

## **Crown Pastoral Land Tenure Review**

**Lease name : ARDROSS STATION**

**Lease number : PS 028**

### **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.

**April 09**



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

**ARDROSS PASTORAL LEASE**

File Ref: CON/50269/09/12653/A Report No: DN0078

Report Date: 13/11/2001

Office of Agent: Dunedin

LINZ Case No: TR 02 / 135

Date sent to LINZ: 15/11/2001

**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** the following incomplete actions:
  - The area in Certificate of Title SL206/5 does not reflect the redefinition in SO 11909.
  - The Department of Conservation enjoy access through the lease to two adjoining conservation areas. This interest has not been formalised.
  - There is uncertainty regarding the continued need and existence of the right-of-way over Run 656 (adjoining) in favour of the lease (Run 559).
  - There are two deviations between the fenced and legal boundary along the western boundary of the lease.
3. That the Commissioner of Crown Lands or his delegate **note** that the adjoining Pastoral Lease Ps/027 contained in Certificate of Title SL7A/616, is held under the same ownership as the present lease.

**Signed by Opus:**

A handwritten signature in black ink, appearing to read "Michael Brown".

Michael Brown

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

A handwritten signature in black ink, appearing to read "Grant Kasper Webley".

Name: GRANT KASPER WEBLEY

Date of decision: 20 / 11 / 01

**1. Details of lease:**

**Lease Name:** Ardross (Ps/028)  
**Location:** On Wairaki Road, 6.5 kilometres from Ohai  
**Lessee:** Struan William Minty  
**Tenure:** Pastoral Lease under the Land Act 1948  
**Term:** 33 years from 1 July 1990  
**Annual Rent:** \$3,037.50  
**Rental Value:** \$135,000.00 as at 1 July 2001  
**Date of Next Review:** 30 June 2012  
**Land Registry Folio Ref:** SL206/5  
**Legal Description:** Run 559  
**Area:** 3250.0000 hectares

**2. File Search**

Files held by Knight Frank Limited on behalf of LINZ:

File Reference	Volume	From	To
Ps/028-SCH-04	4	24/11/1999	30/06/2000
CON/50213/09/12653/A-ZNO	1	01/07/2000	Date

Files held by Opus International Consultants Limited on behalf of LINZ:

File Reference	Volume	From	To
CON/50269/09/12653/A-ZNO		22/08/2001	Date

Files held by Knight Frank Limited on behalf of LINZ:

File Reference	Volume	From	To
Ps/028-03	3	22/07/1983	12/10/1999
Ps/028-02	2	23/02/1977	01/08/1983
Ps/028-01	1	18/07/1941	08/03/1977

**3. Summary of lease document:****Terms of lease***Stock Limitation in Lease*

1995 sheep and 85 cattle

*Commencement Date*

1 July 1990

*Special Provisions*

There are no special provisions in the lease

**Area adjustments**

SO 11909 is a redefinition of Run 559. This plan reduces the area of the run from 3277.9537 hectares to 3250.000 hectares. The lease document (SL7A/616) indicates the area as being

3250.000 hectares. The Chief Surveyor, Land Information New Zealand, Dunedin has confirmed the area as 3250.0000 hectares.

### Registered interests

- Subject to Part IVA Conservation Act 1987
- Appurtenant hereto is a right of way over Part Run 560
- 047326.1 Land Improvement Agreement pursuant to Soil Conservation and Rivers Control Amendment Act 1959 – 11/06/1979.
- 126572.1 Memorandum of Variation of the terms of the within lease – 31/01/1986.
- 179721.1 Variation of the within lease renewing the term for a further 33 years commencing on 01/07/1990 and increasing the annual rental to \$1,200.00 and the rental value to \$80,000.00 – 27/09/1990.
- 215824.3 Forestry Right pursuant to the Forestry Rights Registration Act 1983 to Bradley & Whiting Farming Company Limited commencing on 08/09/1993 and expiring on 30/09/2030 – 20/12/1993.
- 252297.8 Mortgage to Bank of New Zealand

### Unregistered interests

The Department of Conservation enjoys access through Ardross Station to two adjoining conservation areas, Etal Hill and Letham Bush. At present, this arrangement has yet to be formalised.

## 4. Summarise any Government programmes approved for the lease:

Records indicate that two five year Land Improvement Agreements were entered into over Ardross Station. The first, in 1968 saw a programme of installing cattle proof and conservation fences, as the first pastoral subdivision steps on the property. The second programme commenced in 1979 and involved further subdivision fencing, as well as oversowing and topdressing, the creation of two stock water ponds, and the retirement of a small area of erosion prone land.

## 5. Summary of Land Status Report:

Opus International Consultants Limited undertook a Land Status Check on 25 October 2001. This check confirms the Land as Crown Land under the Land Act 1948, subject to Pastoral Lease Ps/028.

The following items were identified for consideration in the context of Due Diligence:

- The area on the registered lease is at variance with the redefinition plan SO 11909.
- Terraview does not represent SO 11909 that fixed some boundaries along bush and stream edges based on 1982 aerial photography.
- The legal description on Ps/028 is appended with the words "together with a right-of-way over part of Run 560 Takatimu Survey District". This adjoining land is subject to Pastoral Lease Ps/027. Ps/027 was originally registered as SL206/6 over Run 560 and contained a condition in respect to this right-of-way: "Condition i)

*Subject to a right-of-way over part coloured yellow as shown on the plan annexed hereto".*  
Ps/027 was subdivided in 1984 and a new lease SL7A/616, issued over Run 656.  
This new lease does not contain any conditions in reference to the right-of-way.

If still required, access should be formalised by way of easement.

- The Department of Conservation in commenting on status issues advised that it enjoys access through Ardross to two adjoining conservation areas, Etal Hill and Letham Bush. Formal access may need to be addressed.

## **6. Review of topographical and cadastral data:**

A review of the topographic and cadastral data indicates:

- There is a major deviation between the fenced and legal boundary at around NZMG Sheet D44 208742 on the western boundary of the property.
- There is a minor deviation between the fenced and legal boundary at around NZMG D44 987756 on the western boundary of the property.
- There is an airstrip on the property at NZMG D44 220733.
- There is a hut on the property at NZMG D44 228733.

There are no legal roads on the property.

## **7. Details of any neighbouring Crown or conservation land**

Neighbouring Crown Land is detailed as follows:

	Legal Description	Status	Owner/Lessee
North	Crown Land Wairaki Survey District	Marginal Strip	Department of Conservation
	Section 2 SO 12055	Crown Land	Department of Conservation
	Etal Stream	Marginal Strip	Department of Conservation
	Part Run 595	Crown Land	Department of Conservation
South	Not Applicable	Freehold	-
West	Run 656	Pastoral Lease (Beaumont Station)	Struan William Minty

Run 656 is held under the same ownership as the present lease. It may be desirable to have both leases progress through tenure review at the same time.

There is no indication that any other of these parcels of land should be included in the tenure review.

**8. Summarise any uncompleted actions or potential liabilities:**

- The area in Certificate of Title SL206/5 does not reflect the redefinition in SO 11909. A copy of SO 11909 is attached as Schedule A to this report.
- The Department of Conservation enjoy access through the lease to two adjoining conservation areas. This interest has yet to be registered. Copies of correspondence outlining this interest are attached as Schedule B to this report.
- The pastoral leases issued over Runs 559 and 560 (now Run 656) contain a condition providing the lessee of Run 559 access over Run 560. These leases were held in different ownership. This access was not protected by formal documentation and it was suggested in the Status Report that this may need to be reviewed. However as the two properties are now held in the same ownership, this is no longer an issue. Copies of the current and historic Certificates of Title for the adjoining lease are attached as Schedule C to this report.
- There are two deviations between the fenced and legal boundary along the western boundary of the lease. A copy of the status plan is attached as Schedule D to this report.

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Ardross (Southland)  
Report on Due Diligence – Activity 2.6

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***Schedule A – SO 11909***





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Ardross (Southland)  
Report on Due Diligence – Activity 2.6

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***Schedule B – Correspondence discussing the use of the property by the  
Department of Conservation***

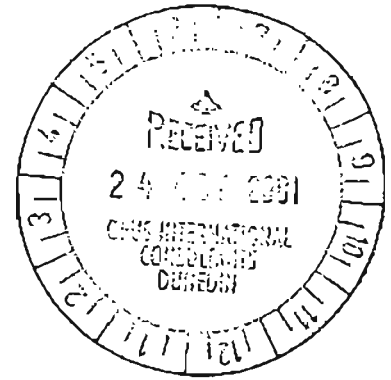


Department of Conservation  
*Te Papa Atawhai*

File: *PAS 0020*

23 October 2001

Garry Patrick  
Opus International Consultants Ltd  
Private Bag 1913  
DUNEDIN



Dear Garry,

**DRAFT STATUS REPORT – ARDROSS STATION**

Your 10 October letter to Tony Perrett in our Dunedin office has been referred for comment.

The department's interests as the administrative authority for the following parcels of adjoining land:

- Letham Bush - part of the Takitimu Conservation Area (Conservation Unit # D44006)
- Marginal Strip along North Etal Creek (Cons Unit # D440046) ✓
- Marginal Strip along Etal Stream (Cons Unit # D440047) ✓
- Etal Hill Conservation Area (Cons Unit # D440060)

The department currently enjoys the use of access through Ardross Station, to both the Etal Hill and Letham Bush Conservation Areas. At either tenure review or lease renewal, the department would look to formalise this arrangement by way of a registered right of way. The minimum requirement sought would be for management purposes.

Not  
status  
issue  
EP. 201

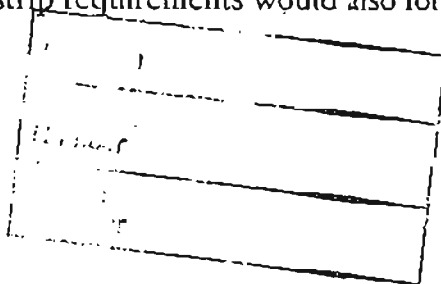
In the case of tenure review and dependent on the outcome of negotiations on areas to be surrendered from the pastoral lease and transferred to the administration of this department, we may seek to include public access to those areas.

Standard marginal strip requirements would also form part of any such considerations.

Yours sincerely,

Colin Pemberton  
Community Relations Supervisor  
(Statutory Land Management)  
for Conservator

source-29890 - opus - ardross status report comments



*cc Tony Perrett*  
*2001*  
*Otago*

**Southland Conservancy**

State Insurance Building, 33 Don Street, P.O. Box 743, Invercargill, New Zealand  
Telephone 03-214 4589, Fax 03-214 4486

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Ardross (Southland)  
Report on Due Diligence – Activity 2.6

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***Schedule C – Copies of the current and historic Certificates of title for Runs 559 and 656.***

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# COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952



Search Copy

Identifier **SL206/5**  
Land Registration District **Southland**  
Date Registered 05 March 1959 12:00 am

Type	Lease under s82 Land Act 1948		
Area	3277.9537 hectares more or less	Term	33 years commencing on the 1st day of July 1957 and renewed for a further 33 years commencing 1.7.1990

Legal Description Run 559

Proprietors  
Struan William Minty

## Interests

Appurtenant hereto is a right of way over part Run 560

Subject to Part IVA Conservation Act 1987

047326.1 Land Improvement Agreement pursuant to Soil Conservation and Rivers Control Amendment Act 1959 - 11.6.1979 at 1.47 pm

126572.1 Memorandum of Variation of the terms of the within lease - 31.1.1986 at 2.00 pm

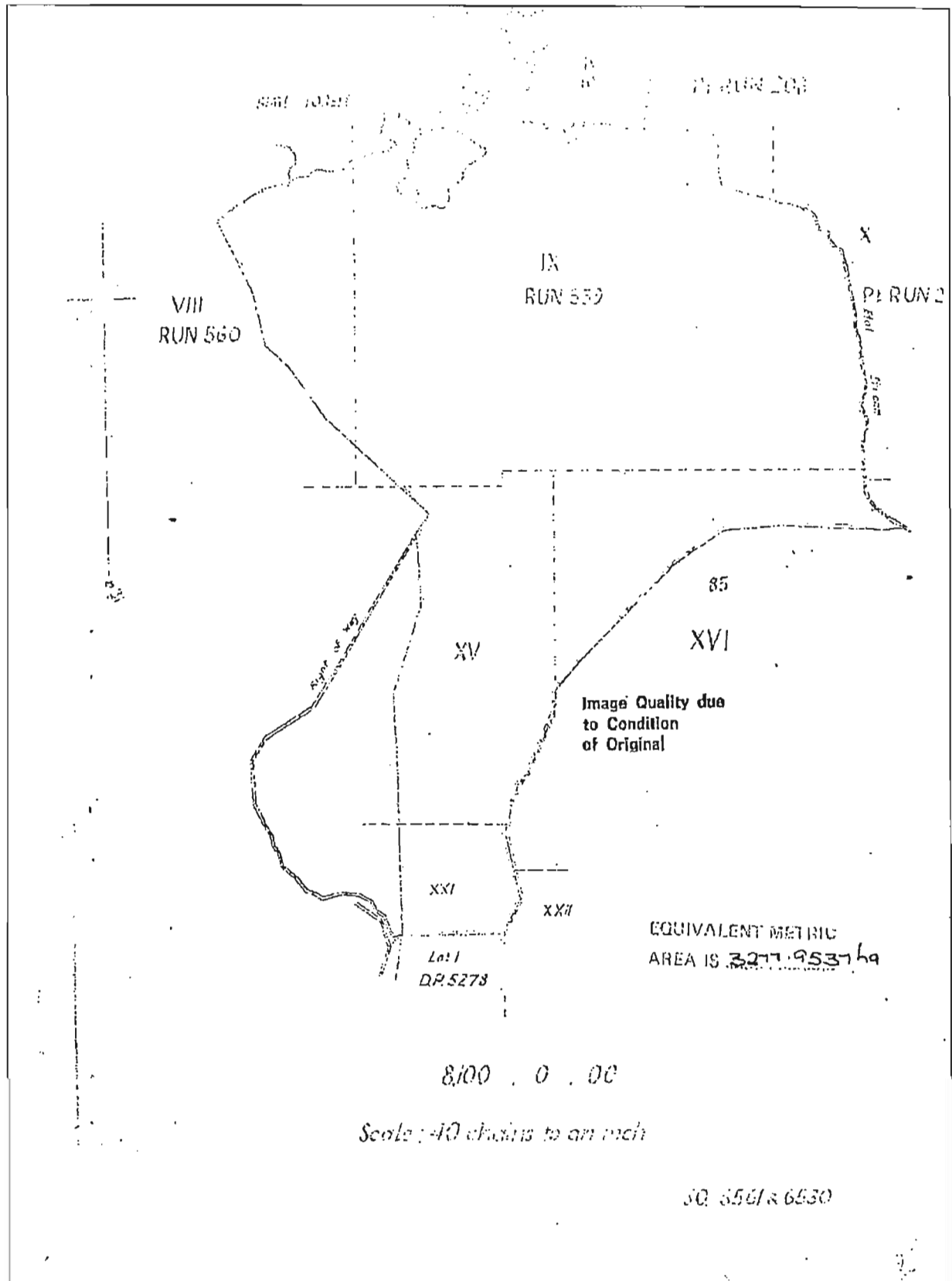
179721.1 Variation of the within lease renewing the term for a further 33 years commencing on 1.7.1990 and increasing the annual rental to \$1,200.00 and the rental value to \$80,000.00 - 27.9.1990 at 10.40 am

215824.3 Forestry Right pursuant to the Forestry Rights Registration Act 1983 to Bradley & Whiting Farming Company Limited commencing on 8.9.1993 and expiring on 30.9.2030 - 20.12.1993 at 11.00 am

252297.8 Mortgage to Bank of New Zealand - 26.8.1997 at 10.30 am

entifier

SL206/5



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# COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952



## Historical Search Copy

Identifier **SL206/5**  
Land Registration District **Southland**  
Date Registered 05 March 1959 12:00 am

Type	Lease under s82 Land Act 1948		
Area	3277.9537 hectares more or less	Term	33 years commencing on the 1st day of July 1957 and renewed for a further 33 years commencing 1.7.1990

Legal Description Run 559

Original Proprietors  
Struan William Minty

### Interests

Appurtenant hereto is a right of way over part Run 560

16268 047326.1 Land Improvement Agreement pursuant to Soil Conservation and Rivers Control Amendment Act 1959 - 11.6.1979 at 1.47 pm

✓ 126572.1 Memorandum of Variation of the terms of the within lease - 31.1.1986 at 2.00 pm

16270 179721.1 Variation of the within lease renewing the term for a further 33 years commencing on 1.7.1990 and increasing the annual rental to \$1,200.00 and the rental value to \$80,000.00 - 27.9.1990 at 10.40 am

16273 215824.3 Forestry Right pursuant to the Forestry Rights Registration Act 1983 to Bradley & Whiting Farming Company Limited commencing on 8.9.1993 and expiring on 30.9.2030 - 20.12.1993 at 11.00 am

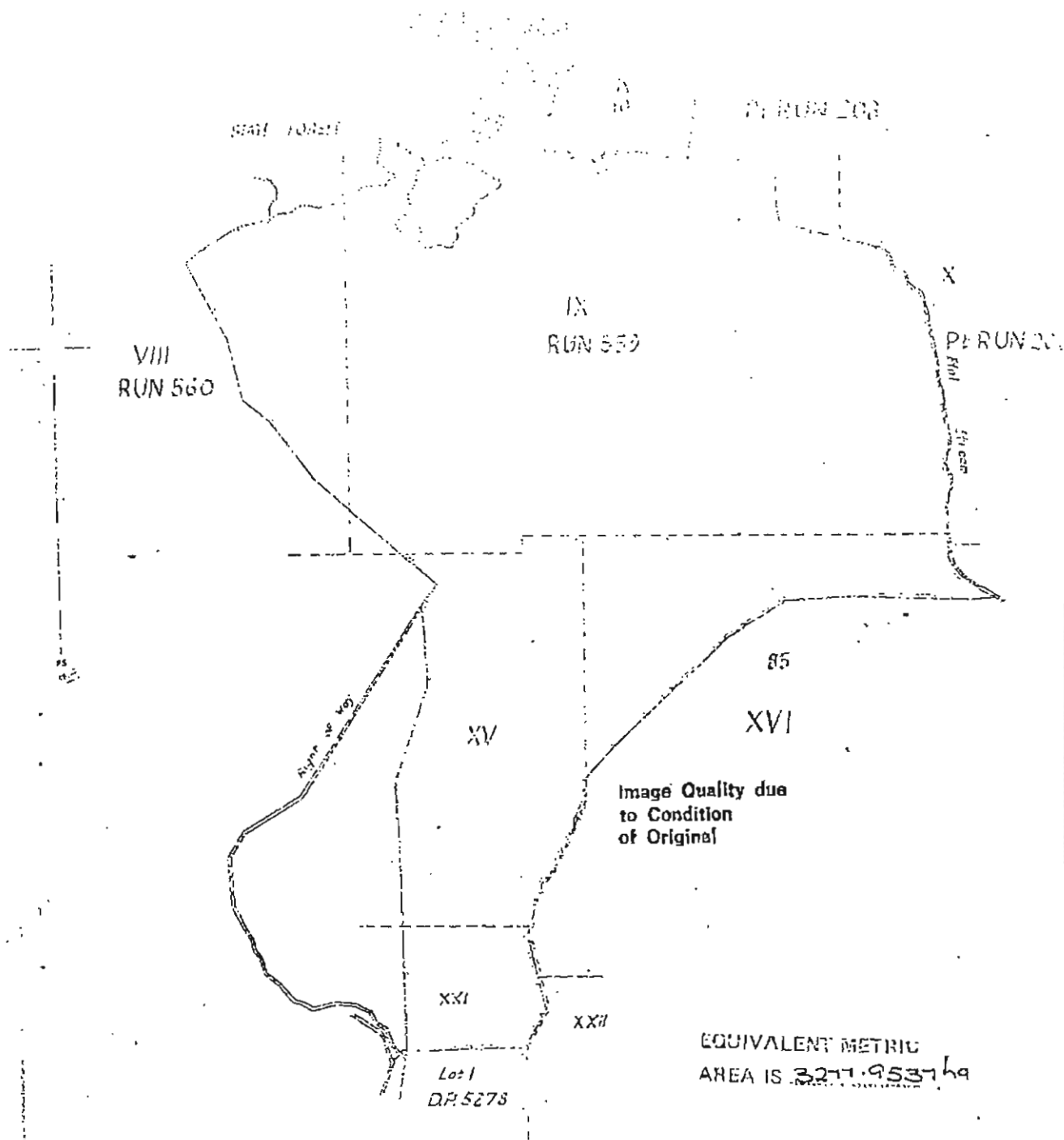
252297.8 Mortgage to Bank of New Zealand - 26.8.1997 at 10.30 am







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8,100 0 00

Scale: 40 chains to an inch

SD 556/2 6530



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206/5

0.1058.1 Variation of Mortgage 054485.1  
26.1.1983 at 10.36 am

*[Signature]*

A.L.R.

114104.1 Transfer of a one half share to Alma  
of Ohai Married Woman  
Olive Fraser - 14.12.1984 at 2.34 p.m.

*[Signature]*

A.L.R.

119864.1 Evidence of the change of name of the  
mortgagee in mortgage 282443 to Prestons  
Solicitors Nominee Company Limited - 26.6.1985  
at 2.47 p.m.

*[Signature]*

A.L.R.

126572.1 Memorandum of Variation of the terms  
of the within Lease - 31.1.1986 at 2.00 p.m.

*[Signature]*

A.L.R.

Pursuant to Section 4 of the Rural Banking  
and Finance Corporation Amendment Act  
1982 mortgages 200403, 212034 and 093230.1  
were vested in the Rural Banking and  
Finance Corporation of New Zealand -  
3.3.1986 at 2.25 p.m.

*[Signature]*

A.L.R.

127495.14 Transfer to Bradley & Whiting  
Farming Company Limited at Ashburton  
- 3.3.1986 at 2.25 p.m.

*[Signature]*

A.L.R.

127495.15 Mortgage to Alan and Alma  
Olive Fraser - 3.3.1986 at  
2.25 p.m.

187037.4

DISCHARGED  
26 AUG 1987  
A.L.F.

A.L.R.

127495.16 Mortgage to Trustbank Southland  
- 3.3.1986 at 2.25 p.m.

DISCHARGED  
26 AUG 1987  
A.L.F.

A.L.R.

143733.2 Mortgage to Wrightson NMA Limited  
- 21.8.1987 at 10.04 a.m.

DISCHARGED  
30 MAY 1991  
A.L.R.

A.L.R.

152929.1 Transfer of mortgage 143733.2  
to Wrightson Farmers Finance Limited  
at Wellington - 1.7.1988 at 11.35  
a.m.

*[Signature]*

A.L.R.

179721.1 Variation of the within Lease  
renewing the term for a further 33  
years commencing on 1.7.1990 and  
increasing the annual rental of  
\$1,200.00 and the rental value of  
\$80,000.00 - 27.9.1990 at 10.40 a.m.

*[Signature]*

A.L.R.

187039.5 Mortgage to The Rural Bank  
Limited - 30.5.1991 at 10.45 a.m.

DISCHARGED  
20 DEC 1993

*[Signature]*

A.L.R.

187039.6 Mortgage to Brightlingsea Dock  
and Wharfage Company Limited -  
30.5.1991 at 10.45 a.m.

DISCHARGED  
20 DEC 1993

*[Signature]*

A.L.R.

215824.3 Transfer granting Forestry  
Rights pursuant to the Forestry Rights  
Registration Act 1983 over part of the  
land herein to George Stanley Brown  
commencing on 8.9.1993 and expiring on  
30.9.2030 - 20.12.1993 at 11.00 a.m.

*[Signature]*  
A.L.R.

215824.4 Transfer to Struan William  
Minty of Beaumont Station farmer and  
Nigel George Alexander Minty of Orawia  
farmer as tenants in common in equal  
shares - 20.12.1993 at 11.00 a.m.

*[Signature]*  
A.L.R.

215824.6 Mortgage to Wrightson Farmers  
Finance Limited - 20.12.1993 at 11.00  
a.m.

DISCHARGED  
26 AUG 1987

*[Signature]*

*[Signature]*  
A.L.R.

The above memorial of discharge of  
Forestry Encouragement Agreement 235919  
has not been endorsed on the  
outstanding copy of Forestry  
Encouragement Agreement 235919  
production of same having been  
dispensed with - 27.4.1994 at 9.00 a.m.

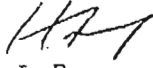
*[Signature]*  
A.L.R.

O V E R


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206/5


217298.1 Transfer of Forestry Rights Agreement  
215824.3 to Bradley & Whiting Farming  
Company Limited - 17.2.1994 at 10.50  
a.m.

  
A.L.R.

252297.8 Mortgage to Bank of New  
Zealand - 26.8.1997 at 10.30

  
for DLR

270058.1 Transfer of the  $\frac{1}{2}$  share of  
Nigel George Alexander Minty to Struan  
William Minty - 8.12.1999 at 2.35

  
for RGL

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1. 64.1 Evidence of the change of name  
of the mortgagee in mortgage 282443 to  
Prestons Solicitors Nominee Company Limited  
26.6.1985 at 2.47 p.m.

A.L.R.

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**John S Kirk**

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**From:** loladmin@linz.govt.nz  
**Sent:** Wednesday, 29 August 2001 14:52  
**To:** john.kirk@opus.co.nz  
**Subject:** ARDROSS



Image for Titles -  
SL206-5 - H...

The following images are delivered to you:  
Image for Titles - SL206-5 - Historic Title

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# COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952



Search Copy

Identifier **SL7A/616**  
Land Registration District **Southland**  
Date Registered 11 May 1984 02:26 pm

## Prior References

SL206/6

Type	Lease under s83 Land Act 1948		
Area	3300.0000 hectares more or less	Term	33 years commencing on the 1st day of July 1957 and renewed for a further 33 years commencing on 1.7.1990

Legal Description Run 656

Proprietors  
Struan William Minty

## Interests

051308.1 Land Improvement Agreement pursuant to the Soil Conservation and Rivers Control Amendment Act 1959 - 8.10.1979 at 1.40 pm

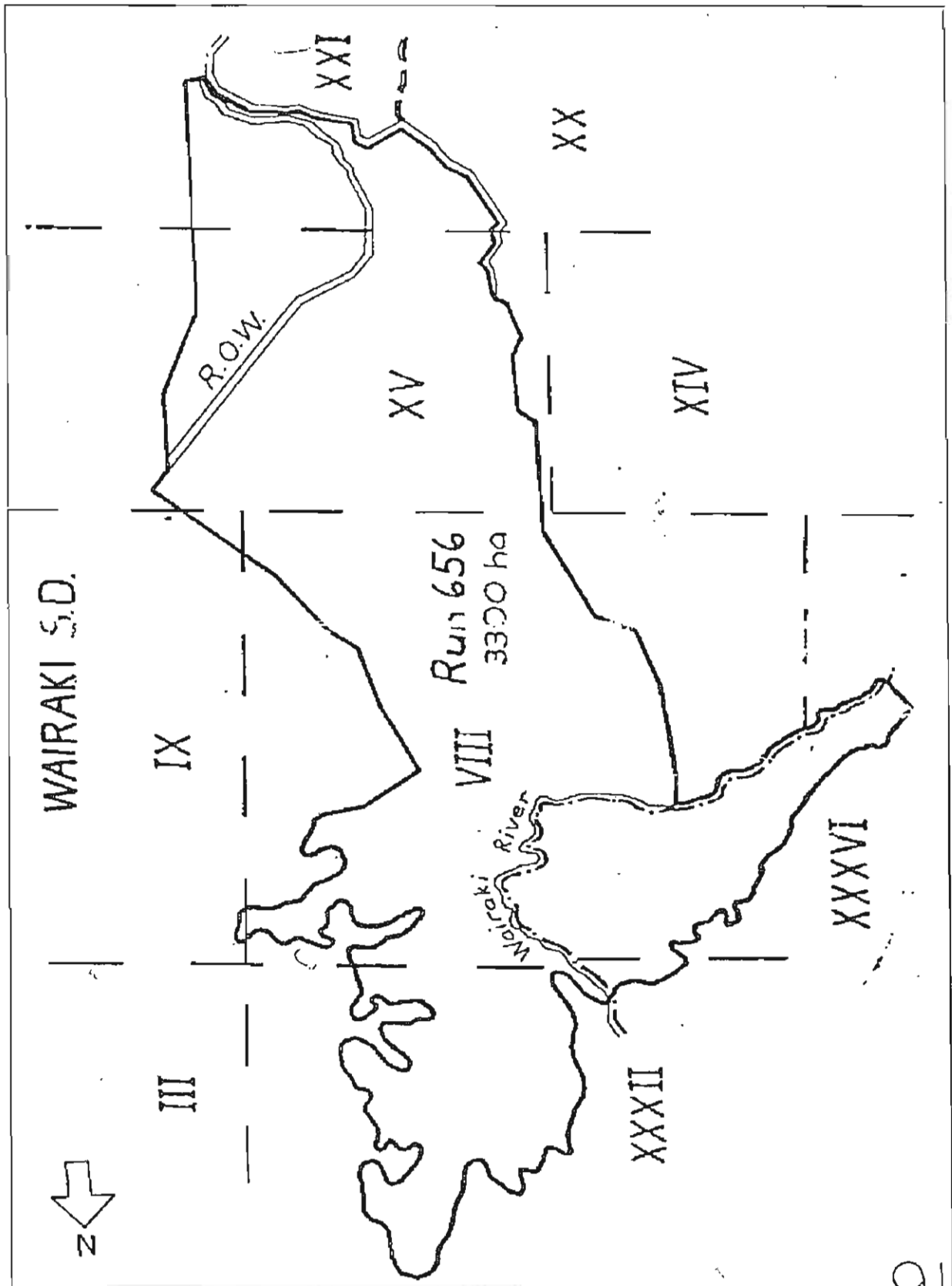
225287.1 Variation of the within lease renewing the term for a further 33 years commencing on 1.7.1990 and increasing the annual rental of \$2,212.50 and the rental value of \$147,500.00 - 20.10.1994 at 11.00 am

252297.7 Mortgage to Bank of New Zealand - 26.8.1997 at 10.30 am

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Identifier

SL7A/616





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

Historical Search Copy

R. W. Muir  
Registrar-General  
of Land

Identifier **SL7A/616**  
Land Registration District **Southland**  
Date Registered 11 May 1984 02:26 pm

**Prior References**  
SL206/6

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<b>Type</b>	Lease under s83 Land Act 1948	<b>Term</b>	33 years commencing on the 1st day of July 1957 and renewed for a further 33 years commencing on 1.7.1990
<b>Area</b>	3300.0000 hectares more or less		

**Legal Description** Run 656**Original Proprietors**  
Struan William Minty

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**Interests**

051308.1 Land Improvement Agreement pursuant to the Soil Conservation and Rivers Control Amendment Act 1959 - 8.10.1979 at 1.40 pm  
225287.1 Variation of the within lease renewing the term for a further 33 years commencing on 1.7.1990 and increasing the annual rental of \$2,212.50 and the rental value of \$147,500.00 - 20.10.1994 at 11.00 am  
252297.7 Mortgage to Bank of New Zealand - 26.8.1997 at 10.30 am

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REGISTER

(L. and S. H. 11)

NEW ZEALAND

SOUTHLAND

LAND DISTRICT

Entered in the Register-book, Vol. 206, fol. 6

the 5 day of March



Land Registrar.

206/6 CANCELLED

Image Quality due to Condition of Original

## Pastoral Lease of Pastoral Land under the Land Act,

No. P.27

This Deed, made the First day of March between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and

one thousand nine hundred and fifty-seven

LAND & DEEDS
Name: <i>P. H. Hine</i>
Form: <i>206/6</i>
5-MAR-1958
Time: <i>10</i>
Fee: <i>4/10</i>
Amount Recd: <i>49/5</i>

of Beaumont Station, in the Domain of New Zealand, Sheepfarmer (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 that piece or parcel of land containing by admeasurement Twelve thousand one hundred (12,100) acres, roads and perches, a little more or less, and being situated in the Land District of Southland, Run 560 (formerly Pt. Sec. 34 and Pt. Run 1670 and 1672) Waikaiti Survey District and Taitapu Survey District:

(hereinafter referred to as "the said land"), as the same is more particularly delineated in the plan ~~attached hereto~~ and therein coloured red in outline: together with the rights, easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demise unto the Lessee for the term of thirty-three years, commencing on the first day of July one thousand nine hundred and fifty-seven together with the period between the date of this lease and the aforesaid first day of July 1957

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 Southland the clear annual rent of One hundred and fifteen pounds (£ 115.0.0 ) 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 (£ ) (the receipt of which sum is hereby acknowledged) and thereafter by ( ) half-yearly instalments of pounds shillings pence (£ : : ) on the 1st day of January and the 1st day of July in each year in the same manner as aforesaid

AND the Lessee doth hereby covenant with the Lessor as follows, that is to say:-

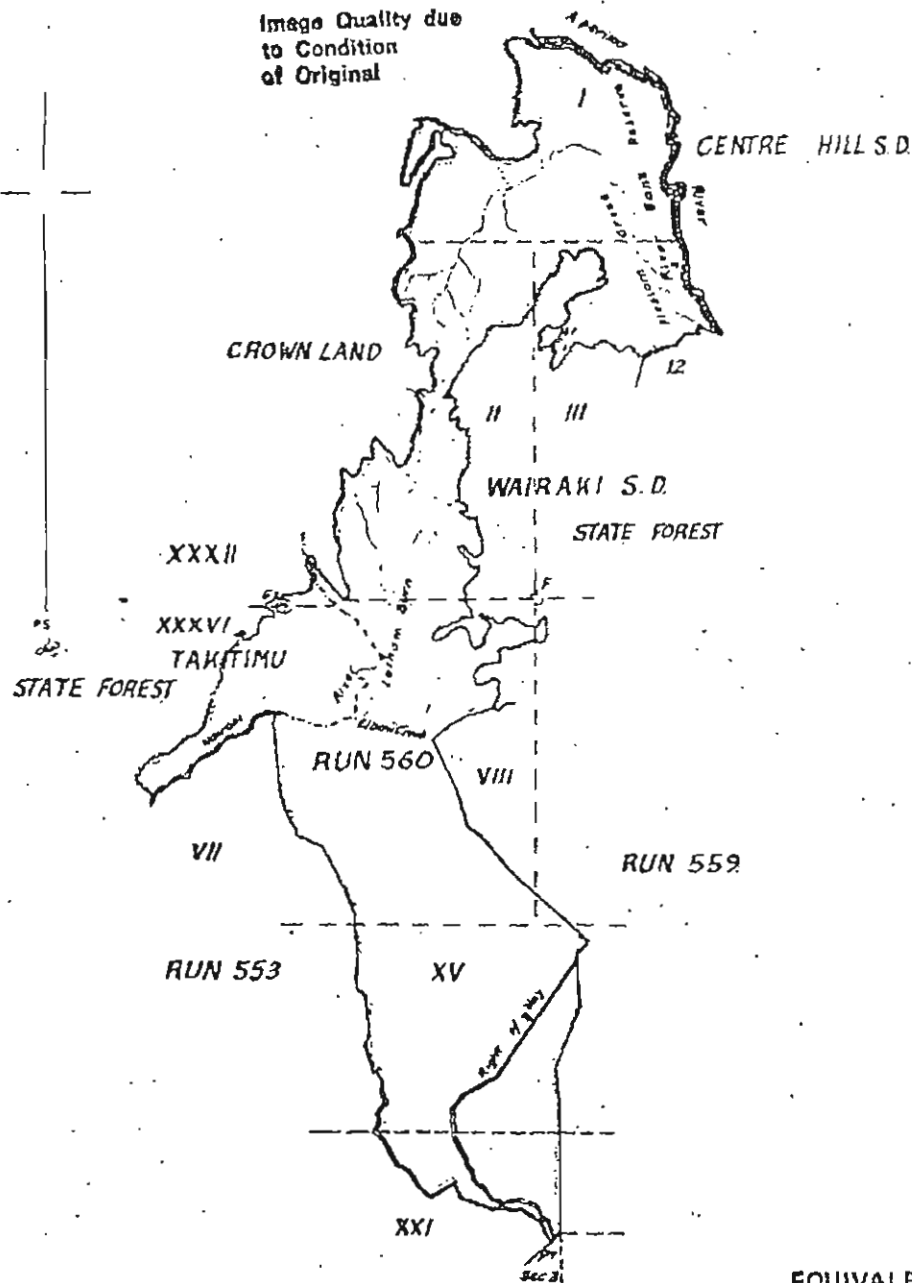
1. THAT the Lessee will fully and punctually pay the rent herebefore reserved at the times and in the manner herebefore named in that behalf; and also will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that now are or hereafter may be assessed, levied, or payable in respect 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 make continuous residence on the said land.
3. THAT the Lessee will hold and use the said land ~~as aforesaid~~ 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 Southland (hereinafter referred to as "the Commissioner") cut and trim all 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, 1923.
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, 1923, 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. That the Lessee shall exercise due care in stocking the said land and shall not overstock.

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

- (a) THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil.
- (b) THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1944) 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 seed or situated within 50 yards of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards 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 61 (3) of the Land Act, 1948, a new lease of the land hereby leased at a rent to be determined in the manner prescribed by Part VIII of the said Act for a term of thirty-three years computed from the expiration of the term hereby granted and subject to the same covenants and provisions as this lease, including this present provision for the renewal thereof and all provisions ancillary or in relation thereto.

206/6

Image Quality due  
to Condition  
of Original



12,100.0.00

EQUIVALENT METRIC  
AREA IS 4,896.6962 ha.

Scale: 1 mile to an inch.

Reference Plans S.06530 & 6562

-over-

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206/6

- (d) The Lessee shall have the right of acquiring the fee simple of the said land.
- (e) The Lessee shall, 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 suitable 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 back or scrub and sow the land as cleared in grass;
  - (v) Suffer any portion of the said land to be overgrazed.
- 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.
- (f) THAT the Lessee shall maintain fences, including the said land and shall not enclose, 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 sheep to be depastured on the said land during the lease shall not, without the prior consent of the Commissioner, exceed a basis of one of one hundred sheep and of one and a half for breeding ewes.
- See below
- (g) THAT if the Lessee shall have New Zealand or elsewhere the said land or if he cannot be found or if he shall neglect or fail or refuse to comply with the provisions and conditions herein expressed or implied in 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 116 of the Land Act, 1914, declare this lease to be forfeit, and that without discharging or releasing the Lessee from liability for rent due or accruing due or for any prior breach of any covenant or condition of the lease.
- (h) THAT these presents are intended to take effect as a personal lease under the Land Act, 1914, and the provisions of the said Act and of the regulations made thereunder applicable to such lease shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

SCHEDULE

IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE

Witness whereof the Commissioner of Crown Lands for the Land District of Southland, and these presents have also been executed by the said Lessee.

on behalf of the Lessor, both hereto set his

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

Witness: \_\_\_\_\_

Occupation: \_\_\_\_\_

Address: \_\_\_\_\_

Commissioner of Crown Lands

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

Witness: \_\_\_\_\_

Occupation: \_\_\_\_\_

Address: \_\_\_\_\_

Lessee

(1) Subject to a right of way over part coloured yellow as shown on plan entered hereto:

- (2) That the lessee shall be deemed not to have failed to use due care in stocking, or to have overstocked so long as the number of a stock depastured on the said land, while it is being farmed, does not exceed 2500 sheep and 110 cows (being an increase of ten per cent on the assessed carrying capacity of the land in this lease) but the Commissioner may by notice in writing permit the lessee to depasture thereon any greater number should he deem it advisable or expedient so to do. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.

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

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

Witness: *L. H. Gill*

Occupation: *Land Office Clerk*

Address: *Invercargill*

*G. L. Gill*  
Commissioner of Crown Lands

Signed by the abovesigned as Lessee, in the presence of -

Witness: *W. H. Hume*

Occupation: *Clerk*

Address: *Remuera, Invercargill*

*J. W. Hume*  
Lessee

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205170 of S. d. local fines  
with... to...  
Chair... Women and William  
Smith of...  
22-1-1966 at 2.15 p.m.

206/6

085061.3

003336.1 Mortgage to Rural Banking and Finance Corporation of New Zealand 29.7.1975 at 2.07 p.m.

205171 Certificate by the Commissioner of Crown Lands increasing the annual rental to £230. 18-5-1965 at 2.40 p.m.

003336.2 Mortgage to James Henry Anderson 29.7.1975 at 2.07 p.m.

No. 205172 Variation of terms 18-5-1965 at 2.40 p.m.

024018.1 Transmission of Mortgage 003336.2 to Margaret Jane Anderson and John Sydney Guise as Executors 16.5.1977 at 9.11 a.m.

Transfer 205173 to Beaumont Station Limited at Invercargill 18-5-1965 at 2.40 p.m.

025092.1 Variation of Mortgage 003336.1 14.6.1977 at 1.47 p.m.

Mortgage 205174 to Helen Fraser and William (jointly interest) and James W. Fraser in shares. 18-5-1965 at 2.40 p.m.

029526.1 Mortgage to Rural Banking and Finance Corporation of New Zealand 1.11.1977 at 1.40 p.m.

Mortgage 211306 to The State Advances Corporation Ltd 1.11.1977 at 1.40 p.m.

029526.4 Mortgage to Dalgety Custodian Limited 1.11.1977 at 1.40 p.m.

235749 Transmission of the shares of 100 shares of the company of James William Fraser to his wife and William Smith of... 14.6.1976 at 2.25 p.m.

029526.5 Memorandum of Priority making mortgages 029526.4, 211306, 003336.1 and 029526.1 first, second, third and fourth mortgages respectively 1.11.1977 at 1.40 p.m.

250428 Transmission of Mortgage 205174 to William Smith as executor 8.4.1971 at 12.20 p.m.

Variation of Mortgage 211306 18.8.1971 at 2.58 p.m.

255856 Caveat by... 11.15 am

REPRODUCTION (ON A REDUCED SCALE) OF THE ORIGINAL REGISTER FOR THE PURPOSES OF SECTION 215A LAND TRANSFER ACT 1952

Variation of Mortgage 205174 30.7.1973 at 2.15 p.m. (consent of Caveator in Caveat 255856) 15-8-1973

045684.1 Mortgage to Rural Banking and Finance Corporation of New Zealand 12.4.1979 at 2.08 p.m.

045684.2 Mortgage to Rural Banking and Finance Corporation of New Zealand 12.4.1979 at 2.09 p.m.

050683.1 Variation of Mortgage 029526.1 18.9.1979 at 2.09 p.m.

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206/6

O. 508.1 Land Improvement Agreement  
under the Soil Conservation and  
Rivers Control Amendment Act 1959  
8.10.1979 at 1.40 p.m.

*Stith*  
A.L.R.

059537.1 Variation of Mortgage 029526.1  
10.7.1980 at 2.54 p.m.

*Beene*  
A.L.R.

059537.2 Variation of Mortgage 045684.1  
10.7.1980 at 2.55 p.m.

*Beene*  
A.L.R.

059537.3 Variation of Mortgage 045684.2  
10.7.1980 at 2.55 p.m.

*Beene*  
A.L.R.

073397.1 Variation of mortgage 029526.1  
25.8.1981 at 10.49 a.m.

*Ward*  
A.L.R.

Part of The within land is now known as Sections 139,  
140, 141 and 142 Block I Wairaki Survey District  
- 7.9.1983 at 2.13 p.m.  
See New Appellation 098417.1.

*Ward*

A.L.R.

106128.1 Surrender of the within Lease as to  
part of Run 560 - 11.5.1984 at 2.26 p.m.

*Ward*

A.L.R.

106128.2 Pastoral Lease 7A/616 issued for  
Run 656 - 11.5.1984 at 2.26 p.m.

*Ward*

A.L.R.

106128.3 Pastoral Lease 7A/617 issued for  
Sections 139, 140, 141, 142 Block I Wairaki  
District - 11.5.1984 at 2.26 p.m.

*Ward*

A.L.R.

7A/614

*Cancelled duplicate  
destroyed*

227924.1 New Appellation declaring part  
of the within land to be now known as  
Section 1 SO 12055 - 25.1.1995 at 9.05  
a.m.

*Jim Dolden*  
D.L.R.

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**REGISTER**

Entered in the Register book

L. & S.—B. 4

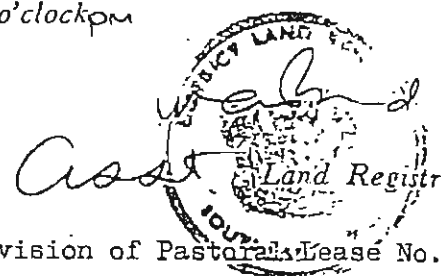
NEW ZEALAND

Form <sup>Part</sup> Vol. 206 fol. 6

11<sup>th</sup> day of MAY

L. & S. Ref. No. P 91

1984, at 2.26 o'clock PM

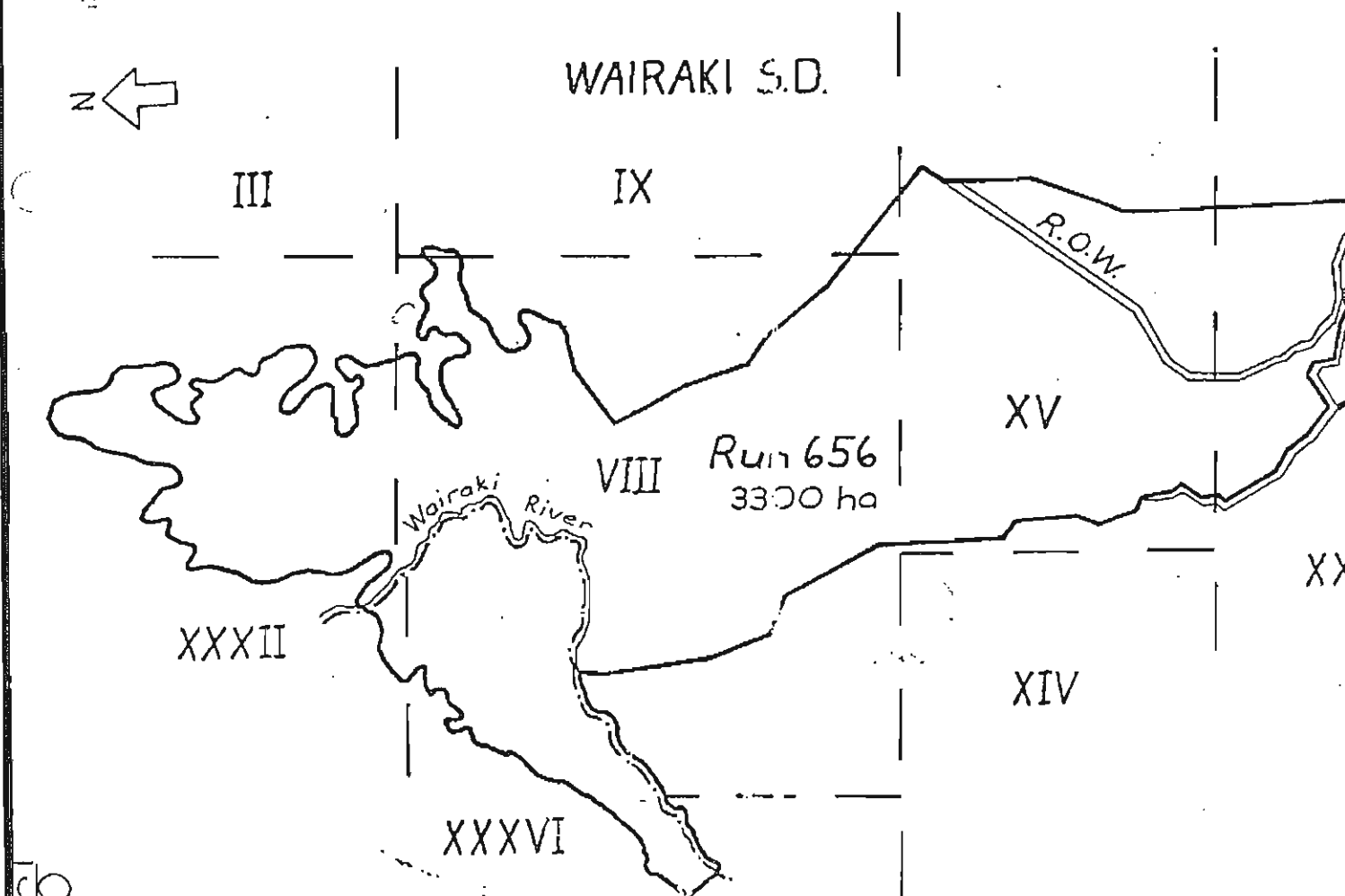


# Pastoral Lease under the Land Act 1948

ISSUED PURSUANT TO SECTION 93 of the Land Act 1948 on the subdivision of Pastoral Lease No.

**This Deed**, made the 3<sup>rd</sup> day of December 1981 between HER MAJESTY THE QUEEN (hereinafter referred to as "the Lessor") of the one part, and BEAUMONT STATION LIMITED, a duly Incorporated Company having its registered office at Invercargill

(hereinafter referred to as "the Lessee"), of the other part: WITNESSETH that, in consideration of the hereinafter reserved, and of the covenants, conditions, and agreements herein contained and implied, on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee, all that parcel of land containing by estimation 3300 hectares more or less, situated in the Land District of Southland, and being Run 656, situated Blocks XXXII, XXXVI, Takitimu Survey District and Blocks II, VIII, IX, XV and XXI, Wairaki Survey District as the same is more particularly delineated with bold black lines on the plan hereon; together with the right



AND the Lessee doth hereby covenant with the Lessor as follows:


2. That the Lessee will at all times farm the land hereby demised in a manner to promote soil conservation prevent erosion and will comply with the provisions of the Soil Conservation and Rivers Control Act 1948

THAT pursuant to the provisions of the Noxious Animals Act 1956 officers and employees of the New Zealand Forest Service and other authorised persons 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 Service is charged with the duty of terminating or controlling, or for the purpose of destroying any such animals: Provided that such officers, employees, and other authorised persons in the performance of the said duties shall at all times avoid any disturbance of the Lessee's stock.

AND it is hereby declared and agreed that these presents are intended to take effect as a Pastoral Lease of pas-  
land under Section 66<sup>8</sup> of the Land Act 1948, and the provisions of the said Act and of the regulations made th-  
under applicable to such leases shall be binding in all respects upon the parties hereto in the same manner  
such provisions had been fully set out herein.

N:1

Signed by ~~\_\_\_\_\_~~ in the presence of \_\_\_\_\_

 Commissioner of Crown Lands.





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7A/616

051308.1 Land Improvement Agreement under the Soil Conservation and Rivers Control Amendment Act 1959 - 8.10.1979 at 1.40 p.m.

*Ward*

A.L.R.

108283.1 Transfer to Struan William Minty of Beaumont Station farmer (as to an undivided onehalf share) and Lynette Rae Minty of Beaumont Station married woman, Thomas McNeil Pryde of Invercargill solicitor and John Gordon Minty (Jnr) of Mossburn farmer (as to an undivided one-half share) (jointly inter se) as tenants in common in the said shares - 11.7.1984 at 2.50 p.m.

*Ward*

A.L.R.

110852.1 Mortgage to MacDonald & Bayley Nominees Limited - 27.9.1984 at 2.18 p.m.

DISCHARGED  
26 AUG 1987

*Ward*

734441

A.L.R.

110953.1 Mortgage to Rural Banking and Finance Corporation of New Zealand - 19.9.1984 at 2.31 p.m.

DISCHARGED  
9 APR 1990

*Ward*

A.L.R.

115471.2 Variation of Mortgage  
110953.1 - 14.2.1985 at 2.28 p.m.

DISCHARGED  
26 AUG 1987

120276.2 Mortgage to Rural Banking and Finance Corporation of New Zealand - 8.7.1985 at 2.17 p.m.

*Ward*

A.L.R.

120276.3 Memorandum of Priority making mortgages 120276.2 and 110953.1 first and second mortgages respectively - 8.7.1985 at 2.16 p.m.

*Ward*

A.L.R.

130287.2 Variation of mortgage  
110953.1 - 9.6.1986 at 2.11 p.m.

*Ward*

A.L.R.

142071.1 Mortgage to Rural Banking and Finance Corporation of New Zealand - 1.7.1987 at 1.48 p.m.

DISCHARGED  
26 AUG 1987

*Ward*

*Ward*

A.L.R.

171386.1 Transfer of the one half share of Lynette Ray Minty, Thomas McNeil Pryde and John Gordon Minty (Jnr) to Struan William Minty abovenamed - 12.2.1990 at 11.06 a.m.

*Ward*

A.L.R.

DISCHARGED

202440.1 Mortgage to Wrightson Farmers Finance Limited - 5.10.1 at 10.46 a.m.

*Ward*

*Ward*

A.L.R.

225287.1 Variation of the within renewing the term for a further 3 years commencing on 1.7.1990 and increasing the annual rental of \$2,212.50 and the rental value of \$147,500.00 - 20.10.1994 at 11.00

*Ward*

A.L.R.

182820.1 Change of Name of the mortgagee in Mortgages 120272.2 and 142071.1 to The Rural Bank Limited - 21.12.1990 at 11.29 a.m.

*Ward*

for I

252297.7 Mortgage to Bank of New Zealand - 26.8.1997 at 10.30

*Ward*

for I

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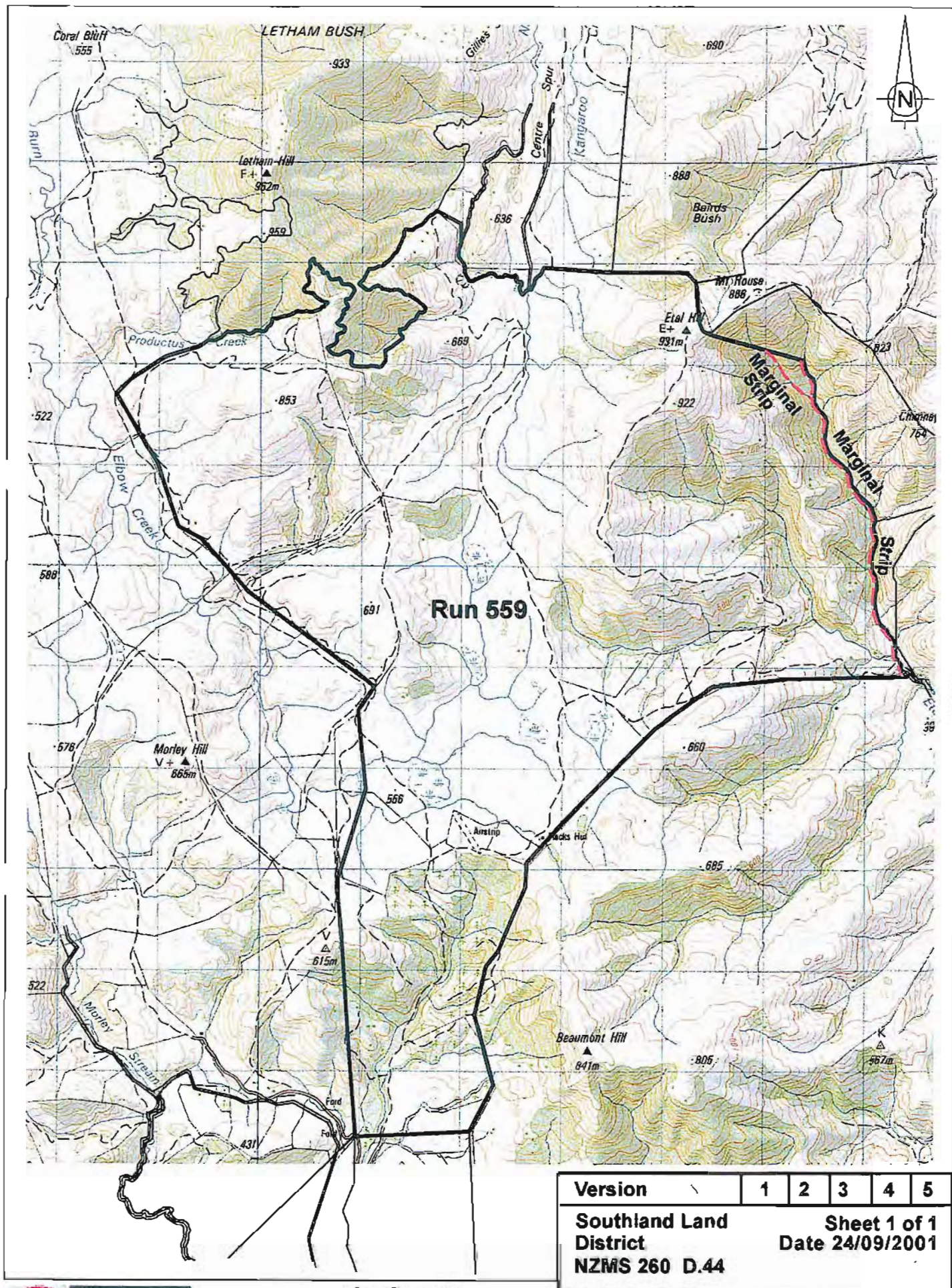
Ardross (Southland)  
Report on Due Diligence – Activity 2.6

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***Schedule D – Status Plan***



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Version	1	2	3	4	5
Southland Land District	Sheet 1 of 1				
NZMS 260 D.44	Date 24/09/2001				



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# LAND STATUS REPORT

13 November 2001

Grant Webley  
Crown Property Management  
Land Information New Zealand  
Private Bag 4721  
Christchurch



Dear Grant

CON/50214/09/12653/A

**Land Status Report – Ardross**

Attached for the consideration of the Commissioner of Crown Lands or delegate is a copy of the status report required in terms of Crown Pastoral Land standard 6 section 3 [project plan 1 of 5 activity 3.3].

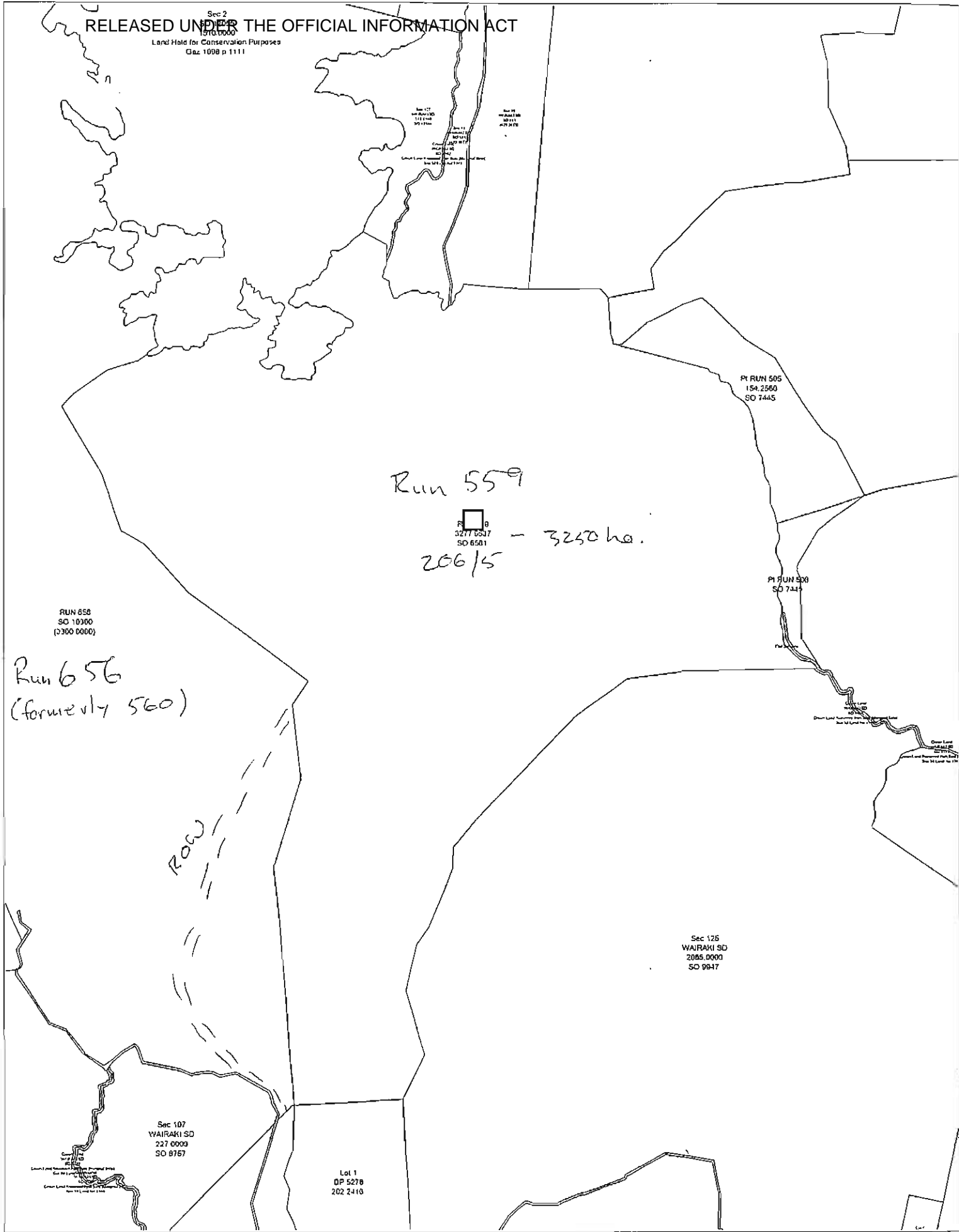
We have also enclosed as requested all supporting documents and plans relating to this land status report.

Please note I have also enclosed for your information a memo from the Chief Surveyor to the Commissioner of Crown Lands, which was provided with the report.

Dave Payton  
Tenure Review Contract Manager

Log: 8329

Sec 2  
1970.0000  
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Land Held for Conservation Purposes  
Gaz. 1000 p 1111



Scale 1:50000  
0 500 1000 1500 2000 2500 3000 3500 4000 4500 5000 5500 6000m

Mr G Patrick -  
OPUS  
Private Bay 1913 -  
Dunedin

with compliments



Ardross signed & returned as requested  
Enclosed is a copy of a letter to the Commissioner  
of Crown Lands re this section  
Regards  
M. Martin

# Internal Memo



To: Dave Gullen  
Commissioner of Crown Lands

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cc:

---

From: Max Warburton  
REGIONAL REGULATORY-SURVEY

---

Date: 9 November 2001

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File Ref: SAS 03-04-00 Vol 17

---

Subject: TENURE REVIEWS. ARDROSS, Ps 28,  
RUN 559

---

Dunedin Regional Office  
John Wickhille House  
Princes St  
Private Bag 1820  
Dunedin  
New Zealand  
Tel 04-3477 0050  
Fax 04-3477 3547  
Internal  
<http://www.linz.govt.nz>

**Purpose** To raise issues pertinent to the tenure review process.

**Background** Garry Patrick an accredited agent with OPUS has produced a status check for Ardross in terms of the specifications for LINZ Contract No. 50269. He has identified a number of conflicts in LINZ records.

1. SO 11909 SL is a redefinition of Run 559. This plan reduces the area of the area of the Run from 3277.9537ha to 3250.0ha.

The existence of this plan and the amended area warrants an action in terms of Sec 113 (1) (b) of the Land Act 1948.

6563

2. Run 559 is served by a ROW over the adjoining Run 560:

The existence of this ROW is recorded on SO 6530 SL, the historical title over Run 560 (Reg Vol SL 206/6) and the current title for Run 559. (SL 206/5).

Run 560 was subdivided by SO 10390 SL and approved on 1 July 1983. The portion of the original Run over which the ROW runs is now Run 656. SL 7A/616 was issued for this parcel in 1984 and while the title diagram depicts the ROW as does SO 10390 SL an appropriate memorial has not been recorded on the title.

It is possible this omission was intentional but it appears unlikely.

If the ROW ceases to exist the Registrar should be informed that the title diagram is in error.



Alternatively the Registrar should be requested to bring down the ROW onto SL 7A/616.

3. The Lease of Run 559 (SL 206/5) was renewed on 1 July 1990 for a further 33 years.

The Conservation Law Reform Act 1990 came into effect on the 10 April 1990. As a consequence Run 559 has been subject to Pt IVA of the Act since 1 July 1990 but there is no memorial on the lease which records that fact.

I have discussed this issue with the Registrar who agrees that there is an omission and the appropriate amendment will be made.

4. The status check for Twin Peaks, Run 201G, P 204, OT 386/94 was presented by David Abercrombie recently. This is another situation where Pt IVA etc has been omitted from the title (see attached copy of a letter to the Registrar.)

In this case Mr van Bolderen has agreed to undertake the amendment without further notification.

#### 5 **Comment**

While some of the above can be construed as being issues of a minor nature they affect rights which pertain to the property and have the ability to create confusion and waste resources during the conversion of the lease to a fee simple title.

I believe omissions of this type should be rectified as soon as they are identified to assist all those working in the process. This being the case I would recommend that when identifying a conflict the agent immediately informs your office requesting the appropriate action. This would mean that the status check could be presented as a correct document for certification not one which is subject to probable amendment.



M H Warburton

# OPUS INTERNATIONAL CONSULTANTS LIMITED

## DUNEDIN OFFICE

Project Number 6NLITR.02/ 076YD

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No: 50269 dated September 2001 and is undertaken for the purposes of tenure review in terms of the Crown Pastoral Land Act 1998.



<b>LAND STATUS REPORT for Ardross</b>			LIPS Ref 12653
Property	1	of	1

Land District	Southland
Legal Description	Run 559,
Area	3250.0000 ha
Status	Crown Land subject to Pastoral Lease Ps28
Instrument of title / lease	SL206/5
Encumbrances	Subject to 1) Land Improvement Agreement 047326.1. 2) Forestry Right 215824.3.
Mineral Ownership	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 1853 Murihiku Purchase.
Statute	Land Act 1948 and Crown Pastoral Land Act 1998.

Data Correct as at	25 October 2001
[Certification Attached]	

Prepared by	Garry Patrick
Crown Accredited Agent	Opus International Consultants Ltd, Dunedin

### Certification

Pursuant to Section 11(1)(i) 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 under the Land Act 1948 subject to Pastoral Lease

Max Haydn Warburton  
 Chief Surveyor

Land Information New Zealand, Dunedin.

9 / 11 / 2001

<b>LAND STATUS REPORT for Ardross</b>				LIPS Ref 12653
Property	1	of	1	

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

The area on the registered lease is at variance with the redefinition plan SO 11909.

Terraview does not represent SO 11909 that fixed some boundaries along bush and stream edges based on 1982 aerial photography.

The legal description on Ps028 is appended with the words "together with a right-of-way over part of Run 560 Takatimu SD". This adjoining land is subject to Pastoral Lease, Ps27. Ps27 was originally registered as SL206/6 over Run 560 and contained a condition in respect to this right-of-way. "Condition i) Subject to a right-of-way over part coloured yellow as shown on the plan annexed hereto". Ps27 was subdivided in 1984 and a new lease, SL7A/616, issued over Run 656. This new lease does not contain any conditions in reference to the right of way.

If still required the access should be formalised by way of easement.

Department of Conservation in commenting on status issues advised that it enjoys access through Ardross to two adjoining conservation areas, Etal Hill and Letham Bush. Formal access may be addressed.

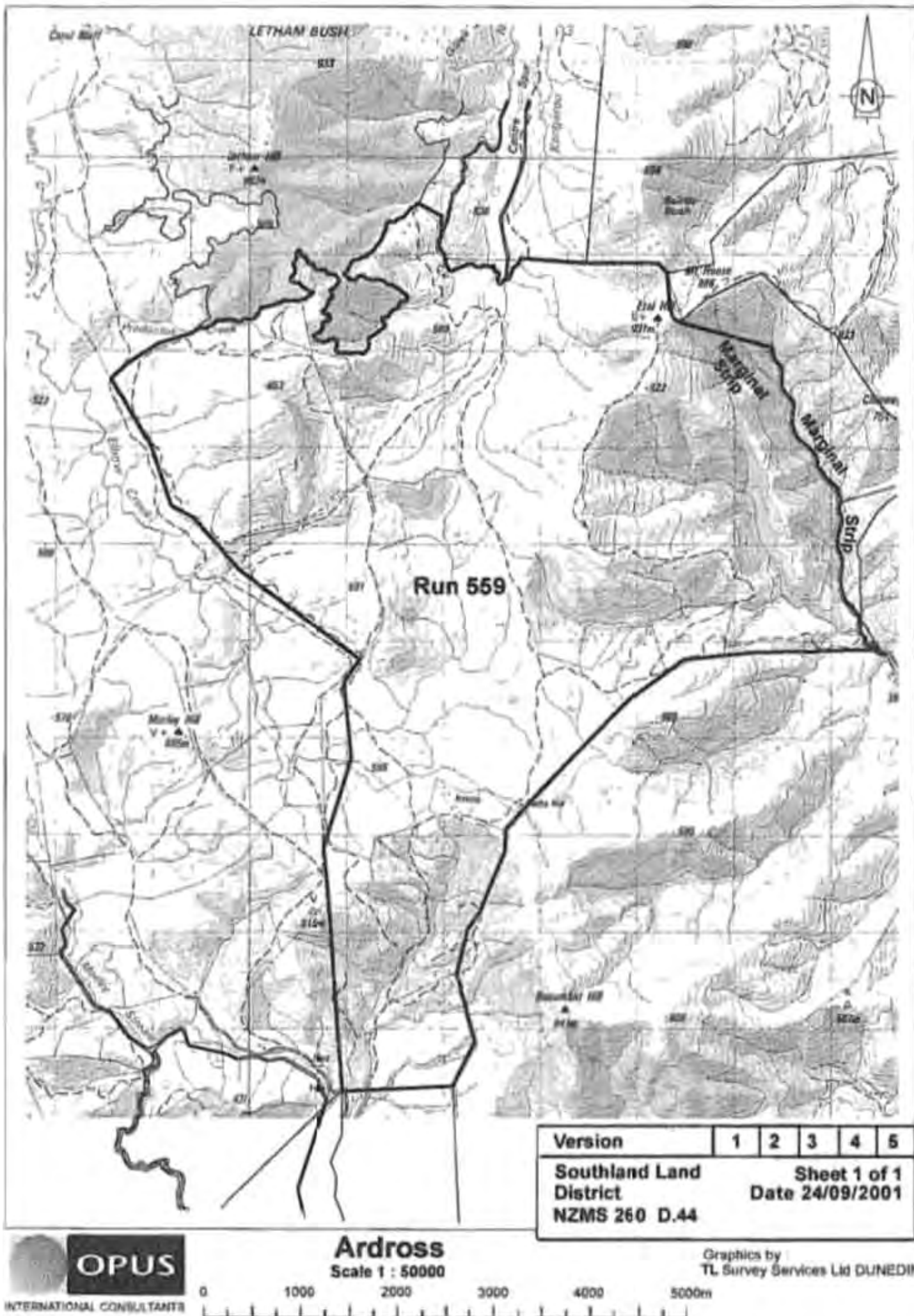
<b>LAND STATUS REPORT for Ardross</b>				LIPS Ref 12653
Property	1	of	1	

**Research Data: Some Items may be not applicable**

SDI Print Obtained	Yes
NZMS 261 Ref	D44
Local Authority	Southland District Council
Crown Acquisition Map	Murihiku
SO Plan	SO 11909 dated August 1993 being a redefinition plan of Run 559.  SO's 6530, 6561 and 6562 of December 1958 are plans of Parts of Run 559.  Other plans viewed but not impacting on status report – SO's 2415, 2416, 5812, 9197, 10000, 12095, 2757, 2754, 12110, 2756, and 11908.
Relevant Gazette Notices and / or Computer interest register.	N/A
CT Ref / Lease Ref	SL206/6
Plan Index	Sighted but not copied. SO's noted for Run 559 are 6530, 6562 & 6565.
Legalisation Cards	SO's 11909, 6530, 6562 & 6565 no cards.
Statutory Actions (Landonline)	Nil
CLR	Sighted. Supports pastoral status as at 31 March 1987 [disestablishment of Lands and Survey when CLR ceased to be maintained].
Allocation Maps (if applicable)	SO 11161 for D44 - nothing within boundaries. However two conservation areas adjoin the lease and are recorded as No's 17 & 24.
VNZ Ref - if known	30390/46300
Crown Grant Maps	Not searched.

<b>LAND STATUS REPORT for Ardross</b>				LIPS Ref 12653
Property	1	of	1	

If Subject land Marginal Strip: a) Type [Sec 24(9) or Sec 58] b) Date Created c) Plan Reference	a) Sec 24(9) b) 1 July 2000. c) SO 11909.
If Crown land – Check Irrigation Maps.	No map for D44.
Mining Maps	D44 Coal and Peat – sighted & nothing found. D44 Mining – notes application PP 39140 however Mining Schedules index not sighted. Unaware if privilege still current or not.
If Road a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989 b) By Proc	a) SO Plan N/A b) Proc Plan c) Gazette Ref
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) b) No. c) <input checked="" type="checkbox"/> 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 1853 Murihiku Purchase. <input type="checkbox"/> Contained in [provide evidence] d) No other relevant information found.



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

**Identifier** SL7A/616  
**Land Registration District** Southland  
**Date Registered** 11 May 1984 02:26 pm

**Prior References**  
SL206/6

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<b>Type</b>	Lease under s83 Land Act 1948	<b>Term</b>	33 years commencing on the 1st day of July 1957 and renewed for a further 33 years commencing on 1.7.1990
<b>Area</b>	3300.0000 hectares more or less		

**Legal Description** Run 656**Proprietors**

Struan William Minty

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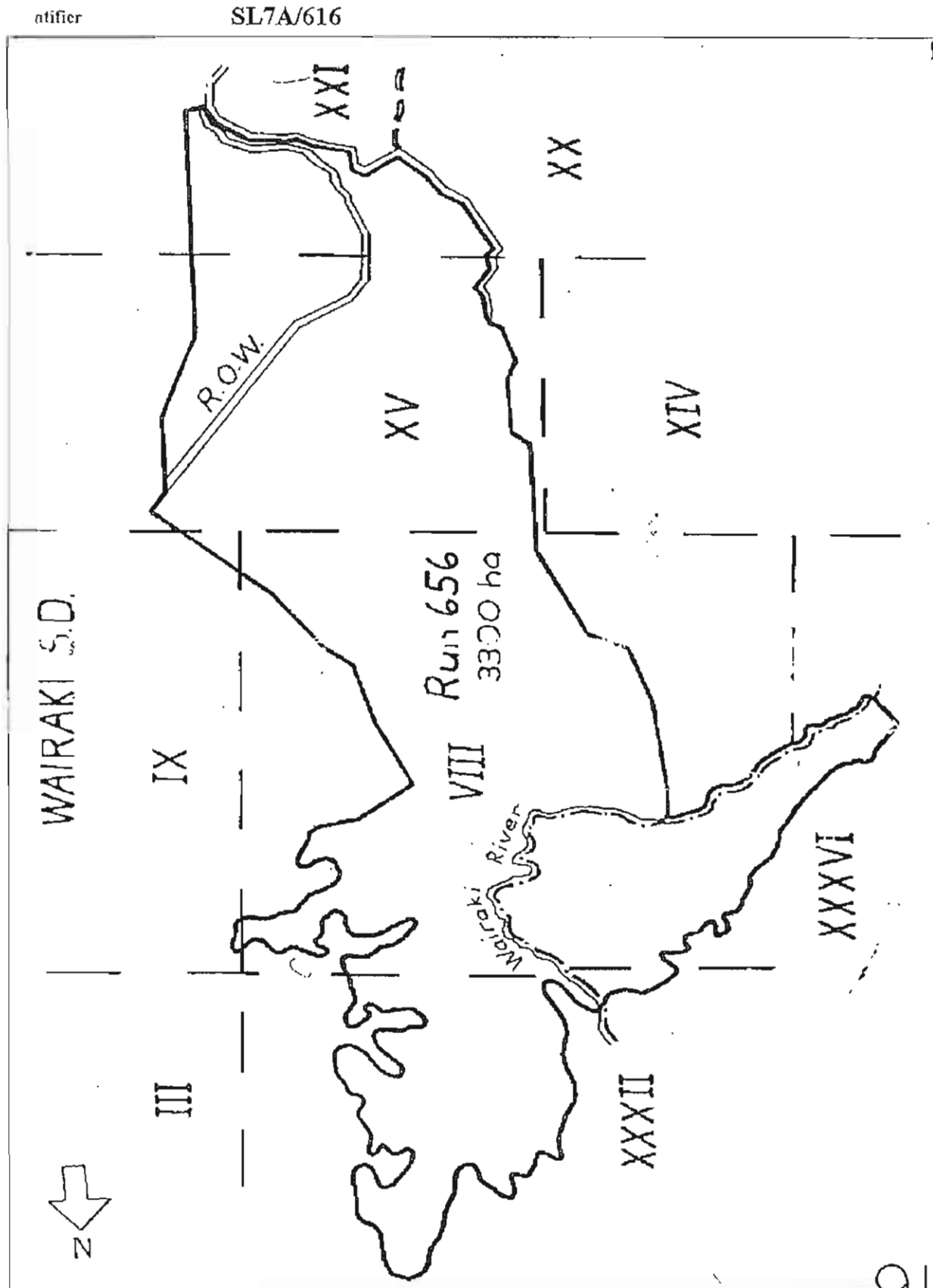
**Interests**

051308.1 Land Improvement Agreement pursuant to the Soil Conservation and Rivers Control Amendment Act 1959 - 8.10.1979 at 1.40 pm

225287.1 Variation of the within lease renewing the term for a further 33 years commencing on 1.7.1990 and increasing the annual rental of \$2,212.50 and the rental value of \$147,500.00 - 20.10.1994 at 11.00 am

252297.7 Mortgage to Bank of New Zealand - 26.8.1997 at 10.30 am

RELEASED UNDER THE OFFICIAL INFORMATION ACT





RELEASED UNDER THE OFFICIAL INFORMATION ACT

**REGISTER**

L. & S.—B. 4

Entered in the Register-book, this 11th day of May 1981

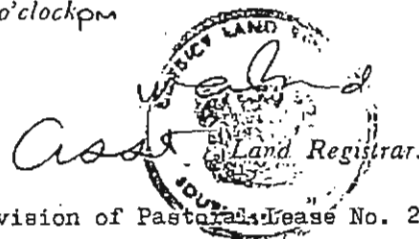
NEW ZEALAND

Former Part of Vol. 206 fol. 6

11th day of May

L. & S. Ref. No. P 91

1981, at 2.26 o'clock pm



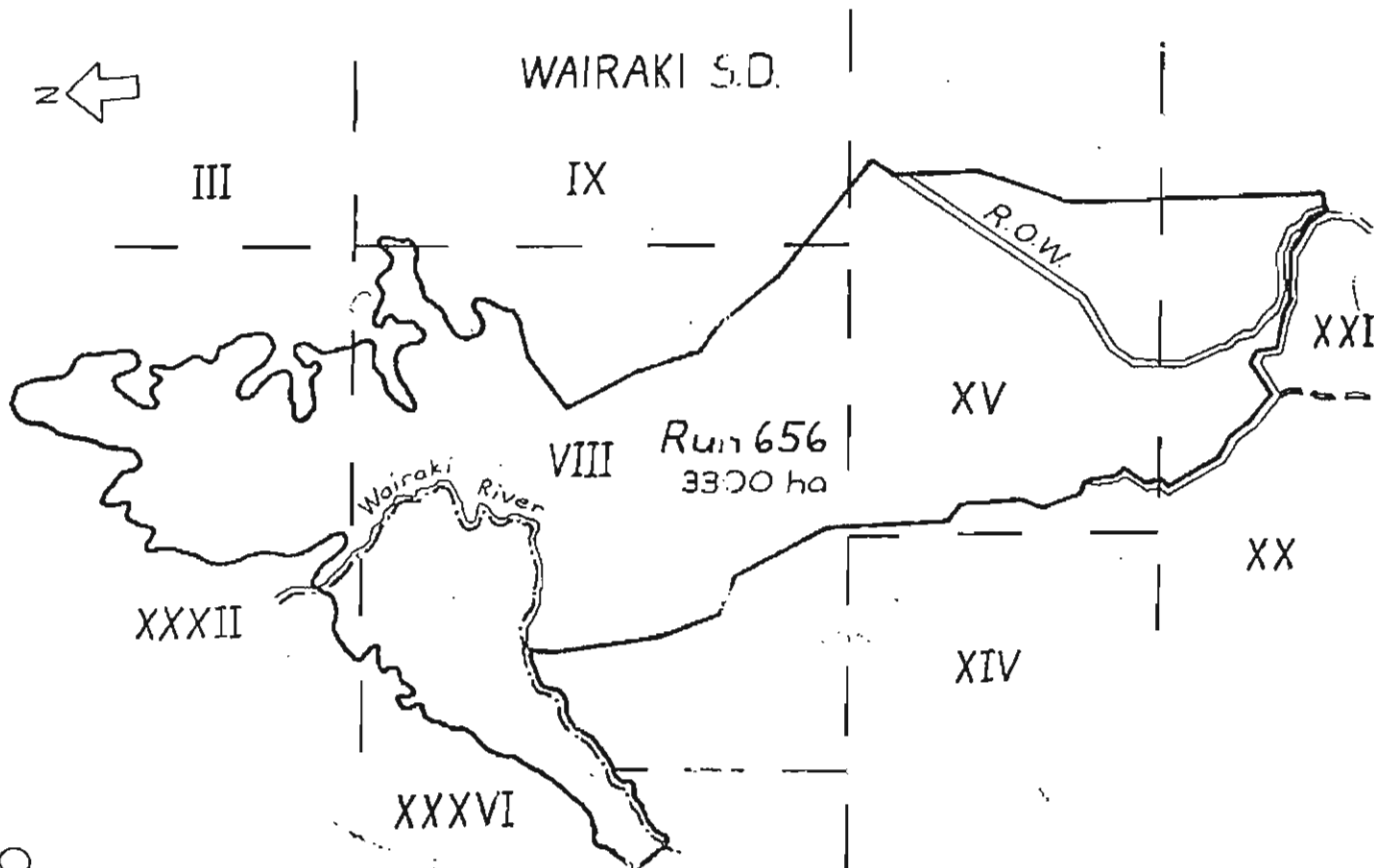
**Pastoral Lease under the Land Act 1948**

ISSUED PURSUANT TO SECTION 93 of the Land Act 1948 on the subdivision of Pastoral Lease No. 27.

**This Deed**, made the 3rd day of December 1981 between HER MAJESTY THE QUEEN (hereinafter referred to as "the Lessor") of the one part, and BEAUMONT STATION LIMITED, a duly Incorporated Company having its registered office at Invercargill

(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 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 parcel of land containing by estimation 3300 hectares more or less, situated in the Land District of Southland, and being Run 656, situated in Blocks XXXII, XXXVI, Takitimu Survey District and Blocks II, VIII, IX, XV and XXI, Wairaki Survey District

as the same is more particularly delineated with bold black lines on the plan hereon; together with the rights,—



TAKITIMU S.D.

SO 10390

Ex. 1284

7A'616



RELEASED UNDER THE OFFICIAL INFORMATION ACT

7A/616

0. J8.1 Land Improvement Agreement under the Soil Conservation and Rivers Control Amendment Act 1959 - 8.10.1979 at 1.40 p.m.

*weber*

A.L.R.

108283.1 Transfer to Struan William Minty of Beaumont Station farmer (as to an undivided one-half share) and Lynette Rae Minty of Beaumont Station married woman, Thomas McNeil Pryde of Invercargill solicitor and John Gordon Minty (Jnr) of Mossburn farmer (as to an undivided one-half share) (jointly interest) as tenants in common in the said shares - 11.7.1984 at 2.50 p.m.

*weber*

171386.1 Transfer of the one half share of Lynette Ray Minty, Thomas McNeil Pryde and John Gordon Minty (Jnr) to Struan William Minty abovenamed - 12.2.1990 at 11.06 a.m.

*HTJ*  
A.L.R.

DISCHARGED

202440.1 Mortgage to Wrightson Farmers Finance Limited - 5.10.1992 at 10.46 a.m.

*HTJ*  
for DLR

*HTJ*  
A.L.R.

110852.1 Mortgage to MacDonald & Bayley Nominees Limited - 27.9.1984 at 2.18 p.m.

DISCHARGED  
25 AUG 1984

A.L.R.

*weber*

225287.1 Variation of the within Lease renewing the term for a further 33 years commencing on 1.7.1990 and increasing the annual rental of \$2,212.50 and the rental value of \$147,500.00 - 20.10.1994 at 11.00 a.m.

*HTJ*  
A.L.R.

110953.1 Mortgage to Rural Banking and Finance Corporation of New Zealand - 19.9.1984 at 2.31 p.m.

DISCHARGED  
9 APR 1985  
173444-1

A.L.R.

115471.2 Variation of Mortgage 110953.1 - 14.2.1985 at 2.28 p.m.

*HTJ*  
A.L.R.

182820.1 Change of Name of the mortgagee in Mortgages 120272.2 and 142071.1 to The Rural Bank Limited 21.12.1990 at 11.29 a.m.

*HTJ*  
for DLR

120276.2 Mortgage to Rural Banking and Finance Corporation of New Zealand - 8.7.1985 at 1.17 p.m.

DISCHARGED

*HTJ*  
for DLR

252297.7 Mortgage to Bank of New Zealand - 26.8.1997 at 10.30

*HTJ*  
for DLR

120276.3 Memorandum of Priority making mortgages 120276.2 and 110953.1 first and second mortgages respectively - 8.7.1985 at 2.16 p.m.

*weber*

A.L.R.

130287.2 Variation of mortgage 110953.1 - 9.6.1986 at 2.11 p.m.

*HTJ*  
A.L.R.

142071.1 Mortgage to Rural Banking and Finance Corporation of New Zealand - 1.7.1987 at 1.48 p.m.

DISCHARGED

*HTJ*  
for DLR

*HTJ*  
A.L.R.

