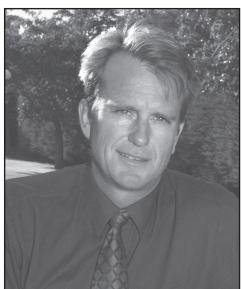


Opening speaker



George Gould, Company Director and Businessman, Christchurch

George is chairman and major majority shareholder of private investment company, Gould Holdings Limited. He was Managing Director of the merged Pyne Gould Guinness/Reid Farmers Limited (PGG) group from September 2001 to October 2003. Prior to PGG he was Managing Director of NZX listed Amuri Corporation Limited and South Eastern Utilities Limited (SEU) as well as Wairarapa Electricity Limited. The role at SEU included investment in the Port of Timaru Limited of which he was Chairman. Since SEU days George has maintained an interest in the electricity industry being a director of the Orion Group. In the mid 1990s he was an independent director of MainPower New Zealand. He is currently a director and investor in two listed companies, Pod Limited and Mike Pero Mortgages Limited, both of which he is Chairman, and, through Gould Holdings Limited, the major shareholder. A qualified lawyer with a background of investment banking, George's other business interests include commercial property and farming.

Speakers



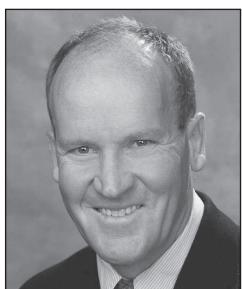
Graham Brown, Brown Glassford, Christchurch

Graham has spent all his working life in Christchurch specialising in farming sector accounting. He formed his current firm in 1999 and acts for a wide variety of farming clients. Graham chairs the KPI and National Database Steering Committee charged with establishing agreed key performance indicators and a national benchmarking system for the dairy industry.



Paul Cassin, Land Compensation Consultants Limited, Auckland

Ex MWD Property Services and Legal branches, since 1982 Paul has specialised in Public Works Act matters and latterly in representing landowners in their dealings with network utility operators. He is currently the Company Solicitor, Land Compensation Consultants Limited and is a LINZ Accredited Supplier.



Ewan Chapman, Duncan Cotterill, Christchurch

Legal adviser to Federated Farmers before joining Duncan Cotterill in 1989, Ewan has a diverse rural practice assisting corporate and individual clients in the sheep, beef, dairy and horticultural industries. He is an expert in resource management compliance – land use applications, water rights hearings, plan reviews, mining consents – with clients throughout the South Island. He advises local authorities on resource management responsibilities and private clients particularly on heritage issues and marine farming applications.

**John Eagles, Govett Quilliam, New Plymouth**

John has considerable experience and interest in restructuring of companies and in advising businesses both large and small in a variety of business enterprises. Trustee law is a major interest and he acts for and is a trustee of many private family trusts in many business areas including farming.

**Kent France, Wynn Williams & Co, Christchurch**

Kent currently practises in the area of commercial and employment law but has had extensive litigation experience. He has a personal interest in legal issues arising from recreation-based pursuits.

**John Gordon, Russell McVeagh, Auckland**

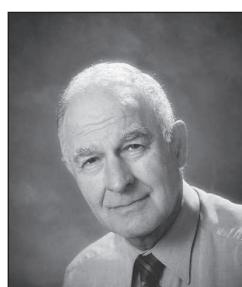
John has worked in the area of banking and finance law since being admitted in 2000, both in New Zealand and overseas – this period roughly coincides with the enactment and commencement of the PPSA 1999. He has advised a range of financial institutions and corporate clients on all aspects of the PPSA and registration of financing statements on the Personal Property Securities Register.

**Brett Gould, Anderson Lloyd Caudwell, Queenstown**

Having practised for the last 25 years in Taranaki, Brett recently moved to Queenstown to join Anderson Lloyd Caudwell and scope his vineyard dream. He has a strong rural practice (including dairying, sheep and beef, forestry and chicken farming) and has acted for a number of rural industries. In recent years he has been actively involved in dairy farm syndications on both sides.

**Christine Grice, Harkness Henry, Hamilton**

Christine has advised on numerous disputes involving all aspects of rural life. She was counsel in the leading Court of Appeal case *Busst v Bouma* involving an agreement, written on a shred of paper at the farm gate, for the sale of a farm, which subsequently escalated substantially in value. In more recent times she has been a mediator in numerous disputes.

**Barry Gunson, Barrister and Solicitor, Hamilton**

Barry specialises in commercial contracts, trusts and estate planning, the rural industry, dispute resolution (particularly rural disputes) and plain English precedents. He is a member of the NZLS Property Law Section executive and presented at the 2002 NZLS Property Law Conference.



Matt Hanna, Lewis, Cambridge

Matt was admitted in 1986 and is a partner of Lewis', a small firm with a long history in advising rural business clients. Matt is the author of *Forestry Rights in New Zealand* and advises forest owners, managers and local authorities on commercial forestry issues.



Deb Hollings, Barrister, Auckland

Deb specialises in disputes over relationship property and has appeared as counsel in numerous reported decisions in this area. She has spoken at many NZLS conferences and seminars and is the author of *For Richer for Poorer*, a best selling hardback on domestic property law and estate law published by CCH in 2001. Deb is also a director and trustee of the National Provident Fund.



Max Lamb, Lamb Bain Laubscher, Te Kuiti

Max has practised law in rural areas for the last 37 years and, with a couple of exceptions, his clients are all farming families. A member of the (then) Hamilton District Law Society Council (1979 – 1984), Max was both Vice President and a member of the NZLS Council from 1982 to 1984. He has chaired various committees in the Waikato/Bay of Plenty Council area – in particular the Ethics Committee – for many years.



Philippa Newlove, Share Registrar, Fonterra Co-operative Group Limited

Philippa is responsible for managing the \$7.7 billion register of farmer-shareholders' investment in the co-operative. Her team process all Fonterra shareholders' capital-related transactions, including farm sales, amalgamations, divisions, cessations and the critical end of season adjustments. Philippa is a key member of the project team which is responsible for delivering the changes to Fonterra's capital structure in the 2006/2007 season.



Peter Radich, Radich Dwyer, Blenheim

Peter is the senior partner in the Blenheim firm of Radich Dwyer. He has practised in Marlborough since the wine industry first began and acts for wine companies, grape producers and others associated with the industry. He is a grape producer himself.



David Russell, Busing Russell & Co Ltd, Chartered Accountants, New Plymouth

David specialises in farm accountancy and rural sector taxation. He has been a member of the Institute of Chartered Accountants Primary Sector Committee since 1992 and has been closely involved in the development of the new legislation on Death and Distributions.

David was awarded the Delahunt Primary Research Award in 2002 and published a book on Livestock Valuation For Taxation Purposes in 2004. He is a regular contributor to the Accountants Journal and various rural sector publications.

**Ben Tothill, Duncan Cotterill, Christchurch**

Ben specialises in agribusiness, commercial and property and joint ventures in the rural sector. He has strong personal and professional interests in the rural sector and related industries including in the wood industry, racing industry and agricultural and pastoral sector. He is a director of the Canterbury Agricultural and Pastoral Association and solicitor to the Royal Agricultural Society of New Zealand. Ben has been involved with overseas investment applications for a diverse range of foreign investors, including forestry investors and rural property investors. Ben is a member of Duncan Cotterill's overseas investment team which specialises in rural land applications.

**Jeannie Warnock, Buddle Findlay, Wellington**

Jeannie is a partner in the Wellington office of Buddle Findlay practising in the area of commercial property. She practised for many years in Wanganui, where she developed an interest in rural transactions and her practice continues to include many farming clients. Jeannie practised in Wanganui for many years where she had a predominantly rural practice. Her practice continues to include many farming clients, both individual and corporate.

The statements and conclusions contained in this booklet are those of the author(s) only and not those of the New Zealand Law Society. This booklet has been prepared for the purpose of a Continuing Legal Education conference. It is not intended to be a comprehensive statement of the law or practice, and should not be relied upon as such. If advice on the law is required, it should be sought on a formal, professional basis.

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