

Crown Pastoral Land Tenure Review

Lease name : AHURIRI DOWN

Lease number : PO 220

Due Diligence Report (including Status Report) - Part 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.

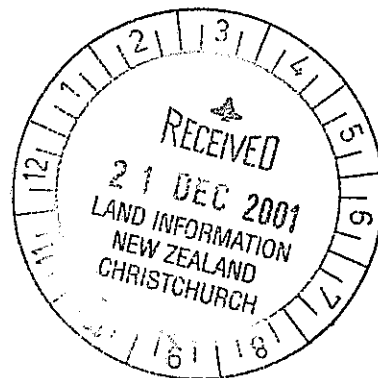
The report attached is released under the Official Information Act 1982.

April 09

PASTORAL LEASE LAND TENURE REVIEW

LAND STATUS CHECK

AHURIRI DOWNS



ABERCROMBIE AND ASSOCIATES LIMITED
 PROPERTY MANAGERS AND CONSULTANTS

P O BOX 5056
 MORAY PLACE
 DUNEDIN

PHONE (03) 471 9496
 FACSIMILE (03) 471 9455
 EMAIL office@abercrombie.co.nz

C:\DATA\CONSULT\CLIENT\QVNZ\CONTRACT2002\CS Status Cert Ahuriri Downs.wpd

This report has been prepared on the instructions of Crown Property Management, Land Information New Zealand, and is undertaken for the purposes of the Crown Pastoral Leases Act 1998.

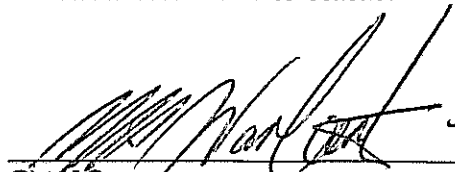
LAND STATUS REPORT	AHURIRI DOWNS P220	[LIPS Ref. 12511]
Property	1 of 1	

Land District	Otago
Legal Description	Run 534, Ahuriri Survey District
Area	3318.4223 ha [by title metric conversion]
Status	Crown Land subject to Pastoral Lease P 220
Instrument of Lease	Reg Vol OT386/116 registered in Land Transfer Office but not under Land Transfer Act
Encumbrances	Nil
Mineral Ownership	Crown [see comment below]
Statute	Land Act 1948, Crown Pastoral Land Act 1998

Data Correct as at:	10 December, 2001
Accredited Supplier certification	As attached

Prepared by	David J Abercrombie
Crown Accredited Supplier	Abercrombie & Associates Ltd

Certified correct as to status:



 Chief Surveyor
 Land Information New Zealand, Dunedin

171/121 2001

Notes: This information does not affect the status of the land but was identified as possibly requiring further investigation at the due diligence stage: See Crown Pastoral Standard 6 paragraph 6

Soil and Conservation Plan 61 [the works involved are now complete] was approved subject to 1950 acres being retired and converted to a pastoral occupation lease with a no grazing clause.

Following an application for a rehearing resulting from an application for personal exemption to the stock limitation, grazing of the "retired block" by the lessee is restricted to the period of 1 January to 15 May in each year. This arose from an attempt by CCL to permanently retire from grazing the upper block known as the "retired block".

Research Data: Some items may not be applicable

SDI Print obtained	Yes [See attached]
NZMS 261 Ref	H 39
Local Authority	Waitaki District Council
Crown Acquisition Map	Yes To determine agreement for purchase from Ngai Tahu
SO Plan	251, 252 <i>[See evidence attached]</i>
Relevant Gazette Notices	Not applicable
CT Reference / Lease Reference	Pastoral Lease P 220, Reg Vol OT386/116. Lease renewed by 838113. NOTE: For history of land see below <i>[See evidence attached]</i>
Legislation Cards	Not applicable
CLR	Yes <i>[See evidence attached]</i>
Allocation Maps [if applicable]	Not applicable
QVNZ Reference	26050/12800 Area reconciles with title metric conversion.
Crown Grant Maps	Yes - There are no references for the subject property

Research - continued

If Crown land - Check Irrigation Maps.	Yes There are no references for the subject property
Mining Maps	Yes There are no references for the subject property
<p>Other Relevant Information</p> <p>a) Concessions - Advice from DoC</p> <p>b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998</p> <p>c) Mineral Ownership</p> <p>d) Other Info</p>	<p>a) Nil <i>[See evidence attached from DoC]</i></p> <p>b) Only on divestment of freehold or a lease of fifty years or greater by LINZ as a Crown Body</p> <p>c) Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition from Ngai Tahu by way of the Kemp Purchase.</p>

History of ownership:

Purchased from Ngai Tahu by the Kemp Purchase of 1848.

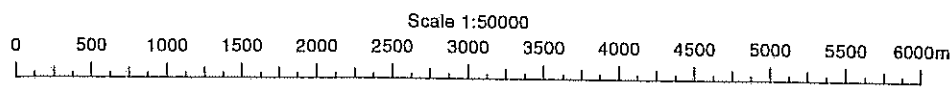
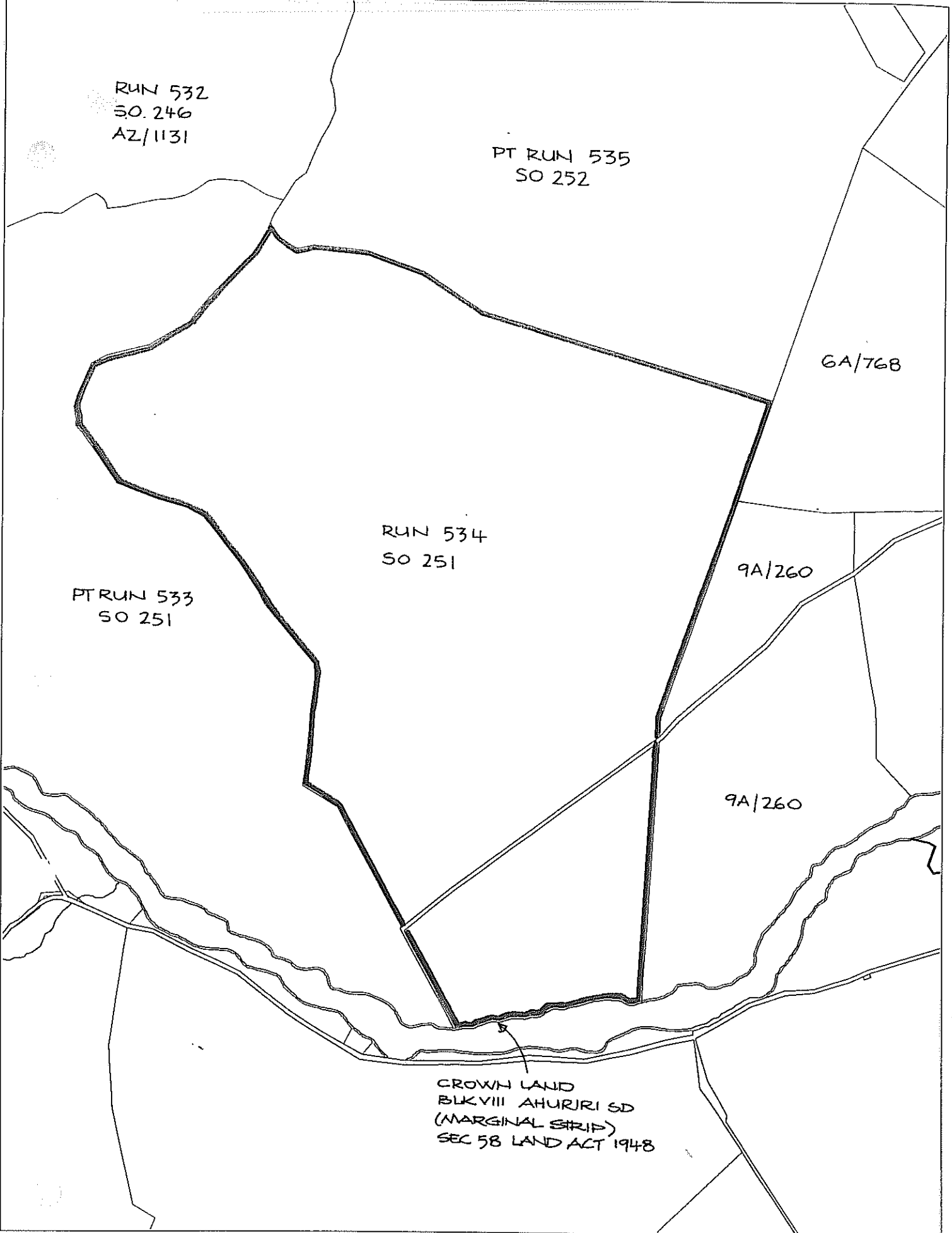
No record of crown grants having been made

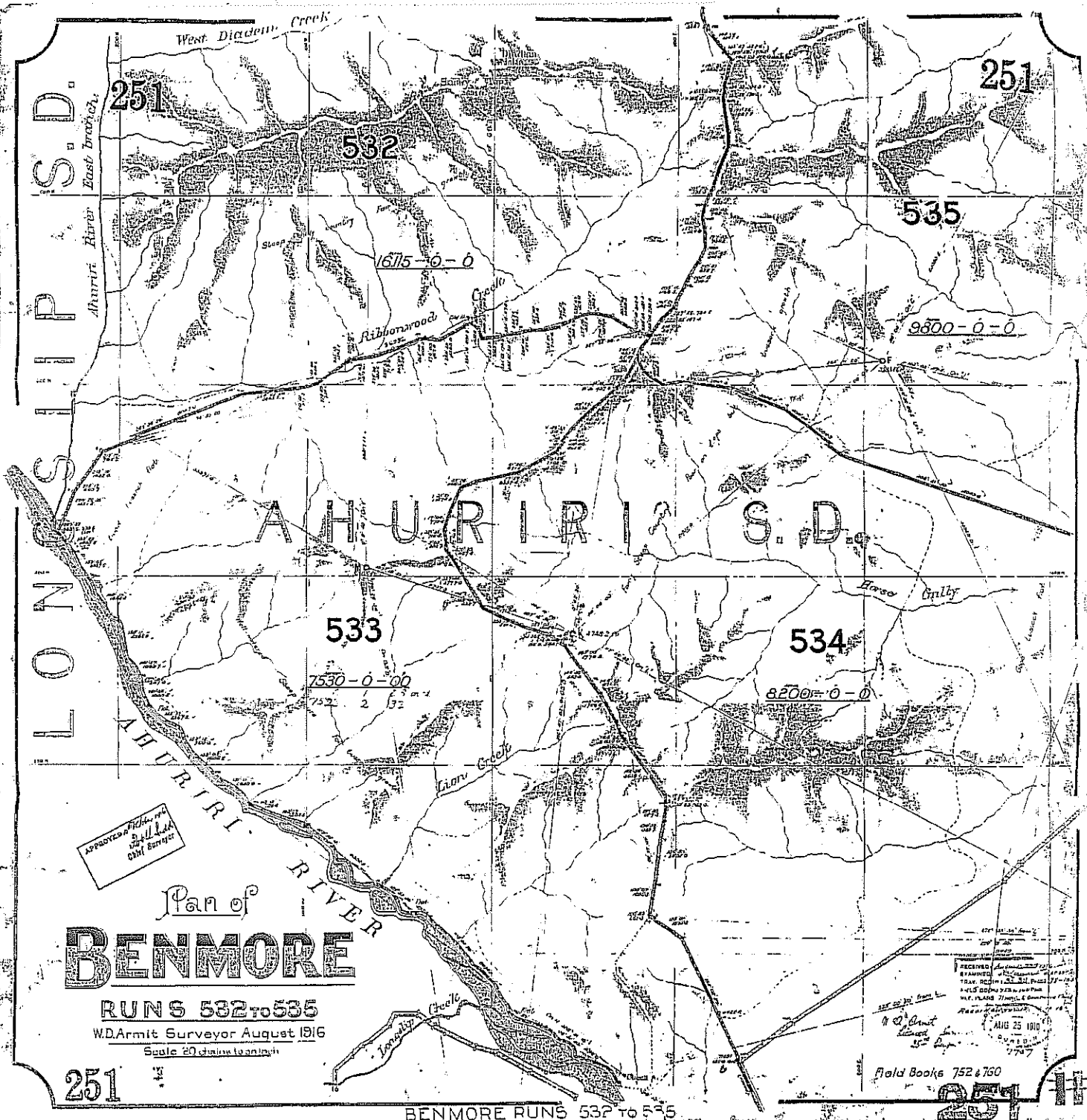
Selected for lease and SGR 768 granted as at 1 May 1916 as recorded in register volume OT179/92.

On expiry, SGR 1216 granted as at 1 March 1936 as recorded in register volume OT290/58.

On expiry, P220 granted as at 1 March 1959 as recorded in register volume OT386/116 [Note: title metric conversion shows an area of 3318.4223 ha while a more accurate calculation {using a conversion factor of 0.404686} would derive an area of 3318.4252 ha].

Status, description of land and area are now as indicated above.





Part of
BENMORE

RUNS 532 to 535

W.D. Armit Surveyor August 1916

Scale 20 chains to an inch

RECEIVED
BY AMOUNT
TAKEN
AUG 25 1916
1917

Field Books 752 & 760

BENMORE RUNS 532 to 535

252

252



535

9800-0-0

538

AHURIRI S.D.

534

8233-1-33
8200-0-0

Good terrace land
Bk III
537

1822-5-29
1810-0-0

533

536

2272-0-15
2245-0-0

AHURIRI RIVER

Flat for Quality

Afforestation Reserve

APPROVED: [Signature]
W.D. ARMIT
Chief Surveyor

2 1/2 Acres
Korua Survey
25th August 1901

Part of

BENMORE

RUNS 533 TO 538

W.D. Armit Surveyor August 1901

Scale 2 1/2 inches to 1 mile

Field Books 762-769

201B

252

BENMORE RUNS 533 TO 538



COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952



R. W. Muir
Registrar-General
of Land

Historical Search Copy

Identifier OT386/116
Land Registration District Otago
Date Registered 11 June 1959 10:06 am

Prior References
OT290/58

Type	Lease under s83 Land Act 1948	Term	
Area	3318.4223 hectares more or less		thirty-three years commencing on the first day of July one thousand nine hundred and fifty-nine and renewed for a further period of 33 years commencing on the 1.7.1992

Legal Description Run 534

Original Proprietors

William Henry Sutherland, Katherine Jane Sutherland and Roger Norman Macassey as to a 1/2 share
Andrew James Sutherland, Deirdre Jane Sutherland and Roger Norman Macassey as to a 1/2 share

Interests

838113 Renewal of lease for a further period of 33 years commencing on the 1.7.1992 and fixing (for the first 11 years) the annual rental at \$3,150.00 calculated on a rental value of \$210,000.00 - 8.9.1993 at 10.43 am
964666.2 Mortgage to The National Bank of New Zealand Limited - 25.3.1999 at 2.26 pm



View Survey

Survey Number SO 252
Surveyor Reference
Surveyor Conversion, DCDB

Survey Details**Dataset Description**

Purpose	Unknown	
Status	Registered	Type Unknown
Land District	Otago	
Coordinate System		

Survey Dates

Survey Date	Certified Date
Lodged Date	Chief Surveyor Approval Date
Registered Date	

*** End of Report ***



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



Search Copy

R. W. Muir
Registrar-General
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Legal Description Run 534

Proprietors

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964666.2 Mortgage to The National Bank of New Zealand Limited - 25.3.1999 at 2.26 pm

Issued as a Renewal of [for-in-Exchange-for] Lease
Former Reference
Registered in Vol. 290 fol. 58

NEW ZEALAND
O T A G O
LAND DISTRICT

Registered in the LAND REGISTRY OFFICE
but not under the LAND TRANSFER ACT.

1 JUL 1959

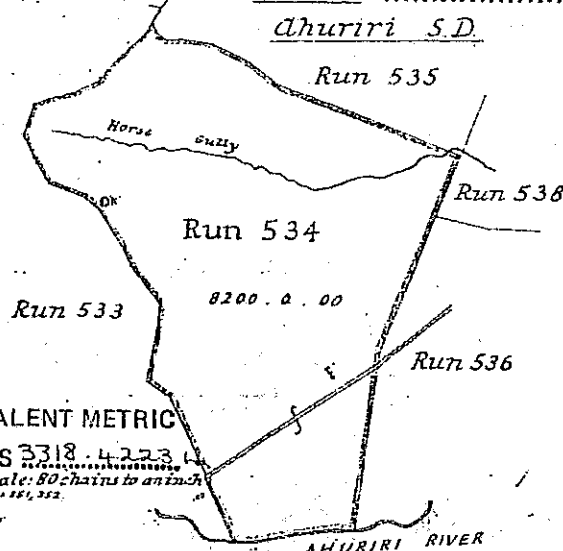
Entered in the Register-book, Vol. 386 fol. 116

the 15th day of June 1959 at 10 o'clock

Asst. Land Registrar.

Pastoral Lease of Pastoral Land under the Land Act, 1948
No. P.220

This Deed, made the first day of March one thousand nine hundred and fifty-nine between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and JAMES RUFFY (who, with his executors, administrators and permitted assigns, is hereinafter referred to as "the Lessee"), of the other part, WITNESSETH that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained or implied and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee All those pieces or parcels of land containing by admeasurement 8200 . 0 . 00 acres, roads and perches, a little more or less, situated in the Land District of Otago, and being Run 534, Ahuriri Survey District



(hereinafter referred to as "the said land"), as the same is more particularly delineated in the plan drawn hereon and therein coloured red in outline, together with the rights, easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of thirty-three years, commencing on the first day of July one thousand nine hundred and fifty-nine together with the period between the date of this lease and the aforesaid first day of July, one thousand nine hundred and fifty-nine Yielding and paying therefor during the said term unto the Department of Lands and Survey at the Principal Land Office for the said Land District of Otago the clear annual rent of one hundred and eighty pounds (£ 180. - -) payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term, and also paying in respect of the improvements specified in the Schedule hereto the sum of (£) by a deposit of (£) (the receipt of which sum is hereby acknowledged) and thereafter by (£) half yearly instalments of shillings and pence (£ : :) on the 1st day of January and 1st day of July in each year in the same manner as rent.

- AND the Lessee doth hereby covenant with the Lessor as follows, that is to say:-
1. THAT the Lessee will fully and punctually pay the rent hereinafter reserved at the times and in the manner hereinbefore named in that behalf, and also will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that now are or hereafter may be assessed, levied, or payable in respect of the said land or any part or parts thereof during the said term.
 2. THAT the Lessee will within one year after the date of this lease take up his residence on the said land, and thereafter throughout the term of the lease will reside continuously on the said land.
 3. THAT the Lessee will hold and use the said land for his own use and benefit and will not transfer, assign, sublet, mortgage, charge, or part with possession of the said land or any part thereof without the previous approval of the Land Settlement Board: Provided that such approval will not be necessary in the case of a mortgage to the Crown or to a Department of State.
 4. THAT the Lessee will at all times farm the said land diligently and in a husbandlike manner according to the rules of good husbandry and will not in any way commit waste.
 5. THAT the Lessee will throughout the term of his lease to the satisfaction of the Commissioner of Crown Lands for the Land District of Otago (hereinafter referred to as "the Commissioner") cut and trim all live fences and hedges, close and keep clear the said land of all noxious weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1950.
 6. THAT the Lessee will keep the said land free from wild animals, rabbits, and other vermin, and generally comply with the provisions of the Noxious Animals Act, 1952.
 7. THAT the Lessee will clean and clear from weeds and other rubbish, and generally comply with the provisions of the Noxious Weeds Act, 1950, and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing therein.
 8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
 9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land in their full insurable value in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit with the Commissioner every such policy and, not later than the expiration of the day on which any such premium becomes payable, the receipt for that premium.
 10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, fell, cut, or remove any timber, tree, or bush growing, standing, or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such timber, tree, or bush unless the Commissioner otherwise approves: Provided that the extent of the Commissioner as aforesaid shall not be necessary where any such timber or tree is required for any agricultural, pastoral, household, roadmaking, or building purpose on the said land nor where the timber or tree has been planted by the Lessee.
 11. THAT the Lessee shall not, except for the purpose of complying with any of the provisions of the Noxious Weeds Act, 1950, burn any tussock, scrub, fern, or grass on the said land, nor permit any tussock, scrub, fern, or grass on the said land to be burned, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such terms and conditions as the Commissioner may deem necessary.
 12. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of ingress, egress, and regress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums, or other animals which the said Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers and employees in the performance of the said duty shall at all times avoid undue disturbance of the Lessee's stock.
 13. THAT the Lessee shall exercise due care in stocking the said land and shall not overstock.

AND it is hereby agreed and declared by and between the Lessor and the Lessee:-

- (a) THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil.
- (b) THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1948) on or under the surface of the soil of the said land, and all such minerals are reserved to His Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the said land or any adjacent land of the Crown, subject to the payment to the Lessee of compensation for all damage done to improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals: Provided that there shall be no right of way over, or right to work, extract, or remove any mineral from, any part of the said land which is for the time being under crop or used or situated within 60 yards of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 feet of any building: dwellinghouse: Provided also that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, household, roadmaking, or building purpose on the said land, but not otherwise.
- (c) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter as the expiration of each succeeding term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 56 (3) of the Land Act, 1948, a new lease of the land hereby leased as a rent to be determined in the manner prescribed by Part VIII of the said Act for a term of thirty-three years computed from the expiration of the term hereby granted and subject to the same covenants and provisions as this lease, including this present provision for the renewal thereof and all pertinent ancillary or in relation thereto.

386/116

- (d) THAT the Lessee shall have no right of acquiring the free-hold of the said land.
- (e) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary:
 - (i) Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;
 - (ii) Crop such area of the said land as is sufficient for the use of himself and family and his employees;
 - (iii) Plough and sow in grass any portion of the said land;
 - (iv) Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass;
 - (v) 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 cultivated properly laid down in good permanent clover and grasses to the satisfaction of the Commissioner.

(f) THAT the Lessee shall at no time overstock the said land and shall not overstock, and for the purpose of this clause it is hereby mutually declared and agreed between the Land Settlement Board and the Lessee that the number of stock to be depastured on the said land during the winter months shall not, without the prior consent of the Commissioner, exceed see below sheep on a basis of a cow of one for a dog sheep and of one and a half for breeding ewes.

(g) THAT if the Lessee shall leave New Zealand or abandon the said land or if he cannot be found or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied to the satisfaction of the Land Settlement Board or the Commissioner, as the case may be, or make default for not less than two months in the payment of rent, water levy, or other payments due to the Lessor, then the Land Settlement Board may, subject to the provisions of section 116 of the Land Act, 1949, declare this lease to be forfeit, and that without discharging or releasing the Lessee from liability for rent due or accruing due or for any prior breach of any covenant or condition of the lease.

(h) THAT these presents are intended to take effect as a pastoral lease under the Land Act, 1949, 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 herein 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

NIL

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

Signed by the Commissioner, on behalf of the Lessor, in the presence of-

Witness: Richard J. [Signature]
Occupation: Clerk, Lands & Survey Dept
Address: Dunedin

[Signature]
Commissioner of Crown Lands.

Signed by the above named as Lessee, in the presence of-

Witness: Edith [Signature]
Occupation: Particularist
Address: [Signature]

James Duffy
Lessee.

(f) THAT the Lessee shall be deemed not to have failed to use due care in stocking, or to have overstocked at least as the number of sheep depastured on the said land does not exceed 2475 inclusive of 1760 ewes (being an increase of ten per cent on the carrying capacity on which is based the rent hereinbefore reserved) but the Commissioner may by notice in writing permit the Lessee to depasture thereon any greater number should he deem 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 variation consented to by the Commissioner shall not affect the rent payable hereunder.

[Signature]
Commissioner of Crown Lands

Transfer 215304 part share James Duffy to Raymond James Manzie of Hukatallina
Loran Harbour produced 15th October 1959 at 9.55 am

Mortgage 192073 of part of James Manzie to James Duffy produced 15th October 1959 at 9.58 am

Electricity agreement of section 3 of the Electricity Amendment Act 1948 and its amendments for use of [Signature]

307777 Transfer of title to wine of James Duffy to Raymond James Manzie of Otago Harbour, 21-11-1966 at 1.46 pm

304975 mortgage of [Signature] to Charles Young 21-11-1966 at [Signature]

James Duffy
Lessee

DISCHARGED
307777 to James Duffy
7.4 APR 1989
A.L.R.

303061 discharge of Mortgage 307976 to James Duffy and William John Duffell as executors entered 15.7.1969 at 2.32 pm

303063 Transfer of Mortgage 307976 to James Duffy - 15.7.1969 at 2.24 pm

THIS REPRODUCTION (ON A REDUCED SCALE) CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL REGISTER FOR THE PURPOSES OF SECTION 215A LAND TRANSFER ACT 1932.
[Signature] A.L.R.

Variation of Mortgage 307976 - 6.4.1970 at 1.56 pm
[Signature] A.L.R.

Variation of Mortgage 307975 -
24.4.1972 at 10.56 am

[Signature]
A.L.R.

384764 Mortgage of State Advances
Corporation of New Zealand 24.4.1972
at 10.57 am

23 AUG 1996
J. Minarett A.L.R.

[Signature]
A.L.R.

483642 Variation of Mortgage 307975 -
24.8.1977 at 10.14 am

[Signature]
A.L.R.

721020/1 Transmission of Mortgage 307976 to
Raymond James Menzies and Ronald McNally
Blackstock as Executors - 3.2.1989 at 9.10am

[Signature]
A.L.R.

838113 Memorandum renewing the term of
the within lease for a further period
of 33 years commencing on the 1.7.1992
and fixing (for the first 11 years)
the annual rental at \$3150.00
calculated on a rental value of
\$210,000.00 - 8.9.1993 at 10.43 am

[Signature]
A.L.R.

964666.2 Transfer to William Henry
Sutherland, Katherine Jane
Sutherland and Roger Norman
Macassey (1/2 share) and Andrew
James Sutherland, Deirdre Jane
Sutherland and Roger Norman
Macassey (1/2 share)

964666.2 Mortgage to The National
Bank of New Zealand Limited

All 25.3.1999 at 2.26

[Signature]
for RGL

NEW ZEALAND.



NO. 1216. National Endowment.

LEASE OF SMALL GRAZING-RUN.

Under the Land Act, 1924.

(Lands Form B. 4.
Register Book
Vol. Fol.

290/58
290/58

Image Quality due
to Condition
of Original

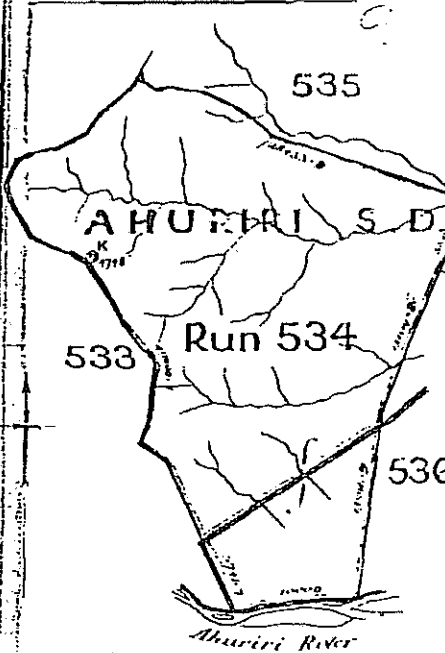
Land

Reference: Vol. 177, Folio 92

This Lease, dated the first day of March, 1936, between His Majesty the King (who, with his heirs, and successors, is and are herein referred to as "the lessor"), of the one part, and DAVID McLEAN

EQUIVALENT METRIC
AREA IS 3318.4223 ha
Area 8200 acres

of the other part, KARANUI, in the Land District of Otago, of the one part, and PARKER, (who, with his executors, administrators, and assigns, is hereinafter referred to as "the lessee")



of the other part, Witnesseth that, in consideration of the rents, covenants, conditions, and agreements hereinafter reserved, contained, and implied, and on the part of the lessee to be paid, observed, and performed, the lessor doth hereby demise and lease unto the lessee All that area of land containing by estimation eight thousand two hundred (8200) acres, more or less, and being Run numbered Five hundred and thirty-four (534) Ahuriri Survey, in the Land District of Otago, in the Dominion of New Zealand, as the said land is delineated on the plan in the Lands and Survey Office at Dunedin, and also on the plan drawn in the margin hereof and bordered green; together with all rights, easements, and appurtenances to the said land belonging or appertaining; To hold the same as a small grazing-run for pastoral purposes unto the lessee for the term of twenty-one years, computed from the first day of March, 1936, subject, however, to the covenants contained and expressed in sections eighty-four and eighty-five of the Property Law Act, 1908, in relation to the payment of rent and the power of distress, and subject also to the several provisions and stipulations set forth in section two hundred and thirty of the Land Act, 1924 (hereinafter called "the said Act"), and to all the provisions of Part V of the said Act relating to small grazing-runs, and to all other the provisions of the said Act relating to or affecting the estate, interest, rights, or liabilities of the lessee in respect of the land and premises hereby demised, or the rights and powers of the lessor, or any person or authority in his behalf, in relation to the said land and premises, and whether arising under the said Act, or these presents, or otherwise howsoever: Yielding and paying therefor

unto the lessor, during the continuance of such term, the annual rent of One hundred and forty pounds (£ 140 : 0 : 0), by equal half-yearly payments in advance, on the first day of March and the first day of September in each year, clear of all rates, taxes, and deductions whatsoever. The first of such payments having been made to the Receiver of Land Revenue at Dunedin on behalf of the lessor, the next to become due and be made on the first day of September next in the manner required by the said Act. And the lessee doth hereby, for himself, his heirs, executors, administrators, and assigns, covenant with the lessor that he, the lessee, shall and will pay the yearly rent of One hundred and forty pounds (£ 140 : 0 : 0), hereinafter reserved, at the times and in manner aforesaid, and will, in relation

Scale, 1 mile to an inch

to the premises hereby demised, perform, observe, and keep the several covenants and conditions herein contained or implied, and on the lessee's part to be performed, observed, and kept respectively; and will in all respects abide by and conform to the provisions of the said Act relative to small grazing-runs, and also abide by and conform to all other provisions of the said Act relating to or affecting the estate, interest, rights, or liabilities of the lessee in respect of the land and premises hereby demised. This lease is issued under the provisions of Section 234 of the Land Act, 1924, as a renewal of Small Grazing-run No. 758 (Volume 179 Folio 92). In witness whereof the Commissioner of Crown Lands for the Land District of Otago

(in pursuance of the authority vested in him by the said Act), for and on behalf of the lessor, and the lessee, have hereunto set their hands.

Signed by WILLIAM EDWIN SHAW, the Commissioner of Crown Lands for the Land District of Otago on behalf of the lessor, in the presence of—

Witness: Occupation: Address:

Signed by the said DAVID McLEAN, in the presence of—

Witness: Occupation: Address:

Commissioner of Crown Lands

Commissioner of Crown Lands

290/58

Mortgage No. 48645 Alexander Wilson
Kofarlane to the State Advances Superintendent
Entered 3rd March 1937 at 10 o'clock.

Mortgage No. 66037 Dalgaty and Campbell
25th October 1928 at 10 o'clock.

No. 1216. Natl. Endt.

Correct for the purposes of the Land Transfer Act.

(X.7973 Order of Court of Exchequer
in respect of Mortgages 48645 and
66037 Entered 14th March 1939 at
10 o'clock.

DATED 1st March, 1938.

His Majesty the King
to

DAVID McLEAN

X.7992 Order of Court of Exchequer vesting
within lease in James Duffy of Omagh
Farm Manager Produced 21st March 1939
at 10 o'clock and entered 1st May 1939 at
10 o'clock.

LEASE

Variation of Terms of Mortgage
48645 produced 7th July 1939
at 12.10 o'clock.

Run No. 531, Amount £500

Mortgage 105899 James Duffy
to William Stewart and William
Ginn Trustees of the said shares
produced 10th July 1939 at 12 o'clock

Under the Land Act, 1924.

Mortgage 105900 James Duffy
to Dalgaty and Campbell
Limited produced 10th July
1939 at 12 o'clock

Twenty-one years from 1st March, 1938.

Entered at 11.45 o'clock on the 1st day
May, 1939

See new lease 386/116

David McLean
Asst. District Land Registrar.

26/2/38



Image Quality due to Condition of Original

(Lands Form No. B. 4. Register-Book.



No. 768, National Endowment.

LEASE OF SMALL GRAZING-RUN.

Under the Land Act, 1908, and its Amendments.

This Deed, made the twelfth day of April 1916, between His Majesty King George the Fifth (who, with his heirs and successors, is and are herein referred to as "the lessor"), of the one part, and ALEXANDER WILSON MCFARLANE

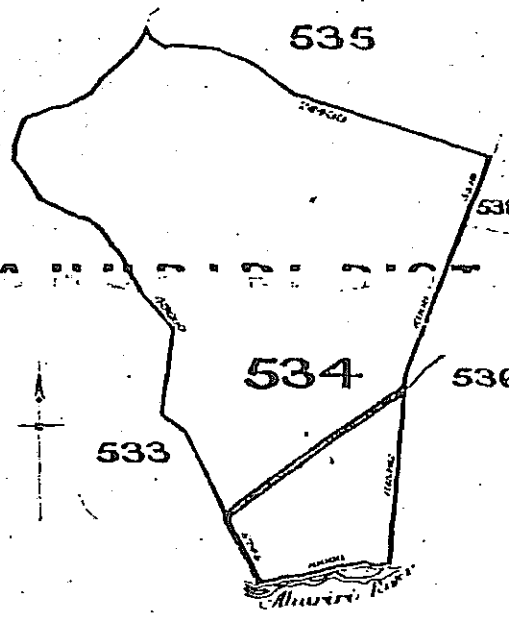
of DUNEDIN in the Land District of Otago with his executors, administrators, and assigns, is hereinafter referred to as "the lessee" of the other part. Whitherso that, in consideration of the rents, covenants, conditions, and agreements hereinafter expressed, contained, and implied, and on the part of the lessee to be paid, observed, and performed, the lessor doth hereby demise and lease unto the lessee all that area of Crown land containing by estimation Eight thousand two hundred (8200) acres, more or less, and being Run numbered Five hundred and thirty-four (534) in the Land District of Otago in the Dominion of New Zealand, as the said land is delineated on the plan in the Lands and Survey Office at Dunedin and also on the plan drawn in the margin hereof and bordered green together with all rights, easements, and appurtenances to the said land belonging or appertaining: To hold the same as a small grazing-run for a term of two years, commencing from the first day of May, 1916, and terminating on the thirty-first day of August, 1917, and the power of distress, and subject also to the several provisions and stipulations set forth in section two hundred and thirteen of the Land Act, 1908 (hereinafter called "the said Act"), and to all the provisions of Part V of the said Act relating to small grazing-runs, and to all other provisions of the said Act and its amendments relating to or affecting the estate, interest, rights, or liabilities of the lessor, or any person or authority in his behalf, in relation to the said land and premises, and whether arising under the said Act and its amendments, or these presents, or otherwise howsoever: Holding and paying therefor unto the lessor, during the continuance of such term, the annual rent of Two hundred and twenty-five pounds (£ 225 : - : -).

by equal half-yearly payments in advance, on the first day of March and the first day of September in each year, clear of all rates, taxes, and deductions whatsoever. The first of such payments having been made to the Receiver of Land Revenue at Dunedin on behalf of the lessor, the lessee shall, together with the rent due in respect of the period intervening between the first day of May and the thirty-first day of August, 1916, and the rent due in respect of the period intervening between the first day of August, 1916, and the first day of May, 1917, pay the yearly rent of Two hundred and twenty-five pounds (£ 225 : - : -), hereinafter reserved, at the times and in manner aforesaid, and will, in relation to the premises hereby demised, perform, observe, and keep the several covenants and conditions herein contained or implied, and on the lessee's part to be performed, observed, and kept respectively, and will in all respects abide by and conform to the provisions of the said Act and its amendments relative to small grazing-runs, and also abide by and conform to all other provisions of the said Act and its amendments relating to or affecting the estate, interest, rights, or liabilities of the lessee in respect of the land and premises hereby demised.

In witness whereof the Commissioner of Crown Lands for the Land District of Otago (in pursuance of the authority vested in him by the said Act), for and on behalf of the lessor, and the lessee, have hereunto set their hands the day and year first above written.

EQUIVALENT METRIC AREA IS 3318.4223 Ha

Area 8200 acres



Scale 1 mile to an inch

JOHN SLAES, of DUNEDIN, Esq., a duly qualified and sworn Valuer, do solemnly and truly declare: That I have executed this lease in the name and on behalf of ALEXANDER WILSON MCFARLANE, therein named and described under and by virtue of a certain deed Poll or Power of Attorney from him to me bearing date the eighth day of July 1916, which is numbered in the Lands Registry Office at Dunedin as No. 2477. That I have not received any notice or information of the revocation of the said Power of Attorney by death or otherwise.

I MAKE THIS SOLEMN DECLARATION signifyingly believing the facts stated above to be true, and in accordance with an Act of the General Assembly of New Zealand intitled "The Land Act 1908".

WITNESSED at Dunedin this 12th day of April 1916, in the presence of: Robert Wain, Commissioner of the Highways of New Zealand.

Signed by ROBERT THOMAS SADD, the Commissioner of Crown Lands for the Land District of Otago on behalf of the lessor, in the presence of Ph. P. Peiser, Esq., Dunedin.

Signed by the said ROBERT WALKS as Attorney of ALEXANDER WILSON MCFARLANE in the presence of Robert Park, Esq., and Robert Wright, Esq., no Bowling Club Dunedin.

Signature of Robert Wain, Commissioner of Crown Lands, and Robert Wain, Esq., as Attorney for ALEXANDER WILSON MCFARLANE.

Handwritten notes: 179/92, 266

Correct for the purposes of the Land Transfer Act.

Mortgage Nos 5185 Alexander Wilson & Farlane to The State Advances Superintendant entered 12th March 1914 at 11.00
W. Wilson

No. 768. 173/ 92
DATED 12th April 1916

Mortgage No. 60528 Alexander Wilson & Farlane to Galgaty and Company Limited & produced B. 12/10/1911 at 10.00
W. Wilson

His Majesty the King
TO
ALEXANDER WILSON McFARLANE

LEASE

Transfer of 555207 Alexander Wilson & Farlane, 20% and 20% of Hakarua farms produced 25th October 1914 at 10.00
W. Wilson

Mortgage Nos 60528 & 60529 Alexander Wilson & Farlane to Galgaty and Company Limited & produced 25th October 1914 at 10.00
W. Wilson Land District of Otago

X 7993 Order of Court of Review in respect of Mortgages Nos 58645 and 66037 entered 11th March 1917 at 10.00
W. Wilson Under the Land Act, 1915, and amendments.

X 7992 Order of Court of Review vesting within lease in James Jeffrey & Co. General Farm Managers entered 12th March 1917 at 10.00
W. Wilson Twenty-one years from 1st March, 1917. Entered at 3 o'clock on the 7th day of February 1917.

New Lease Vol 290 folio 58



W. Wilson
District Land Registrar.



CDE S15 - Request Manual Copy			
Document Type	<input type="text" value="Instrument"/>	Request Id	<input type="text" value="16116"/>
Reference Number	<input type="text" value="838113"/>	User Id	<input type="text" value="dabercrombiedu"/>
Land District	<input type="text" value="Otago"/>	Request Date	<input type="text" value="28/08/2001"/>
Method of Delivery	<input type="text" value="Post"/>	Client Reference	<input type="text" value="dabercrombiedu"/>
<input type="checkbox"/> Certified Copy		Status	<input type="text" value="Pending"/>
Delivery Details			
Firm	<input type="text" value="Abercrombie & Assoc. Ltd"/>		
Street	<input type="text" value="P O Box 5056"/>		
Town	<input type="text" value="Dunedin"/>		
Country	<input type="text" value="New Zealand"/>		
Postcode	<input type="text" value="9001"/>		
Fax Number	<input type="text" value="03 471 9455"/>		
<input type="button" value="Fees..."/>	<input type="button" value="OK"/>	<input type="button" value="Cancel"/>	

**MEMORANDUM OF RENEWAL AND VARIATION
OF PASTORAL LEASE**

IN THE MATTER of the Land Transfer Act 1952
and the Land Act 1948

AND

IN THE MATTER of Pastoral Lease No P220
registered in Volume 386
Folio 116 Otago District Land Registry
from HER MAJESTY THE QUEEN to
RAYMOND JAMES MENZIES

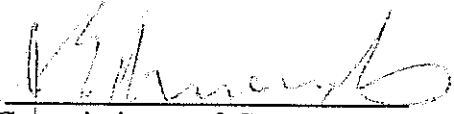
- (1) Pursuant to Section 170 of the Land Act 1948 the term of the abovementioned lease registered in Volume 386 Folio 116 Otago Land Registry is renewed for a term of 33 years commencing on the 1st day of July 1992. The covenant to pay rent and the rental value contained in the lease is hereby varied by deleting the said covenant and substituting the following:

Yielding and paying therefore for the first 11 years of the said term unto the Landcorp Property Limited at Alexandra the annual rent of \$3,150.00 plus GST calculated on a rental value of \$210,000.00 payable without demand by equal half yearly payments in advance on the first day of January and the first day of July in each and every year during the said period of 11 years and for the next two successive periods of 11 years of the said term a rent determined in respect of each of those periods in the manner provided in Section 132A of the Land Act 1948.

Save as hereby expressly varied all the covenants conditions and restrictions contained or implied in the said Memorandum of Lease shall remain in full force.

IN WITNESS WHEREOF the parties have hereunto subscribed their names this
1st day of June 1973

SIGNED for and on behalf of HER MAJESTY)
THE QUEEN by the Commissioner of Crown)
Lands in the presence of:)
)
)



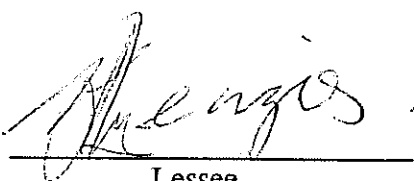
Commissioner of Crown Lands

Witness: Bullen
Pastoral Administration Officer

Occupation: Department of Survey and Land Information

Address: Wellington

SIGNED by the Lessee)
RAYMOND JAMES MENZIES)
in the presence of:)



Lessee

Witness: Murray

Occupation: Solicitor

Address: Canberra

MEMORANDUM OF RENEWAL OF PASTORAL LEASE

Particulars entered in the Register as shown herein on the date and at the time stamped below.

HER MAJESTY THE QUEEN Lessor

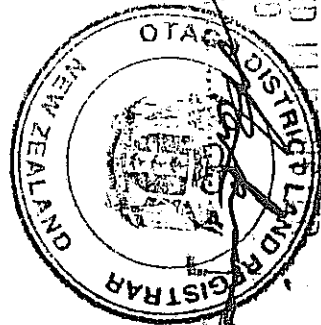
District/Assistant Land Registrar
of Otago

RAYMOND JAMES MENZIES Lessee

386/116

10.45 08.SEP93

830113



LANDCORP PROPERTY LIMITED
DUNEDIN

MWP_0011940



FILE COPY

DESCRIPTION:

Run 534 Ahuriri SD

333 115

S.O. PLAN: 252

AREA: Ha/m² 3318.4223

Gazette		S. Plan or File	Class.	Date of Disposal	Price/R.V.	Ann. Rent or Instalment	Term (Years from)	Tenure/Lease No.	SELECTOR
Year	Page								
			P			\$360	33yr 11/159	P220	

FREEHOLD TITLE				RESERVATIONS							
	No.	Vol.	Folio	Gazette		PURPOSE	Vested		Control Vested		IN WHOM VESTED
				Year	Page		Year	Page	Year	Page	
C.O.P. - -											
Warrant - -											
C.C.'s Cert.											
C/Grant -											

DESCRIPTION: Run 534 Ahuriri SD



26050/12800

Land Information Property System (LIPS)

File Edit Property Contract Performance Budget Maint E-Mail's Admin Window Help

Desktop

Interest - 12511 - AHURIRI DOWNS

Interests (Leases, Easements etc)		Green Field Leases	
Identifier	1251170	Rental	\$3,150.00
Other Party	AJ & WH Sutherland & others	Address	Benmore Station
Type / Purpose	Pastoral Lease		Private Bag, Oamaru
Term	33 YEARS	Phone	
Commencement Date	01/07/1992	Fax	
Expiry Date	30/06/2025	Is the Interest current <input checked="" type="checkbox"/>	
Contingent Events		Add a new Event e.g. Fee Review, Interest Renewal <input type="button" value="New Event"/>	
Conditions			
Notes	KF File Ref: Po 220		

Save Close

The unique identification number. If no number is allocated use the property ID number eg. 13786/1

Start Land Information Pro... Microsoft Word - Docume... 09:46

Master Details Menu

- [Subdivisions](#)
- [Sales](#)
- [General Maintenance](#)
- [Update Assessment](#)
- [Property Groups](#)
- [Separate Properties](#)
- [SRA Values](#)
- [View Action Records](#)
- [View Change History](#)

[Objections](#)

[Consents](#)



[Reports](#)

- [Public Roll Enquiry](#)
- [District Valuation Roll Enquiry](#)
- [Public Single Property Sales History](#)
- [Single Property Sales History](#)
- [Property Inspection](#)



[View My Reports](#)



[Relink](#)

Master Details

Qpid: 1373237 **Val.Ref.:** 26050 / 12800

Situation:	928 HENBURN Road	Property Name:	
Territorial Authority:	68 Waitaki District	Category:	PRB Pastoral-Run-avera
Date Revised:	01/09/2000	Nature of Imp.:	DWG OI FG OBS
No. of Extensions:	0	Plan:	00C
Objections:	No	Subdivisions:	No Consents:

Valuations	Capital	Land	Improvements
Rating Valuation:	780000	520000	260000

Special Rating Valuation:
Special Rating Revision Valuation:
Revision Valuation:

Owner/Occupier Details

Type	Name	Address
Owner1	Land Information New Zealand	P O Box 27 Alexandra 9181
Occupier	William Henry Sutherland	C/- Benmore Station Private Bag Omarama 895
Occupier	Katherine Jane Sutherland	
Occupier	Andrew James Sutherland	
Occupier	Deirdre Jane Sutherland	

Complete Owner/Occupier Details.

Certificate of Titles:

Legal Descriptions: P 220 RUN 534 AHURIRI S D
Land Area 3318.4223Ha

TORAS

Code:33100

Tenure	Ownership	Rateability	Apportionment
Clearly Leased	Crown-Ministries/Departments	Rateable	NOT APPLICABLE

Land Use Data

Zone:	0X	Use:	Stock Fattening
Units:	1	Sub:	0
Car Parks:	0	Maori Land:	
Age:			

Wall Cond.:		Roof Cond.:	
Wall Const.:		Roof Const.:	
Site:	0	Floor Area:	0
Land Area:	3318.4223Ha		

MAS Appraisal Data

CSI	Lot Position		Contour			Landscaping			
View	View Scope		House Type			Modernisation			
EYB	Main	Total	Fdn	Deck	LDY	Ols	Acc	Drv	UMR
	0	0							0

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We recognise the value so you can realise the potential.

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Department of Conservation
Te Papa Atawhai

Our ref: PAR 019, PTR 152

05 September 2001

David Abercrombie
Abercrombie and Assoc.
P O Box 5056
Dunedin

Dear David

PASTORAL LEASE STATUS CHECKS - AHURIRI DOWNS

I refer to your letter of 30 August 2001.

I have checked the Department of Conservation's land records. There is a marginal strip to the south of the Ahuriri Downs property showing on the Department's land records, but this is technically outside the lease area. No other part of the Public Conservation Estate is in or adjoining the land parcel in question.

As with a similar request on the Twin Peaks property you did not supply a copy of the Certificate of Title. I therefore do not know if the lease has been renewed since the inception of Part IVA of the Conservation Act 1987, as it relates to Land Act Lease renewals. If the lease was renewed after 1990, marginal strips may have been created on any qualifying waterways on the property. It would be helpful to me if you could supply a photocopy of the certificate of title to the lease when making similar requests in future.

With respect to the matter of marginal strips, you are no doubt aware that there is considerable doubt as to where the marginal strip provisions of the Conservation Act 1987 apply within the High Country Pastoral Leased lands in Canterbury, and Otago.

In some cases the marginal strip provisions (Part IVA of the Conservation Act 1987) come into effect upon renewal. In other cases the provisions of Section 58 of the Land Act 1948 were supposed to apply to Pastoral Leases renewed prior to the passing of the Conservation Act 1987. I understand the "Lilybank" case throws considerable doubt onto the legality of any strips set aside under Section 58 of the Land Act, which were not defined on a survey plan. Some marginal strips are shown on survey plans, and others are not.

It is virtually impossible to identify with any certainty whether a marginal strip is in place if it is not shown on a survey plan. Some marginal strips (such as the one on the southern boundary) are shown on the DOC estate maps, and others are not. For any marginal strips on the property, and indeed for the strip on the southern boundary, there will have been no concessions granted over them, save for a few generic concessions covering the majority of public conservation land in the Canterbury Conservancy.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Robert Cant', written over a white rectangular area.

Robert Cant
Statutory Land Management Officer (Community Relations)
For Conservator, Canterbury
Email: Rcant@doc.govt.nz