

Crown Pastoral Land Tenure Review

Lease name : AIRIES

Lease number : PT 090

Due Diligence Report (including Status Report) Part 1

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.

December 05

**DUE DILIGENCE REPORT
CPL PRE TENURE REVIEW ASSESSMENT STANDARD 6:**

File Ref: CON 50272/09/12707/A-ZNO **Report No:** QVV 227 **Report Date:** 13/03/2002
Office of Agent: CHRISTCHURCH **LINZ Case No:** 02/ **Date sent to LINZ:** 15/03/01

RECOMMENDATIONS

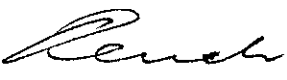
1. That the Commissioner of Crown Lands or his delegate **note** this Due Diligence Report which has been prepared in accordance with the Pre Tenure Review Assessment Standard;
2. That the Commissioner of Crown Lands or his delegate **note** that there are no incomplete actions.
3. That the Commissioner of Crown Lands or his delegate **note** that no potential liabilities have been identified as a result of the file search.
4. That the Commissioner or his delegate **note** that:
 - a) Transfers of the resultant interests to Family Trusts have been declined by the Commissioner (Case No's 2002/ 91 and 92 of 18 September 2001) and are subject to rehearings, (with a fixture still to be determined).
 - b) The notified assignment of the A.L Munro Trust's interest in the lease to Grant Andrew Munro pursuant to Section 91A of the Land Act 1948 (acknowledged by the Commissioner by Case no 2002/90 on 19 September 2001) has not yet been registered against the lease.

Signed by Sub – Contractor:



Name: D. McGregor
McGregor Property Services Limited
Accredited Agent

Signed by Contractor



Name: B. Dench
Team Leader for Tenure Review
Quotable Value (Valuations)

Approved/Declined (pursuant to a delegation from the Commissioner of Crown Lands) by:

Name:
Date of Decision: / /

1. Details of Lease:

Lease Name: Airies.

Location: Situated on State Highway 8 approximately 18 kilometres north-west of Fairlie.

Lessee: Christopher Reginald JOYCE, Lucy Lillian MUNRO and William Herbert Bruce MITCHELL as Trustees for the A.L. MUNRO TRUST (as to a one half share) Alastair Leonard MUNRO (as to a one quarter share) and Lucy Lillian MUNRO (as to a one quarter share).

Tenure: Pastoral Lease of pastoral land under Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal No. A 133331.1.

Term: 33 years from 1 July 1995 (expires 30 June 2028).

Annual Rent: \$2250.00.

Rental Value: \$150,000.

Date of Next Review: 30 June 2006.

Land Registry Folio Ref: C.L. CB529/234 (Canterbury Registry).

Legal Description: Run 295, situated in Blocks IV VIII and XII, Burke and I, V and IX, Tengawai Survey Districts.

Area: 1655.9736 hectares.

2. File Search**Files held by Knight Frank (NZ) Ltd on behalf of LINZ:**

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
<i>Pt 090-SCH-01</i>	<i>1</i>	<i>1</i>	<i>April 1954</i>	<i>368</i>	<i>May 1981</i>
<i>Pt 090-SCH-02</i>	<i>2</i>	<i>369</i>	<i>25 May 1981</i>	<i>-</i>	<i>21/06/1996</i>
<i>Pt 090-SCH-03</i>	<i>3</i>	<i>-</i>	<i>22/06/1996</i>	<i>-</i>	<i>30/06/2000</i>
<i>Pt 090-SCH-04</i>	<i>4</i>	<i>-</i>	<i>08/11/1922</i>	<i>-</i>	<i>04/08/1988</i>
<i>Pt 090A (Plans only)</i>	<i>-</i>	<i>-</i>	<i>01/01/1980</i>	<i>-</i>	<i>Current</i>
<i>CON/50213/09/12707/A-ZNO</i>	<i>1</i>	<i>-</i>	<i>01/07/2000</i>	<i>-</i>	<i>Current</i>

Files held by Q.V. Valuations on behalf of LINZ:

File Reference: CON/50272/09/12707/A-ZNO-01
 Volume: 1
 First folio: 1
 Date: August 2001.
 Last folio note: -
 Date: Current

3. Summary of Lease document: (Copy of CL CB529/234 attached as *Appendix 1*).

3.1 Terms of Lease

A 33 year term from 1 July 1995 at the Annual rental of \$2250 based on the Rental Value of \$150,000.

Stock limitation in Lease:

1815 sheep (including not more than 1375 breeding ewes) and 25 breeding cows.

Commencement Date:

Original lease issued on 1 July 1962 to Hugh Alexander Munro. The lease was transferred to the current owners by Transfer 537539.1 on 26 March 1985. The lease was renewed for a further term of 33 years from 1 July 1995 by Memorandum of Renewal of Lease No. A133331.1 at the Annual rental of \$2250 based on the Rental value of \$150,000.

Other Provisions:

Nil.

3.2 Area adjustments

There have been no area adjustments to the lease since issue.

3.3 Registered Interests

Land Improvement Agreements

835178 *Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941* registered on 28 June 1971 and *Variation* registered 28 August 1980.

233554.1 *Land Improvement Agreement pursuant to Section 30A of the Soil Conservation and Rivers Control Act 1941* registered on 5 July 1979. This further varied *Land Improvement Agreement* 835178.

Mortgages

869579 Statutory Land Charge pursuant to Section 6 of the Rural Housing Act 1939 registered on 6 June 1972 (now administered by the National Bank of New Zealand Limited)

976847.6 to Wrightson Farmers Finance Limited registered 4 February 1992.

3.4 Unregistered Interests

Unregistered Mortgages / debts

None known.

4. Summarise any Government programmes approved for the lease:

A Land Improvement Agreement (LIA) registered as Document 835178 secured a SWCP executed on 9 June 1971 between the lessee and the South Canterbury Catchment Board. The works involved conservation, internal and boundary cattle-proof fencing; windbreak establishment and firebreak access tracking. This Agreement was varied by the addition of an additional Clause on 17 July 1980.

A further Land Improvement Agreement varying the above Agreement (by the inclusion of an additional clause) was registered as Document 233554.1 on 5 July 1979.

The property is not part of any Rabbit and Land Management Plan.

5. Summary of Land Status Report:

A Land Status Report undertaken by McGregor Property Services Limited for and on behalf of Q V Valuations on 18 February 2002, confirms the status of the land as Crown Land, leased pursuant to Section 66 of the Land Act 1948, and registered under Section 83 of the same Act.

The land is subject to the registered interests included in *Clause 3.3* above and Part IVA of the Conservation Act 1987 upon disposition.

The minerals remain with the Crown as the land has never been alienated since its acquisition from the original Maori owners under the Kemp Purchase.

The report notes that CL CB529/234 contains a notation that the lease is subject to Section 58 of the Land Act 1948 applying in respect of all rivers and streams in excess of three metres in width. However such strips are 'notional' only pending disposition of the land.

A copy of the Land Status Report is attached as *Schedule A*

6. Review of Topographical and Cadastral data:

Both maps attached to the Land Status Report show there are no known transmission or local power lines, telecommunication or other hilltop installations, airstrips, dams, water races, huts or historical features on the property.

6.1 Legal Roads – formed and paper

The Land Status Report indicates that the original plans denoted the roads abutting the property are legal by Section 110A of the Public Works Act 1928.

6.2 Fenced Boundaries v Legal Boundaries (peripheral):

There are no apparent discrepancies between the fenced and legal boundaries.

7. Details of any neighbouring Crown or Conservation land:

North-Western Boundary Part Bed of the Opihi River adjoining Run 295
(Stewardship land held by DoC pursuant to
Section 62 of the Conservation Act 1987).

Eastern Boundary Part Run 322 (Three Springs Pastoral lease).

8. Summarise any uncompleted actions or potential liabilities:

There are no incomplete actions or potential liabilities on this lease

Schedule A – Land Status Report.

APPENDICES

1. Copy of Lease Document.

Schedule A

LAND STATUS REPORT

**for
Tenure Review**

AIRIES

**Prepared by Don McGregor, McGregor Property Services Limited
for and on behalf of Q.V. Valuations**

February 2002

CONTENTS

PROPERTY 1 OF 2

Appendix A – Land Status Report (and Supporting plans).

- Extract of CLR
- Extracts of Allocation maps
- DOC Consultation
- Information supporting Mineral investigation
- Other information

Appendix B – Land Status Report (Certified by Chief Surveyor).

PROPERTY 2 OF 2

Appendix A – Land Status Report (and Supporting plans).

PROPERTY 1 of 2

**Appendix A - Land Status Report
(and supporting plans)**

**Q.V. VALUATIONS
CHRISTCHURCH OFFICE**

APPENDIX A1

Project No: QVV: 226

This report has been prepared on the instruction of Land information New Zealand in terms of Contract No. 50272 (as yet undated) and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

LAND STATUS REPORT for Airies Tenure Review	LIPS Ref: 12707
Property 1 of 2	

Land District	Canterbury.
Legal Description	Run 295, situated in Blocks IV, VIII and XII, Burke and I,V and IX, Tengawai Survey Districts.
Area	1655.9736 hectares.
Status	Crown land subject to the Land Act 1948.
Instrument of title / lease	Pastoral Lease CL CB529/234 pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal No. A133331.1.
Encumbrances	Subject to: 1) Part IVA of the Conservation Act 1987, upon disposition. 2) 835178 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 and subsequent variation. 3) 233554.1 Land Improvement Agreement pursuant to Section 30A of the Soil Conservation and Rivers Control Act 1941.
Mineral Ownership	The Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Deed of Purchase.
Statute	Land Act 1948 and Crown Pastoral Land Act 1998.

Data Correct as at	18 February 2002.
[Certification Attached]	Yes

Prepared by Crown Accredited Supplier	Don McGregor, McGregor Property Services Limited, Christchurch for and on behalf of Q.V. Valuations.
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NOTES: This information does not affect the status of the land but was identified as possible requiring further investigation at the due diligence stage: See Crown Pastoral Standard 6	CL CB529/234 contains a notation that the lease is subject to Section 58 of the Land Act 1948 applying in respect of all rivers and streams in excess of 3 metres in width. However such strips are 'notional' only pending disposition of the land.
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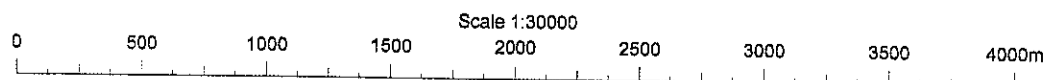
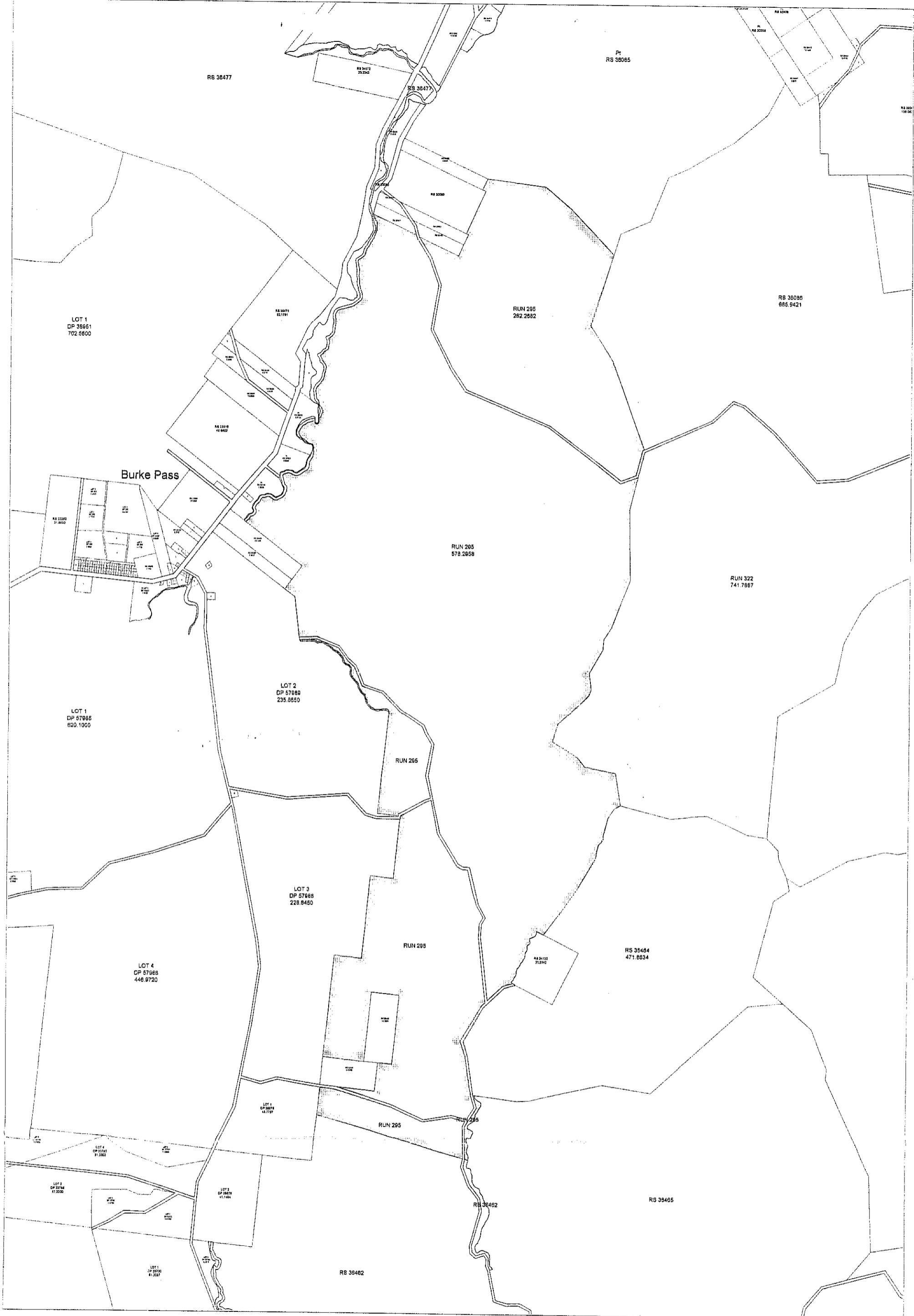
LAND STATUS REPORT for Airies Tenure Review	LIPS Ref: 12707
Property 1 of 2	

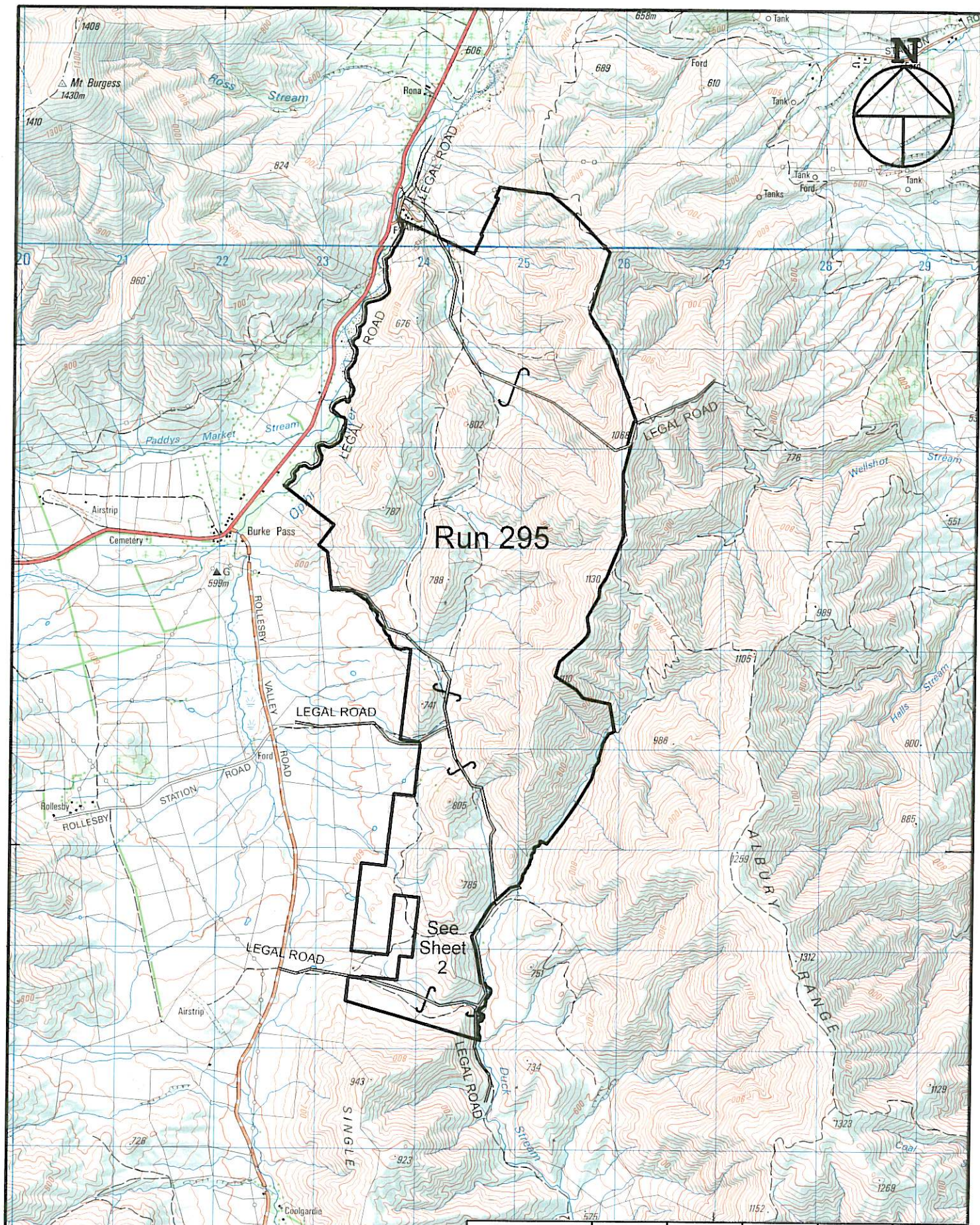
Research Data: Some Items may not be applicable

SDI Print Obtained	Yes.
NZMS 261 Ref	I 37/38.
Local Authority	Mackenzie District Council.
Crown Acquisition Map	Kemp Deed of Purchase.
SO Plans	<p>SO 3173 - Plan of Sections 36458 and 36459, Burke and Tengawai Districts (Approved 23 April 1895).</p> <p>SO 3174 - Plan of Sections 36460 and 36461 and 36464, Burke and Tengawai Districts (Approved 23 April 1895).</p> <p>SO 's 17106 and 17107 – DOC Land Allocation plans.</p>
Gazette Notices	Not applicable.
Lease Ref	Pastoral Lease CL CB529/234 pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal A 133331.1.
Legalisation Cards	Searched. Not applicable.
CLR	Confirms Pastoral Lease tenure.
Allocation Maps (if applicable)	<p>Searched. No DoC or SOE Allocations are within the periphery of the lease. DOC Allocations I.37-8 (SO 17106) and I.38-1 (SO 17107) are adjoining.</p> <p>Extracts of Allocation Maps attached.</p>
VNZ Ref – if known	VR 25300/1300.
Crown Grant Maps	Not applicable.
Subject Land Marginal Strip: a) Type [Sec 24(9) or Sec 58] b) Date Created c) Plan Reference	<p>a) Refer to Notes above.</p> <p>b) Not applicable.</p> <p>c) Not applicable</p>

LAND STATUS REPORT for Airies Tenure Review	LIPS Ref 12707
Property 1 of 2	

If Crown land – Check Irrigation Maps	Searched – Not applicable.
Mining Maps	Searched – Not applicable.
If Road a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ 1989 b) By Proclamation c) Gazette Ref:	a) SO's Plan 3173 and 3174 laid off roads – legal by Section 110A of the Public Works Act 1928. b) Not applicable. a) Not Applicable.
Other relevant information a) Concessions – Advice from DOC or Knight Frank. b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998 c) Mineral Ownership d) Other Info	a) No current DOC concessions exist within the lease boundaries. The only DOC interests are in the Marginal Strips existing and those yet to be defined. No interests are administered by Knight Frank Limited. b) Part 9 of the Ngai Tahu Claims Settlement Act 1998. c) Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Deed of Purchase. d) Not applicable.





Run 295

See Sheet 2

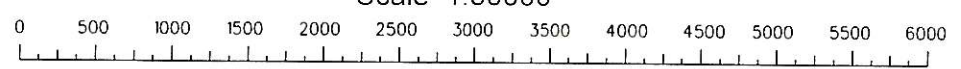
Marginal Strip Subject to Sec 24(9)
Conservation Act 1987

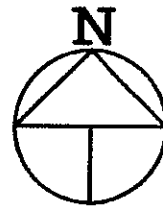
Version	1	2	3	4	5
Canterbury Land District					Sheet 1 of 2
Topographic Map 260 - 137, 138					Date 18/01/02



Airies

Scale 1:50000





Run 295

RS 32450
SO 3823
14.5685 ha
CT 5A/728

(See Report
2 of 2)

RS 32449
SO 3823
11.6459 ha
CT 5A/728

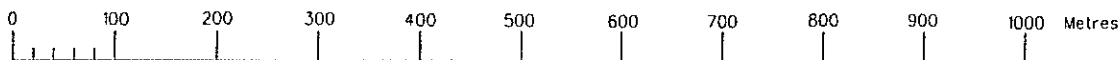
LEGAL ROAD

Marginal Strip Subject to Sec 24(9)
Conservation Act 1987 -----

Version	1	2	3	4	5
Canterbury Land District	Sheet 2 of 2				Date 18/01/02
Topographic Map 260 - I37, I38					

Airies

Scale 1:7500



**Appendix B – Land Status Report
(Certified Correct by Chief Surveyor)**

Project Number : QVV 226

This report has been prepared on the instruction of Land Information New Zealand in terms of **Contract No : 50272 (as yet undated)** and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

LAND STATUS REPORT for Airies Tenure Review				LIPS Ref: 12707
Property	1	of	1	

Land District	Canterbury
Legal Description	Rum 295, situated in Blocks IV, VIII and XII, Burke and I, V and IX, Tengawai Survey Districts.
Area	1655.9736 hectares.
Status	Crown land subject to the Land Act 1948.
Instrument of lease	Pastoral Lease CL CB529/234 pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal No. A133331.1.
Encumbrances	Subject to: <ol style="list-style-type: none"> 1) Part IVA of the Conservation Act 1987, upon disposition. 2) 835178 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 and subsequent Variation. 3) 233554.1 Land Improvement Agreement pursuant to Section 30A of the Soil Conservation and Rivers Control Act 1941.
Statute	Land Act 1948 and Crown Pastoral Land Act 1998.

Is a Correct as at	9 January 2002.
[Certification Attached]	Yes

Prepared by	Don McGregor
Crown Accredited Supplier	McGregor Property Services Limited, Christchurch for and on behalf of Q.V. Valuations

Certification:

Pursuant to section 11(1)(f) of the Survey Act 1986 and acting under delegated authority of the Surveyor – General pursuant to section 11(2) of that act, I hereby certify that the land described above is Crown Land subject to the Land Act 1948.

R. Moulton

Date: 17/1/2002

R Moulton, Chief Surveyor
Land Information New Zealand, Christchurch

CERTIFICATION

Report to the Chief Surveyor, Christchurch, for certification of Status Investigation for the AIRIES Pastoral Lease Tenure Review.

1. I, Donald McGregor of McGregor Property Services Limited, acting for and on behalf of Opus International Consultants Limited, certify that the status report enclosed for certification is in order for signature.
2. In giving this certification I, Donald McGregor of McGregor Property Services Limited, acting for and on behalf of Q.V. Valuations, undertake that the status report has been completed in compliance with all relevant policy instructions and in particular, OSG Standard 1999/05 and the Regulatory Chiefs' Land Status Investigations Guidelines 1999/01.



D McGregor
McGregor Property Services Limited
Accredited Supplier
9 January 2002

PROPERTY 2 of 2

Appendix A – Land Status Report

**Q V VALUATIONS
CHRISTCHURCH OFFICE**

APPENDIX A2

Project Number QVV 226

This report has been prepared on the instruction of Land information New Zealand in terms of Contract No. 50272 (as yet undated) and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

LAND STATUS REPORT for Airies Tenure Review (Freehold land)	LIPS Ref: Not Applicable
Property 2 of 2	

Land District	Canterbury.
Legal Description	Rural Sections 32449 and 32450, situated in Blocks VIII and XII, Burke Survey District.
Area	26.2236 hectares.
Status	Freehold land held by Alastair Leonard MUNRO (as to a ¼ share), Christopher Reginald JOYCE, Lucy Lillian MUNRO and William Herbert Bruce MITCHELL (as to a 1/2 share) and Lucy Lillian MUNRO (as to a ¼ share)..
Instrument of title	CT CB5A/728.
Encumbrances	1) 835178 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 and subsequent variation. 2) 233554.1 Land Improvement Agreement pursuant to Section 30A of the Soil Conservation and Rivers Control Act 1941.
Mineral Ownership	The Mines and Minerals are owned by the freehold owner.
Statute	Not applicable.

Data Correct as at	18 February 2002
[Certification Attached]	Yes

Prepared by Crown Accredited Supplier	Don McGregor, McGregor Property Services Limited, Christchurch For and on behalf of QV Valuations
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NOTES: This information does not affect the status of the land but was identified as possible requiring further investigation at the due diligence stage: See Crown Pastoral Standard 6	Not applicable.
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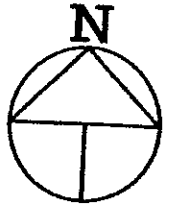
LAND STATUS REPORT for Airies Tenure Review (Freehold land)	LIPS Ref Not Applicable
Property 2 of 2	

Research Data: *Some Items may not be applicable*

SDI Print Obtained	Yes.
NZMS 261 Ref	I.38.
Local Authority	Mackenzie District Council.
Crown Acquisition Map	Not applicable.
SO Plan	SO 3823 – Plan of Application for RS's 32449, 32450 and 34132 (Approved October 1880).
Relevant Gazette Notices	Not applicable.
CT Ref	CT CB5A/728.
Legalisation Cards	Not applicable.
CLR	Not Crown land.
Allocation Maps (if applicable)	Not applicable.
VNZ Ref – if known	Not known.
Crown Grant Maps	S.O. 3823.
If Subject Land Marginal Strip: a) Type [Sec 24(9) or Sec 58] b) Date Created c) Plan Reference	a) Not applicable. b) Not applicable. c) Not applicable.

LAND STATUS REPORT for Airies Tenure Review (Freehold land)	LIPS Ref Not Applicable
Property 2 of 2	

If Crown land – Check Irrigation Maps	Not Applicable.
Mining Maps	Not Applicable.
If Road a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ 1989 b) By Proc	a) SO Plan 3823 laid off Crown Grant roads. b) Proc Plan Not applicable. c) Gazette Ref Not applicable.
Other relevant information a) Concessions – Advice from DOC or Knight Frank. b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998 c) Mineral Ownership d) Other Info	a) Not applicable. b) Not applicable. c) Remains with CT CB5A/728. d) Not applicable.



Run 295

RS 32450
SO 3823
14.5685 ha
CT 5A/728

(See Report
2 of 2)

RS 32449
SO 3823
11.6459 ha
CT 5A/728

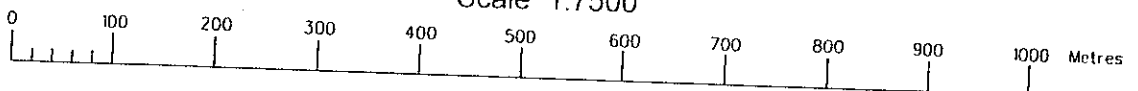
LEGAL ROAD

Marginal Strip Subject to Sec 24(9)
Conservation Act 1987 -----

Version	1	2	3	4	5
Canterbury Land District					
Topographic Map 260 - 137, 138					
Sheet 2 of 2					
Date 18/01/02					

Airies

Scale 1:7500



APPENDIX 1



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



Historical Search Copy


R. W. Muir
Registrar-General
of Land

Identifier CB529/234
Land Registration District Canterbury
Date Registered 04 August 1963 01:48 pm

Prior References
CB465/73

Type	Lease under s83 Land Act 1948 - 1/2 share		
Area	1655.9736 hectares more or less	Term	Thirty three years commencing on the first day of July 1962 and extended for 33 years commencing on 1.1.1995

Legal Description Run 295

Original Proprietors

Christopher Reginald Joyce, Lucy Lilian Munro and William Herbert Bruce Mitchell as to a 1/2 share
Alastair Leonard Munro as to a 1/4 share
Lucy Lilian Munro as to a 1/4 share

Interests

Subject to the provisions of Section 58 Land Act 1948

835178 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 - 28.6.1971 at 9.30 am and varied 28.8.1980 at 9.02 am

869579 Statutory Land Charge pursuant to Section 6 Rural Housing Act 1939 - 6.6.1972 at 11.45 am

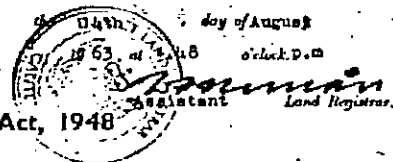
233554.1 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 5.7.1979 at 9.34 am

976847.6 Mortgage to Wrightson Farmers Finance Limited - 4.2.1992 at 11.56 am

A133331.1 Variation of the within lease and extension of the term for 33 years commencing on 1.1.1995 - 8.9.1994 at 11.55 am

Former Reference registered in Vol. 525 fol. 73

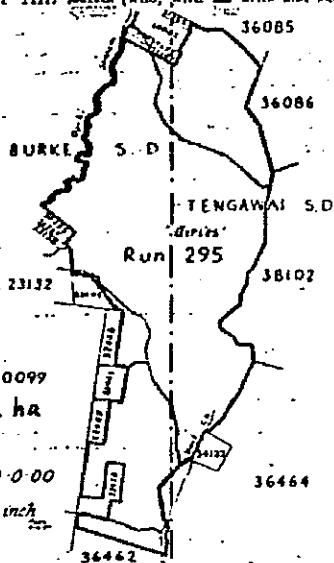
LAND DISTRICT



Pastoral Lease of Pastoral Land under the Land Act, 1948

Map 5C

This Deed, made the ... day of ... one thousand nine hundred and ... of ...



METRIC AREA: 20099 1655.9736 ha Total Area: 4092.000 Scale: 1 mile to an inch

of ... in the Dominion of New Zealand, ... 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 ...

(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 ... one thousand nine hundred and ... together with the period between the date of this lease and the aforesaid first day of ... 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 Canterbury the clear annual rent of ... 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 ... pounds ... on the 1st day of January and 1st day of July in each year in the same manner as a rent.

- Subject to the provisions of Section 53 of the Land Act 1948 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 hereinafter 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 bona fide 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 Canterbury (hereinafter referred to as "the Commissioner") cut and trim all live fences and hedges, clear and keep clear the said land of all noxious weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1928. 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 Rabbit Nuisance Act, 1923. 7. THAT the Lessee will clean and clear from weeds and keep open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; 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 to 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 forenoon 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, sell, 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 consent 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, 1928, 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 duties shall at all times avoid undue disturbance of the Lessee's stock. 13. See Schedule hereto

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 authorised 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 20 yards of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 feet of any building. 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 at 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 66 (3) of the Land Act, 1948, a new lease of the land hereby leased at a rent to be determined in the same manner as 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 provisions ancillary or in relation thereto.

529/234

130

529/234

OK to sign
under Settlement
new title deed
John [unclear]

- (4) THAT the Lessee shall have no right of acquiring the fee-simple of the said land.
 - (5) 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 food 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 grass to the satisfaction of the Commissioner.
- (6) THAT the Lessee shall exercise due care in stocking 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 a sheep or a head of cattle or one cow for a day sheep and of one head a half for breeding cows.
- (7) THAT if the Lessee shall leave New Zealand or abandon the said land 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 Lessee, then the Land Settlement Board may, subject to the provisions of section 186 of the Land Act, 1948, 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.
- (8) THAT these presents are intended to take effect as a pastoral lease under the Land Act, 1948, 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.

(9) The amount to Section 58 of the Land Act, 1948 in respect of land area which is within the limits of all rivers and streams which have an average width of not less than 10 feet is excluded from the calculation.

HEREINAFTER BECOMING TO THE CROWN AND BEING PURCHASED BY THE LESSEE.

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

on behalf of the Lessor, hath hereunto set his

Signed by the said Commissioner, on behalf of the Lessor, in the presence of—

Witness: [Signature]
Occupation: Block, Lands & Survey Dept.
Address: [unclear]

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

Witness: [Signature]
Occupation: Guarantor
Address: [unclear]

[Signature]
Assistant Commissioner of Crown Lands

[Signature]
Lessee

13. That without derogating from or restricting the covenants contained in Clause four hereof and on the part of the Lessee to be performed or complied with the Lessee will not at any time during the said term of lease on the land hereinafter than 1915 sheep which shall include not more than 1575 breeding ewes nor more than 25 breeding cows PROVIDED HOWEVER that the Lessee may with the prior consent of the Board carry such additional stock on such terms and conditions as may be therein specified subject nevertheless to the right of the Board to revoke or vary such consent at any time.

Clause four hereof and on the part of the Lessee to be performed or complied with the Lessee will not at any time during the said term of lease on the land hereinafter than 1915 sheep which shall include not more than 1575 breeding ewes nor more than 25 breeding cows PROVIDED HOWEVER that the Lessee may with the prior consent of the Board carry such additional stock on such terms and conditions as may be therein specified subject nevertheless to the right of the Board to revoke or vary such consent at any time.

Subject to Section 58 of the Land Act 1948
[Signature]
A.L.R.

Mortgage 824303 to The Advances Corporation
8.3.1971 at 11.50am
No 835778 Land Improvement Agreement
under the Soil Conservation and
Rivers Control Act 1941 - 28.6.1971 at
9.30am

Mortgage 503593 to The Mutual Life and Citizens Assurance Company Limited - 25.8.1954 at 11.53am - as varied by two Memoranda of Variation registered subsequently.
Deed 450742 by Her Majesty the Queen setting through and by the Soil Conservation and Rivers Control Council - 8.2.1956 at 1.55 p.m.

No 869579 Statutory Land Change under the Rural Housing Act 1939 - 6.6.1972 at 11.45 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 1952.
[Signature]
A.L.R.

Mortgage 507610 to The Mutual Life and Citizens Assurance Company Limited - 27.6.54 at 11.55 a.m.
No. 655736 Evidence that the correct name of the Lessee is Hugh Alexander Mann - Entered 23/1/1965 at 2.26 pm
Mortgage 655737 to The Mutual Life and Citizens Assurance Company Limited - 23/1/1965 at 2.26 pm
Transfer 786287 of a Share to Alastair Leonard Murray of Burkes Pass Farming - 27/1/1970 at 10 am

Mortgage 17637/5 to The Rural Banking and Finance Corporation of New Zealand - 28.11.1974 at 9.48 am

Mortgage 17637/4 to The Canterbury Farmers Co-operative Association Limited - 28.11.1974 at 9.43 am

LAND & DEEDS	
Doc. No.	655937
From	CCL
Date	14 AUG 1963
Time	1.48 pm
Fee	15/-
Abstract No.	4691

Variation of Mortgage
655937 22.10.1970
at 2.30 pm

Mortgage 95687/3 to The South British Life Assurance Company Limited 31.8.1976 at 9.54 am.

DISCHARGED
04 FEB 1982

No. 95687/4 Memorandum of Priority making Mortgage 95687/3 first mortgage and Mortgage 824303 second mortgage 31.8.1976 at 9.54 am.

Variation of Mortgage 95687/4 - 31.8.1976 at 9.55 am.

No. 95687/4 Memorandum of Priority making Mortgage 95687/3 first mortgage, Mortgage 824303 second mortgage, Improvement Agreement 835178 third charge, charge 869579 fourth charge and Mortgage 17637/5 fifth mortgage 31.8.1976 at 9.54 a.m.

A.L.R.

Variation of Mortgage 17637/5 - 31.8.1976 at 9.54 am.

A.L.R.

No. 155537/1 Memorandum of Priority making mortgage 95687/3 first mortgage, mortgage 824303 second mortgage, No. 835178 as third charge, No. 869579 as fourth charge, and No. 17637/5 as fifth charge - 14.11.1977 at 10.12 am.

A.L.R.

No 233554/1 Land Improvement Agreement under Section 30A of the Soil Conservation and River Control Act 1941 - 5.7.1979 at 9.34 am.

of his share, Hugh Alexander Munro to Christopher Reginald Joyce, of Timaru, Chartered Accountant, Lucy Lilian Munro of Burkes Pass, Married Woman and William Herbert Bruce Mitchell of Timaru, Manager - 3-4-1980 at 10.27a.m.

A.L.R.

Variation of Mortgage 95687/3 - 3-4-1980 at 10.28a.m.

A.L.R.

Variation of Mortgage 824303 - 3-4-1980 at 10.28a.m.

A.L.R.

No. 289539/1 Land Improvement Agreement under Section 30 Soil Conservation and Rivers Control Act 1941 - 28.8.1980 at 9.02 am.

A.L.R.

Variation of Land Improvement Agreement 835178 - 28.8.1980 at 9.02 am.

for A.L.R.

Variation of Mortgage 824303 - 26-9-1980 at 10.10a.m.

for A.L.R.

Mortgage 343241/1 to The Royal Banking and Finance Corporation - 26.9.1980 at 10.10a.m.

for A.L.R.

Variation of Mortgage 824303 - 6-7-1982 at 9.40a.m.

for A.L.R.

Variation of Mortgage 824303 - 7.8.1984 at 9.34 a.m.

for A.L.R.

~~Transfer 537539/1 of a one-half share to Alastair Leonard Munro, Farmer and Lucy Lilian Munro, Married Woman, both of Burkes Pass, ENTERED IN ERROR as tenants in common in equal shares - 26.3.1985 at 9.34a.m.~~

Transfer 537539/1 of the one-half share of Alastair Leonard Munro to Alastair Leonard Munro, Farmer and Lucy Lilian Munro, Married Woman, both of Burkes Pass, as tenants in common in equal shares - 26.3.1985 at 9.34a.m.

Mortgage 761141/1 to The Royal Banking and Finance Corporation - 30.8.1988 at 9.56am

for A.L.R.

DISCHARGED
04 FEB 1992

for A.L.R.

The above discharge of mortgage 343241/1 has not been endorsed on the outstanding copy of mortgage 343241/1 production having been dispensed with in terms of Section 111 Land Transfer Act 1952

for A.L.R.

Mortgage 976847/6 to Wrightson Farmers Finance Limited - 4.2.1992 at 11.56am

A.L.R.

No. A133331/1 variation of the within lease and extension of the term for 33 years commencing on 1.1.1995 - 8.9.1994 at 11.55am

for A.L.R.

DUE DILIGENCE

AIRIES

SUPPORTING FILE SUMMARY

File Summary – Airies

FOLIO		DATE	TO	FROM	DETAILS
Pt / 090 – SCH – 01 (April 1954 – May 1981) – Volume 1 (Folios 1 – 368)					
	05/07/1954	-	-	-	LSB Case No. 1269 approved the transfer of a Small Grazing Lease (CL 465/73) from P H Hodson to H A Munro. Transfer registered 18 August 1954 as T403114. ACTION COMPLETE
235	09/09/1959	Lessee	CCL		Informed Lessee that the SGR could not continue and a new renewable Pastoral lease to be offered on expiry of the SGR in Feb 1962. LSB Case No. 6515 of 12 April 1962 approved issue of a Pastoral lease to H A Munro for 33yrs from 28/02/1962 over Run 295 "Auries" (containing 4092 Acres 2 roods and 00 perches) at the Annual rental of \$370 based on a stock limitation of 1815 sheep (1375 br ewes) and 25 breeding cows. (Run 295 was formerly RSs 36458, 36459, 36460 and 36461 rounded to 4092 Acres – SO 3173 and 3174 approved 23/04/1875. [New lease registered on the 04/08/1962 (CL 529/234)] ACTION COMPLETE
314	16/06/1969	CCL	Raymond, Raymond Ward and Sullivan Solicitors		Application to transfer a half share of the lease from H A Munro to A L Munro. By Case No. 69/310 the LSB on 11/07/1969 approved transfer of a half share in the lease to A L Munro. [Transfer 786287 registered on 27/01/1970]. ACTION COMPLETE

File Summary – Airies

FOLIO	DATE	TO	FROM	DETAILS
333	25/06/1971	CCL	SCCB	<p>SCCB forwarded a SWCP agreement to the CCL covering “Auries” duly signed by the Munros for registration.</p> <p>[Registration of Land Improvement Agreement effected on 28/06/1971 Document No.835178]</p> <p style="text-align: center;">ACTION COMPLETE</p>
351	22/06/1979	CCL	SCCB	<p>Variation to Land Improvement Agreement, new Land Improvement Agreement submitted to CCL.</p> <p>[Registration of Land Improvement Agreement effected on 05/07/1979 document No.233554/1]</p> <p style="text-align: center;">ACTION COMPLETE</p>
352	16/10/1979	CCL	Raymond, Sullivan & Cooney	<p>Application to transfer H A Munro lease interest (half share) to the Trustees of A L Munro Family Trust.</p> <p>Solicitors informed the LSB had approved the transfer 13/02/1980 (f.358)</p> <p>[Transfer of H A Munro one half share transferred to C R Joyce, L L Munro and W H B Mitchell by document 269073/1 registered on 23/04/1980]</p> <p style="text-align: center;">ACTION COMPLETE</p>
Pt / 090 – SCH – 02 (25 May 1981 – 21 June 1996) – Volume 2 (Folios 369 – Folio numbers discontinued)				
397	26/02/1985	CCL	Raymond Sullivan Cooney & McGlashan	<p>Application by A L Munro to transfer one half share of his one half share in the lease to his wife L L Munro.</p>

File Summary -- Airies

FOLIO	DATE	TO	FROM	DETAILS
			& McGlashan	LSB Case No. 85/112 on the 15/03/1985 approved the transfer. Solicitors informed 18/03/1985 (f.398) [Transfer registered 537539/1 on the 26/03/1985]
	17/12/1993	Lessee	Landcorp	ACTION COMPLETE Notice of Renewal of Pastoral lease - Lessee Impts \$330,000, LEI \$150,000 AR \$2,250. Lessee accepted 31/05/1994. [Memorandum of Renewal registered as Variation No. A13331/1 registered on 08/09/1994.]. This effected renewal as at 1 July 1995 but the memorial erroneously records that renewal had effect from 1 January 1995. ACTION COMPLETE BUT CORRECTION TO BE UNDERTAKEN TO LEASE
Pt / 090 - SCH - 03 (21 June 1996 - 30 June 2000) - Volume 3 (No folio numbers)				
No relevant folios				
Pt / 090 - SCH - 04 (08/11/1922 - 04/08/1988) - Volume 4 (No folio numbers)				
SFO DUPLICATE FILE - No relevant folios				

File Summary – Airies

FOLIO	DATE	TO	FROM	DETAILS
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Pt / 090A – Plans only (No folio numbers)

No relevant folios

CON / 50213 / 09 / 12707 / A – ZNO (1 July 2000 - Current) – (No folio numbers)				
-	20/09/2000	KFL	Raymond, Sullivan McGlashan	<p>Advice of intention to wind up the A.L. Munro Family Trust and distribute its half share interest to the beneficiary (G.A Munro) then in terms of estate planning :</p> <ul style="list-style-type: none"> • G.A. Munro to transfer his half share to the G.A and E.A. Munro Family Trust, and • A.L and L.L. Munro to transfer their respective one quarter shares to a new Trust, the A.L. and L.L. Munro Family Trust. <p>Proposals clarified with KFL and additional submissions made bt solicitors on 4 October 2000 and 8 June 2001, the latter in which it was noted that consent was not required for assignment of the existing A.L. Munro Family Trust to its beneficiary.</p>
-	22/08/2000	CCL	KFL	<p>Reports and recommendations referred for CCL consent including:</p> <ul style="list-style-type: none"> a) Acknowledgement of receipt of notice in terms of Section 91A of the L and Act 1948 as to the distribution of the Trustees interest to its beneficiary (Approved by CCL Case No 2002/90 of 18/09/2001). b) Transfer of G.A Munros interest as to one half share to the G.A. Family Trust - Trustees G.A Munro , E.A. Munro and R.H. Vincent – (Declined by CCL Case No 2002/91 of 18/09/2001). c) Transfer from A.L. and L.L. Munros (as tenants in common as to one half share) to the A.L. and L.L. Munro Family Trust (Declined by CCL Case No 2002/91 of 18/09/2001). <p>KFL advised of decisions 18/09/2001.</p>

File Summary – Airies

FOLIO	DATE	TO	FROM	DETAILS
	19/9/2001	Raymond, Sullivan McGlashan	CCL	<p>Acknowledgement of notification to KFL of assignment of interest to G.A. Munro as beneficiary of the A.L. Munro Family Trust.</p> <p>TRANSACTION STILL NOT REGISTERED</p>
	21/9/2001	Raymond, Sullivan McGlashan	CCL	<p>Advice of decline of recommendations to approve transfers to the Family Trusts above, subject to rehearing rights, on the grounds that the proposed beneficiaries were outside those provided for in Section 89(3) of the Land Act 1948.</p>
	11/10/2001	KFL	Raymond, Sullivan McGlashan	<p>Applied for a rehearing of the decisions above in terms of Section 17 of the Land Act 1948.</p> <p>File reveals that no fixture for rehearing determined as at end of January 2002.</p> <p>REHEARING DECISION STILL REQUIRED</p>

Crown Pastoral Land Tenure Review

Lease name : AIRIES

Lease number : PT 090

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.

December 05

CONTENTS

PROPERTY 1 OF 2

Appendix A – Land Status Report (and Supporting plans).

- Extract of CLR
- Extracts of Allocation maps
- DOC Consultation
- Information supporting Mineral investigation
- Other information

Appendix B – Land Status Report (Certified by Chief Surveyor).

PROPERTY 2 OF 2

Appendix A – Land Status Report (and Supporting plans).

PROPERTY 1 of 2

**Appendix A - Land Status Report
(and supporting plans)**

Q.V. VALUATIONS CHRISTCHURCH OFFICE

APPENDIX A1

Project No: QVV: 226

This report has been prepared on the instruction of Land information New Zealand in terms of **Contract No. 50272 (as yet undated)** and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

LAND STATUS REPORT for Airies Tenure Review	LIPS Ref: 12707
Property 1 of 2	

Land District	Canterbury.
Legal Description	Run 295, situated in Blocks IV, VIII and XII, Burke and I, V and IX, Tengawai Survey Districts.
Area	1655.9736 hectares.
Status	Crown land subject to the Land Act 1948.
Instrument of title / lease	Pastoral Lease CL CB529/234 pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal No. A133331.1.
Encumbrances	Subject to: <ol style="list-style-type: none"> 1) Part IVA of the Conservation Act 1987, upon disposition. 2) 835178 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 and subsequent variation. 3) 233554.1 Land Improvement Agreement pursuant to Section 30A of the Soil Conservation and Rivers Control Act 1941.
Mineral Ownership	The Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Deed of Purchase.
Statute	Land Act 1948 and Crown Pastoral Land Act 1998.

Data Correct as at	18 February 2002.
[Certification Attached]	Yes

Prepared by Crown Accredited Supplier	Don McGregor, McGregor Property Services Limited, Christchurch for and on behalf of Q.V. Valuations.
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NOTES: This information does not affect the status of the land but was identified as possible requiring further investigation at the due diligence stage: See Crown Pastoral Standard 6	CL CB529/234 contains a notation that the lease is subject to Section 58 of the Land Act 1948 applying in respect of all rivers and streams in excess of 3 metres in width. However such strips are 'notional' only pending disposition of the land.
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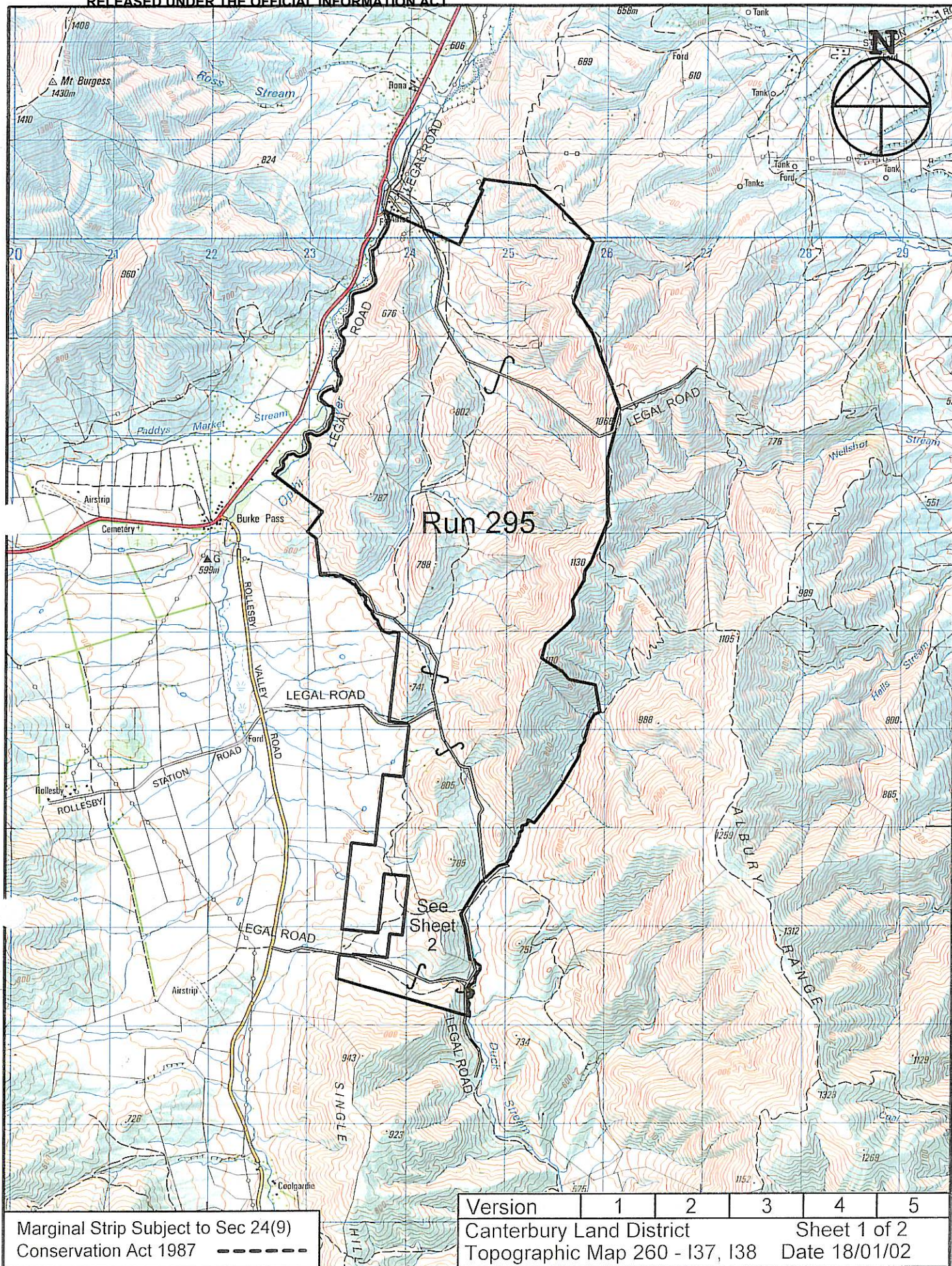
LAND STATUS REPORT for Airies Tenure Review		LIPS Ref: 12707
Property 1 of 2		

Research Data: Some Items may not be applicable

SDI Print Obtained	Yes.
NZMS 261 Ref	I 37/38.
Local Authority	Mackenzie District Council.
Crown Acquisition Map	Kemp Deed of Purchase.
SO Plans	<p>SO 3173 - Plan of Sections 36458 and 36459, Burke and Tengawai Districts (Approved 23 April 1895).</p> <p>SO 3174 - Plan of Sections 36460 and 36461 and 36464, Burke and Tengawai Districts (Approved 23 April 1895).</p> <p>SO 's 17106 and 17107 - DOC Land Allocation plans.</p>
Gazette Notices	Not applicable.
Lease Ref	Pastoral Lease CL CB529/234 pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal A 133331.1.
Legalisation Cards	Searched. Not applicable.
CLR	Confirms Pastoral Lease tenure.
Allocation Maps (if applicable)	<p>Searched. No DoC or SOE Allocations are within the periphery of the lease. DOC Allocations I.37-8 (SO 17106) and I.38-1 (SO 17107) are adjoining.</p> <p>Extracts of Allocation Maps attached.</p>
VNZ Ref - if known	VR 25300/1300.
Crown Grant Maps	Not applicable.
Subject Land Marginal Strip: a) Type [Sec 24(9) or Sec 58] b) Date Created c) Plan Reference	<p>a) Refer to Notes above.</p> <p>b) Not applicable.</p> <p>c) Not applicable</p>

LAND STATUS REPORT for Airies Tenure Review	LIPS Ref 12707
Property 1 of 2	

If Crown land – Check Irrigation Maps	Searched – Not applicable.
Mining Maps	Searched – Not applicable.
If Road a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ 1989 b) By Proclamation c) Gazette Ref:	a) SO's Plan 3173 and 3174 laid off roads – legal by Section 110A of the Public Works Act 1928. b) Not applicable. a) Not Applicable.
Other relevant information a) Concessions – Advice from DOC or Knight Frank. b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998 c) Mineral Ownership d) Other Info	a) No current DOC concessions exist within the lease boundaries. The only DOC interests are in the Marginal Strips existing and those yet to be defined. No interests are administered by Knight Frank Limited. b) Part 9 of the Ngai Tahu Claims Settlement Act 1998. c) Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Deed of Purchase. d) Not applicable.

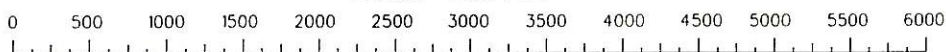


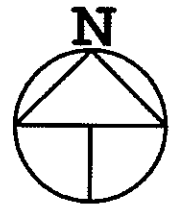
Marginal Strip Subject to Sec 24(9)
Conservation Act 1987 - - - - -

Version	1	2	3	4	5
Canterbury Land District	Sheet 1 of 2				
Topographic Map 260 - I37, I38	Date 18/01/02				

Airies

Scale 1:50000





Run 295

RS 32450
SO 3823
14.5685 ha
CT 5A/728

(See Report
2 of 2)

RS 32449
SO 3823
11.6459 ha
CT 5A/728

LEGAL ROAD

Marginal Strip Subject to Sec 24(9)
Conservation Act 1987 - - - - -

Version	1	2	3	4	5
Canterbury Land District	Sheet 2 of 2				
Topographic Map 260 - 137, 138	Date 18/01/02				

Airies

Scale 1:7500



Extract of CLR

10 FEB 1987

Description: Run 295 "Aires"
 Situated in: Blocks IV, VIII, XII Burke S.D. and Blocks I, V, & IX Tengawai S.M.A. District.
 S.O. No: _____ Local Authority: Mackenzie County Council. Area: 1655.9736 m²/ha

DETAILS OF LEASE OR LICENCE								
File	Selector	File	Date of Selection	Years	Term From	R.V. Price	A/Rent Instalment	Det. Exp.
	<u>11.9LL MURRO</u>	<u>P90</u>	<u>1-3-62</u>	<u>33</u>	<u>1-7-62</u>	<u>7400:00</u>	<u>370:00</u>	<u>306/95</u>

DETAILS OF RESERVATIONS							
Purpose or Classification	Gazette		Administering Body	Vested		Control & Management	
	Year	Page		Year	Page	Year	Page

Valuation Ref: 3-25300-13 C.L./C.T./Deeds Ref: _____

Name of Reserve/Locality: _____
 Description: Run 295 "Aires"

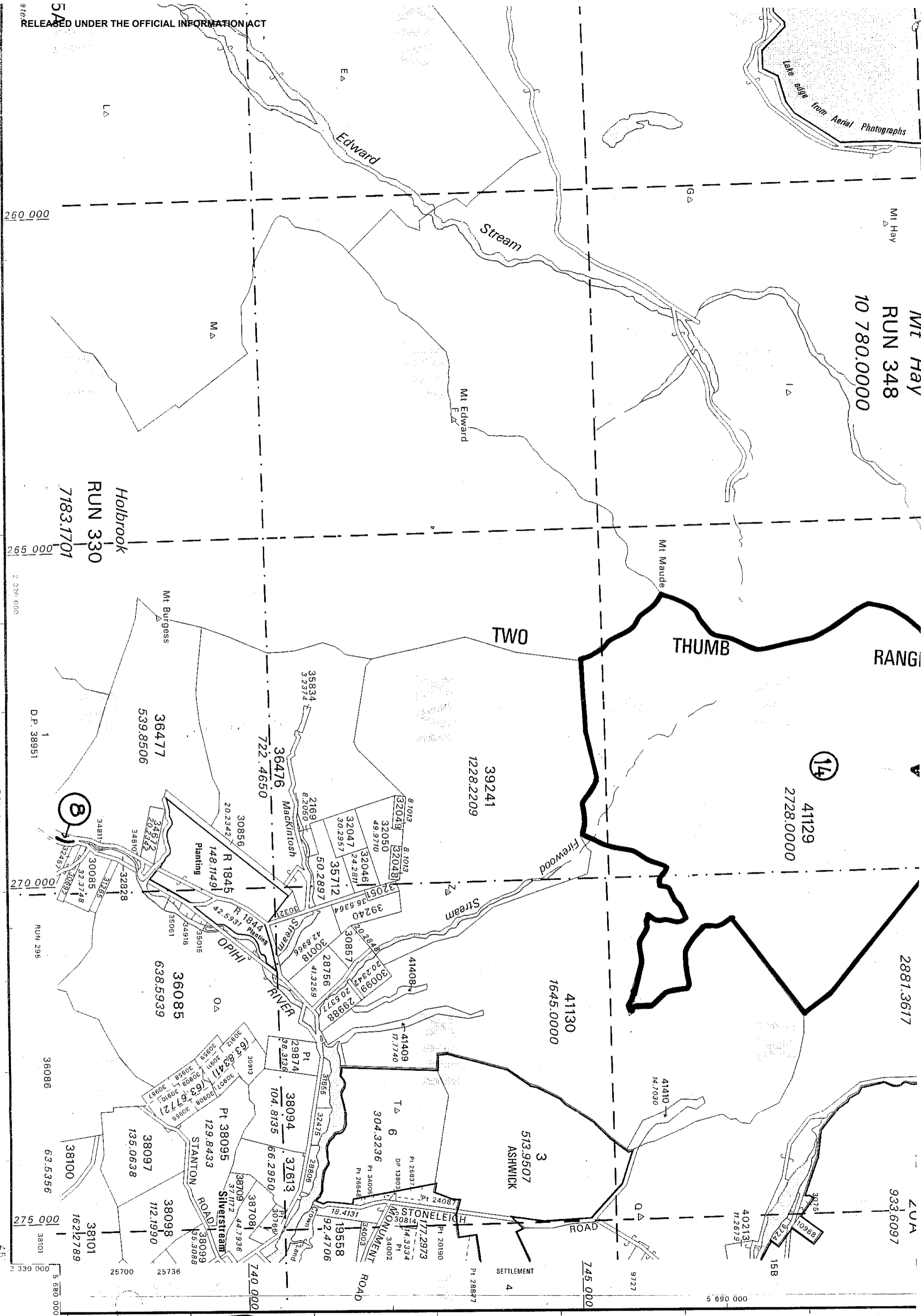
Extracts of Allocation maps

Label edge from Aerial Photographs

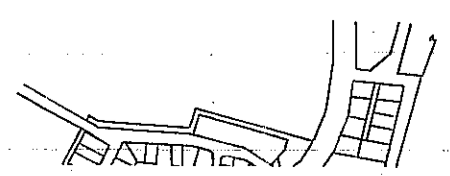
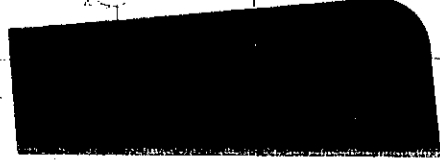
CROSS HATCHED AREAS ARE FROM PLANNING

DETERMINED FOR THE PURPOSES OF SECTION 62 CONSERVATION ACT

307408



4400'



DOC Consultation



Department of Conservation
Te Papa Atawhai

Our ref: PAR 019, PTR 016 PTR 090, PTR 131, PTR 085

17 October 2001

Don McGregor
McGregor Property Services
6 Cumberland Place
Kaiapoi

Dear Don

**PASTORAL LEASE STATUS CHECK - MT POTTS, AIRIES, BUSH SPURS,
BAUCHOPS HILL**

I refer to your letter of 20 September 2001.

I have checked the Department of Conservation's land records. The only areas of public conservation estate within the boundaries are potential or actual marginal strips. I have commented on these below. Conservation Estate does adjoin all of the properties, except Bauchops Hill, and is listed below:

MT POTTS:

J35/3 - Hakatere Crown Land - This is land that is in the process of being surrendered from the relevant pastoral leases, but hasn't yet been formally declared to be part of the public conservation estate.

As this land is not formally part of the public conservation estate there will be no concessions granted over it.

AIRIES:

I38/2 - Burkes Pass (approximately 8 hectares). This is land allocated to the Department of Conservation, and is held pursuant to Section 62 of the Conservation Act 1987 (deemed to be stewardship land).

BUSH SPURS

K35/18 - Thirteen Mile Bush Forest - This is land allocated to the Department of Conservation, and is held pursuant to Section 62 of the Conservation Act 1987 (deemed to be stewardship land).

As this area sits outside the pastoral lease boundary, I have not made any enquiries regarding any concessions. Given the nature of it, concessions are likely to have been issued over it however.

BAUCHOPS HILL:

No conservation land adjoins this property.

With respect to marginal strips, Bauchops Hill was renewed on in 1993, so will be subject to Part IVA of the Conservation Act 1987. There is a Section 58 memorial on the Certificate of Title, but the validity of this notation is in question.

The property will be subject to marginal strips, but the unanswered question is whether they are the fixed or movable variety. None are shown on Terraview

Airies was renewed on in 1995, so will be subject to Part IVA of the Conservation Act 1987. There is a Section 58 memorial on the Certificate of Title, but as you know the validity of this notation is in question. The property will be subject to marginal strips, but the unanswered question is whether they are the fixed or movable variety. None are shown on Terraview

Mt Potts was renewed on 1 July 1990 so will be subject to Part IVA of the Conservation Act 1987. There is a Section 58 memorial on the Certificate of Title, but as you know the validity of this notation is in question. The property will be subject to marginal strips, but the unanswered question is whether they are the fixed or movable variety. None are shown on Terraview.

Bush Spurs does not expire until 2007, and I can't see any reference to Section 58 of the Land Act on the title. As such the property doesn't appear to be subject to the marginal strip provisions in the Conservation Act 1987 at this time. None are shown on Terraview.

It is practically 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 are shown on the DOC allocation maps, and others are not. If there is no marginal strip shown on our allocation records, I have not identified them.

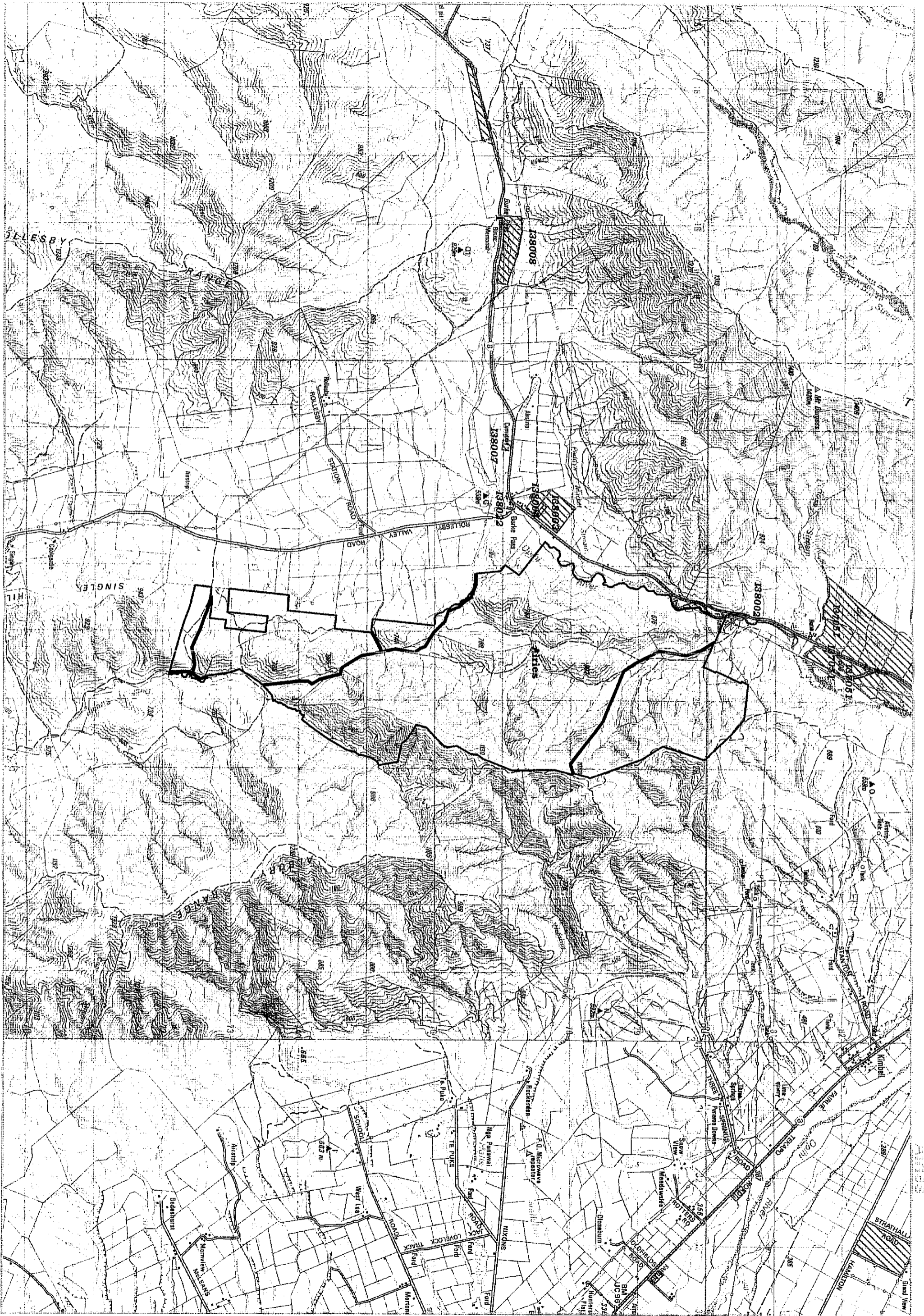
If there are any marginal strips in existence, there will be no concessions granted over them, save for a small number of generic concessions covering the majority of the public conservation land in the conservancy.

As usual maps of the leases are enclosed showing the surrounding public conservation land.

Yours faithfully



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



Crown Pastoral Land Tenure Review

Lease name : AIRIES

Lease number : PT 090

Due Diligence Report (including Status Report) Part 3

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.

December 05

Information supporting Mineral investigation

AIRIES PASTORAL LEASE

1) PASTORAL LEASE INDEX


Run 295 (formerly RS 36458-36461)
Mackenzie County - Area 4092 acres rounded off (SGR 297 -
CL465/73).

Lessee : H.A. Munro.

Always UCL.

2) PASTORAL SURVEY INDEX

Run 295 SO's 3173, 3174- Current to 1987
(CT 322/158)



D. McGregor
Accredited Supplier
18/02/2002

LAND SETTLEMENT BOARD

RENEWAL OF LEASE

251

FILES: H.O. 8/8/57
D.O. SGR.297

CASE NO. 6515

CANTERBURY LAND DISTRICT

4/5

LESSEE: Huestan Alexander MUNRO

SURVEY DESCRIPTION: Rural Sections 36458, 36459, 36460 and 36461 Blocks IV, VIII and XII Burke and Blocks I, V and IX Tengawai Survey District.
(Now Run 295 "Airies").

AREA: 4092 acres 2 roods 00perches.

NAME OF RUN: Airies

LOCATION: 11 miles west of Fairlie by good sealed road.

PARTICULARS OF LEASE:
Tenure: Small Grazing Run
Term: 21 years from 1.3.41
Expires: 28.2.62
Rental Value: £3,040
Annual Rent: £152.

Present lessee acquired by transfer on 18.8.54 at a consideration of £19,800 (including freehold £8,822.10.0 and stock and chattels £6,477.10.0).

CROWN IMPROVEMENTS: Nil.

GENERAL DESCRIPTION: Altitude 1640' - 3635'; unploughable; marked erosion on steep faces north of the highest point accidentally burnt in 1959; little snow risk; fair balance of summer and winter country but needs a reserve of feed for winter.

One-third snowgrass, two-thirds tussock with some silver tussock 2,400 acres topdressed as part of demonstration farm with Catchment Board. 215 tons super and 5 ton Gypsum applied over 5 years from July 1955 and 350 lbs clover and cocksfoot.

NOXIOUS WEEDS AND PESTS: A few rabbits in patches. Property is in the Mackenzie Rabbit Board district where rates are 5d per acre. Some sweet briar.

OTHER LAND HELD: 386 acres of freehold.

BOUNDARY ADJUSTMENTS: Not required for regrouping and no part required for National Park purposes.

CHANGE OF TENURE: In the opinion of the Pastoral Lands Officer the country is purely pastoral and should be held on Pastoral Lease.

CARRYING CAPACITY: Stock actually wintered over past 5 seasons:

	Ewes		Other Sheep		Cattle	
	2-tooth	Other	Wethers	Hoggets	Breeding	Other
Munro took over 1955	291	1038	123 (+ rams)	453	29	3
1957	400	1200			28	12
1958	400	1225			44	14
1959	400	1431	112	640	48	24
1960	400	1170	100	600	58	9

CONFIDENTIAL COPY PROVIDED TO LINZ (CROWN PROPERTY MANAGEMENT) CONTRACTOR FOR PURPOSES ASSOCIATED
 1959 sheep got a check in May snows and again with the late

WITH CONTRACT 5022 ONLY.
 NOT TO BE FURTHER COPIED, REPRODUCED OR DISTRIBUTED WITHOUT THE PERMISSION OF LINZ

Actual Production over past 5 seasons:

	<u>Shearing Tally</u>	<u>Wool (lbs)</u>	<u>Death Rate %</u>	<u>% of Lambs</u>
1955	1844	11,458 (Hoggets over	2% - 3%	72%
1956	1833	11,326 (6 lbs wool)	1959 over 3%	85%
1957	1885	14,394 (Ewes over	because of	81%
1958	2052	16,617 (8 lbs wool)	50 lost in	86%
1959	2050	16,794	road accident and heavy snow.	83%

MANAGEMENT:

Lessee is a discharged serviceman. Is prepared to take a stock limitation over all his land. He is hardworking and progressive. He is a good soil conservator and prefers the use of cattle to burning. Has 5 blocks on run and has cattle-proofed 5 1/4 miles of fence.

The first year Munro held Airies the flock clipped an average of 6 lbs per sheep. For the past 2 years the hoggets have averaged 6 lbs and the ewes 8 lbs.

GOVERNMENT VALUATION:
30.9.59

Impvts. £2,750 U.V. £10,090.

PASTORAL LANDS OFFICER'S REPORT:

The run is outstanding in its recovery from rabbits aided by topdressing, seeding and fencing. There is a real problem now with increase in matagouri with topdressing, but the lambs have improved. The use of cattle with the topdressing has allowed the hoggets to be wintered on the hill. The cattle are also run to control summer growth on the freehold.

Freehold:

1. At homestead - 225 acres ploughable.
Munro has renewed 70 acres since he took over.
There are 8 paddocks and it is used for grazing and hay only.
2. At Burkes Pass - 160 acres ploughable.
Grassed down including 16 acres lucerne yielding 1500 bales of hay and fattens lambs after hay.
Also saves 1400 bales meadow hay.
There are 6 paddocks.

Recommends that the property be held on Pastoral Lease on renewal at a rent of £185 based on:

<u>Flock</u>	<u>E.E.</u>
1250 Ewes	1250
300 Hoggets) two-	
100 rams and others) thirds	265
<u>1650 sheep</u>	<u>1515</u> E.E.
	215 E.E. less for T.D.
	<u>1300</u> E.E. @ £140 per 1000 E.E.
	= £182
	Plus 25 Br.cows
	@ £20 per 100 = <u>5</u>
	<u>£187</u>

3.

H.O. 8/8/57
D.O. SGR.297

COMMISSIONER OF
CROWN LANDS
COMMENTS:

Draws attention to the wide disparity between the rental of £185 recommended and the 1959 Roll U.V. of £10,090.

PLAN:

Enclosed.

~~CITIZEN PASTORAL
LANDS COMMISSION'S~~
RECOMMENDATION:

- (1) That pursuant to Section 145 of the Land Act 1948 surrender of SGR.297 be accepted as at 28.2.62.
- (2) That pursuant to Section 51(1)(d) of the Land Act 1948, 4092 acres 2 roods be classified as pastoral land.
- (3) That pursuant to Sections 54(1)(f) and 66 (3) of the Land Act 1948, 4092 acres 2 roods be allotted on pastoral lease to H.A. Linnro at an annual rental of £185, the term of the lease to commence from 1.7.62.
- (4) That pursuant to Section 66 (2) of the Land Act 1948 the maximum capacity of the run be fixed at 1650 sheep (including 1250 ewes) plus 10% but while worked with the freehold no objection to 2100 sheep (including 1650 breeding ewes) plus 10% and 60 breeding cows, the number of stock carried not to be increased above such figure without the prior written consent of the Commissioner of Crown Lands.

DECISION:

The Land Settlement Board on **12.4.61** resolved:

to approve the recommendation.

The Commissioner of Crown Lands,
CHRISTCHURCH
For your Information and action.


Director-General
14 MAR 1961

Received at 10 am on the 13th day of August 1895

NEW ZEALAND.

Crown Lands Form No. 33c.

Register-Book.

Vol 162 of 57

Application No. 4685.

Sale plan No. C.M.-60.



No. 45.

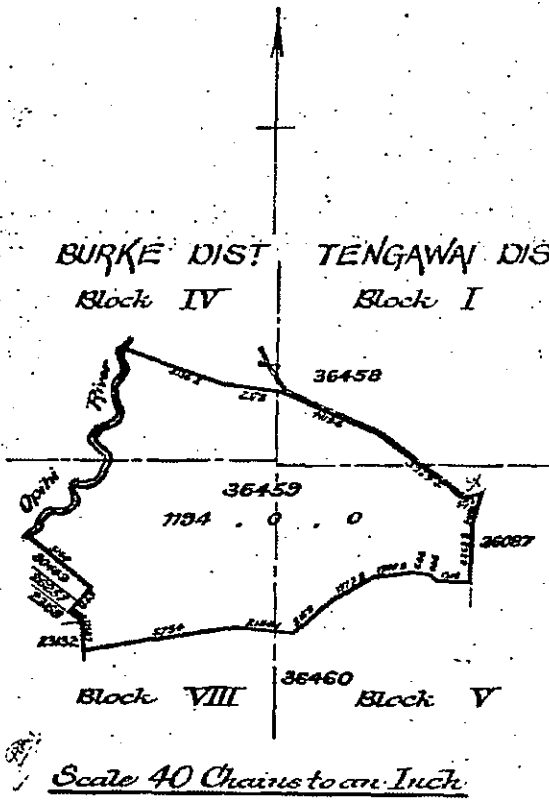
LEASE OF SMALL GRAZING-RUN.

CANCELLED

This Deed,

made the Eleventh day of October, 1894, between Her Majesty Queen Victoria (who, with Her heirs and successors, is and are herein referred to as "the lessor"), of the one part, and Malcolm McLeod, of Burkes Pass, in the Provincial District of Canterbury, Hotel Keeper (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 Crown lands containing by estimation One thousand one hundred and ninety-four acres, more or less, and being Run No. 45, in the Provincial District of Canterbury, in New Zealand, as the said land is delineated on the plan in the Crown Lands Office at Christchurch, 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, 1895, subject, however, to the covenants contained and expressed in sections sixty-one and sixty-two of "The Property Law Consolidation Act, 1863," 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 one hundred and seventy-seven of "The Land Act, 1892," 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 Her 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 sixty-nine pounds 13/- (£-69:13:0), 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 Christchurch 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 Land Act, 1892." And the lessee doth hereby, for his heirs, executors, administrators, and assigns, covenant with the lessor that he, the lessee, shall and will pay the yearly rent of sixty-nine pounds thirteen shillings (£-69:13:0), 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 Land Act, 1892," 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.



In witness whereof the Commissioner of Crown Lands for the Land District of Canterbury (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.

Image Quality due to Condition of Original

Signed by the Commissioner of Crown Lands for the Land District of Canterbury, on behalf of the lessor, in the presence of J. D. Wilson, District Engineer. Signed by the said Malcolm McLeod, in the presence of J. M. G. Guthrie, Occupation Post Master, Address Burkes Pass.



Malcolm McLeod, Lessee

I, Malcolm McLeod, of Burkes Pass, the above-named lessee, do hereby accept this lease of the above-described lands to be held by me as tenant, and subject to the conditions, restrictions, and covenants above set forth.

162/37

162/37

NEW ZEALAND.

Crown Lands Form No. 76.



Register-book,

Vol. 161 fol. 75

Application No 21152
Plan No G and N151

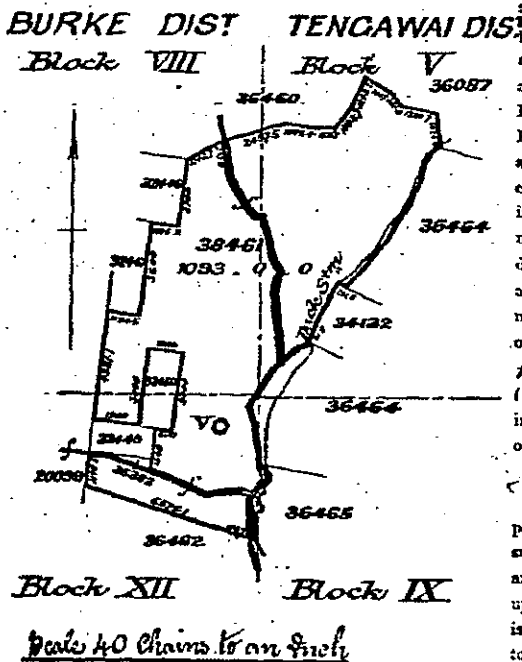
Canterbury LAND DISTRICT.

CANCELLED

LEASE IN PERPETUITY UNDER PART III. OF "THE LAND ACT, 1892."

No. 12

This Deed, made the Twenty fifth day of May 1893, between Her Majesty the Queen (who with her heirs and successors is hereinafter termed "the lessor"), of the one part, and Robert Guthrie of Banks' Pass in the Land District of Canterbury, in the said colony, Sheep Station Manager (hereinafter, with his executors, administrators, and permitted assigns, referred to as and included in the term "the lessee"), of the other part, witnesseth that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein 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 piece or parcel of land containing by admeasurement One thousand and one hundred and thirty three acres two roods perches, a little more or less, situate in the Land District of Canterbury aforesaid, and being Section numbered 36461 Block VIII. XII-V. IX Survey/District of Burke and Tengawai as the same is more particularly delineated and described in the plan drawn hereon, and therein coloured red in outline; together with the rights, easements, and appurtenances to the same belonging: To hold the said several premises intended to be hereby demised unto the lessee for the term of nine hundred and ninety-nine years and 18 months, commencing from the day of the date hereof and expiring on the First day of July which shall first ensue after the expiration of nine hundred and ninety-nine years from the 1st day of July next. Rents and paying therefor unto the Receiver of Land Revenue for the said District of Canterbury the annual rent of Fifty-four pounds thirteen shillings (£ 54-13 - -), payable half-yearly in advance on the 1st day of January and 1st day of July in each and every year during the said term, free from all deductions whatsoever. The first payment of such rent having been made, the next payment to become due to be made on the 1st day of January next.



And it is hereby declared and agreed that these presents are intended to take effect as a lease in perpetuity under Part III. of "The Land Act, 1892" and the provisions of that statute applicable to such leases; and, so far as the same apply to the term estate or interest hereby granted or created, and to the relations between the lessor and lessee from time to time, shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein: And it is hereby further declared that if any dispute or disagreement shall arise between the parties hereto touching the construction of these presents, or in anywise relating hereto, such dispute or disagreement shall be referred to arbitration in the manner set forth in section 79 of the said Act; and neither of the said parties shall take or cause to be taken any steps or proceedings to set aside or call in question any award or decision which may have been given upon any such reference as final.

In Witness whereof the Commissioner of Crown Lands for the Land District of Canterbury on behalf of the lessor, hath hereunto set his hand, and these presents have been also executed by the said lessee, the day and year first above written.

Image Quality due to Condition of Original

Signed by the said Commissioner, on behalf of the said lessor, in the presence of-

Name W. A. Cullen
Occupation Clerk

Signed by the above-named Robert Guthrie

as lessee, in the presence of-

Name Daniel Cuthbertson
Residence Banks Pass
Occupation Post master

W. Mackintosh
lessor

Robert Guthrie
lessee

161/75

161/75

161/75

4/10/1975

Date 25 May, 1893.

Her Majesty the Queen

Robert Bullen

Canterbury Land District.

LEASE

Of Section 361, Block VIII. XII. V. IX

North and Tongareva Survey District.

Under "The Land Act, 1892."

Nine hundred and ninety-nine years from

1st July, 1893.

Entered at 10 o'clock on the 19th day

of February, 1893.



Robert Bullen
District Land Registrar.

Sections 141 to 147 of "The Land Act, 1892."

Improvements.

144. Every selector of lands under this Part of this Act,

141. Res selected under commence in open or partly and thereafter

(1.) On 1 bu op (2.) On 1. But these who has acqu or by virtue o

142. TE or licenses re lands held u contiguous to such interval The Boa the commensu pnsory in cas women living or near relati

In case children, resi such childrer

143. P Board in the

(1.) Wh p n a p n

(2.) Wh s p h c

head by whom

freehold.

(3.) Residence on such selection or on such freehold, as

(4.) The Board, however, shall have a discretionary power to dispense with personal residence on sufficient and satisfactory grounds being shown for non-residence.

Memorandum

Department of Lands and Survey.
District Office, Christchurch, March 1st 1891.

To The District Land Registrar

Received 21 March 1891

161/75

Section 12. S.O. 56261.

I have to inform you that the above lease was terminated by the Land Board, at December 3. 1896

Frank B. Branda

Comptroller of Grounds

Sum of 10/6
25/1/65
1/10/1891

lease, as the

lease, to a he land; r lease, to a price of the

date of his per centum

the date of permanent ind, and on f every acre ditional in- ten shillings

so required as to his ful t of the land ration.

ferred pay- d Act, 1895," i the twenty- l ninety-one, lual lease of ch Act, shall tion twenty- in six years r shall bring y the herein- vely, and in rements of a the value of

its discretion ini monetary effected as in ances.

ns of section eighty-three, or on their being satisfied by a statutory declaration that the transferor is unable or not in a condition to make the im- provements on the land required by this Act, may sanction a transfer, either by way of mortgage or otherwise, of land other than cash land, or of any interest in such land, held under this Part of this Act, at any time after the first selection thereof, to any person not dis- qualified who shall make the declaration under the particular system under which the land is held, as given in the Schedules to this Act.

161/75

161/75



Revel of S.S.R. 53

NEW ZEALAND.

Shows Land Your No. 23c

Register-Book

Image Quality due to Condition of Original

Vol. 322 Pt. 158



No. 172

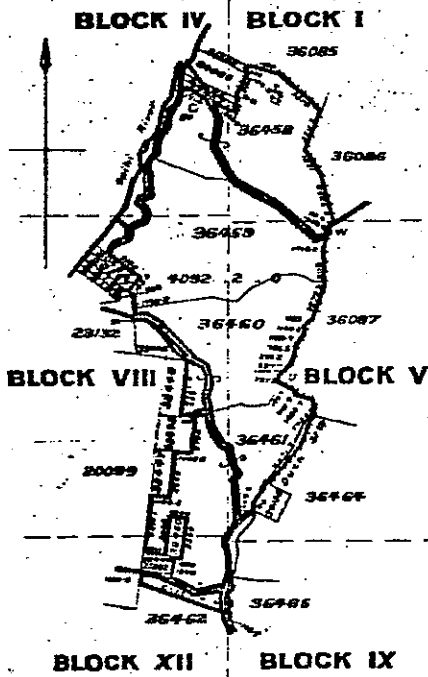
LEASE OF SMALL GRAZING-RUN UNDER THE LAND ACT, 1908.

CANCELLED

This Deed,

made the FIRST day of MARCH, 1920, 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 ARTHUR GEORGE HALDER, STEEPFARMER (who with His executors, administrators, and assigns is hereinafter referred to as "the lessee") of the other part.

BURKE DIST TENGAWAI DIST



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 Crown lands containing by estimation FOUR THOUSAND AND SIXTY TWO (4092) ACRES TWO (2) BLOCKS containing by estimation

District of CANTERBURY, in the Dominion of New Zealand, as the said land is delineated on the plan in the Crown Lands Office at CHRISTCHURCH

and also on the plan drawn in the margin hereof and bordered red 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, 1920, 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 thirteen of the Land Act, 1908, 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: (nothing and paying therefor unto the lessor, during the continuance of such term, the annual rent of TWO HUNDRED AND SIXTY POUNDS (£ 260 : 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 CHRISTCHURCH 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 Land Act, 1908. And the lessee doth hereby, for His heirs, executors, administrators, and assigns, covenant with the lessor that he, the lessee, shall and will pay the yearly rent of TWO HUNDRED AND SIXTY POUNDS (£ 260 : 0 : 0), 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 Land Act, 1908, 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.

In witness whereof the Commissioner of Crown Lands for the Land District of CANTERBURY (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.



Signed by HENRY DOUGLAS MORPHEE HAZARD the Commissioner of Crown Lands for the Land District of CANTERBURY on behalf of the lessor, in the presence of

Witnesses: J. G. Fairlie, Arthur George Halder

Signed by the said ARTHUR GEORGE HALDER

Witnesses: R. G. Fairlie, Arthur George Halder

Signed by H. D. Hazard, Commissioner of Crown Lands

Signed by Arthur George Halder

above-named lessee, do hereby accept this lease of the above-described lands to be held by me as tenant, and subject to the conditions, restrictions, and covenants above set forth.

322/158

322/158

322/158

No. 171

Correct for the purposes of the Land Transfer Act.

Mortgage 123343 produced 5 August 1921

George Holder to Robert... Date 1st MARCH 1920. DISCHARGED 28-9-1927

Transfer 114-2068 produced 5 August 1921 at 10.50 am Arthur George Holder to John Morris Annett of Fairlie Chief Officer

Increase of Principal Term of Mortgage 159103 produced 20 December 1927 at 11.57 am

Mortgage 123344 produced 5 August 1921

John Morris Annett to Robert... DISCHARGED 28-9-1927

LEASE

John Morris Annett Augustus Lucy Annett his wife and Charles William Annett of Trade Traders Land District of CANTERBURY

Mortgage 124469 produced 17 October 1921 at 11.23 am John Morris Annett to National Mortgage and Agency Company of New Zealand Limited

Mortgage 172012 produced 31 January 1921 at 10.10 am John Morris Annett Augustus Lucy Annett and Charles William Annett to the Twenty-one years from 1st March, 1920.

Mortgage 123227 of Mortgage 123344 produced 23 July 1922 at 11.20 am

George Holder to Edward Bruce... DISCHARGED 1922 at 11.20 am

Mortgage 137421 of Mortgage 123344 produced 16 July 1924 at 10.45 am Arthur George Holder to Thomas Heath

James Henry Halder as executor. Entered 16 June 1925 at 2.10 pm



Mortgage 157414 produced 10 November 1924 at 10.22 am John Morris Annett Augustus Lucy Annett and Charles William Annett to the Union Bank of Australia Limited

K.11161 produced the 29 July 1935 at 9.00 am Order of Assignment under the Mortgagees and Landlord Rehabilitation Act, 1926. affecting the with lease and mortgages 159103 and 157414

Mortgage 159103 produced 28 September 1927 at 10.5 pm John Morris Annett to the State Advances Superintendent

New lease issued - see Vol 465 folio 73

Mortgage 159104 produced 28 September 1927 at 10.5 am John Morris Annett to Edith Mary Halder and James Henry Halder

Mortgage 159105 of Mortgage 159104 produced 28 September 1927 at 10.5 am Edith Mary Halder and James Henry Halder to Thomas Heath, Edward Burns and Edward Burns Moore

Mortgage 159106 produced 28 September 1927 at 10.5 am John Morris Annett to the National Mortgage and Agency Company of New Zealand Limited

322/158

REFERENCE

Renewal of S.O.R. No. 171
Volume 322 folio 158.



NEW ZEALAND.

CANCELLED

(Lands Form R. 4
Register Book.

Fol. 1465 Fol. 73

No. 297.

LEASE OF SMALL GRAZING-RUN.

Under the Land Act, 1924.

This Lease,

dated the Fourteenth day of August, 1940, 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 CHARLES WILLIAM ANNETT of Fairlie, Farmer

JOHN MORRIS ANNETT of Fairlie, Sheepfarmer and AUGUSTA LUCY ANNETT wife of the said John Morris Annett Canterbury (who,

with their executors, administrators, and assigns, are 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 Four thousand and ninety two (4,092) acres two (2) roods

more or less, and being Rural Sections 36458, 36459, 36460 and 36461 Blocks IV.VIII and XII Burke Survey District and Blocks I.V. and IX Tengawai Survey District, in the Land District of Canterbury

for diagram see back

in the Dominion of New Zealand, as the said land is delineated on the plan in the Lands and Survey Office at Christchurch

and also on the plan drawn in the margin hereof and bordered red; 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 lessees for the term of twenty-one years, computed from the first day of March, 1941, 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 lessees 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 those presents, or otherwise howsoever: Holding and paying therefor

unto the lessor, during the continuance of such term, the annual rent of One hundred and fifty two pounds (£ 152 : 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 being due on the 1st March 1941

being due to the Receiver of Land Revenue at Christchurch on behalf of the lessor, the next to become due and be made on the first day of September 1941 in the manner required by the said Act. And the lessees doth hereby, for their heirs, executors, administrators, and assigns, covenant with the lessor that they, the lessees, shall and will pay the yearly rent of One hundred and fifty two pounds (£ 152 : 0 : 0),

herebefore 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 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 lessees in respect of the land and premises hereby demised.

In witness whereof the Commissioner of Crown Lands for the Land District of Canterbury (in pursuance of the authority vested in him by the said Act), for and on behalf of the lessor, and the lessees, have hereunto set their hands.

Signed by: NORMAN CHARLES KENSINGTON

the Commissioner of Crown Lands for the Land District of Canterbury on behalf of the lessor, in the presence of

Witness: L. E. Spence
Occupation: Chief Clerk, Lands Office
Address: Christchurch

Signed by the said CHARLES WILLIAM ANNETT, JOHN MORRIS ANNETT AND AUGUSTA LUCY ANNETT

in the presence of R. B. Barney
Witness: R. B. Barney
Occupation: Postmaster
Address: Fairlie

N. C. Kensington
Commissioner of Crown Lands.

C. W. Annett

J. M. Annett

A. L. Annett

Image Quality due to Condition of Original

7

Mortgage 159103 produced 27th September 1927 at 10.50 am
John Morris Annett to the State Advancer
Concession of 1/2% interest

Increase of principal on 1st
Mortgage 159103 produced 27th
September 1927 at 11.57 am

No. 297.
Dated 14th August 1940.

Correct for the purposes of the Land Transfer Act.

K. 11161
July 1936 produced the 29th day of July 1936 at 7.30 am
Order of Adjustment under the Mortgage and Lessees Rehabilitation Act, 1935, affecting Mortgage 159103

His Majesty the King

to CHARLES WILLIAM ANNETT, JOHN MORRIS ANNETT AND AUGUSTA LUCY ANNETT

C. W. Annett
J. Morris Annett
A. L. Annett
Lessees.

Pastoral lease Volume 529 Folio 234 issued for the within land - 14/8/1963 at 1.45 pm
Annett

LEASE

Variation of the terms of Mortgage 159103 produced 17th September 1927 at 11.10 am
Of New No. Rural Sections 36458, 36459 etc
Land District of Canterbury

Under the Land Act, 1924.

Assignment 22170 to be abovenamed
John Morris Annett entered 27 February 1928 at 11.12 am

Twenty-one years from 1st March, 19 41.

Entered at 2.16 o'clock on the 11th day of April 1941

Transfer 28257b produced 27 February 1928 at 11.15 am John Morris Annett to be said John Morris Annett as to 1/3 share and to Mary Lucy Benjamin of Auckland Chartered Woman and Lucy Elizabeth Annett of Invercargill, as to 1/3 share and to the said John Morris Annett and the said Mary Lucy Benjamin, as to 1/3 share

346225 Transfer the above properties to Peter Philip Hudson of Auckland
346236 Mortgage Peter Philip Hudson to Wright Stephenson Thomas Finance and Investment Co. Ltd. 18.5.1937

DISCHARGED

403114 Transfer Peter Philip Hudson to Auestan Alexander Munro of Fairlie Shepherds produced 18 August 1954 at 12.15 pm

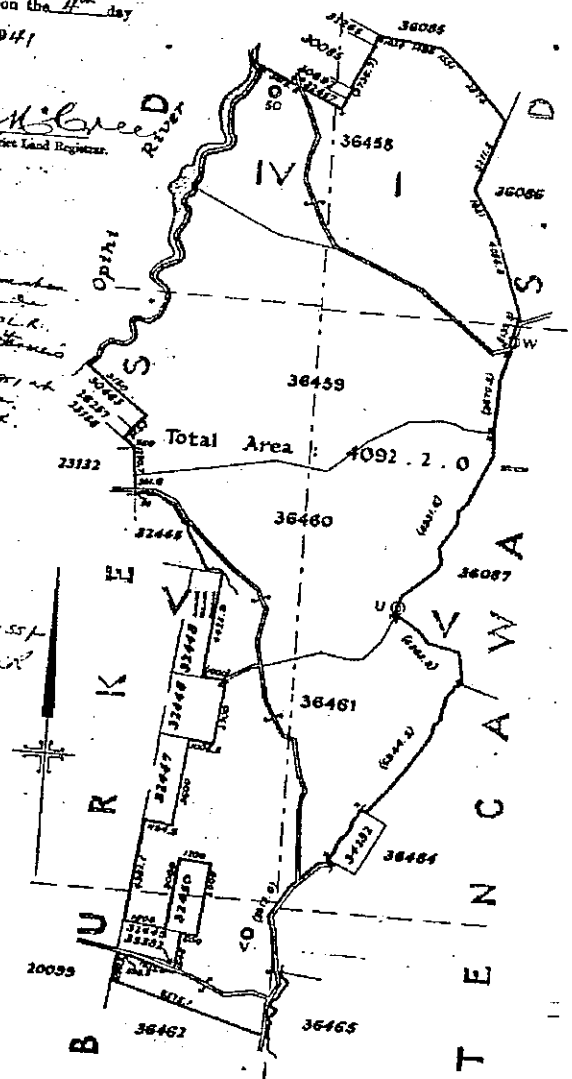
403593 Mortgage Auestan Alexander Munro to The Mutual Life and Citizens Assurance Company Limited Produced 55 August 1954 at 11.55 am

422742 Discharge of Mortgage 232035 and the joint interest (£4285) of Donald Dunstan McPhyrie, William Lane McPhyrie and Jan Roderrick McPhyrie produced 16 September 1956 at 2.37 pm

Variation of the terms of Mortgage 403593 produced 24th day of October 1954 at 2.02 pm
Grant of Easement under Section 422742

Variation of the terms of Mortgage 403593 produced 24th day of October 1954 at 2.02 pm

568807 Change of appellation whereby the of the within land is changed to No. 428 Area produced this 14th day of June 1962 at 1.45 pm

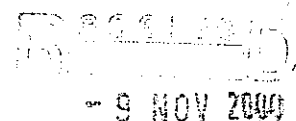


Scale : 40 chains = 1 inch

Other information

NOTICE OF RATING VALUATION

by: **MACKENZIE DISTRICT COUNCIL**



 RECEIVED

 9 NOV 2000

Local Authorities use information contained in the district valuation roll to levy rates. This notice details information on your property that is contained in the district valuation roll of MacKenzie District Council. Previously, the district valuation roll was maintained by the Valuation Department. However, the Rating Valuations Act 1998 now obliges Councils to maintain the valuation rolls but allows them to choose their valuation service provider.

The Valuer-General regulates the maintenance of district valuation rolls to ensure that they meet the minimum standards set out in the Rating Valuations Act, the Rating Valuations Regulations and rules of the Valuer-General.

Land Information New Zealand
 P O Box 564
 Timaru 8615

This notice of valuation has been issued as a result of a **General Revaluation**.

MacKenzie District Council has contracted Quotable Value New Zealand to carry out this work.

If you wish to discuss this valuation write to:

Quotable Value New Zealand Ltd, PO Box 6, Timaru.

Or telephone (03) 688 3139, or call toll free on 0800 QUOTABLE (0800 786822).

Please quote the following valuation reference number in all correspondence:

25300 1300

PROPERTY VALUE

Property value as at 01 September 2000, being the date of the latest revaluation of MacKenzie District Council:

Land Value	\$520,000
Value of Improvements	\$110,000
Capital Value	\$630,000

An explanation of the terms Land Value, Value of Improvements, and Capital Value is provided overleaf.

PROPERTY DETAILS

Property Address: 0 SHWAY 8
Owner's Name: Land Information New Zealand
Occupier's Name(s): Munro A L Family Trust
Nature of Improvements: FENCING, OTHER IMPROVEMENTS
Area of Land: 1655.9736 hectares
Legal Description: P90 RUN 295 AIRIES BLKS IV VIII XII BURKE SD BLKS V IX
 TENGA, WAI SD

SPECIAL RATING AREAS

This property comes with a special rating area for purposes such as drainage, river or pest control, or may be within an area of national interest, as shown below:

CODE	SCHEME NAME	CODE	SCHEME NAME
414	CRC-OPIHI RIVER DIST	414	CRC-OPIHI RIVER DIST

OBJECTION DATE

Objections must be lodged no later than **13 December 2000**. Refer overleaf for details on the objection procedure.

FURTHER INFORMATION

Please refer overleaf of page 1 for an explanation of terms used in this notice, and answers to commonly asked questions including the objection procedure. If you are in need of more assistance, contact the office shown at the top of this notice.



A division of Quotable Value New Zealand

**Appendix B – Land Status Report
(Certified Correct by Chief Surveyor)**

**Q.V. VALUATIONS
CHRISTCHURCH OFFICE**

APPENDIX B

Project Number : QVV 226

This report has been prepared on the instruction of Land Information New Zealand in terms of **Contract No : 50272 (as yet undated)** and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

LAND STATUS REPORT for Airies Tenure Review				LIPS Ref: 12707	
Property	1	of	1		

Land District	Canterbury
Legal Description	Run 295, situated in Blocks IV, VIII and XII, Burke and I, V and IX, Tengawai Survey Districts.
Area	1655.9736 hectares.
Status	Crown land subject to the Land Act 1948.
Instrument of lease	Pastoral Lease CL CB529/234 pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal No. A133331.1.
Encumbrances	Subject to: 1) Part IVA of the Conservation Act 1987, upon disposition. 2) 835178 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 and subsequent Variation. 3) 233554.1 Land Improvement Agreement pursuant to Section 30A of the Soil Conservation and Rivers Control Act 1941.
Statute	Land Act 1948 and Crown Pastoral Land Act 1998.

Form Correct as at	9 January 2002.
[Certification Attached]	Yes

Prepared by	Don McGregor
Crown Accredited Supplier	McGregor Property Services Limited, Christchurch for and on behalf of Q.V. Valuations

Certification:

Pursuant to section 11(1)(f) of the Survey Act 1986 and acting under delegated authority of the Surveyor – General pursuant to section 11(2) of that act, I hereby certify that the land described above is Crown Land subject to the Land Act 1948.

R. Moulton

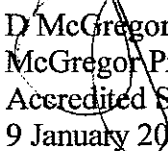
Date: 17/1/2002

.....
R Moulton, Chief Surveyor
Land Information New Zealand, Christchurch

CERTIFICATION

Report to the Chief Surveyor, Christchurch, for certification of Status Investigation for the AIRIES Pastoral Lease Tenure Review.

1. I, Donald McGregor of McGregor Property Services Limited, acting for and on behalf of Opus International Consultants Limited, certify that the status report enclosed for certification is in order for signature.
2. In giving this certification I, Donald McGregor of McGregor Property Services Limited, acting for and on behalf of Q.V. Valuations, undertake that the status report has been completed in compliance with all relevant policy instructions and in particular, OSG Standard 1999/05 and the Regulatory Chiefs' Land Status Investigations Guidelines 1999/01.



D McGregor
McGregor Property Services Limited
Accredited Supplier
9 January 2002



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



Historical Search Copy

R.W. Muir
Registrar-General
of Land

Identifier CB529/234
Land Registration District Canterbury
Date Registered 04 August 1963 01:48 pm

Prior References
CB465/73

Type	Lease under s83 Land Act 1948 - 1/2 share		
Area	1655.9736 hectares more or less	Term	Thirty three years commencing on the first day of July 1962 and extended for 33 years commencing on 1.1.1995

Legal Description Run 295

Original Proprietors

Christopher Reginald Joyce, Lucy Lilian Munro and William Herbert Bruce Mitchell as to a 1/2 share
Alastair Leonard Munro as to a 1/4 share
Lucy Lilian Munro as to a 1/4 share

Interests

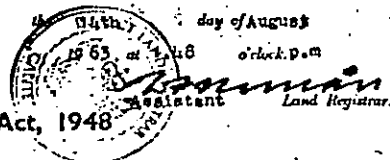
Subject to the provisions of Section 58 Land Act 1948
835178 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 - 28.6.1971 at 9.30 am and varied 28.8.1980 at 9.02 am
869579 Statutory Land Charge pursuant to Section 6 Rural Housing Act 1939 - 6.6.1972 at 11.45 am
233554.1 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 5.7.1979 at 9.34 am
976847.6 Mortgage to Wrightson Farmers Finance Limited - 4.2.1992 at 11.56 am
A133331.1 Variation of the within lease and extension of the term for 33 years commencing on 1.1.1995 - 8.9.1994 at 11.55 am

NEW ZEALAND

Entered in the Register-book, Vol. 529 fol. 234

Linked as a Renewal of former Exchange for Lease
Former Reference
Registered in Vol. 225 fol. 75

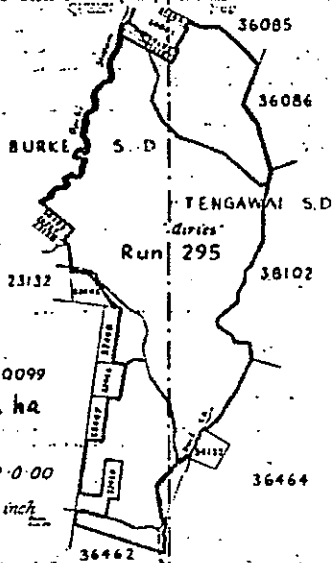
LAND DISTRICT



Pastoral Lease of Pastoral Land under the Land Act, 1948

NoP 5c

This Deed, made the _____ day of _____, one thousand nine hundred and _____, between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and _____ of the other part, and _____ (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 Four thousand and thirty-two _____ acres, roads and _____ perches, a little more or less, situated in the Land District of _____ and being Ran 235 "Aries" situated in Blocks IV, VIII, XII Burke Survey District and Blocks I, V and IX Tengawai Survey District, Mackenzie County



METRIC AREA:— 20099
1655.9736 ha
Total Area: 4092.000
Scale: 1 mile to an inch
S.O. 112/1117

(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 _____, one thousand nine hundred and _____, together with the period between the date of this lease and the aforesaid first day of _____ 1958. 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 Canterbury the clear annual rent of _____ (£ 155.00.0) 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 _____ pounds _____ shillings and _____ pence (£ _____) on the 1st day of January and 1st day of July in each year in the same manner as rent.

- Subject to the provisions of Section 58 of the Land Act 1948 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 herebefore reserved at the times and in the manner herebefore named in this 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 bona fide 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 _____ (hereinafter referred to as "the Commissioner") cut and trim all live fences and hedges, clear and keep clear the said land of all noxious weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1928.
 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 Rabbit Nuisance Act, 1928.
 7. THAT the Lessee will clean and clear from weeds and keep open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; 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 to 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 forenoon 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, sell, 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 consent 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, 1928, 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 duties shall at all times avoid undue disturbance of the Lessee's stock.
 13. See back thereof

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 20 yards of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any buildings: S.O. 112/1117
- (c) THAT upon the expiration or effluxion of time of the term hereby granted and thereafter at 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 66 (3) of the Land Act, 1948, a new lease of the land hereby leased at a rent to be determined in the manner provided 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 provisions ancillary or in relation thereto.

529/234

130

529/234

OK to sign when the lease is new into hand just fine

- (4) THAT the Lessee shall have no right of acquiring the fee-simple of the said land.
- (4) 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) Cultivate any portion of the said land for the purpose of growing winter food for the stock depastured thereon;
 - (b) Crop such area of the said land as is sufficient 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 felling and burning bush or scrub and sow the land so cleared in grass;
 - (e) Pasture now 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 grass to the satisfaction of the Commissioner.
- (5) THAT the Lessee shall exercise due care in stocking the said land and shall not overstock; and for the purpose of this clause it is hereby mutually declared and agreed between the said 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 a sheep-to-a-haia-of-a-cow of one for a dry sheep and of one and a half for breeding ewes.
- (6) 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 Lessee, then the Land Settlement Board may, subject to the provisions of section 114 of the Land Act, 1916, 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.
- (7) THAT these presents are intended to take effect as a pastoral lease under the Land Act, 1916, 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.
- (8) That pursuant to Section 58 of the Land Act 1948 a list of land area which is in the hands of all players and others which have a average width of not less than 17 feet is attached to this lease.

IMPROVEMENTS BELONGING TO THE CROWN AND BEING FORWARDED BY THE LESSEE

In witness whereof the Commissioner of Crown Lands for the Land District of ... on behalf of the Lessor, 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 Lessor, in the presence of—

Witness: [Signature]
 Occupation: Deputy Land & Survey Officer
 Address: [Address]

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

Witness: [Signature]
 Occupation: Guarantor
 Address: [Address]

[Signature]
 Assistant Commissioner of Crown Lands

[Signature]
 Lessee

13. That without derogating from or restricting the covenants contained in Clause Four hereof and on the part of the Lessee to be performed or complied with the Lessee will not at any time during the said term of years on the Land more than 1215 sheep which may be included not more than 1375 breeding ewes nor more than 25 breeding cows PROVIDED HOWEVER that the Lessee may with the prior consent of the Board carry such additional stock on such terms and conditions as may be therein specified subject nevertheless to the right of the Board to revoke or vary such consent at any time.

Subject to Section 58 of the Land Act 1948

Mortgage 402593 to The Mutual Life and Citizens Assurance Company Limited - 25.8.1954 at 11.53 a.m. as varied by two Memoranda of Variation registered subsequently A.L.R.

Invest 432748 by Her Majesty the Queen acting through and by the Soil Conservation and Rivers Control Council - 8.3.1956 at 1.55 p.m. A.L.R.

Mortgage 824303 to The Advances Corporation 8.3.1974 at 11.50 a.m. DISCHARGED 10/4/FEB/1992

No 935773 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 - 28.6.1971 at 9.30 a.m.

Mortgage 607640 to The Mutual Life and Citizens Assurance Company Limited - 27.6.1953 at 11.55 a.m. A.L.R.

No. 655736 Evidence that the correct name of the Lessee is Hugh Alexander Mann - Entered 23/1/1965 at 2.24 pm

Mortgage 655937 to The Mutual Life and Citizens Assurance Company Limited - 23/1/1965 at 2.26 pm

Transfer 786287 of a Share to Alastair Leonard Munro of Burkes Pass Farm - 27/1/1970 at 10 am

No 869579 Statutory Land Change under the Rural Housing Act 1939 - 6.6.1972 at 11.45 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 1952.

Mortgage 1763715 to The Rural Banking and Finance Corporation of New Zealand - 28.11.1974 at 9.40 a.m. A.L.R.

Mortgage 1763714 to The Canterbury Farmers Co-operative Association Limited - 28.11.1974 at 9.43 a.m. A.L.R.

LAND & DEEDS	
Title:	655937
From:	CCL
Date:	14 AUG 1953
Time:	1.55 pm
Fees:	1.50
Abstract No.:	4691

Variation of Mortgage 655937 22.10.1970 at 2.30 pm

Mortgage 95687/3 to The South British Life Assurance Company Limited - 31.8.1976 at 9.54 am.

DISCHARGED
04 FEB 1992

No. 95687/4 Memorandum of Priority making Mortgage 95687/3 first mortgage and Mortgage 824303 second mortgage - 31.8.1976 at 9.54 am.

Variation of Mortgage 95687/4 - 31.8.1976 at 9.55 am.

No. 95687/4 Memorandum of Priority making Mortgage 95687/3 first mortgage, Mortgage 824303 second mortgage, Improvement agreement 835178 third charge, charge 869579 fourth charge and Mortgage 17637/5 fifth mortgage - 31.8.1976 at 9.54 a.m.

A.L.R.

Variation of Mortgage 17637/5 - 31.8.1976 at 9.54 am.

No. 155537/1 Memorandum of Priority making mortgage 95687/3 first mortgage, mortgage 824303 second mortgage, No. 835178 as third charge, No. 869579 as fourth charge, and No. 17637/5 as fifth charge - 14.11.1977 at 10.12 am.

A.L.R.

No 233554/1 Land Improvement Agreement under Section 30A of the Soil Conservation and River Control Act 1941 - 5.7.1979 at 9.34 am.

of his share, Hugh Alexander Munro for A.L.R. Transfer 269073/1, to Christopher Reginald Joyce, of Timaru, Chartered Accountant, Lucy Lilian Munro of Burkes Pass, Married Woman and William Herbert Bruce Mitchell of Timaru, Manager - 3-4-1980 at 10.27a.m.

A.L.R.

Variation of Mortgage 95687/3 - 3-4-1980 at 10.28a.m.

Variation of Mortgage 824303 - 3-4-1980 at 10.28a.m.

A.L.R.

No. 280539/1 Land Improvement Agreement under Section 30 Soil Conservation and Rivers Control Act 1941 - 28.8.1980 at 9.02 am.

A.L.R.

Variation of Land Improvement Agreement 835178 - 28.8.1980 at 9.02 am.

A.L.R.

Variation of Mortgage 824303 - 26-9-1980 at 10.10a.m.

Mortgage 343241/1 to The Royal Banking and Finance Corporation - 10.10.1980 at 10.10a.m.

A.L.R.

Variation of Mortgage 824303 - 6-7-1982 at 9.40a.m.

A.L.R.

Variation of Mortgage 824303 - 7.8.1984 at 9.34 a.m.

Signature

A.L.R.

~~Transfer 537539/1 of a one half share to Alastair Leonard Munro, Farmer and Lucy Lilian Munro, Married Woman, both of Burkes Pass, ENTERED IN ERROR as tenants in common in equal shares - 26.3.1985 at 9.34a.m.~~

Transfer 537539/1 of the one-half share of Alastair Leonard Munro to Alastair Leonard Munro, Farmer and Lucy Lilian Munro, Married Woman, both of Burkes Pass, as tenants in common in equal shares - 26.3.1985 at 9.34a.m.

Mortgage 761141/1 to The Royal Banking and Finance Corporation - 10.10.1980 at 9.56am

DISCHARGED
04 FEB 1992

A.L.R.

The above discharge of mortgage 343241/1 has not been endorsed on the outstanding copy of mortgage 343241/1 production having been dispensed with in terms of Section 111 Land Transfer Act 1952

A.L.R.

Mortgage 976847/6 to Wrightson Farmers Finance Limited - 4.2.1992 at 11.56am

A.L.R.

No. A133331/1 variation of the within lease and extension of the term for 33 years commencing on 1.1.1995 - 8.9.1994 at 11.55am

Signature

A.L.R.

MEMORANDUM OF RENEWAL

BETWEEN HER MAJESTY THE QUEEN

Lessor

A N D ALASTAIR LEONARD MUNRO,
CHRISTOPHER REGINALD
JOYCE, LUCY LILIAN MUNRO
and WILLIAM HERBERT BRUCE
MITCHELL

Lessee

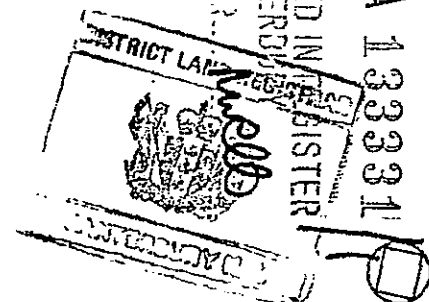
Particulars entered in the Registrar
on date and at the time recorded
below

District/Assistant Land Registrar

LAND CORPORATION LIMITED
TIMARU

REGISTER

11.55 08.SEP94 A 133331
PARTICULARS ENTERED IN
LAND REGISTRY CANTERBURY
ASST. LAND REGISTRAR



A 133331.1 VL

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

AND

IN THE MATTER of Pastoral Lease No. P90
registered in Volume 529,
folio 234 Canterbury Land
Registry, from HER
MAJESTY THE QUEEN to
ALASTAIR LEONARD
MUNRO of Burkes Pass,
Farmer, CHRISTOPHER
REGINALD JOYCE of
Timaru, Chartered
Accountant, LUCY LILIAN
MUNRO of Burkes Pass,
Married Woman and
WILLIAM HERBERT
BRUCE MITCHELL of
Timaru, Manager.

Pursuant to Section 170 of the Land Act 1948 the term of the abovementioned lease registered in Volume 529, folio 234, Canterbury Land Registry, is renewed for a term of 33 years commencing on the 1st day of July 1995. 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 Land Corporation Limited at Christchurch the annual rent of \$2,250 calculated on a Rental Value of \$150,000 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 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

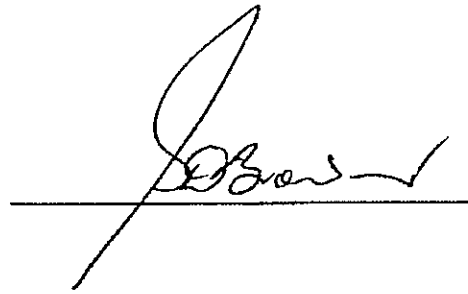
30th day of

August.

1994.

A.

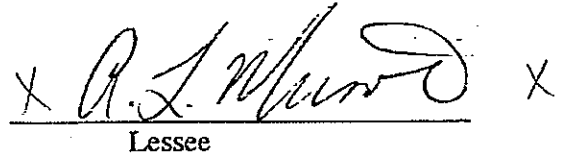
SIGNED for and on behalf of)
HER MAJESTY THE QUEEN)
by The Commissioner of Crown Lands)
in the presence of:)



A handwritten signature in black ink, appearing to be 'J. Bullen', written over a horizontal line.

Witness: J. Bullen
Occupation: Pastoral administration officer
Department of Survey and Land Information
Address: Wellington

SIGNED by the said ALASTAIR)
LEONARD MUNRO as lessee in the)
presence of:)

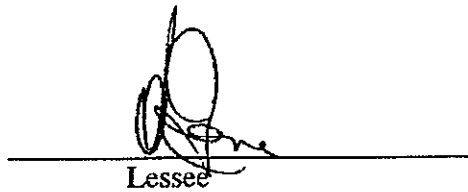


A handwritten signature in black ink, appearing to be 'A. L. Munro', written over a horizontal line. The signature is flanked by 'X' marks on both sides.

Lessee

Witness: [Signature]
Occupation: secretary
Address: [Signature]

SIGNED by the said CHRISTOPHER)
REGINALD JOYCE as lessee in the)
presence of:)



A handwritten signature in black ink, appearing to be 'C. R. Joyce', written over a horizontal line.

Lessee

Witness: [Signature]
Occupation: secretary
Address: [Signature]

SIGNED by the said LUCY LILIAN)
MUNRO as lessee in the presence of:)

Lucy L Munro)
Lessee

Witness: [Signature]

Occupation: solvent

Address: [Signature]

SIGNED by the said WILLIAM)
HERBERT BRUCE MITCHELL as)
lessee in the presence of:)

Witness: [Signature]

Occupation: solvent

Address: [Signature]

[Signature]

Correct for Purposes of Land Transfer Act

[Signature] Solicitor for Lessee

835178

Land Improvement Agreement

Particulars entered in the mortgage
Vol. 629 with 234, 529/139, 80/120,
80/209, 225/260, 156/192, 510/65
5A/728, 106/210

9.30 am

[Signature]
Land Improvement
Cost

No. 87803/5
87803/3
2/7/1976 at 9.36 am
Effects Cert. 106/194, 5A/728
510/139, 106/210, 510/65

95687/4
95687/3
18.1976 at 9.54
(Effects 5A/234)

155587/1
95687/3
14.11.1971 at 10.12
Effects 5A/234

Discharged as to Certificates of Title 226/260 and
156/192 - 19-9-1979 at 9.11a.m.

Variation - 28.8.1980 at 9.02 am.

[Signature] for A.L.R.
[Signature] for A.L.R.



MWO_0018750

LAND & DEEDS
AGREEMENT
SUBMITTAL
28 JUN 1971
Time: 9.30
Fee: —
Abstract No. 430

20000

THIS AGREEMENT made the *ninth* day of *June* 1971

BETWEEN the South Canterbury Catchment Board duly constituted under the Soil Conservation and Rivers Control Act 1941 (hereinafter called "the Board") of the one part and HUGH ALEXANDER MUNRO AND ALASTAIR LEONARD MUNRO - "AIRIES," BURKES PASS, FALSBURGH hereinafter with his executors, administrators and assigns called "the Owner") of the other part

WHEREAS the Owner is the owner/lessee of that parcel of land described in the First Schedule hereto (hereinafter referred to as "the said land").

AND WHEREAS it has been agreed by and between the Owner and the Board that certain works described in the Conservation Plan set out in the Second Schedule hereto (hereinafter called "the works") be carried out for the control of erosion and the conservation of the soil on the said land and also to facilitate greater production on the said land AND WHEREAS the Board has agreed pursuant to Section 30 of the Soil Conservation and Rivers Control Act 1941 to make certain grants by way of subsidy to the Owner in respect of the works

AND WHEREAS the parties hereto desire to enter into a Land Improvement Agreement under subsection (3) of Section 30 and under Section 30A of the Soil Conservation and Rivers Control Act 1941

AND WHEREAS the terms of this agreement as hereinafter set out have been approved by the Soil Conservation and Rivers Control Council

NOW THEREFORE the parties hereto do hereby covenant and agree one with the other as follows:

1. IN consideration of the premises and of the covenants hereinafter contained and on the part of the Board to be observed and performed the owner will during the next three years carry out the works in accordance with the Conservation Plan and the Specifications described therein.

2. IN consideration of the premises and of the covenants hereinafter contained and on the part of the Owner to be observed and performed the Board will at its own expense subsidise the work carried out by the Owner in accordance with the Conservation Plan set out in the Second Schedule hereto and according to the Specifications therein in the proportions described in the aforementioned Conservation Plan.

3. UPON completion of any item of work referred to in the Second Schedule to the satisfaction of the Board the Board shall pay to the Owner the subsidy shown therein as payable in respect of that item.

4. THE Owner shall keep and maintain in good condition to the satisfaction of the Board the works and the areas affected by the Conservation Plan, ~~for the term of this agreement and shall be~~
~~for a period of xxxxxxxx years after the completion of the works~~

H. A. M.

A. R. M.

ADY

J. H.

5. THE Owner shall when required supply all necessary information and data to the Board to enable it to compile grazing and production records of the said land as a means of evaluating the benefit derived from the Conservation Plan.

6. IT is agreed by the parties hereto that the Conservation Plan may be modified from time to time by agreement in writing between the parties.

7. THE Owner shall and will grant full power and authority to the Board, its Soil Conservators, Surveyors, Engineers, Employees, Workmen, Agents, Servants and Invitees with or without horses, carts, motor cars, trucks and other vehicles from time to time and at all times during the period of this Agreement to enter and remain upon such portions of the said land as may be necessary for the purpose of inspecting the progress and observing the results of the works and measures specified in the Conservation Plan or of carrying out any tests, surveys, bores or other works in connection with the Conservation Plan.

8. IF the Owner shall make default in the observance or performance of any covenant on his part hereinbefore contained and such default shall continue for a period of fourteen days after written notice thereof has been served on the Owner by the Board setting out the nature of such default and requiring the Owner to remedy the same then the Owner shall within seven days of demand being made on him by the Board pay to the Board the amount expended by the Board on the works up to the date of such default and such amount shall be recoverable by the Board in accordance with the provisions of Section 30A of the Soil Conservation and Rivers Control Act 1941.

9. IT is hereby agreed by and between the parties that this Agreement if a Land Improvement Agreement under subsection (3) of Section 30 of the Soil Conservation and Rivers Control Act 1941 and that all the provisions of Section 30A of that Act shall apply to this Agreement.

*H.O.M.
A.L.M.*

[Large diagonal scribble]

- 3 -

THE FIRST SCHEDULE

Run 295, "Aeries" situated in Blocks IV, VIII, XII Burke S.D. and Blocks I, V and IX Tengawai S.D. Area 4,092 acs 0 r 0 p
Registered in Volume 529 Folio 234.

R.S. 32828, 34610 and 34811 Block IV Burke S.D. Area 204.1 r 0 p
Registered in Volume 543 Folio 139.

R.S. 28610 Blocks IV & VIII Burke S.D. Area 120 acs 0 r 0 p
Registered in Volume 80 Folio 122.

B.S. 28807 Block IV Burke S.D. Area 50 acs 0 r 05 p
Registered in Volume 80 Folio 209

Lot 3 D.P. 735 R.S. 6285 Block VIII Burke S.D. Area 0 ac. 1 r 15 p
Registered in Volume 226 Folio 260

Lot 4 D.P. 735 R.S. 6285 Block VIII Burke S.D. Area 0 ac. 0 r 39.7 p
Registered in Volume 156 Folio 192

R.S. 30085, 30692, 31265 and 32457 Block IV Burke S.D. and Block 1 Tengawai S.D. Area 140 acs 0 r 0 p
Registered in Volume 510 Folio 6

R.S. 32449 and 32450 Blocks VIII & XII Burke S.D. Area 64 acs 0 r 8 p
Registered in Volume 5A Folio 738

Canterbury Land District Total Area 4,477 acs 2 r 28.7 p

THE SECOND SCHEDULE

PART I

	Est. Cost	Subsidy Rate
180 chains conservation fencing	3,420	2:3
100 chains internal cattle proofing	500	2:3
275 chains boundary cattle proofing	687	2:3
25 chains windbreak establishment	500	1:1
6 miles firebreak-access track	840	1:2
Soil conservation for B's	475	Various
	56,425	

* Subsidy payout will be less 3% on the first \$4,500 of work only

PART II

Conservation practices to follow "The Work" include modifications in management as outlined in the farm conservation plan.

Major modifications are outlined briefly, as follows:-

- (a) Blocks A2 and B1 will be spelled for half the growing season while B2 will be spelled in the early spring, with sheep. The numbers and period of grazing being as agreed to between the owners and the Board in consultation with the lessor.
- (b) Cattle numbers will be increased to a minimum of 255 head in five years. They will be used to more fully utilise growth, thus reducing the need for burning.

H.A.M.
A.R. 77
D.S.
J.H.H.

LAND IMPROVEMENT AGREEMENT made between the SOUTH CANTERBURY CATCHMENT BOARD and HUGH ALEXANDER and ELIZABETH LEONARD HUNTER dated 9 June 1971 and registered in the Land and Seeds Registry at No. 835178 is varied by adding an additional Clause (D) to the Second Schedule, Part II, as follows:-

(D) Block CI containing 154 hectares more or less will be spelled from grazing between the first day of February and the thirtieth day of April each year, with grazing intensity not to exceed 300 stock units over the balance of the growing season.

The stock numbers and period of grazing of Block CI to be reviewed every two years, with any variation to be as agreed to between "the Owners" and "the Board" in consultation with the lessor.

Description of the land affected as set out in The First Schedule of the original agreement is:-

	Acs	R	P
Run 295, "Aicles" situated in Blocks IV, VIII, XII Burke S.D. and Blocks I, V and IX Tengawai S.D.	4032	0	0
Registered in Volume 529 Folio 254			
R.S. 32623, 34610 and 34611 Block IV Burke S.D.	20	1	0
Registered in Volume 543 Folio 129			
R.S. 20610 Blocks IV and VIII Burke S.D.	120	0	0
Registered in Volume 50 Folio 122			
R.S. 20607 Block IV Burke S.D.	40	0	0
Registered in Volume 50 Folio 239			
R.S. 30685, 30692, 31265 and 32457 Block IV Burke S.D. and Block I Tengawai S.D.	140	0	0
Registered in Volume 510 Folio 6			
R.S. 32449 and 32450 Blocks VIII & VII Burke S.D.	64	2	1
Registered in Volume 5A Folio 728			

Canterbury Land District

Dated this 17th day of July 1980.

IN WITNESS whereof these presents have been executed on the day and year first before written.

I, Alastair Leonard Hurro, the Owner herein do hereby bind myself and my successors in title to perform and observe the terms and conditions of this agreement.

(Note Property since taken over by the said Alastair Leonard Hurro.)

SIGNED by the said
ALASTAIR LEONARD HURRO
as Owner in the presence of :

[Signature]
[Signature] (17th July 1951)

THE COMMON SEAL OF
The South Canterbury Catchment Board
was hereunto affixed
in pursuance of a resolution
of the Board in the presence of:

[Signature] Members of
the Board
[Signature] Secretary

I, John Gordon Houat of Timaru, Secretary to the South Canterbury Catchment Board DO HEREBY CERTIFY that the within written Agreement is one that is capable of registration and I do hereby apply for the registration of the said Agreement against the land above described in accordance with the provisions of Section 30A of the Soil Conservation and Rivers Control Act 1941.

[Signature]

PARTIAL DISCHARGE OF LAND IMPROVEMENT AGREEMENT NOS
835178 and 233554/1

THE SOUTH CANTERBURY CATCHMENT BOARD a duly constituted Board under the Soil Conservation and Rivers Control Act 1941 (hereinafter called "the Board") named and described in Land Improvement Agreement Nos 835178 and 233554/1 entered into with HUGH ALEXANDER MUNRO and ALISTAIR LEONARD MUNRO of "Airies", BURKES PASS, pursuant to Sections 29 and 30A of the Soil Conservation and Rivers Control Act 1941, in pursuance of an agreement in this behalf and at the request of the said Hugh Alexander and Alistair Leonard Munro being satisfied that the balance of land included in the said Agreement Nos 835178 and 233554/1 is a sufficient security for any moneys and obligations secured thereunder BOTH HEREBY RELEASE AND DISCHARGE the land described in the Schedule hereto from payment of all moneys and all obligations intended to be secured and created by the said Agreement PROVIDED ALWAYS that this release shall not operate so as to release or discharge the other lands described in and still remaining subject to the said Agreement or to release or discharge the said Hugh Alexander Munro and Alistair Leonard Munro or any other security for the time being held by the Board from payment of any moneys or performance of any obligations under or by virtue of the said Agreement or any collateral instrument or otherwise howsoever.

SCHEDULE

ALL THAT piece of land containing firstly 1416 square metres situated in Block VIII of the Burke Survey District being Lot 3 on Deposited Plan 735 part of Rural Section 6285, Registered in Volume 228 Folio 260, and, secondly, 1004 square metres situated in Block VIII of the Burke Survey District being Lot 4 on Deposited Plan 192 part of Rural Section 6285, Registered in Volume 156 Folio 192.

DATED this *13th* day of *September* 1979.

THE COMMON SEAL of THE SOUTH }
CANTERBURY CATCHMENT BOARD }
was hereunto affixed }

G. Y. Scott.

[Signature]

Address all correspondence to:
THE DISTRICT LAND REGISTRAR,
PRIVATE BAG.



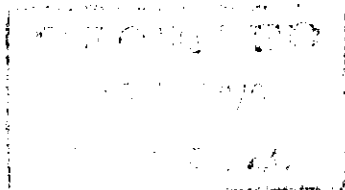
In reply, please quote :

CHRISTCHURCH

DEPARTMENT OF JUSTICE

LAND AND DEEDS OFFICE

Telephone 798-140



25 June 1979

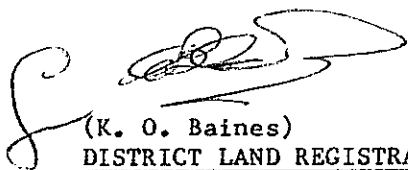
The Secretary
South Canterbury Catchment Board
P. O. Box 160
TIMARU

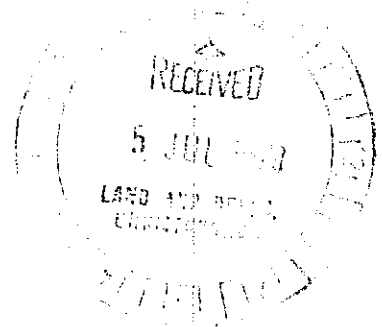
Dear Sir

LAND IMPROVEMENT AGREEMENTS
H. A. AND A. L. MUNRO

... The certificate by the Secretary must be signed - See Section 30A(3) Soil Conservation and Rivers Control Act 1941. The agreement and abstract are enclosed.

Yours faithfully


(K. O. Baines)
DISTRICT LAND REGISTRAR



Encls. *certificate signed & forms returned.*



IN WITNESS whereof these presents have been executed on the day and year first before written.

I, **Hugh Alexander and Alastair Leonard MUNRO**, the Owner herein do hereby bind myself and my successors in title to perform and observe the terms and conditions of this Agreement.

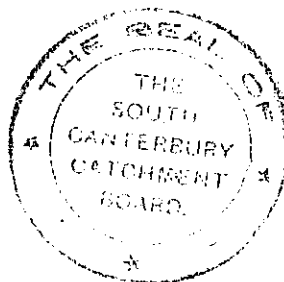
SIGNED by the said
HUGH ALEXANDER MUNRO
ALASTAIR LEONARD MUNRO

H. A. Munro
A. L. Munro

as Owner in the presence of :

H. N. Mac Donald
Soil Conservator

THE COMMON SEAL OF THE SOUTH
CANTERBURY CATCHMENT BOARD
was hereunto affixed in
pursuance of a resolution of
the Board in the presence of:



P. F. Scott

Members
of the
Board

G. A. Nind
Secretary

I, Graeme Albert NIND of Timaru, Secretary to the South Canterbury Catchment Board DO HEREBY CERTIFY that the within written Agreement is one that is capable of registration and I do hereby apply for the registration of the said Agreement against the land above described in accordance with the provisions of Section 30A of the Soil Conservation and Rivers Control Act 1941.)

G. A. Nind

LAND IMPROVEMENT AGREEMENT made between the SOUTH CANTERBURY CATCHMENT BOARD and HUGH ALEXANDER AND ALASTAIR LEONARD MUNRO

the 14th day of June 1972 Agreement dated June 1971 made between the above parties and registered in the Land and Deeds Registry as No. 835178 is varied by adding an additional Clause (C) to the Second Schedule, Part II, as follows:-

- c) The subsidised firebreak from the Tengawai River along the Albury Range to the Opihi River shall be maintained in a negotiable condition and free of combustible material at all times with or without financial assistance from "the Board."
- Access shall always be available to any Government department or local authority and its employees to enable it to properly carry out its constituted function. (To include Pest Destruction Boards, Catchment Board, Department of Lands and Survey, County Council) and adjoining runholders, more specifically the lessees of "Silver Hill," "Chetwynd," "Coalgardie," "Glencraig," "Lancewood," "Manakune," "Three Springs" and "Stanton."

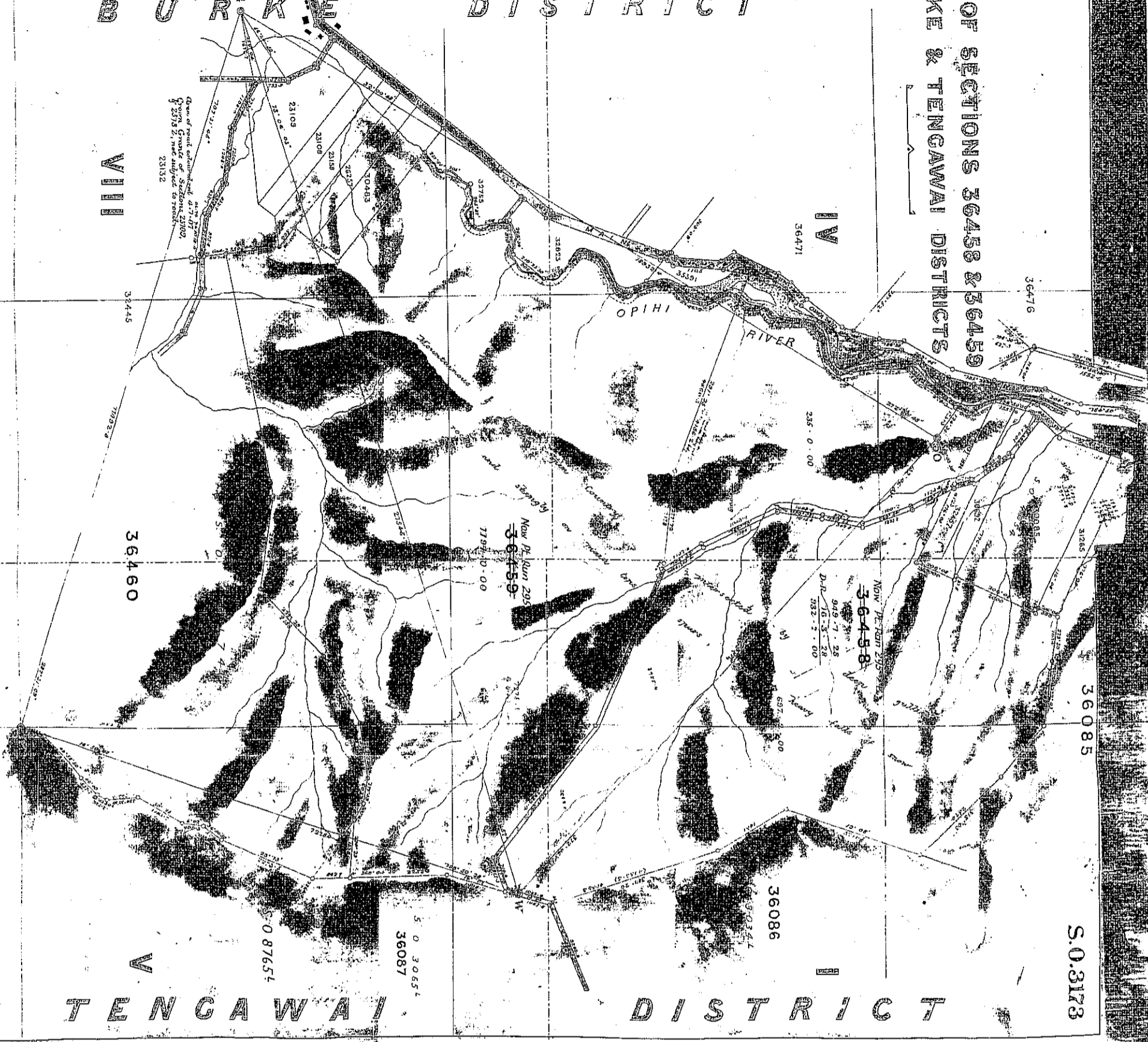
Description of the land affected as set out in The First Schedule of the original agreement is:-

	Acs	R	P
Run 295, "Airies" situated in Blocks IV, VIII, XII Burke S.D. and Blocks I, V and IX Tengawai S.D. Registered in Volume 529 Folio 234 /	4092	0	0
R.S.32828, 34810 and 34811 Block IV Burke S.D. Registered in Volume 543 Folio 139 /	20	1	0
R.S.28610 Blocks IV and VIII Burke S.D. Registered in Volume 80 Folio 122 (10/210)	120	0	0
R.S.28807 Block IV Burke S.D. Registered in Volume 80 Folio 209 / 164/949	40	0	05
Lot 3 D.P. 735 R.S.6285 Block VIII Burke S.D. Registered in Volume 228 Folio 260 /	0	1	16
Lot 4 D.P.735 R.S.6285 Block VIII Burke S.D. Registered in Volume 156 Folio 192 /	0	0	39.7
R.S.30085, 30692, 31265 and 32457 Block IV Burke S.D. and Block I Tengawai S.D. Registered in Volume 510 Folio 6 /	140	0	0
R.S.32449 and 32450 Blocks VIII & XII Burke S.D. Registered in Volume 5A Folio 728 Canterbury Land District	64	3	8
Total Area:	4477	2	28.7

S.O. 3173

PLAN OF SECTIONS 36458 & 36459
BURKE & TENGAWAI DISTRICTS

BURKE DISTRICT



VIII

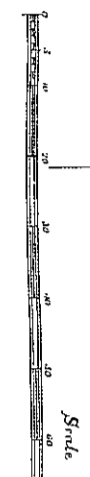
IV

OPIHI RIVER

TENGAWAI DISTRICT

S.O. 3173

S.O. 3173



S.O. 3173

3173

Approved
Commissioner of Lands
Wellington
1911

S. 1112
Approved
27/9/94
364, 365, 366

#012

S.O. 3174

BURKE DISTRICT

XII

S.O. 3174

D.R. 25672
20099

Now R.R. 205
36460
873-0-00

Now R.R. 205
36460
7095-0-00

36460

S.O. 3174

XI

S.O. 3174

3174

TENGAWA DISTRICT

36464

36089
0.3215

36088
S. J. 3065

S.O. 87654
36087

S.O. 3174

PLAN OF SECTIONS
36460, 36461 & 36464
BURKE & TENGAWA DISTRICTS



Approved:
John J. [Signature]
Surveyor

PROPERTY 2 of 2

Appendix A – Land Status Report

**Q V VALUATIONS
CHRISTCHURCH OFFICE**

APPENDIX A2

Project Number QVV 226

This report has been prepared on the instruction of Land information New Zealand in terms of Contract No. 50272 (as yet undated) and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

LAND STATUS REPORT for Airies Tenure Review (Freehold land)	LIPS Ref: Not Applicable
Property 2 of 2	

Land District	Canterbury.
Legal Description	Rural Sections 32449 and 32450, situated in Blocks VIII and XII, Burke Survey District.
Area	26.2236 hectares.
Status	Freehold land held by Alastair Leonard MUNRO (as to a ¼ share), Christopher Reginald JOYCE, Lucy Lillian MUNRO and William Herbert Bruce MITCHELL (as to a 1/2 share) and Lucy Lillian MUNRO (as to a ¼ share)..
Instrument of title	CT CB5A/728.
Encumbrances	1) 835178 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 and subsequent variation. 2) 233554.1 Land Improvement Agreement pursuant to Section 30A of the Soil Conservation and Rivers Control Act 1941.
Mineral Ownership	The Mines and Minerals are owned by the freehold owner.
Statute	Not applicable.

Data Correct as at	18 February 2002
[Certification Attached]	Yes

Prepared by Crown Accredited Supplier	Don McGregor, McGregor Property Services Limited, Christchurch For and on behalf of QV Valuations
--	--

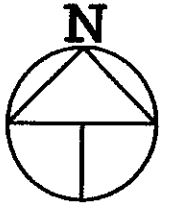
NOTES: This information does not affect the status of the land but was identified as possible requiring further investigation at the due diligence stage: See Crown Pastoral Standard 6	Not applicable.
--	-----------------

LAND STATUS REPORT for Airies Tenure Review (Freehold land)	LIPS Ref Not Applicable
Property 2 of 2	

Research Data: *Some Items may not be applicable*

SDI Print Obtained	Yes.
NZMS 261 Ref	I.38.
Local Authority	Mackenzie District Council.
Crown Acquisition Map	Not applicable.
SO Plan	SO 3823 – Plan of Application for RS's 32449, 32450 and 34132 (Approved October 1880).
Relevant Gazette Notices	Not applicable.
CT Ref	CT CB5A/728.
Legalisation Cards	Not applicable.
CLR	Not Crown land.
Allocation Maps (if applicable)	Not applicable.
VNZ Ref – if known	Not known.
Crown Grant Maps	S.O. 3823.
If Subject Land Marginal Strip: a) Type [Sec 24(9) or Sec 58] b) Date Created c) Plan Reference	a) Not applicable. b) Not applicable. c) Not applicable.

LAND STATUS REPORT for Airies Tenure Review (Freehold land)		LIPS Ref Not Applicable
Property 2 of 2		
If Crown land – Check Irrigation Maps	Not Applicable.	
Mining Maps	Not Applicable.	
If Road a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ 1989 b) By Proc	a) SO Plan 3823 laid off Crown Grant roads. b) Proc Plan Not applicable. c) Gazette Ref Not applicable.	
Other relevant information a) Concessions – Advice from DOC or Knight Frank. b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998 c) Mineral Ownership d) Other Info	a) Not applicable. b) Not applicable. c) Remains with CT CB5A/728. d) Not applicable.	



Run 295

RS 32450
SO 3823
14.5685 ha
CT 5A/728

(See Report
2 of 2)

RS 32449
SO 3823
11.6459 ha
CT 5A/728

LEGAL ROAD

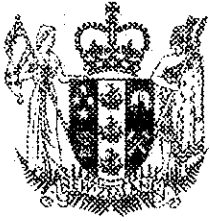
Version	1	2	3	4	5
Canterbury Land District	Sheet 2 of 2				
Topographic Map 260 - 137, 138	Date 18/01/02				

Marginal Strip Subject to Sec 24(9)
Conservation Act 1987 -----

Airies

Scale 1:7500





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



Historical Search Copy


R. W. Muir
Registrar-General
of Land

Identifier CB5A/728
Land Registration District Canterbury
Date Issued 20 August 1965

Prior References

CB160/195

Estate	Fee Simple
Area	26.2236 hectares more or less
Legal Description	Rural Section 32449 and Rural Section 32450

Original Proprietors

Alastair Leonard Munro as to a 1/4 share

Christopher Reginald Joyce, Lucy Lilian Munro and William Herbert Bruce Mitchell as to a 1/2 share

Lucy Lilian Munro as to a 1/4 share

Interests

835178 Land Improvement Agreement pursuant to the Soil Conservation and Rivers Control Act 1941 - 28.6.1971 at 9.30 am and varied 28.8.1980 at 9.02 am

869579 STATUTORY LAND CHARGE PURSUANT TO THE RURAL HOUSING ACT 1939 - 6.6.1972 AT 1.45 PM

87803.3 Mortgage to The South British Life Assurance Company Limited - 2.7.1976 at 9.36 am and varied 15.4.1980 at 9.24 am

87803.5 Memorandum of Priority making Mortgage 87803.3 first mortgage, Agreement 835178 second and Charge No 869579 third mortgages respectively - 2.7.1976 at 9.36 am

233554.1 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 5.7.1979 at 9.34 am

976847.6 Mortgage to Wrightsons Farmers Finance Limited - 4.2.1992 at 11.56 am

References
Prior C/T. 160/195

Land and Deeds Act

Transfer No. 661121
N/C. Order No.



REGISTER

No. 5A/728

CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT

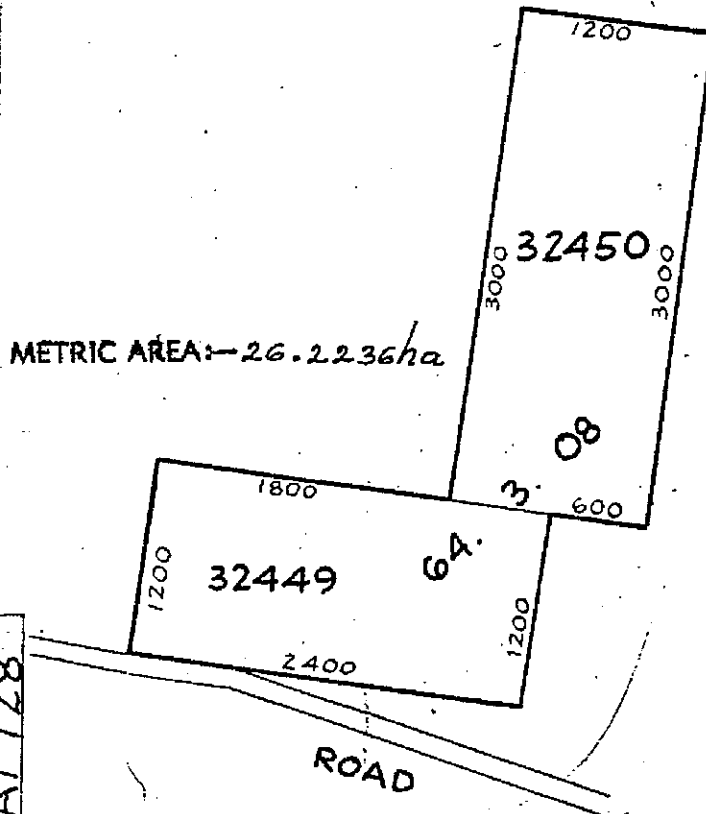
This Certificate dated the 20th day of August one thousand nine hundred and sixty five under the seal of the District Land Registrar of the Land Registration District of Canterbury

WITNESSETH that HUGH ALEXANDER MUNRO of Fairlie Sheepfarmer

is seised of an estate in fee-simple (subject to such reservations, restrictions, encumbrances, liens, and interests as are notified by memorial underwritten or endorsed hereon) in the land hereinafter described, delineated with bold black lines on the plan hereon, be the several admeasurements a little more or less, that is to say: All that parcel of land containing 64 acres 3 roods 8 perches or thereabouts situated in Blocks VIII and XII of the Burke Survey District being Rural Sections 32449 and 32450



Assistant Land Registrar



Mortgage 655939 to The Mutual Life and Citizens Assurance Company Limited - 22/10/1965 at 2.34 p.m.

[Signature]
A.L.R.

~~Transfer 786286 of a one-half share to Alastair Munro of Burkes Pass, Farmer - 27/1/1970 at 10 a.m.~~

[Signature]
A.L.R.

Transfer 786286 of a one-half share to Alastair Leonard Munro of Burkes Pass, Farmer - 27/1/1970 at 10 a.m.

[Signature]
A.L.R.

Variation of Mortgage 655939 - 22/10/1970 at 2.30 p.m.

[Signature]
A.L.R.

Mortgage 824302 to The State Advances Corporation - 13/3/1971 at 11.15 a.m.

[Signature]
A.L.R.

No. 5A/728

OVER

Register copy for s. & D. 69, 71, 72

No.835178 Land Improvement Agreement under the Soil Conservation and Rivers control Act 1941 - 28/6/1971 at 9.30 a.m.

[Signature]
A.L.R.

No.869579 Statutory Land Charge under the Rural Housing Act 1939 - 6/6/1972 at 1.45 p.m.

[Signature]
A.L.R.

Mortgage 17637/3 to The Rural Banking and Finance Corporation of New Zealand - 28.11.1974 at 9.34 a.m.

[Signature]
A.L.R.

Mortgage 17637/6 to The Canterbury Farmers Co-operative Association Limited - 28.11.1974 at 9.44 a.m.

[Signature]
A.L.R.

No.17637/7 Memorandum of Priority making Mortgage 17637/6 third mortgage and Mortgage 17637/3 fourth mortgage - 28.11.1974 at 9.43 a.m.

[Signature]
A.L.R.

Mortgage 87803/3 to The South British Life Assurance Company Limited - 27/1976 at 9.36 a.m.

[Signature]
A.L.R.

No. 87803/5 Memorandum of Priority making Mortgage 87803/3 first, Mortgage 824302 second, Agreement 835178 third charge, No. 869579 fourth charge and Mortgage 17637/3 fifth mortgage - 2/7/1976 at 9.36 a.m.

[Signature]
A.L.R.

Variation of Mortgage 17637/3 - 2/7/1976 at 9.36 a.m.

[Signature]
A.L.R.

No 233554/1 Land Improvement Agreement under Section 30A of the Soil Conservation and River Control Act 1941 - 5.7.1979 at 9.34 a.m.

[Signature]
for A.L.R.

Transfer 269875/3 of his share Hugh Alexander Munro to Christopher Reginald Joyce of Timaru, Chartered Accountant, Lucy Lilian Munro of Burkes Pass, Married Woman and William Herbert Bruce Mitchell of Timaru, Manager - 15-4-1980 at 9.23a.m.

[Signature]
for A.L.R.

Variation of Mortgage 87803/3 - 15-4-1980 at 9.24a.m.

[Signature]
for A.L.R.

Variation of Mortgage 824302 - 15-4-1980 at 9.24a.m.

[Signature]
for A.L.R.

~~No.289539/1 Land Improvement Agreement under Section 30 Soil Conservation and Rivers Control Act 1941 - 28.8.1988 at 9.02 am~~

[Signature]
for A.L.R.

Variation of Land Improvement Agreement 835178 - 28.8.1980 at 9.02 am.

[Signature]
for A.L.R.

Variation of Mortgage 824302 - 26-9-1980 at 10.10a.m.

Mortgage 343241/2 to The Rural Banking and Finance Corporation - 4/10/1980 at 10.43am

[Signature]
for A.L.R.
DISCHARGED
4/10/1980
[Signature]

Variation of Mortgage 824302 - 6-7-1982 at 9.40a.m.

[Signature]
for A.L.R.

Variation of Mortgage 824302 - 7.8.1984 at 9.34 a.m.

[Signature]
for A.L.R.

~~Transfer 537539/1 of a one half share to Alastair Leonard Munro, Farmer and Lucy Lilian Munro, Married Woman, both of Burkes Pass, as tenants in common in equal shares - 26.3.1985 at 9.34a.m. ENTERED IN ERROR~~

Transfer 537539/1 of the one-half share of Alastair Leonard Munro to Alastair Leonard Munro, Farmer and Lucy Lilian Munro, Married Woman, both of Burkes Pass, as tenants in common in equal shares - 26.3.1985 at 9.34a.m.

Mortgage 761141/1 to The Rural Banking and Finance Corporation - 30.8.1988 at 9.56am

DISCHARGED
04 FEB 1992
[Signature]
for A.L.R.

The above discharge of mortgage 343241/2 has not been endorsed on the outstanding copy of mortgage 343241/1 production having been dispensed with in terms of Section 111 Land Transfer Act 1952

[Signature]
for A.L.R.

Mortgage 976847/6 to Wrightson Farmers Finance Limited - 4.2.1992 at 11.56am

[Signature]
A.L.R.



Cancelled

NEW ZEALAND.

Form B.

Reference: Vol. 76
88 folio 158.
Transfer No. 39503.



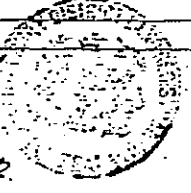
Register-book,
Vol. 100 folio 195.

CERTIFICATE OF TITLE UNDER LAND TRANSFER CANCELLED

This Certificate, dated the twenty seventh day of June, one thousand eight hundred and ninety-four, under the hand and seal of the District Land Registrar of the Land Registration District of Canterbury Witnesseth that Robert Guthrie of Bank's Pass France

is seized of an estate in fee-simple (subject to such reservations, restrictions, encumbrances, liens, and interests as are notified by memorial underwritten or indorsed hereon, subject also to any existing right of the Crown to take and lay off roads under the provisions of any Act of the General Assembly of New Zealand) in the land hereinafter described, as the same is delineated by the plan hereon bordered in blue to be the several admeasurements a little more or less, that is to say: All that parcel of land containing eighteen acres three roods eight perches or thereabouts situated in Block VIII and XII of the Canterbury District and being rural sections 32449 and 32450.

No 655938 Evidence that the correct name of the registered proprietor is Hugh Chapman Murray - 25.6.1965 at 2.32pm



W. M. Butler
District Land Registrar

N.C.O 661121 Canceled - as now 20.8.1965 } CT 51/728

Duplicate Destroyed

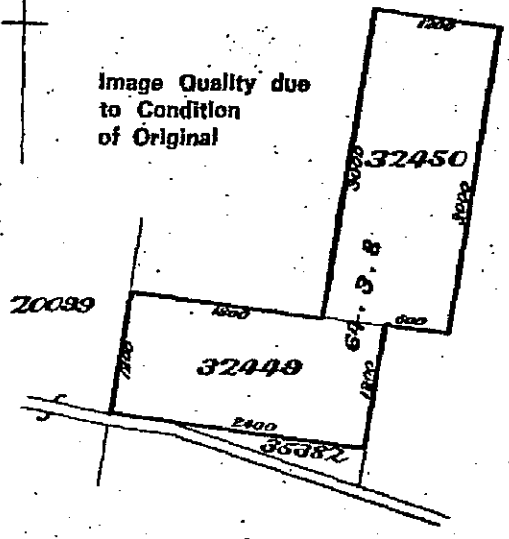


Image Quality due to Condition of Original

Transfer 93054 produced 25 July 1912 at 11am Robert Guthrie & Arthur George Calder of Dunedin estate Auctioneers

Mortgage 56635 produced 25 July 1912 at 11am Robert Guthrie & Arthur George Calder of Dunedin estate Auctioneers

Mortgage 56553 produced 25 July 1912 at 11am Robert Guthrie & Arthur George Calder of Dunedin estate Auctioneers

Mortgage 56553 produced 25 July 1912 at 1.35pm Arthur George Calder of Dunedin estate Auctioneers

Mortgage 56553 produced 27 September 1914 at 12 noon Arthur George Calder of Dunedin estate Auctioneers

Discharge of Mortgage 56553 to Robert Guthrie & Arthur George Calder of Dunedin estate Auctioneers

Discharge of Mortgage 56553 of interest produced 25 July 1912 at 11am

DISCHARGED

Scale 70 Chains to an inch.

160/105

160/105

Guthrie

2082

100/145

100/145

Transfer 287b produced 6 April 1921 at 10 am Arthur George Clatten to John Morris Annett of Fairlie Sheepfarmers.

Mortgage 2140 produced 2 April 1921 at 10 am John Morris Annett to Edith George Clatten. **DISCHARGED** 28.9.1927

Mortgage 122755 produced 31 August 1921 at 4:35 pm John Morris Annett to National Mortgage and Agency Company of New Zealand Limited. **DISCHARGED** 28.9.1927

Mortgage 12277 of Mortgage 12190 produced 22.2.26 at 11:10 am Arthur George Clatten to Edward James Clatten. **DISCHARGED** 22.2.26

Mortgage 127421 of Mortgage 12190 produced 16 July 1927 at 10:25 am Arthur George Clatten to James Henry Clatten and Edward James Clatten. **DISCHARGED** 28.9.1927

Transmission 17470 of Mortgage 12190 to Bill James Henry Clatten as executor. Dated 16 June 1928 at 2:10 pm.

Mortgage 159103 produced 22 September 1927 at 11:05 am John Morris Annett to the State Advancement Department. **DISCHARGED**

Mortgage 159104 produced 22 September 1927 at 11:05 am John Morris Annett to Edith Mary Walker and James Henry Walker. **DISCHARGED** 20.12.1932

Mortgage 159105 of Mortgage 159104 produced 28 September 1927 at 10:55 am Edith Mary Walker and John Morris Annett to Thomas Heale Edward Moore Campbell Edward Curran & Moore. **DISCHARGED** 20.12.1932

Mortgage 159106 produced 28 September 1927 at 10:55 am John Morris Annett to the National Mortgage and Agency Company of New Zealand Limited. **DISCHARGED** 20.12.1932

Increase of Principal Sum of Mortgage 159103 produced 20 December 1929 at 11:57 am.

Transfer 17131 produced 21st January 1930 at 10:15 am John Morris Annett to the Rev John Morris Annett Charles Henry Annett and Charles William Annett of Fairlie Farm.

Mortgage 179012 produced 21st January 1930 at 12:05 pm John Morris Annett Charles Henry Annett and Charles William Annett to the National Mortgage and Agency Company of New Zealand Limited. **DISCHARGED** 19/11/1935

Mortgage 157413 produced 10 November 1927 at 10:20 am John Morris Annett Augustus Annett and Charles William Annett to The Union Bank of Australia Limited. **DISCHARGED** 29 July 1932

Variation of the Terms of Mortgage 157413 produced 17 December 1928 at 11:10 am. **DISCHARGED**

Transmission 1827a to the above named John Morris Annett Dated 27 February 1928 at 11:2 am. **DISCHARGED**

Transfer 2825b produced 27 February 1928 at 11:05 am John Morris Annett to the said John Morris Annett as to 1/2 share and to Mary Lucy Benjamin of Auckland Married Woman and Lucy Elizabeth Annett of Victoria District as to 1/2 share and to the said John Morris Annett and the said Mary Lucy Benjamin as to 1/2 share.

Transfer 2825b produced 27 February 1928 at 11:05 am John Morris Annett to the said John Morris Annett as to 1/2 share and to Mary Lucy Benjamin of Auckland Married Woman and Lucy Elizabeth Annett of Victoria District as to 1/2 share and to the said John Morris Annett and the said Mary Lucy Benjamin as to 1/2 share.

Transfer 2825b produced 27 February 1928 at 11:05 am John Morris Annett to the said John Morris Annett as to 1/2 share and to Mary Lucy Benjamin of Auckland Married Woman and Lucy Elizabeth Annett of Victoria District as to 1/2 share and to the said John Morris Annett and the said Mary Lucy Benjamin as to 1/2 share.

346225 Transfer the above property to Peter Philip Hudson of Palmerston North. **DISCHARGED** 28 August 1951 at 2:15 pm.

346226 Mortgage Peter Philip Hudson to Wight Shepherdson and Bruce Shepherdson. **DISCHARGED** 28 August 1951 at 2:15 pm.

403114 Transfer Peter Philip Hudson to Alexander Munro of Fairlie. **DISCHARGED** 18 August 1954 at 2:57 pm.

43593 Mortgage to the above named company. **DISCHARGED** 25 August 1954 at 11:50 am.

432742. **DISCHARGED** 20/3/1954

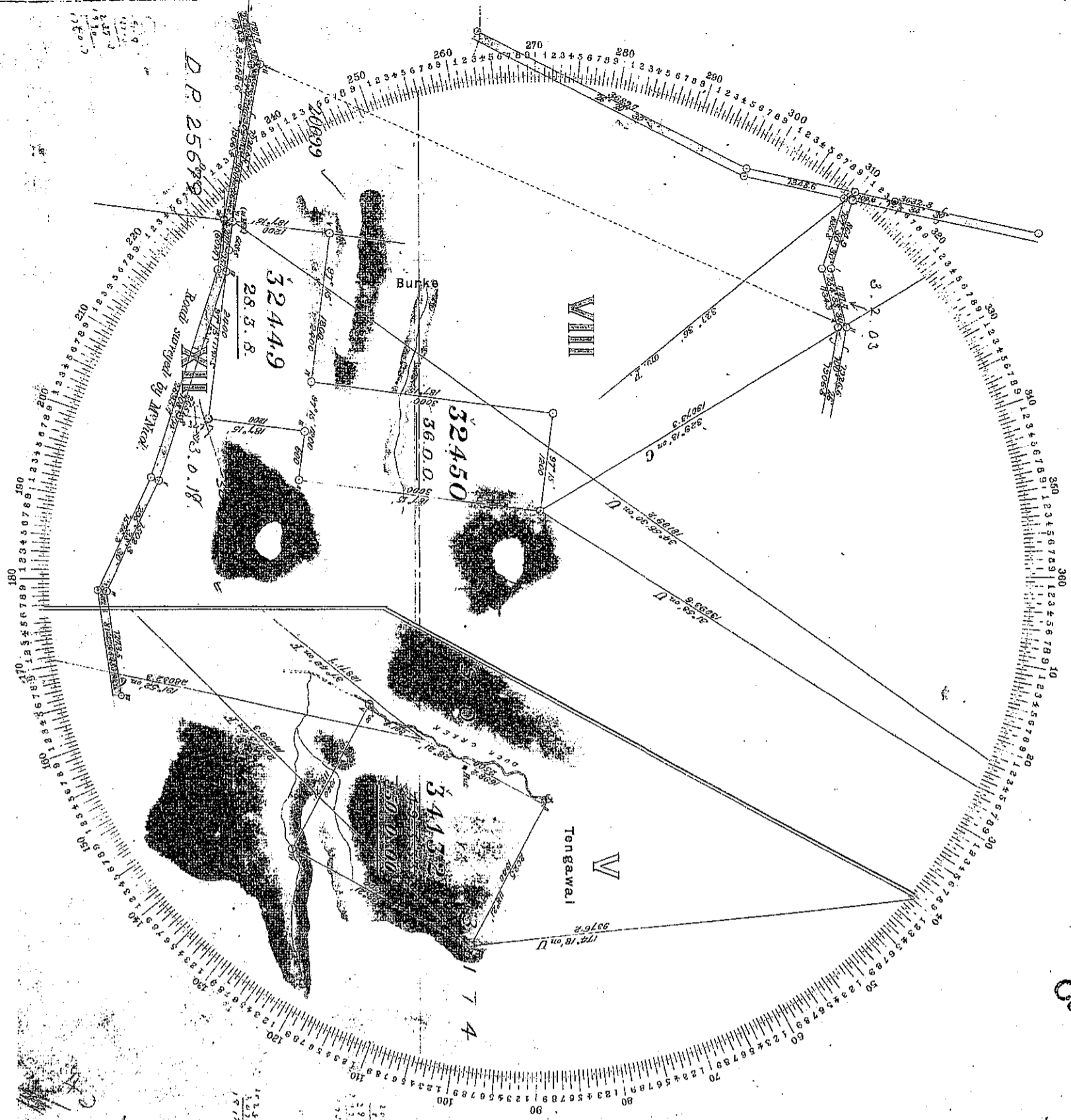
Variation of the Terms of Mortgage 43593 produced the 24th day of October 1954 at 2:00 pm.

Removals continued on front.

100/145



558
 (Small Print)
 O.P. 101



Date when received
 From Surveyor

Field Plan of applications, Sections 32449, 32450. Survey Office No. B10069-12, Borough of Tengawai District.

34132 Surveyed by *John King*

Date *October 1880*

Scale 10 Chains to an Inch

3823

NOTE: Measured lines both drawn in red, calculated or scaled lines in black. Observed bearings in blue, the figures also being in red. Black and blue respectively. Draw a red circle round each peg, a double red circle round each Trig. station. Horizontal of Surveyor to be noted on back hereof.

Printed at the Government Printing Office, Wellington, N.Z.