillors & Citizens of the City of Christchurch for Abattoir purposes.
- (iv) Actual payments made by the Company to provide for the payment of pensions or retiring allowances (with or without other benefits) for persons employed by the Company exclusively in connection with the management and control of the Abattoir.
- 30 (v) Any amount appropriated by the Company for the purpose of establishing or maintaining a fund to provide for the payment of compensation or damages to or in respect of workers employed by the Company exclusively in connection with the

- management and control of the Abattoir.
- (vi) Premiums paid by the Company in respect of Insurance against any loss or risk in connection with the Abattoir, or in respect of workers employed by the Company exclusively in connection with the management and control of the Abattoir.
- (vii) Any legal expenses reasonably incurred by the Company in respect of the Abattoir.
- 10 (viii) The salaries and wages of all officers and employees of the Company exclusively engaged in clerical and other duties in connection with the management and control of the Abattoir.
- (ix) Such proportion of the salaries and wages of the Managing-Director, the Secretary and all other officers and employees of the Company as can fairly and reasonably be attributed to clerical and other
- 20 duties performed by them exclusively in connection with the management and control of the Abattoir.
- (x) Rates payable in respect of the Abattoir.
- (xi) Telephones, lighting, sundry expenses and water charges exclusively relating to the management and control of the Abattoir.
- (xii) The amount paid by the Company by way of legal expenses incurred in connection with the Deed of Delegation and the
- 30 preparation of these Rules and of all matters incidental thereto.
- (xiii) Such other items (if any) as the Minister, on the application of the Company, may allow.

Cattle .....	2/- each
Sheep and lambs .....	7½d. each
Pigs .....	1/9½d each
Calves .....	1/9½d each

For Cattle and Calves killed by the Kosher method the charges for the use of the Abattoir shall be double the Rates set out above.

(II) Inspection fees: (payable by every person on whose account any stock is slaughtered in the Abattoir such as may from time to time be fixed by regulations under the Meat Act, 1939; the present fees being as follows:-

Cattle .....	1/- each
Sheep and lambs ... ..	1/- doz.
Pigs .....	1/- each
Calves (up to 60 lbs.) .....	1d. each
" (over 60 lbs but not exceeding 100 lbs.) .....	2d. each
" (over 100 lbs not exceeding 250 lbs.) .....	4d. each
" (over 250 lbs.) .....	1/- each

(III) Fodder & Paddock charge: This charge is calculated to cover the cost of feeding and holding stock and the maintenance of farm property:-

Cattle (per week or part of week) ..	1/- each
Sheep and lambs (ditto) .....	2d. each
Pigs (ditto) .....	1/- each
Calves (ditto) .....	6d. each

Stock remaining at the Abattoir more than 24 hours will be subject to the above charges.

(IV) Droving and slaughtering charge: This charge is calculated to cover the cost of taking delivery of stock at the Sale Yards and slaughtering, dressing and



loading the same on vehicles for delivery to the owners' premises:-

	<u>Cattle</u>	under 725 lbs.	dressed weight	10s. 8d.
		726-825 "	" "	11s. 5d.
		826-925 "	" "	12s. 2d.
		926-1025 "	" "	12s.11d.
		1026-1125 "	" "	13s. 8d.
		each additional 100 lbs		9d.
	<u>Sheep</u>	under 70 lbs.	dressed weight	1s. 8d.
10		70 lbs and over	" "	1s. 9d.
		fancy dressing		2s. 6d. extr
	<u>Lambs</u>	all weights		1s. 7d.
		backsetting		4d. extr
	<u>Pigs</u>	porkers up to 120 lbs	dressed weight	4s.0d.
		baconers 121-200 "	" "	4s.4d.
		choppers over 200 "	" "	5s.5d.
	<u>Calves</u>	under 200 lbs	" "	4s.4d.
		200 lbs. and over	" "	6s.4d.

PROVIDED that the above fees shall be reduced by the amount set out hereunder in respect of stock delivered to the Abattoir by the person on whose account it is to be slaughtered -

Cattle .....	9d. each
Lambs .....	1d. each
Calves .....	9d. each
Sheep .....	1d. each
Pigs .....	9d. each

For all stock killed by the Kosher method, the slaughtering charges shall be double the rates set out above.

(V) Meat derived elsewhere:

The rates of fees to be paid to the Company in respect of meat sold for consumption within the Abattoir district and derived from stock slaughtered

in another abattoir or in any Meat Export Slaughter House are the same as the rate of the charge made for the use of the Abattoir in respect of stock of the same class slaughtered therein:

(a) Meat wholly derived elsewhere:-

Cattle	rate per head	....	2/-
Sheep and Lambs	" " "	....	7½d.
Pigs	" " "	....	1/9½d.
Calves	" " "	....	1/9½d.

10 (b) Meat in part derived elsewhere:-

Where part only of the meat derived from any stock slaughtered elsewhere than in the Abattoir is sold for consumption in the abattoir district the number of stock in respect of which fees shall be payable under the Meat Act 1939, Section 22 (3) shall be ascertained by dividing the actual weight of meat derived from stock of that class sold for consumption in the Abattoir District by the fair average dressed weight of stock of such class which fair average dressed weight shall be deemed to be as follows:-

20

<u>Class</u>	<u>Weight per Beast</u>
Oxen .....	750 lbs.
Cows .....	550 "
Calves(not being large Cattle).	120 "
Sheep .....	60 "
Lambs .....	35 "
Pigs .....	100 "

30 But if the meat from any bulls or cows is converted into boneless meat the average dressed weight shall, in the case of bulls be deemed to be 500 lbs. per bull, and in the case of cows 300 lbs. per cow.

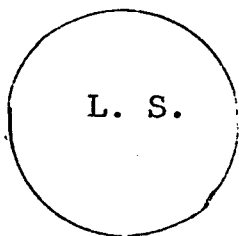
(41) NOTHING in these Rules shall be held to affect the operation of any Regulation of general application

made under the authority of the Meat Act, 1939, or any amendment thereof.

THE foregoing Rules were duly made and passed and adopted at a meeting of the Directors of the Company duly convened for that purpose on the 25th day of September 1950 and were by Resolution ordered to come into force on the 1st day of October 1950 or as soon thereafter as the approval of the Minister of Agriculture is given to the said Rules.

10

THE COMMON SEAL of THE CANTERBURY }  
BYE-PRODUCTS COMPANY LIMITED was }  
hereto affixed this 29th day of }  
September 1950, by and in the }  
presence of: }



"J.H. Sproston" }  
"W.S. Hughes" } DIRECTORS  
"W.R. McCallum" }  
SECRETARY

20

THE CHRISTCHURCH CITY COUNCIL on behalf  
THESE Rules have been submitted to and approved by/THE  
MAYOR, COUNCILLORS AND CITIZENS OF THE CITY OF  
CHRISTCHURCH

"H.S. Feast" TOWN CLERK

THE MINISTER OF AGRICULTURE hereby approves of the above Rules pursuant to Sub-section (7) of Section 22 of "The Meat Act, 1939".

DATED the 2nd day of October 1950.

"T.L. Macdonald"  
Acting for the Minister of Agriculture

EXTRACT FROM MINUTES OF A SPECIAL MEETING OF DIRECTORS OF THE CANTERBURY BYE PRODUCTS COMPANY LIMITED HELD IN THE REGISTERED OFFICE OF THE COMPANY ON 30th NOVEMBER, 1970 AT 3.45 P.M.

10 Pursuant to section 23(3) of the Meat Act 1964, the Director-General acting under a delegation from the Minister of Agriculture under Section 9 of the Department of Agriculture Act 1953, for the purposes of the said section, hereby approves the herein written amendments to the Rules of the Christchurch Abattoir.

20 Dated at Wellington this 15th day of February 1971

"S.C. Gainey"

Director-General

INCREASE IN CHARGES:

It was moved by Mr Churchward, seconded by Mr Dyer and Carried:-

"That as from 1st December, 1970, Clause 1 and 4 of Rule 40 of the rules governing Abattoir Control be deleted and the following Rules Submitted therefor".

1. Charge for Use of Abattoir. Such other items (if any) as the Minister, on the application of the Company, may allow

Cattle	\$1.68
Sheep & Lambs	39.6
Pigs	\$1.05
Veal	\$1.19

4. Droving and Slaughtering Charge.

This charge is calculated to cover the cost of taking delivery of stock at the Sale Yards and slaughtering, dressing and loading the same on vehicles for delivery to the owners premises:-

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<u>Cattle</u>	Under 725lbs dressed weight	\$5.04
	726/825 lbs dressed weight	\$5.11
	826/925 lbs dressed weight	\$5.18
	926/1025 lbs dressed weight	\$5.25
	1026/1125 lbs dressed weight	\$5.34
	Each Additional 100 lbs	.07

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Pursuant to section 23(3) of the Meat Act 1964, the Director-General acting under a delegation from the Minister of Agriculture under Section 9 of the Department of Agriculture Act 1953, for the purposes of the said section, hereby approves the herein written amendments to the Rules of the Christchurch Abattoir.

Dated at Wellington this 15th day of February 1971

"S.C. Gainey"

Director-General

<u>Sheep</u>	Under 70 lbs	
	Dressed Weight	.72
	70lb/over, rate and	
	a half	\$1.08
<u>Rams</u>	rate and a half	\$1.08
	Fancy dressing	.30
<u>Lamb</u>	All weights	.72
	Back Setting	.05
<u>Pigs</u>	Porkers up to 120 lbs	
	dressed weight	\$1.61
	Baconers 121/200 lbs	
	dressed weight	\$1.71
	Choppers 200 lbs	
	and over	\$2.14
<u>Calves</u>	Under 200 lbs	\$2.64
	200 lbs and over	\$3.00

Provided that the above fees shall be reduced by the amount set out hereunder in respect of stock delivered to the Abattoir by the person on whose account it is to be slaughtered:-

Cattle	.08	each
Lambs	.01	each
Calves	.08	each
Sheep	.01	each
Pigs	.08	each

Kosher Killing

For all stock killed by the Kosher Method, the slaughtering charges shall be double the rates set out above.

COMPANY'S CERTIFICATION. I hereby certify that the above is a true and correct copy of the Minute as recorded in the Company's Minute Book.

K.R. Churchward Managing Director  
Christchurch City Abattoir

CHRISTCHURCH CITY COUNCIL'S APPROVAL.

I hereby certify that the approval of the Christchurch City Council was duly given to the above alteration to the Abattoir Rules at a Council Meeting held on 14th December 1970.

"M.B. Hayes" Town Clerk

Pursuant to section 23(3) of the Meat Act 1964, the Director-General acting under a delegation from the Minister of Agriculture under Section 9 of the Department of Agriculture Act 1953, for the purposes of the said section, hereby approves the herein written amendments to the Rules of the Christchurch Abattoir.

Dated at Wellington this 15th day of February 1971

"S.C. Gainey"  
Director-General

Pursuant to section 23(7) of the Meat Act 1964 the Assistant Director-General acting under a delegation from the Minister of Agriculture under section 9 of the Department of Agriculture Act 1953 for the purpose of the said section hereby approves the herein written amendment to the Rules of the Christchurch Abattoir.  
DATED at Wellington this ..... day of .....1970

Assistant Director-General

EXTRACT FROM MINUTES OF A MEETING OF DIRECTORS OF THE CANTERBURY BYE PRODUCTS COMPANY LIMITED HELD IN THE REGISTERED OFFICE OF THE COMPANY ON 29th NOVEMBER, 1971 AT 2.15 P.M.

INCREASE IN CHARGES: It was moved by Mr Churchward, seconded by Mr Cattermole and Carried:-

"That as from 1st December, 1971, Clause 1 and 4 of Rule 40 of the rules governing Abattoir Control be deleted and the following Rules Submitted therefor".

1. Charge for Use of Abattoir. Such other items (if any) as the Minister, on the application of the Company, may allow

Cattle	\$1.68
Sheep & Lambs	39.6
Pigs	\$1.05
Veal	\$1.19

4. Droving and Slaughtering Charge. This charge is calculated to cover the cost of taking delivery of stock at the Sale Yards and slaughtering, dressing and loading the same on vehicles for delivery to the owners premises:-

<u>Cattle</u>	Under 725lbs	
	dressed weight	\$6.04.8
	726/825 lbs	
	dressed weight	\$6.13.2
	826/925 lbs	
	dressed weight	\$6.21.6
	926/1025 lbs	
	dressed weight	\$6.30
	1026/1125 lbs	
	dressed weight	\$6.40.8
	Each additional	
	100 lbs	.08.4

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Pursuant to section 23(3) of the Meat Act 1964, the Director-General acting under a delegation from the Minister of Agriculture under Section 9 of the Department of Agriculture Act 1953, for the purposes of the said section, hereby approves the herein written amendments to the Rules of the Christchurch Abattoir Dated at Wellington this 1st day of February 1972.

"S.J. Callahan"

Director-General

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Pursuant to section 23(3) of the Meat Act 1964, the Director-General acting under a delegation from the Minister of Agriculture under Section 9 of the Department of Agriculture Act 1953, for the purposes of the said section, hereby approves the herein written amendments to the Rules of the Christchurch Abattoir Dated at Wellington this 1st day of February 1972.

"S.J. Callahan"  
Director-General

<u>Sheep</u>	Under 70 lbs dressed weight	.86.4
	70 lb/over, rate and a half	1.29.6
<u>Rams</u>	rate and a half	1.29.6
	Fancy dressing	.36
<u>Lamb</u>	All weights	.86.4
	Back setting	.06
<u>Pigs</u>	Porkers up to 120 lbs dressed weight	1.93.2
	Baconers 121/200lbs dressed weight	2.05.2
	Choppers 200 lbs and over	2.56.8
<u>Calves</u>	Under 200 lbs	3.16.8
	200 lbs and over	3.60

Provided that the above fees shall be reduced by the amount set out hereunder in respect of stock delivered to the Abattoir by the person on whose account it is to be slaughtered:-

Cattle	.08 each
Lambs	.01 each
Calves	.08 each
Sheep	.01 each
Pigs	.08 each

Kosher Killing

For all stock killed by the Kosher Method, the slaughtering charges shall be double the rates set out above.

COMPANY'S CERTIFICATION I hereby certify that the above is a true and correct copy of the Minute as recorded in the Company's Minute Book

K.R. Churchward Managing Director  
Christchurch City Abattoir.

CHRISTCHURCH CITY COUNCIL'S APPROVAL.

I hereby certify that the approval of the Christchurch City Council was duly given to the above alteration to the Abattoir Rules at a Council Meeting held on 13th December 1971.

"M.B. Hayes" Town Clerk



AMENDED

EXTRACT FROM MINUTES OF MEETING OF DIRECTORS OF THE  
CANTERBURY BYE-PRODUCTS COMPANY LIMITED HELD IN THE  
REGISTERED OFFICE OF THE COMPANY ON 29th JANUARY,  
1973 at 3.30 P.M.

INCREASE IN CHARGES: It was moved by Mr Churchward,  
seconded by Mr Doherty, and  
carried:-

10 "That as from 1st January, 1973, Clause 1 and 4 of Rule  
40 of the Rules governing Abattoir control be deleted  
and the following Rules submitted therefor."

1. Charge for Use of Abattoir. Such other items (if  
any) as the Minister on the application of the Company  
may allow

Cattle	\$2.31
Sheep & Lambs	.57.6
Pigs	1.54
Calves	1.68

20 4. Droving and Slaughtering Charge. This charge is  
calculated to cover the cost of taking delivery of  
stock at the Sale Yards and slaughtering, dressing and  
loading the same on vehicles for delivery to the owner's  
premises:-

30	<u>Cattle</u>	Under 725 lbs dressed weight	\$6.80.4
		726-825 " " "	6.88.8
		826-925 " " "	6.97.2
		926-1,025 " " "	7.05.6
		1,026-1,125 " " "	7.16.4
		Each additional 100 lbs	.09.45
	<u>Sheep</u>	Under 70 lbs dressed weight	.97.2
		70 lbs and over, rate and a half	1.45.8
	<u>Rams</u>	Rate and a half	1.45.8
		Fancy Dressing	.40.5 Extra
	<u>Lambs</u>	All Weights	.97.2
		Back setting	.07.3
	<u>Pigs</u>	Porkers up to 120 lbs dressed weight	2.17.35
		Baconers 121-200 lbs	2.29.35
		Choppers 200 lbs and over	2.80.95
40	<u>Calves</u>	Under 200 lbs	3.55.78
		200 lbs and over	3.99.6

Provided that the above fees shall be reduced by the  
amount set out hereunder in respect of stock  
delivered to the Abattoir by the person on  
whose account it is to be slaughtered:-

Cattle	.08	each
Calves	.08	"
Lambs	.01	"
Sheep	.01	"
Pigs	.08	"

Kosher Killing For all stock killed by the Kosher method, the slaughtering charges shall be double the rates set out above.

10 COMPANY'S CERTIFICATION I hereby certify that the above is a true and correct copy of the Minute as recorded in the Company's Minute Book.

K.R. Churchward Managing Director  
Christchurch City Abattoir

CHRISTCHURCH CITY COUNCIL'S APPROVAL. I hereby certify that the approval of the Christchurch City Council was duly given to the above alteration to the Abattoir Rules at Council Meetings held on 21st August 1972 and 20th November 1972.

"M.B. Hayes" Town Clerk

20 PURSUANT to Section 23(7) of the Meat Act 1964, the Director-General of Agriculture and Fisheries acting under a delegation from the Minister of Agriculture and Fisheries under Section 9 of the Ministry of Agriculture and Fisheries Act 1953 for the purposes of the said section, hereby approves the herein written amendment to Rule 40 of the Rules of the Christchurch Abattoir.

Dated at Wellington this 7 day of February 1973.

"S.J. Callahan" Director-General of Agriculture  
and Fisheries

Ag.—M. 41



DEPARTMENT OF AGRICULTURE

P.O. Box 2298,  
28 AUG 1971 Wellington.

The Secretary,

The Canterbury Bye-Products  
Co. Ltd, P.O. Box 122, CHRISTCHURCH.

Dear Sir,

Below is a certificate of renewal for the abattoir registration num-  
bered AB. 13

Yours faithfully,

Director, Meat Division

CERTIFICATE OF RENEWAL OF REGISTRATION OF AN ABATTOIR

PURSUANT to the application dated 6.5.71 and with the consent of the Minister  
of Agriculture registration of the abattoir established at Christchurch  
and officially numbered AB 13 is hereby renewed, the controlling  
authority being the Canterbury Bye-Products Co. Ltd.

THIS RENEWAL IS SUBJECT TO THE PROVISIONS OF THE MEAT ACT 1954, AND THE REGULA-  
TIONS FOR THE TIME BEING IN FORCE THEREUNDER AND IS IN FORCE UNTIL THE 30TH DAY  
OF JUNE 1972, UNLESS SOONER CANCELLED OR SURRENDERED.

Director, Meat Division,  
Department of Agriculture,  
Wellington.

Date: / /

3/0/71/70-82569 W

Ag.-M. 41



DEPARTMENT OF AGRICULTURE

P.O. Box 2298,  
Wellington.

The Secretary,  
Canterbury Bye-Products Co. Ltd,  
P.O. Box 122,  
CHRISTCHURCH.

8 SEP 1972

Dear Sir,

Below is a certificate of renewal for the abattoir registration num-  
bered AB. 13

Yours faithfully,

Director, Meat Division

CERTIFICATE OF RENEWAL OF REGISTRATION OF AN ABATTOIR

PURSUANT to the application dated 26/5/72 and with the consent of the Minister of Agriculture registration of the abattoir established at CHRISTCHURCH

and officially numbered AB. 13 is hereby renewed, the controlling authority being the CANTERBURY BYE-PRODUCTS COMPANY LIMITED

THIS RENEWAL IS SUBJECT TO THE PROVISIONS OF THE MEAT ACT 1964, AND THE REGULATIONS FOR THE TIME BEING IN FORCE THEREUNDER AND IS IN FORCE UNTIL THE 31ST DAY OF JUNE 1973 UNLESS SOONER CANCELLED OR SURRENDERED.

Director, Meat Division,  
Department of Agriculture,  
Wellington.

Date: 8 SEP 1972

Ag.—M. 41



DEPARTMENT OF AGRICULTURE

P.O. Box 2298,  
Wellington.

- 6 NOV 1973

The Secretary  
Canterbury Bye-Products Co Ltd  
P.O. Box 122  
CHRISTCHURCH

Dear Sir,

Below is a certificate of renewal for the abattoir registration num-  
bered AB 13

Yours faithfully,

Director, Meat Division

CERTIFICATE OF RENEWAL OF REGISTRATION OF AN ABATTOIR

PURSUANT to the application dated 16/5/73 and with the consent of the Minister of Agriculture registration of the abattoir established at Christchurch and officially numbered AB 13 is hereby renewed, the controlling authority being the Canterbury Bye-Products Co Ltd

THIS RENEWAL IS SUBJECT TO THE PROVISIONS OF THE MEAT ACT 1964, AND THE REGULATIONS FOR THE TIME BEING IN FORCE THEREUNDER AND IS IN FORCE UNTIL THE 30TH DAY OF JUNE 1974 UNLESS SOONER CANCELLED OR SURRENDERED.

Director, Meat Division,  
Department of Agriculture,  
Wellington.

Date: 6 Nov 1973  
300/7/70-82569 W

MAK. AL. 71  
Defendant  
Registrar



DEPARTMENT OF AGRICULTURE

P.O. Box 2298,  
Wellington.

16 MAR 1971

The Secretary,  
The Canterbury Bye-Products Co. Ltd,  
P.O. Box 122, CHRISTCHURCH.

Dear Sir,

Below is a certificate of renewal for the abattoir registration numbered AB 13.

Yours faithfully,

Director, Meat Division

CERTIFICATE OF RENEWAL OF REGISTRATION OF AN ABATTOIR

PURSUANT to the application dated 27/4/70 and with the consent of the Minister of Agriculture registration of the abattoir established at Christchurch and officially numbered AB 13 is hereby renewed, the controlling authority being the Canterbury Bye-Products Co. Ltd,

THIS RENEWAL IS SUBJECT TO THE PROVISIONS OF THE MEAT ACT 1954, AND THE REGULATIONS FOR THE TIME BEING IN FORCE THEREUNDER AND IS IN FORCE UNTIL THE 30TH DAY OF JUNE 1971 UNLESS SOONER CANCELLED OR SURRENDERED.

Director, Meat Division,  
Department of Agriculture,  
Wellington

Date: 16 MAR 1971

6th October, 1960

The Managing Director  
Canterbury Bye-Products Co Ltd  
P.O. Box 122  
CHRISTCHURCH

Dear Sir

re CHRISTCHURCH CITY ABATTOIR

In reply to your letter of the 19th August, 1960, I  
now have pleasure in advising that the Council, at  
10 its recent meeting, adopted a recommendation from the  
Abattoir and Reserves Committee that your Company be  
granted a renewal of the Deed of Delegation, under  
which it has been administering the City Abattoir,  
for a further period of ten years to the 30th September,  
1970, with the right of renewal from that date.

The City Solicitors (Messrs. Weston, Ward & Lascelles)  
are being asked to attend to the necessary legal  
formalities.

I am,

Yours faithfully

"C.S. Bowie"

ACTING TOWN CLERK

16th March, 1961

The Secretary  
The Canterbury Bye-Products  
Company Limited  
227 Manchester Street  
CHRISTCHURCH

Dear Sir

DEED OF DELEGATION - Christchurch City Abattoir

Referring to the above matter, we now enclose a copy of a letter dated the 13th March 1961, we have to-day received from the Department of Agriculture, which we think speaks for itself.

Yours truly,  
WESTON, WARD & LASCELLES,

Per:  
"G.C. Weston"

Encl:





28th March 1961

The Secretary  
The Canterbury Bye-Products  
Company Limited  
227 Manchester Street  
CHRISTCHURCH

Dear Sir

CHRISTCHURCH CITY ABATTOIR

We enclose herewith a draft of the Deed of Extension of the Delegation, and shall be glad to have your comments in due course.

We are sending a copy of the draft to the City Council and will send a draft to the Minister of Agriculture as soon as we have confirmed the present draft with both parties.

Yours truly,  
WESTON, WARD & LASCELLES,

Per:  
"G.C. Weston"

Encl:

22nd May, 1961

The Secretary  
Canterbury-Bye Products  
Company Limited  
227 Manchester Street  
CHRISTCHURCH

Dear Sir

CHRISTCHURCH DISTRICT ABATTOIR  
Extension of Deed of Delegation

The Minister of Agriculture has now approved of the draft Extension of the above Delegation, and we enclose herewith the Deed, in duplicate, for execution by the Company and return to us, please.

Yours truly,  
WESTON, WARD & LASCELLES,

Per:

"G.C. Weston"

Encl:

29th March

61

Mr G.C. Weston  
Messrs Weston Ward & Lascelles  
Manchester Street  
CHRISTCHURCH

Dear Sir

In reply to your letter of the 28th.inst. we have studied the Draft of the Deed of Extension and find everything in order. We take it that in due course you will forward copies of the Deed of execution by this Company.

Yours faithfully

Managing Director

IN THE SUPREME COURT OF NEW ZEALAND  
CHRISTCHURCH REGISTRY

BETWEEN      CANTERBURY BYE-PRODUCTS LIMITED  
Plaintiff

A N D      WILLIAM DAVID WISEMAN  
Defendant

Hearing:      18 February 1980

Counsel:      J.G. Fogarty & Couch for Plaintiff  
A.A.P. Willy for Defendant

10      Judgment:      22.4.80

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JUDGMENT OF COOK J.

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This is a claim by Canterbury Bye-Products Limited that the defendant is liable to pay to it certain prescribed fees, known as "hanging fees", for stock killed outside the plaintiff's district but sold or traded in it by the defendant. It is not denied by the defendant that he has sold meat in the way alleged. As to the allegation that he has failed to pay the hanging fees, he admits that he has not paid them, but says that he is not nor ever  
20      has been under any obligation to pay such fees to the plaintiff. In respect of the allegation in paragraph 8 of the Statement of Claim that he has failed to make returns, he again admits that he has not done so but maintains that the plaintiff has no authority or right to require or demand them.

In respect of certain documents the following was admitted:-

- (1)      The existence of a Deed of Delegation dated 29th September 1950 and its approval pursuant to the Meat Act.
- 30      (2)      The existence of the other deeds referred to

in paragraph 2 of the Statement of Claim; that is, the Deeds of Delegation dated the 16th October 1961 and the 23rd May 1973, and that they were duly made.

- (3) The rules referred to in paragraph 3 of the Statement of Claim i.e. rules made by the plaintiff in its capacity as the authority in respect of the abattoir in Canterbury pursuant to Section 22 of the Meat Act 1939, and that they were duly made.

10

The question at issue is whether the rules mentioned above continued in force and are still in force, as submitted by the plaintiff, or whether they lapsed or expired on the 1st October 1960 and no further rules were made in their place or, if they remained in force after the 1st October 1960, whether they lapsed or expired on the 1st October 1970 and have not been re-made; in other words, whether the plaintiff is able to enforce the 1950 rules against the defendant.

20 Section 16 of the Meat Act 1939 provides, inter alia:-

- "(1) Any local authority that by this Act is required to establish or to maintain an abattoir, or any local authority that, in accordance with section nine hereof, has made a special order for the establishment of an abattoir, may, with the approval of the Minister, delegate to any fit person or persons (including a company) its power to establish or to maintain the abattoir.

30

- (2) Every instrument of delegation by a local authority under this section shall be by deed under the seal of the corporation, and shall be signed by or on behalf of the person or persons to whom the delegation is made. Where the delegation is to a company, the seal of the company shall be affixed to the instrument of delegation.
- 10 (3) Every such instrument of delegation shall contain only such terms conditions, and provisions as the Minister may approve, and shall operate as an agreement between the local authority and the person or persons to whom the delegation is made.
- 20 (4) The person or persons to whom any delegation is made as aforesaid shall, while the instrument of delegation continues in force be deemed to be the controlling authority of the abattoir, and in relation to the abattoir shall, subject to the provisions of this Act and of the instrument of delegation, have all the rights, powers, duties, and functions which the local authority would have had if the instrument of delegation had not been executed."

30 In 1950 the Christchurch City Council was a local authority required by the Act to maintain an abattoir and consequently had power, by virtue of this section, to delegate. By deed made the 29th September 1950 the Council delegated to the plaintiff the Council's power to maintain the abattoir in accordance with the provisions

of the Meat Act 1939 and subject to the provisions contained in the deed and the plaintiff accepted the delegation. Clause 2 states:-

"The term of the delegation shall be for a period of 10 years from the 1st day of October 1950".

Various clauses which follow relating to the payment of rent and containing covenants on behalf of the plaintiff and other provisions, do not appear to be material, except that clause 38 of the deed provides for returns to be furnished in respect of the meat slaughtered elsewhere and sold in the district and for the payment of hanging fees in respect of such meat. The deed was duly approved by the acting Minister of Agriculture, that Department being responsible for the administration of the Act. As indicated above, there is no dispute that this was a proper deed of delegation. A supplemental deed was entered into in 1957, but this has no bearing on the present issue.

It is necessary to turn now to Section 22 of the Meat Act 1939 which provided (inter alia):-

"(1) The controlling authority of an abattoir (including any person to whom a local authority has delegated its powers and functions in respect of the abattoir in accordance with section sixteen hereof) may from time to time make bylaws (where the controlling authority is a local authority) or rules (in any other case), not inconsistent with this Act or with any regulations thereunder -

.....

(c) Prescribing rates of fees to be



paid to the controlling authority  
in accordance with subsection three  
hereof in respect of meat sold for  
consumption within the abattoir  
district and derived from stock  
slaughtered in another abattoir or  
in any meat export slaughterhouse :  
.....

10 (7) Notwithstanding anything in the foregoing  
provisions of this section, no bylaws or  
rules made thereunder shall come into force  
unless and until they have been approved  
by the Minister. The Minister may at any  
time disallow, in whole or in part, any  
bylaw or rule theretofore approved by him,  
by giving to the controlling authority  
not less than three months' notice in  
writing of his intention so to do."

20 Acting pursuant to this Section the plaintiff made certain  
rules entitled "Rules of the Canterbury Bye-Products  
Company Limited relating to the use of the abattoir in  
the Christchurch district." I note that, whereas the  
delegation to the plaintiff company commenced on the  
1st October 1950, the rules were made by resolution of  
the directors on the 25th September 1950 and embodied in  
a deed enacted on the 29th. It has been acknowledged  
that they were duly made and presumably nothing turns  
on this point. The rules fixed fees which have frequently  
30 been altered since but the precise contents are not of  
importance, the question being whether the rules have  
remained in force or whether they have lapsed or  
expired.

It is to be noted that the Deed of Delegation was for a finite term of 10 years from 1st October 1950. To follow the history of the matter, on the 21st September 1960 the Council adopted a recommendation of the Abattoir & Reserves Committee which was in the following terms:-

"It is recommended that the Canterbury Bye-Products Company Limited be granted a renewal of the Deed of Delegation until 30th September 1970 with the right of renewal from that date."

10 and on the 6th October the acting Town Clerk wrote to the plaintiff company advising it of this decision. The matter must then have been referred to the Department of Agriculture as a letter was produced from the Department to the Council's solicitors approving the Council's proposal to extend what is referred to as "the present delegation" for a further period of 10 years from 1st October 1960 and to give the company the right to ask for a further renewal of 10 years from 1st October 1970, the term to be renewed on the same conditions

20 as previously obtained with the exception of the right of renewal. A deed between the Council and the Company, expressed to be supplemental to the original Deed of Delegation, was then prepared and executed on the 16th October 1961. Apart from a reference to certain lands which is not material, it provided that:-

"1. THE TERM of the delegation is hereby extended to the 30th day of SEPTEMBER 1970 SUBJECT to the same terms and conditions as are contained and implied in the original deeds.

2. IF the Company shall during the extended term hereby granted pay the rent reserved under and by virtue of the original deeds and observe and perform the covenants and conditions on the part of the Company therein contained or implied up to the 30th day of September 1970 and shall give notice in writing to the Council at least 12 calendar months before the expiration of the said extended term of its desire to extend the term of the delegation for a further term of TEN YEARS from the 1st day of OCTOBER 1970 THE COUNCIL will at the cost of the Company grant to the Company an extension of the term of the delegation for TEN YEARS from the 1st day of OCTOBER 1970 SUBJECT to the same terms and conditions as are contained and implied in the original deeds."

20 This deed was approved by the Minister on the 8th November 1961.

Prior to the expiry of the second term of 10 years, that is in 1970, the matter was again given consideration by the Council. A report from the Works and Services Committee referred to the fact that the abattoir Deed of Delegation was due for renewal in October 1970 for a further period of 10 years and that under the terms of the deed the company was entitled to the renewal under the existing terms and conditions. Then followed some reference to the maintenance of the property and the recommendation was that the Chairman be authorised to approve any alterations of a minor nature relating to the matters discussed. A resolution was passed:-

"It was resolved to authorise the Abattoir Sub-Committee to approve any alterations of a minor nature relating to the Deed of Delegation and to negotiate the removal from the Schedule of several parcels of land in Haytons Road which are not directly connected to the Abattoir site."

10 The matter came before the Council on the 19th October 1970. The Minute is lengthy and need not be quoted in full. It commences:-

"The Deed of Delegation by which the Canterbury Bye-Products Co Limited operates the Christchurch Abattoirs on Council's behalf expired on the 30th September last. Under this Deed, the Company is entitled to a renewal on the same terms and conditions, for a further period of ten years."

It refers to amendments to the deed which were considered desirable and concludes:-

20 "It is now recommended that the proposals as outlined above be referred to the City Solicitors for incorporation in the renewed Deed of Delegation and that the Sub-Committee's action in this matter be confirmed."

30 A letter was written to the Council's Solicitors on the 30th October 1970 advising them that the Deed of Delegation was to be renewed for a further period of 10 years and informing them of amendments to be made. For reasons which will be mentioned it was not until 23rd May 1973 that a new deed was executed and this took the form of a fresh Deed of Delegation replacing

the original deed. The preamble to the deed makes reference to the previous deeds but, beyond reciting the provision in the 1961 deed for an extension if the company should seek one, there is no reference to the gap between 1st October 1970 and the 23rd May 1973. Clause 1 of this new deed reads as follows:-

10

"(a) THE COUNCIL doth hereby delegate to and the Company doth hereby accept the delegation of the Council's power to maintain the abattoir land and premises more particularly described in the First Schedule hereto (which abattoir land and premises are hereinafter called "the Abattoir") in accordance with the provisions of The Meat Act, 1964 and subject to the provisions hereinafter contained, the Company thereby becoming a Controlling Authority under such Act."

The provisions which follow are not material except that the following should be mentioned:-

20

"12. DURING each and every year of the term of the delegation THE COMPANY shall:-  
.....

(e) Submit to the Council for its approval all Rules relating to the use of the Abattoir and other matters made by the Company in pursuance of the provisions of Section 23 of the Meat Act, 1964 and shall not submit any such Rules until they have first been approved by the Council."

30

In the interval between the 1961 deed and 1970, the

Meat Act 1964 was enacted for the purpose of consolidating and amending the enactments relating to the slaughtering, inspection and export of meat. In the new Act, Section 14 corresponds with Section 16 of the 1939 Act; it contains corresponding provisions and additional ones but, essentially, the power to delegate and the method of delegation remain unchanged. Section 23 replaces Section 22 of the 1939 Act in substantially the same terms. There was no suggestion  
10 that any differences between the two Acts were material for present purposes and it was agreed that if the rules were in force at the time of the passing of the 1964 Act and the repeal of the 1939 Act, they would remain in force by virtue of Section 20(d) of the Acts Interpretation Act.

In support of the plaintiff's claim, evidence was given by Mr P.G. Scoular, the Deputy General Manager and City Engineer of the Christchurch City Council and by Mr A.S. Marshall, Managing Director of the plaintiff  
20 company. The formers' understanding was that the Company had continued to act as the delegate of the Council throughout the period since 1950. He could not speak with personal knowledge of the situation in 1960-61, but referred to a modernisation programme that commenced in 1964:-

"The initiative for modernization initially came from the Council but it appeared that almost coincidentally the Department of Agriculture set out to raise the standards  
30 generally of abattoirs and slaughterhouses throughout the country."

He explained the negotiations that took place between the Council, the Department and the Company but, in response to a question, replied:-

10 "As to what document regulated the relationship between the parties during the period 1970-73, I can't speak from the legal situation but as a matter of fact I assumed and I believed the Council did, that the Deed was to be extended under right of  
renewal and was adopted. I was assuming  
that there was a deed. As a matter of  
fact there was no change in the relation-  
ship between the parties."

20 Regarding the 1970-73 period, he thought that the deed of 1961 was regulating the position. He agreed that between 1970 and 1973 the relations between the Company and Council, in respect of the operation of the abattoir, were undergoing a major change. The picture is one of continuing discussions and negotiations  
between the Council, the Company and the Department, culminating in agreement which was recorded in the 1973 deed. During this period everyone concerned acted on the assumption that the delegation continued in force but it is clear that there was no deed of delegation expressly relating to that period.

30 Mr Marshall made it clear that his Company regarded itself as the delegate of the Council during the period in question. He said he could not speak in particular of the 1960/1961 period, as he was not then with the Company, but in respect of the later period he stated:-

"October 1970 and the months following did not mark any change in the procedure between the company and Council, there was absolutely no change in that period. The status quo remained as had been the case in previous years."

He produced extracts from the Company's Minutes showing that resolutions had been passed within the period in question containing amendments to certain clauses of the rules relating to charges for services at the abattoir. He produced Certificates of Renewal of Registration of the abattoir addressed to his Company and issued by the Department of Agriculture in respect of the years ending 30th June 1971, 1972, 1973 and 1974. As to the 1973 deed, he stated as follows:-

"As to what led up to the execution of the 1973 deed, the position was that during the mid 1960s the Dept of Agriculture as it was called then was requiring considerable upgrading at all meat works. A plan was worked out in 1967 between the Council and the company and the Ministry governing the upgrading of the Christchurch City Abattoir. A system of financing this upgrading through revenue was agreed on by all parties. The Ministry of Agriculture towards the end of the 1960s were not happy with the speed at which the upgrading was taking place. Early in 1970 the then director of the meat division Mr Watt retired and a new director, Mr McNabb, was appointed. With this appointment considerably more pressure came on upgrading the abattoirs and I think all other meat works in the country.



Many meetings took place between the Council, ourselves, and the Ministry during 1970, 1971 and 1972. It was becoming clear at that stage that an alteration to the terms that we were operating under was required. The terms of the 1950 deed which we had operated under through to 1970 were now not covering the changing circumstances which were being brought about by the implementation of the 1969 Meat Regulations. This in turn led to the situation where between ourselves and the Council we could see that for the smooth operation of the upgrading and modernisation greater authority to negotiate with the Dept was required. And these alterations were eventually recorded in the 1973 agreement."

He concluded his evidence-in-chief:-

"I am not aware of any break in operation of the abattoir by the company since October 1950. To my knowledge there has been no break whatsoever in the administration of the abattoir by the Canty Bye-Products Co."

Cross-examination elicited the fact that no formal notice had been given by the Company in terms of the 1961 deed for an extension of the term but there had been discussions and agreement had been reached. In respect of the period '70, '73, there was the following exchange:-

"What deed did you think you were operating under in 1970-1973? We didn't merely think, we knew we were operating under the 1950 deed

as amended and extended in 1961 and as the Council had indicated with their concurrence to its extension. That was a 10 yr right of renewal in the 1961 amendment."

In brief, he presented a similar picture to that given by Mr Scoular i.e. acceptance between the Council and the Company that the delegation of the formers' authority to the latter would continue; negotiations as to the modernisation of the abattoir and the terms of future  
10 delegation, stimulated to a considerable extent by the Ministry, and finally agreement permitting the new deed to be drawn. During this period it seems to have been presumed by the Council, the Company and the Department that the delegation embodied in the 1950 deed with the minor modifications contained in the 1957 deed and with the extension of the term continued in the 1961 deed continued in being.

For the plaintiff, Mr Fogarty, after traversing the history of the legislation and indicating the reasons  
20 for the need for payment of fees to the controlling authority in respect of meat slaughtered elsewhere, first submitted that the rules made by the plaintiff company constituted a form of delegated legislation and that, in approaching the question of their validity, duration and demise one should apply the standard principles relating to such legislation. This submission presupposed that there was a period of time when no instrument of delegation was in force. In support he referred to Craies on Statute Law 7th Edition p 289, where the  
30 chapter commences with the following statement:-

"In addition to the common law and statute law, the law of the land includes a great

deal of what may be termed subordinate or "delegated" legislation. It comprises Orders in Council, departmental orders rules, regulations, schemes, by-laws, etc., made under statutory powers."

He submitted that, if it were to be argued that the rules had lapsed, then the argument in support of such a proposition must point to a provision of a Statute which expressly or impliedly provided that the rules would  
 10 lapse in certain circumstances. He contended that in the absence of express revocation or, I think he would have included, the repeal of the empowering Statute in circumstances in which the Acts Interpretation Act 20 (d) did not apply, the rules made by a controlling authority would remain in force notwithstanding that the controlling authority might cease for a period to be such.

He stressed that a law is not repealed merely because it becomes obsolete and drew my attention to the fact that the only reference in the Meat Act to a rule ceasing to  
 20 have force is in Section 23 (7) (1964 Act) where there is provision for the Minister to disallow a rule previously approved by him.

Whether rules made by a controlling authority to whom the maintenance of an abattoir is delegated constitute delegated legislation or not, I cannot think that this submission is tenable. Under the Act the local authority may delegate:-

"To any fit person (including a company) its power to establish or maintain an abattoir ..."

The delegation may expire by effluxion of time; the delegate, if a person, may die or, if a company, be wound up; if the delegate does not carry out its obligations the delegation may be terminated. It appears contrary to common sense that, in such circumstances, rules made by that delegate should preserve some strange form of existence in the hope that their maker will some day resume authority and revive their efficacy. The flaw in the argument must  
10 lie in the fact that, in the case of a delegate, the power to make rules lies not in the Statute alone but in the Statute coupled with an instrument of delegation. If the former were repealed, with no saving provision in respect of rules made under it, they would cease to have effect and, if the latter terminates, so surely must the rules.

The next question is whether the 1950 deed continued in force despite the delay in extending the term which expired at the end of September 1960 and the longer  
20 delay between 1970 and 1973 before a new deed was executed.

Mr Fogarty submitted that it did and that as from 1st October 1960 the parties continued to look at the 1950 deed as the instrument of delegation required by the Act. He drew attention to the resolution of the Council on 21 September 1960 to grant a further term of 10 years coupled with a right of renewal for a further ten, should the company seek it and give the required notice, and urged that the deed of 1961 was evidence of the  
30 agreement between the parties and was a deed of extension of the term expressed as such; he drew attention, also, to the letter that was written and submitted that the facts constituted sufficient compliance with Section

16 (2) (1939 Act) and Section 14 (7) (1964 Act). He made submissions on similar lines in respect of the situation between 1970 and 1973; that the 1961 deed gave a right to an extended time, a provision which the Minister had approved; that there was agreement between the Council and the Company that there should be a further term and that the negotiations related to the question of the provisions that were to apply and not to the fact that an extension of the term was to be granted. He stressed that everyone concerned (but appar-

10 ently not the defendant) treated the plaintiff as the controlling authority. In brief either the deed of 1950 continued in force as an instrument of delegation or there was sufficient compliance with the requirement of the Act.

Whichever Statute one might take, the wording is quite clear:-

20 "Every instrument of delegation under this Section shall be by deed under the seal of the corporation .... and shall be signed by or on behalf of the person to whom the delegation is made."

The subsection which follows in each Act should also be noted:-

30 "(3) Every such instrument of delegation shall contain only such terms, conditions, and provisions as the Minister may approve, and shall operate as an agreement between the local authority and the person or persons to whom the delegation is made."

It is understandable that there should be such a require-

ment. In the first place a delegation transfers from a local authority to a person or a company an obligation which would otherwise lie with the local authority. It is not a matter between the parties only, but affects the public or at least a section of the public. The act of delegation carries with it the power to make rules which have a force similar to that of by-laws made by the local authority. Should fees prescribed by the rules not be paid they are recoverable by the

10 controlling authority by action in Court and a breach of the rules is an offence. It is apparent that delegation must be in clear, unequivocal terms and there must be a need for the delegate at any time to be able to prove its authority to maintain the abattoir and to make the rules which are necessary from the point of view of financing the operation.

I turn now to the question whether there can be substantial compliance with the requirements of the Act in this respect. I was referred first to Carr v. New Zealand Refrigerating Co Ltd 1976 2 N.Z.L.R. 135. In that

20 case Casey J. considered the consequences of failure to comply precisely with the requirements of Section 4 of the Companies Amendment Act 1963 which relate to take-over bids, and compared the situation in that case with the one which existed in Multiplex Industries Limited v. Speer 1965 N.Z.L.R. 592. He found that there had been substantial compliance in that a notice in writing of a take-over scheme had been given although it failed in certain respects to comply with the requirements of the

30 Section, whereas in the Multiplex case there had been a total failure to comply with the Act. He stated at Page 145:-

"The fundamental approach in seeking the

intention of Parliament in these cases has been clearly and simply stated by Lord Penzance in Howard v. Bodington (1877) 2 PD 203 in a frequently cited passage :

10                   'I believe, as far as any rule is concerned you cannot safely go further than that in each case you must look to the subject-matter; consider the importance of the  
15                   provision that has been disregarded, and the relation of that provision to the general object intended to be secured by the Act; and upon a review of the case in that aspect decide whether the matter is what is called imperative (later cases say 'mandatory')  
20                   or only directory.'

                  In that case - as, indeed, in many of these cases - there has been a single statutory  
25                   requirement involving a simple "yes" or "no" answer to the question "is it mandatory?"

It seems to me that this must be such a case.

I was referred also to N.Z.I.A.S. v. Ellesmere County 1976 N.Z.L.R. 630, where the Court of Appeal considered whether an objection to a proposed district scheme made in an informal way not complying with the regulations could be regarded as valid. I do not think this decision helps in the present case, however, except possibly the following at page 636 from the judgment  
30                   of the Court of Appeal given by Cooke J.:-

"Whether non-compliance with the procedural requirement is fatal turns less on attaching

a perhaps indefinite label to that requirement than on considering its place in the scheme of the Act ... and the degree and seriousness of the non-compliance."

I have considered also Graham v. Attorney-General 1966 N.Z.L.R. 937 where there is lengthy discussion as to the principles to be applied in deciding whether a statutory provision is mandatory or directory and whether purported compliance with a directory provision is sufficient. It seems to me, however, that cases on other provisions of other acts or regulations are not of great assistance. The matter must be determined by reference to the wording of the particular Act and the intention of the legislature as ascertained from a study of that Act.

To my mind the requirement "every instrument of delegation under this section shall be by deed ...." cannot be anything except mandatory and there is no scope in such a simple requirement for other than complete compliance. This is particularly so as the Act does not stipulate the topics which the terms, conditions and provisions to be contained must embrace. If various matters were directed to be covered there might be scope for saying there was substantial compliance if reference to some were included but not to all. The only stipulation here, is that the terms, conditions and provisions must be approved by the Minister.

I turn now to the situation in 1960, 1961. Clearly the term of the delegation made in 1950 "... a period of 10 years from the first day of October 1950" had concluded but there was agreement prior to the expiry



of that period that the term should be extended, the Council so resolved, the deed recited this fact and then stated:-

"(1) The term of the delegation is hereby extended to the 30th day of September 1970 subject to the same terms and conditions as are contained and implied in the original Deeds."

10 It seems to me that despite the delay in time this does have the effect of extending the term and thereby prolonging the life of the 1950 deed and of doing so by an instrument which complies with the Act. It seems to me, further, that as the life of the delegation was extended the rules continued in existence. In view of my attitude to what happened in 1970, however it is probably unnecessary for me to decide this. The Statement of Claim says in paragraph 6:-

20 "THAT the Plaintiff is not aware of the full extent of the Defendant's trading of meat as pleaded in the foregoing paragraph but is aware that the Defendant is currently trading in this manner and has been so trading since at least the month of August 1979 and has been for intermittent periods over the past few years."

I imagine from this that the trading of meat in question has been since 1970.

30 In that year the extension of the original term expired. The Company, subject to due compliance with the provisions of the delegation and to giving notice, was

entitled to an extension for a further period of 10 years. It did not in fact give notice, but I do not think this is material. It appears that agreement may have been reached between it and the Council that the terms should be extended. Whether or not there was a binding agreement between the parties on this point it would not be entirely easy to decide but, assuming there were, I cannot see that, of itself, it would have constituted an extension of the original  
 10 delegation in the manner the Act requires. It might have given rise to rights or obligations as between the parties, but it would not have constituted compliance with the Act.

As already noted, the deed that followed, that is the deed executed on the 23rd of May 1973, did not purport to extend the term of the 1950 deed and, whatever the intention of those concerned may have been, it is a new deed of delegation expressed to take effect and be deemed to have come into force on the 1st  
 20 June 1973. In these circumstances I can only conclude that the term of the original delegation, extended by the 1961 deed, ended on the 30th September 1970 and that the rules made in 1950 ceased to have effect at the same time; that a new delegation was affected by the 1973 deed and, as the plaintiff company has not since that time exercised its power to make rules, no rules have been in existence.

Accordingly the plaintiff's claim must be dismissed with costs, \$750, to the defendant and disbursements to  
 30 be fixed by the Registrar.

"J. Cook. J."

Solicitors:

Messrs Weston, Ward & Lascelles, Christchurch for

Plaintiff

A.A.P. Willy, Christchurch, For Defendant

Order of  
High Court

IN THE HIGH COURT OF NEW ZEALAND  
CHRISTCHURCH REGISTRY

No. A. 400/79

BETWEEN      CANTERBURY BYE-PRODUCTS  
                         LIMITED  
                         Plaintiff

A N D            W.D. WISEMAN  
                         Defendant

THIS action coming on for trial on the 18th day of February 1980 before His Honour Mr Justice Cook after hearing the Plaintiff and the Defendant and the evidence then adduced IT IS ADJUDGED that the Plaintiff's claim be dismissed with costs of \$750.00 together with disbursements of \$48.00 fixed by the Registrar.

DATED the 22nd day of April 1980.

BY THE COURT

L.S.

"J.J.P. Balcar"  
Deputy Registrar

IN THE COURT OF APPEAL OF NEW ZEALAND

C.A.64/80

BETWEEN THE CANTERBURY BYE-PRODUCTS COMPANY  
LIMITED a duly incorporated company  
having its registered office at  
Christchurch and carrying on business  
there as an abattoir

Appellant

AND WILLIAM DAVID WISEMAN of 286 Avonhea  
Road, Christchurch, Accountant

Respondent:

Before The Right Honourable Mr. Justice Richmond  
The Right Honourable Mr. Justice McMullin  
The Honourable Mr. Justice Quilliam  
The 19th day of December, 1980

UPON READING the Notice of Motion on Appeal and  
the Case on Appeal filed on behalf of the abovenamed  
Appellant AND UPON HEARING Mr. J.G. Fogarty of  
Counsel on behalf of the abovenamed Appellant and  
Mr. A.A.P. Willy of Counsel on behalf of the abovenamed  
Respondent AND the Court having taken time to  
consider its decision IT IS HEREBY ORDERED that the  
Appeal is allowed and the judgment of the High Court  
is vacated in lieu of that Judgment IT IS ADJUDGED  
AND DECLARED that the Rules of the Appellant company  
dated the 25th day of September, 1950, together with  
valid amendments thereto, remained in force during  
the period of delegation covered by the Deed of  
Delegation dated the 23rd day of May, 1973 referred  
to in paragraph 2 of the Statement of Claim AND  
that the Appellant recover costs against the Respondent  
in the High Court at \$750.00 together with disbursements  
and witnesses expenses as fixed by the Registrar of that  
Court AND in this Court \$750.00 costs together with  
\$599.35, being the costs of cyclostyling the Case on



Appeal, the travelling and accommodation expenses of one Counsel, and other necessary disbursements AND IT IS HEREBY FURTHER ORDERED that the case is remitted to the High Court for further consideration, with leave reserved generally to either party to apply to that Court for such further relief as may be thought necessary.

BY THE COURT

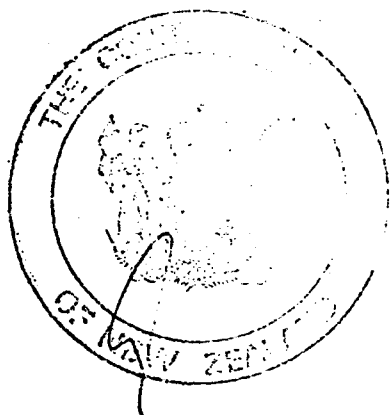


A handwritten signature in cursive script, appearing to read "R. J. [unclear]", is written over a horizontal line.

Registrar

SCHEDULE OF COSTS

Costs of cyclostyling the case on appeal (20 copies)	\$440.00
Return air fare for one Counsel	\$104.00
Accommodation and expenses for one Counsel	\$ 20.15
Photocopying of synopsis	\$ 35.20
	<hr/>
	\$599.35
	=====



## At the Court at Buckingham Palace

The 10th day of June 1981

PRESENT

### THE QUEEN'S MOST EXCELLENT MAJESTY IN COUNCIL

WHEREAS there was this day read at the Board a Report from the Judicial Committee of the Privy Council dated the 20th day of May 1981 in the words following viz :

“WHEREAS by virtue of His late Majesty King Edward the Seventh's Order in Council of the 18th day of October 1909 there was referred unto this Committee a humble Petition of William David Wiseman in the matter of an Appeal from the Court of Appeal of New Zealand between the Petitioner and The Canterbury Bye-Products Company Limited Respondent setting forth that the Petitioner prays for special leave to appeal from a Judgment of the Court of Appeal of New Zealand delivered on 19th December 1980 which allowed an Appeal by the Respondent against the Judgment of the High Court delivered on 22nd April 1980 dismissing an action brought by the Respondent against the Petitioner for a declaration as to payment of certain fees: And humbly praying Your Majesty in Council to grant the Petitioner special leave to appeal from the Judgment of the Court of Appeal of New Zealand dated 19th December 1980:

“THE LORDS OF THE COMMITTEE in obedience to His late Majesty's said Order in Council have taken the humble Petition into consideration and having heard Counsel in support thereof and in opposition thereto Their Lordships do this day agree humbly to report to Your Majesty as their opinion that leave ought to be granted to the Petitioner to enter and prosecute his Appeal against the Judgment of the Court of Appeal of New Zealand dated 19th December 1980 upon depositing in the Registry of the Privy Council the sum of £3,000 as security for costs:

“AND Their Lordships do further report to Your Majesty that the proper officer of the said Court of Appeal ought to be directed to transmit to the Registrar of the Privy Council without delay an authenticated copy of the Record proper to be laid before Your Majesty on the hearing of the Appeal upon payment by the Petitioner of the usual fees for the same.”

HER MAJESTY having taken the said Report into consideration was pleased by and with the advice of Her Privy Council to approve thereof and to order as it is hereby ordered that the same be punctually observed obeyed and carried into execution.

WHEREOF the Governor-General or Officer administering the Government of New Zealand and its Dependencies for the time being and all other persons whom it may concern are to take notice and govern themselves accordingly.

[1]

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*H. E. W. W. W.*