

Crown Pastoral Land Tenure Review

Lease name :
PATEAROA SYNDICATE

Lease number : PO 142

Due diligence report (including status report) - Pt 2

This report and attachments results from a pre tenure review assessment of the pastoral lease for the purpose of confirming land available for tenure review and any issues, rights or obligations attaching to it. The information is gathered from files and other sources available to the LINZ contractor.

Part of the information relates to research on the status of the land, resulting in a status report that is signed off by a LINZ approving officer. The remainder of the information is not analysed for relevancy or possible action until required, and LINZ does not guarantee its accuracy or completeness as presented.

The report attached is released under the Official Information Act 1982.

September 04

SCHEDULE A:

Status Check.



**COMPUTER INTEREST REGISTER
UNDER LAND TRANSFER ACT 1952**



Search Copy

Identifier OT386/35
Land Registration District Otago
Date Registered 08 March 1957 10:25 am

Prior References
OT335/64

Type	Lease under s83 Land Act 1948	Term	thirty three years commencing on the first day of July one thousand nine hundred and fifty five and renewed for a futher period of 33 years commencing on the 1.7.1988
Area	3490.4137 hectares more or less		

Legal Description Run 248J

Proprietors

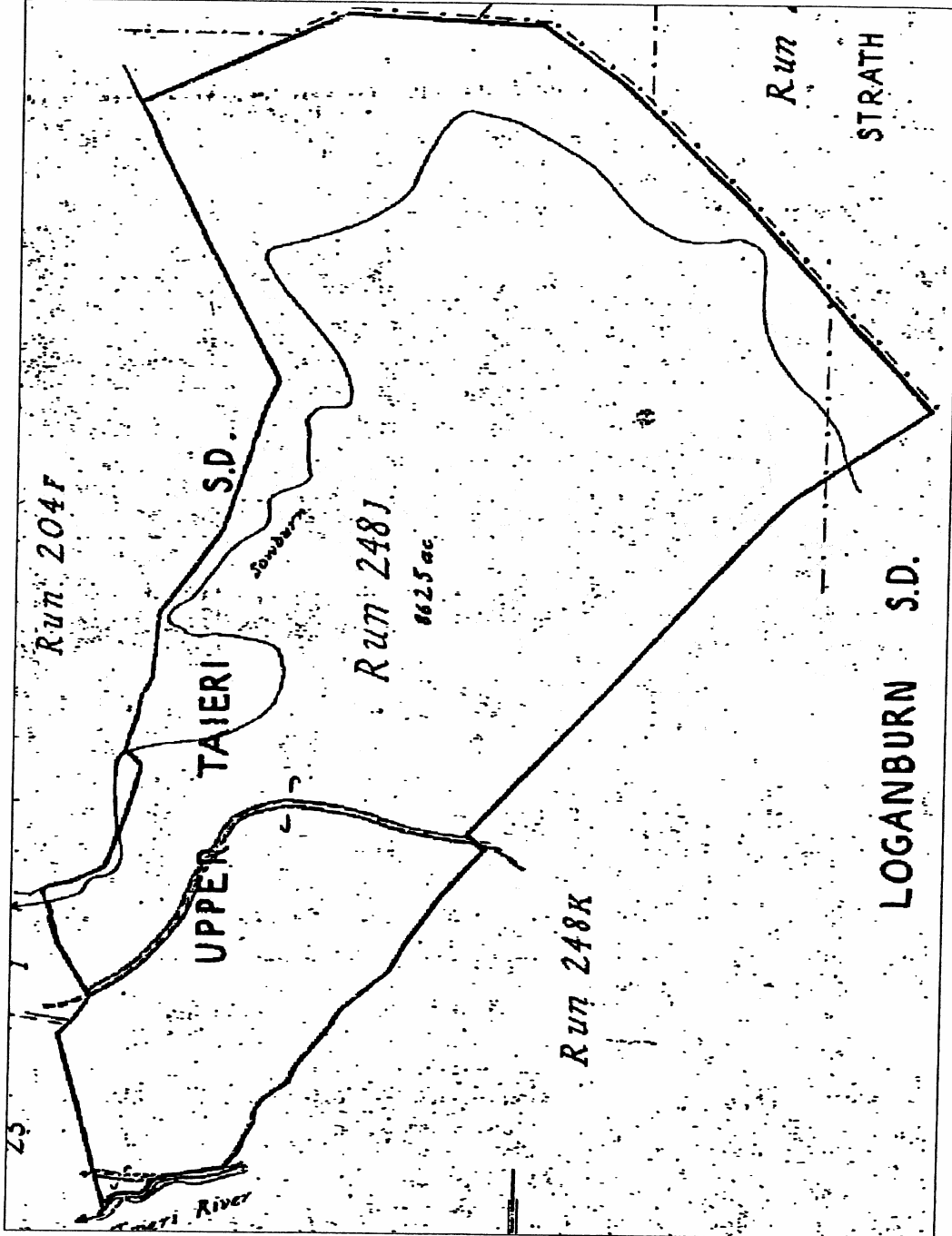
Gavan James Herlihy as to a 1/2 share
Gerarda Rosalie Herlihy and Gavan James Herlihy as to a 1/2 share

Interests

751039 Memorandum renewing the term of the within lease for a further period of 33 years commencing on the 1.7.1988 and fixing (for the first 11 years) the annual rent at \$1,200 calculated on a rental value of \$80,000 - 29.3.1990 at 10.09 am

Identifier

OT386/35



- 38435
- (1) THAT the Lessee shall have no right of acquiring the ownership of the said land.
 - (2) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary:
 - (a) Clear any portion of the said land for the purpose of growing winter feed for the stock dependent thereon;
 - (b) Chop and stack any portion of the said land so as to furnish for the use of himself and family and his employees;
 - (c) Plough and sow in grass any portion of the said land;
 - (d) Clear any portion of the said land by filling and banking back or bank and sow the land in grass;
 - (e) Surface sow in grass any portion of the said land;
 Provided that the Lessee shall, on the termination of the lease, leave the whole of the area that has been ploughed or subsoiled properly laid down in good pasture down and grasses to the satisfaction of the Commissioner.
 - (3) THAT the Lessee shall exercise due care in using the said land and shall not, for the purpose of this clause, so heavily encumber, deplete and expend between the said Lessee and the Crown, since the number of wethers to be pastured on the said land during the lease term shall not, without the prior consent of the Commissioner, exceed 1650 wethers.
 - (4) THAT if the Lessee shall have New Zealand or elsewhere the said land or if he cannot be found or if he shall neglect or fail to comply with the covenants and conditions herein expressed or implied in the consideration of the Land Settlement Board of the Commissioner, or the Lessee may be, or make default for not less than two months in the payment of rent, water rate, or other payment due to the Lessee, then the Land Settlement Board may, subject to the provisions of section 196 of the Land Act, 1924, declare this lease to be forfeit, and that without discharge or release the Lessee from liability for rent due or arrears due or for any prior breach of any covenant or condition of the lease.
 - (5) THAT these covenants are intended to take effect as a general lease under the Land Act, 1924, and the provisions of the said Act and of the regulations made thereunder applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

SCHEDULE
IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE

In witness whereof the Commissioner of Crown Lands for the Land District of _____, _____, on behalf of the Lessee, hath hereunto set his hand, and these presents have also been executed by the said Lessee.

Signed by the said Commissioner, on behalf of the Lessee, in the presence of—
 Witness: J. E. Kennedy
Edith Lamb and Murray Johnson
 Address: _____

Signed by the above named as Lessee, in the presence of—
 Witness: Ed Duffy
Paterson
 Address: _____

Signed by the above named as Lessee, in the presence of—
 Witness: Ed Duffy
Paterson
 Address: _____

Signed by the above named as Lessee, in the presence of—
 Witness: Ed Duffy
Paterson
 Address: _____

Signed by the above named as Lessee, in the presence of—
 Witness: Ed Duffy
Paterson
 Address: _____

J. M. Marshall
 Commissioner of Crown Lands

G. S. O'Neill
 Lessee

P. F. O'Neill
 Lessee

J. P. O'Neill
 Lessee

E. Herlihy
 Lessee

(6) THAT the Lessee shall be deemed not to have failed to use the area in stocking, or to have overstocked so long as the number of sheep dependent on the said land in any year of the term of this lease does not exceed 1650 wethers for twelve months in any one year during a period of two months between February and April (being an increase of ten per cent in each case on the carrying capacity on which is based the rent herebefore mentioned) but the Commissioner may by notice in writing permit the Lessee to depasture thereon any greater number should he find it advisable or expedient so to do. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of a transfer. Any provision contained in by the Commissioner shall not affect the rent payable hereunder.

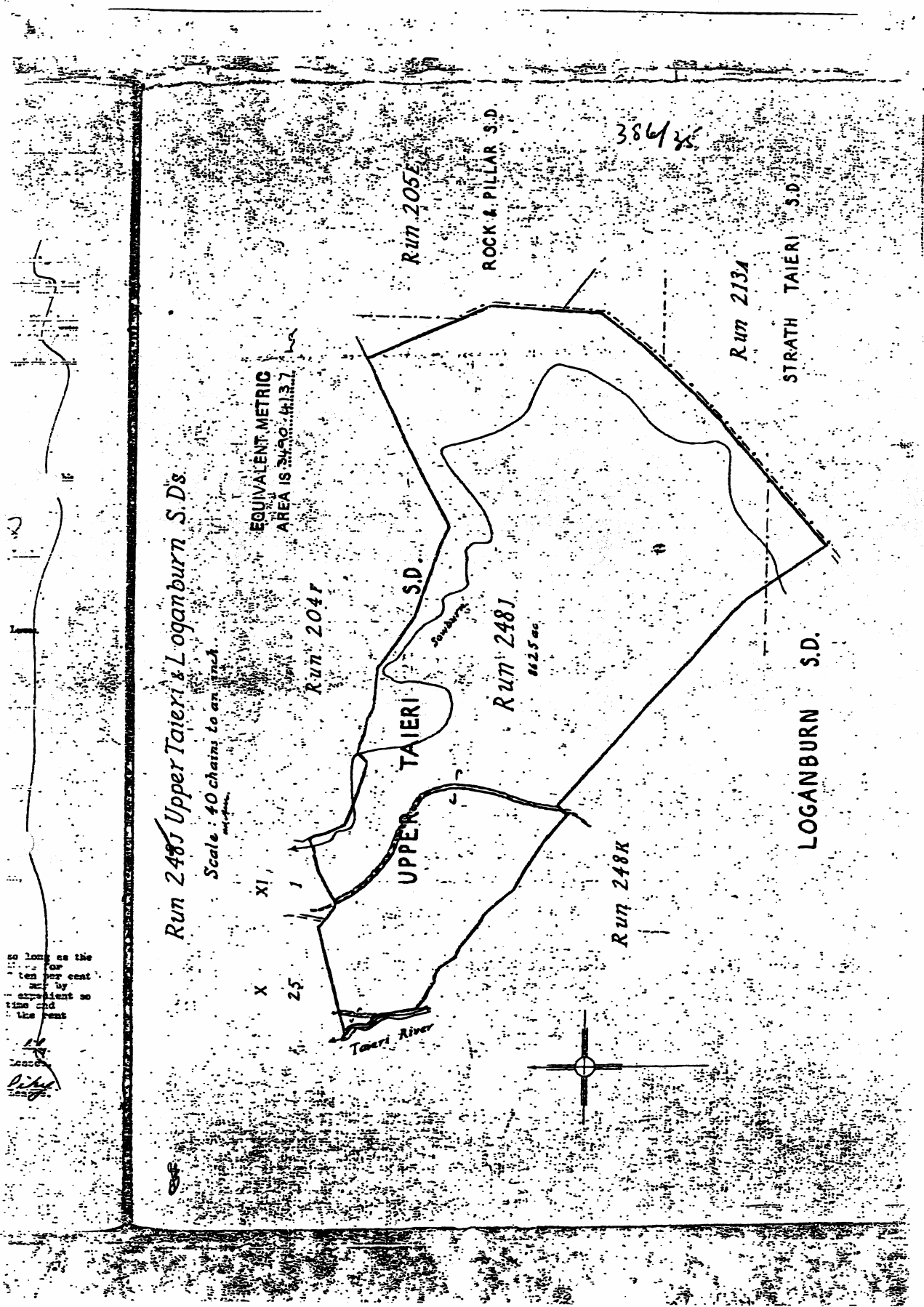
J. M. Marshall G. S. O'Neill P. F. O'Neill J. P. O'Neill
 Commissioner of Crown Lands Lessee Lessee Lessee

THIS REPRODUCTION (ON A REDUCED SCALE) CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL REGISTERED FOR THE PURPOSES OF SECTION 215A LAND TRANSFER ACT 1952.

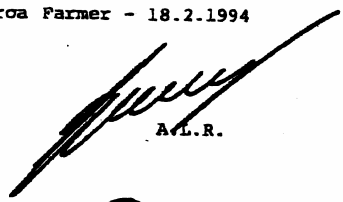
J. J. Macfarlane L.R.

415050 Transmission of the interest of James Stafford O'Neill to George Stafford O'Neill of Patearoa Farmer as executor entered 4.12.1973 at 2.25 pm

J. J. Macfarlane
 L.R.



849223 Transfer of a 1/4 share of
Rhonda Anne O'Neill to Patrick John
O'Neill of Patearoa Farmer - 18.2.1994
at 10.33am

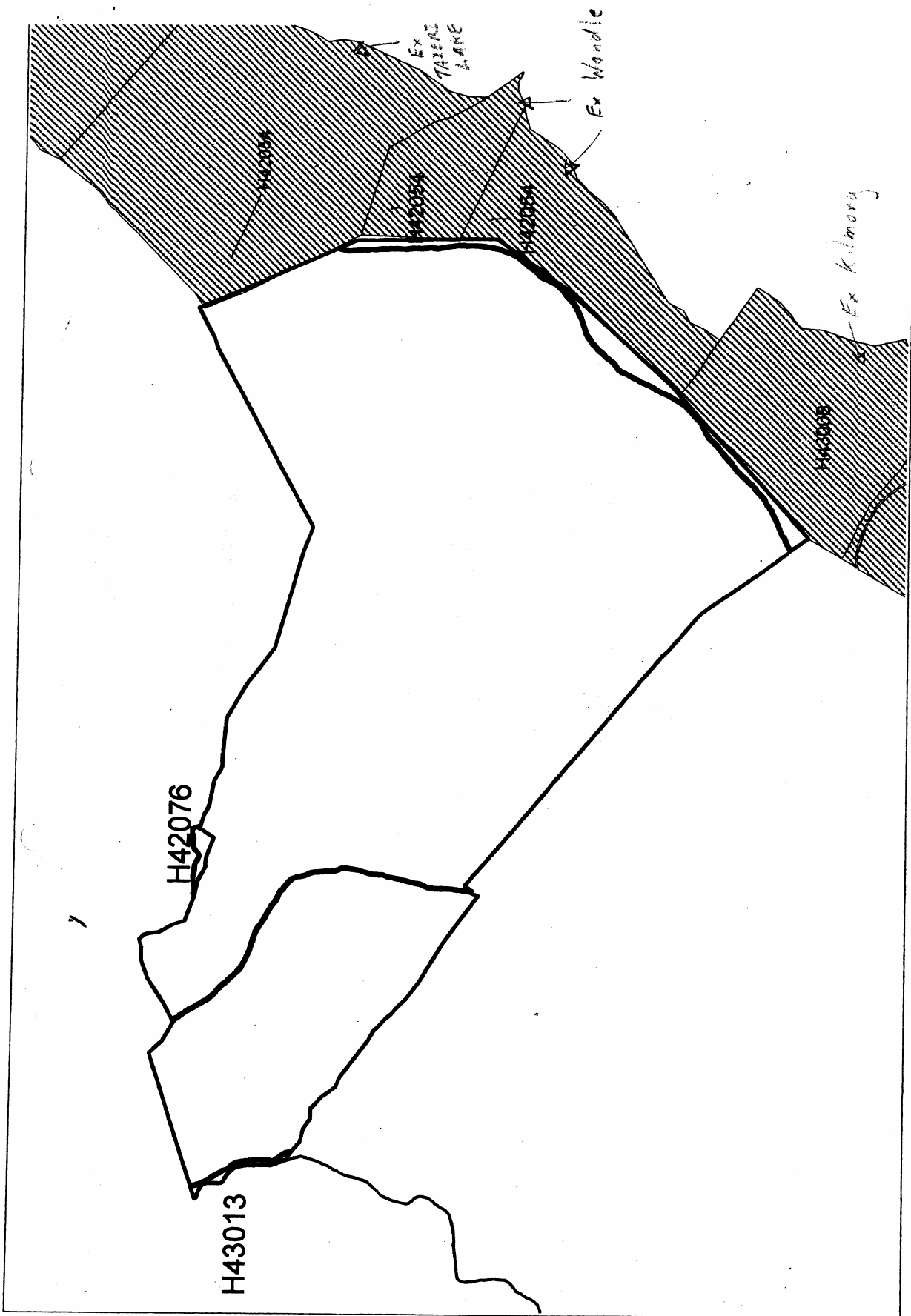
A handwritten signature in black ink, appearing to be 'P. O'Neill', written over a horizontal line.

A.L.R.



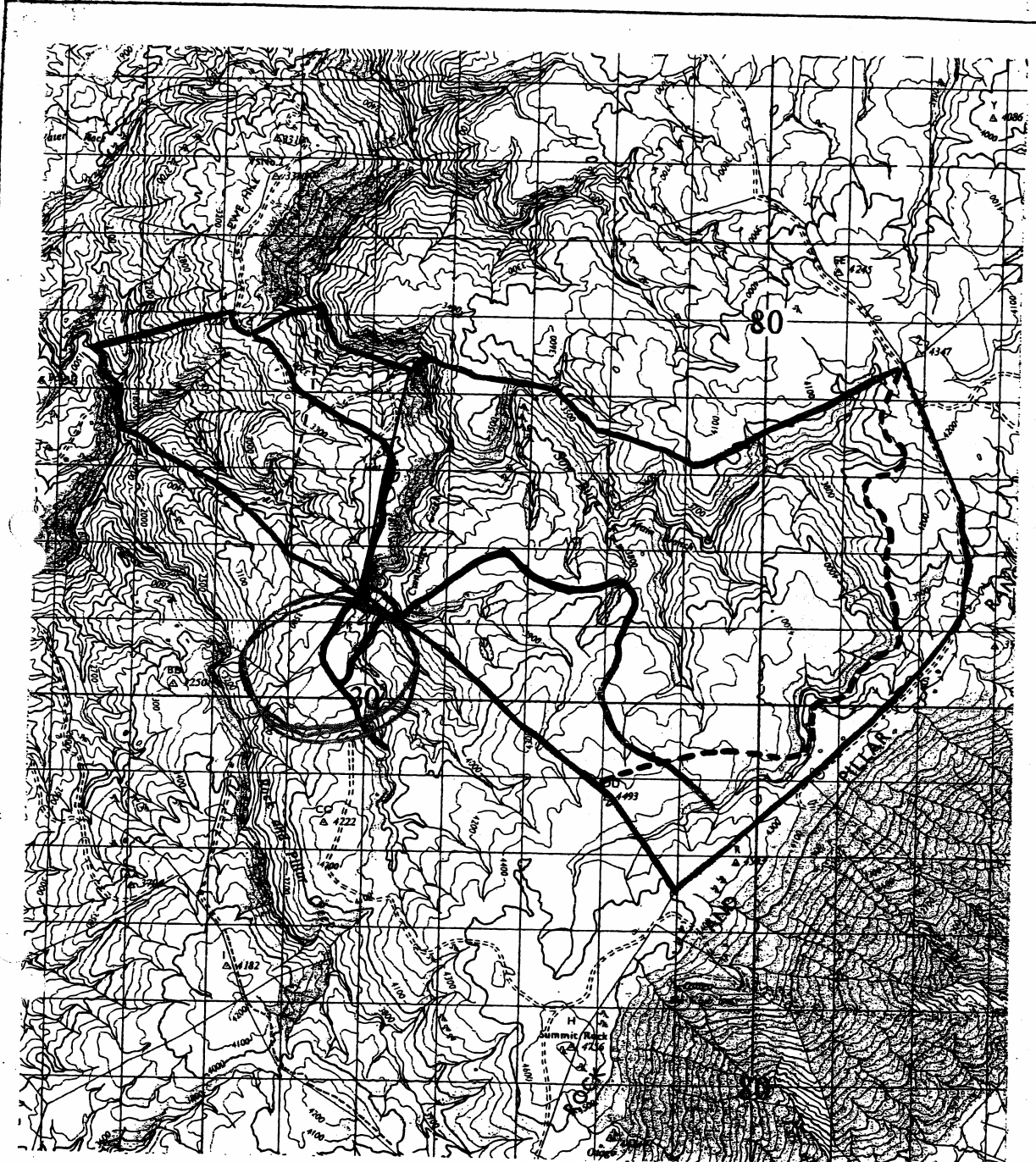
ATTACHMENT 2:

DoC administered lands.



ATTACHMENT 3:

Map showing route used for access to Run 248J.



- Internal Fence
- - - Proposed Fence
- Access
- Possible Retirement Fenceline

LOCALITY MAP OF "PATEAROA SYNDICATE" - RUN 248 J

MANIOTOTO and SILVERPEAKS COUNTIES OTAGO LAND DISTRICT

SCALE 1:63,360 0 1 2 3 Kilometres
0 1 2 Miles

MAP REFERENCE
N.Z.M.S. 1

PREPARED BY MC	DATE 1 JAN 1970	CHECKED BY	FILE
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