

**IN THE DISTRICT COURT  
HELD AT PUKEKOHE**

**BETWEEN      NORA HAZEL NEEDHAM**

**APPLICANT**

**AND            ELIZABETH ANNE NEEDHAM  
                  AND MARTIN GERRARD  
                  NEEDHAM**

**RESPONDENT**

**AFFIDAVIT OF NORA HAZEL NEEDHAM**

**I, Nora Hazel Needham, of Paerata, swear as follows:**

- 1.      I am the Applicant herein.**
- 2.      The Respondents are my son and daughter.**

**THE ISSUE:**

- 3.      I live at 273 Tuhimata Road Paerata.**
- 4.      The Respondents are the owners of the property.**
- 5.      I believe I am entitled to reside there under a life tenancy pursuant to a constructive trust to that effect in my favour established in 1990.**
- 6.      The Respondents want to evict me from the property.**
- 7.      I do not want to go.**

**THE BACKGROUND:**

- 8.      The property in question ("the property") is Lot 5 Deposited Plan 121028 comprising 5.5556 hectares and described in Certificate of Title 70B/369 North Auckland Registry. Annexed hereto marked "A" is a search copy of that title.**
- 9.      The property is situated at 273 Tuhimata Road, Paerata some 10 kms from Pukekohe.**
- 10.     The property is all that remains of the original dairy farm property comprising 166 acres which was purchased by me and my now deceased husband in 1951.**

11. Presently erected on the property is 6 bedroom brick home garage and implement shed, which were built by my husband and I since purchasing the property.
12. The property is no longer operating as a dairy farm. It ceased operating as a dairy farm in 1987. It operates now as a dry stock grazing unit.
13. In 1971 the property was transferred from my husband and I to a family company, Birch Hill Farms Limited, and later in 1982 it was transferred from that company to another family company, Norable Holdings Limited.
14. In 1989 Norable Holdings Limited went into liquidation. I was appointed company receiver, as I held a debenture from the company for \$307,000.00.
15. At that time there was a mortgage to Trust Bank over the property and the remaining lots of the farm comprising 70 acres and the bank had commenced mortgagee sale action.
16. To avoid a mortgagee sale a rescue package was arranged involving various of my children purchasing those lots. The lots were sold to various of my children at valuations set by the bank as sufficient to clear their mortgage, and which were significantly less than market value.
17. In the case of the property the market value was \$450,000.00. It was sold to 3 of my daughters one of whom was the Respondent Elizabeth Anne Needham for \$166,500.00. The sale proceeds repaid the Trust Bank loan. Settlement of the sale occurred on the 19th of November 1990. Registration of the transfer of ownership at the Land Transfer Office occurred on the 5th of September 1991.
18. At the time of the sale of the property to my three daughters it was agreed by them that I would have a life tenancy in the property which would entitle me to remain living in the house on the property until I died.
19. Following the sale I continued to live at the property as I had since 1951. I lived alone at the property from then until 1995.
20. Subsequent to that sale my three daughters transferred an equal share in the property to my son Martin Gerrard Needham the other Respondent herein. Registration of the transfer at the Land Transfer Office to my said son also occurred on the 5th of September 1991.
21. Between 1991 and the date of this affidavit various transfers of interests in the property involving my said three daughters and said

son have occurred, with the result that at the present time the sole registered owners of the property are the two Respondents.

22. In March 1995 my son the Respondent returned to the property bringing his fiancée and their two children to live with me for what was meant to be a short term stay of about 6 months.
23. In March of 1995 while I was away, my belongings were moved out of the house into the storage shed. On my return I protested this action. However, I eventually decided however to stay in the shed to give the Respondent and his family privacy.
24. Some renovation work was undertaken to make the shed more comfortable as living quarters. I have lived in the shed since then through to the present time.

**THE PRESENT SITUATION:**

25. In May 1997 my son the Respondent told me I must move out as he required the shed which he intended to rent out for storage. He required me to leave the property.
26. In June 1997 I consulted my Solicitor about this and on the 23rd of June 1997 he wrote a letter to my said son the Respondent advising him of my entitlement to remain on the property. Annexed hereto marked "B" is a copy of that letter.
27. I am told by my Solicitor that subsequent to that letter being sent my Solicitor spoke on the phone to my said son and my son disputed my entitlement to remain, and insisted that I was required to vacate the property.
28. On or about the 5th of July 1997 in my absence, personal effects and papers of mine were removed from the shed placed in a pile and set fire to. I believe this was done by my said son.
29. On the 7th of July 1997 I received a Notice to Quit from my son requiring me to vacate the premises by Friday the 11th of July 1997. Annexed hereto marked "C" is a copy of that Notice.

SWORN at }  
this        day of        1997        }  
before me: }.....

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**A SOLICITOR OF THE HIGH COURT OF NEW ZEALAND**