

Judge Harland
Environment Court
Auckland

Tipapa
40 Motunau Beach Road
Greta Valley
29 March 2012

Your Honour

Meridian Energy Limited. Hurunui Wind. ENV-2011-CHC-090

I write in response to the latest Memorandum to the Court by Kerry Smith of Buddle Findlay dated 29 March 2012.

1. Paragraph 3.

Until I am required to indicate to the Court the reason for my summoning the persons in question Mr Smith can not state as he has that "they do not have any relevant evidence to present to the Court". I am of the opinion that their contribution to the proceedings in Court will be very relevant.

2. Other matters. Paragraphs 5 to 9.

The central request of my letter to the Court of 26 March is contained in the first sentence of the first full paragraph on the second page of my letter. " I ask the Court at the earliest opportunity to request a copy of this contract, and make a decision as to it's legality....".

To place the contract in the most simplistic way the contract as written does this.

a. Kerry smith's memorandum to the Court of 26 March and 29 March have involved an element of time by Hurunui Council staff ,their lawyer Kerry Smith, and administrative back up at Buddle Findlay. The entire cost of all this time, and any related expenses, is being paid for by Meridian.

b. When Meridian's experts caucus with the experts acting for Hurunui District Council both sets of experts will be paid by Meridian.

c. When the Court case commences. Meridian will be paying all costs of Hurunui District council's lawyers, council staff, and their experts and advisers involved in the case. This will include travel, telephone calls, accommodation etc.

The above examples demonstrate how Meridian are paying all Hurunui's costs. In addition to this any person acting for or on behalf of Hurunui Council is contractually not allowed to oppose any part of Meridian's application. It follows therefore that all these people are working for Meridian, and doing so under conditions of legal constraint imposed by Meridian.

I request that the Court provides a ruling on this contract as a matter of some urgency as it clearly has considerable bearing on the impending Court case, and all matters of preparation before hand.

Yours faithfully

John Carr on behalf of Tipapa limited.

