

Crown Pastoral Land Tenure Review

Lease name : ARGYLE STATION

Lease number : PS 055

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.

November 05

DUE DILIGENCE REPORT
TO THE COMMISSIONER OF CROWN LANDS

AGENT'S REF: Ps055 **LINZ REF:** **CASE NO:**

LEASE NAME: Argyle

LESSEE: Argyle Station Limited

LOCATION: Waikaia, Southland

DATE OF THIS REPORT:

11 November 1999

LEASE DETAILS:

Land Tenure:

Part (Part Run 561 and that part of Run 577 that was formerly Run 327A) Endowment for Primary Education vested in the Minister of Education and administered as Pastoral Lease under Land Act 1948 subject to pastoral lease Ps055.

Balance Crown land under Land Act 1948 subject to Pastoral Lease Ps055.

Legal Description:

Part Run 577 Waikaia Wart Hill and Whitecoomb Survey Districts and part Run 561 Block XX Wendon Survey District.

Area: 13777.5461 hectares.

Term: 33 years from 1 July 1993.

Rental Value: \$880,000.

Annual Rent: \$13,200 (*plus GST*).

Date of Next Review: 30 June 2004.

LAND STATUS REPORT SUMMARY:

Land Status Report prepared by approved person attached.

SUMMARY OF FEATURES FROM TOPOGRAPHICAL AND CADASTRAL DATA:

Communication Sites:

No communication sites identified.

Historic Sites:

No historic sites identified.

Marginal Strips:

Section 24 (9) Conservation Act 1987 marginal strips apply to the Whitecoomb Creek and Argyleburn.

Section 58 Land Act 1948 marginal strip applies where the property bounds the Waikaia River.

Fence Boundaries v Legal Boundaries:

Northern boundary: fenceline appears on the legal boundary.

Western boundary: non fenced bush line boundary exists from the northern boundary with Whitecomb to south of Black Hut. The cadastral boundary appears to deviate in some places from the actual bush line. The boundary immediately west of White Umbrella is part unfenced and part fenced on the legal boundary.

The fence line bounding the south western side of Part Run 577 may be marginally off the legal boundary.

Eastern boundary: the fenced boundary along the ridge of the Black Umbrella Range appears marginally off the legal boundary over much of its length and is significantly off the boundary at the north-eastern end bounding Gem Lake Pastoral Lease.

Southern boundary: fenced boundary may vary slightly from the legal boundary.

The file shows that in 1976 a boundary change was proposed between Argyle and Whitecomb which moved the fence boundary south into Argyle (attachment 4 & 5). An aerial photograph (attachment 6) shows the line of the new fence. This line appears to equate to the legal boundary shown on the status check. However, this change does not appear on the lease title or survey plan.

Legal Roads:

Formed: There are no formed legal roads within the lease. The formed roads on the property do not follow the legal roads.

Legal roads: There are approximately 48 kms of legal road within the lease. Legal roads generally traverse north/ south along the length of the property on the top of the two main ridges.

SUMMARY OF LEASE DOCUMENT:

The lease document appears consistent with information on file with the exception of the boundary change on the existing northern fence boundary with Whitecomb (Ps017).

List of Non-Standard Lease Covenants:

Requirement for the consent of the Commissioner of Crown Lands to transfer of shares (*Annotation 042111.1*).

Lease Transactions:

185271 Transfer: Of its ¼ share Perpetual Trustees Estate and Agency Company of New Zealand Limited to the Trustees Executors and Agency Company of New Zealand Limited and James Esmond Farrell and William George Ferris as tenants in common at Dunedin on 17 August 1962.

039132.1 Transmission: of joint shares of Trustees Executors and Agency Company of New Zealand Limited and James Desmond Farrell to Trustees Executors and Agency Company of New Zealand as survivor on 19 September 1978.

039132.2 Transmission: of 1/8 share James Desmond Farrell to Trustees Executors and Agency Company of New Zealand on 19 September 1978.

039132.4 Transfer: to F R Andrews Transport Limited at Gore on 19 September 1978.

222656.1 Change of name of registered proprietor to Argyle Station Limited on 29 July 1994.

Area adjustments:

059666.1 exclusion of Part Run 577 Block III Waikaia district (*12 ha*) on 15 July 1980.

058666.4 incorporation of Part Run 561 Block X Wendon district (*12 ha*) on 15 July 1980.

Lease renewals:

222656.1 variation of within lease renewing term for a further 33 years from 1 July 1993 and altering the annual rental value.

Registered agreements: none.

Soil conservation encumbrances: none.

Mining licences:

228463, exploration licence being part of the within land registered 15 February 1995 and surrendered 28 July 1999.

DETAILS OF ANY NEIGHBOURING CROWN OR CONSERVATION LAND:

- a. There is a total of 15 separate areas of conservation land within the boundaries of the pastoral lease.

Legal Description: Part State Forest situated in Block II, III, XIII and XIV Waikaia Survey District.

Area: 328.3 hectares

Status: Stewardship land pursuant to Section 62 Conservation Act 1962.

These areas have no legal access, are unfenced and their boundaries do not follow any present bush line boundaries. In many cases the land is developed and semi-developed pasture.

- b. An area of approximately 10 ha of Conservation area adjacent to the Waikaia River is presently leased under grazing licence (LG 46) to the lessee. The area is developed pasture and would logically be included in any adjacent freehold in conjunction with a Section 24 Conservation Act marginal strip to protect the river margin where the river diverges from the Section 58 strip.
- c. The lease boundaries Waikaia Forest Conservation Area along its north west boundary. The boundary with the lease is a non fenced bushline boundary over most of its length and is a straight line unfenced boundary within the area west of White Umbrella known as Burnt Bush. This boundary cuts through dense bush and is not a practical fenced boundary.

FILE SEARCH:

Pastoral Lease files Ps055 held by agent on behalf of Commissioner of Crown Lands:

Volume 1 opened 10 November 1932 last entry 13 December 1960 (*Folio 552*).

Volume 2 opened 1 June 1960 last entry 7 April 1980 (*Folio 691*).

Volume 3 opened 9 June 1980 last entry 25 June 1994 (*Folio 549*).

Volume 4 opened 26 May 1994 last entry 10 January 1995 (*Folio 43*).

Files held by Land Information New Zealand, Dunedin and Christchurch for Ps055:

CPL - 04 - 12/12658ZCH opened 1 March 1997, file still open.

5200/D15/A03DCH opened 28 August 1992, file closed 28 February 1997.

SUMMARY OF GOVERNMENT PROGRAMMES APPROVED FOR THE LEASE:

No Government programmes are shown registered on the lease title.

UNCOMPLETED ACTIONS AND POTENTIAL LIABILITIES TO THE COMMISSIONER:**(1) Land Status:**

It is apparent that 6063.9676 ha of the current lease is in fact Education Endowment land (attachments 8 - 10). We can find no evidence to indicate the contrary. It would seem that this matter requires resolving prior to the any further dealings with the land.

(2) Boundary Rationalisation with Whitecomb Pastoral Lease:

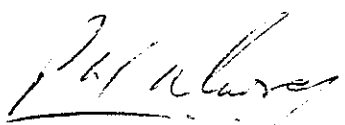
It is apparent from Folio 730 dated 8 August 1985 that it was intended to redefine the northern boundary of the property with Whitecoomb by way of a compiled plan. Evidence on file indicates that the then lessees of Argyle and Whitecomb were in agreement with the redefinition having signed a statement to that effect. The line shown of the existing fence on the aerial halftone (attachment 6) does, however appear to coincide with the legal boundary shown on the topographical map with the status check. No evidence of an alteration to the boundary can be found on either the title or any survey office plan.

Action Required for Completion:


No action would appear necessary as the existing legal boundary appears on the fenced boundary. However, survey would be required to confirm this. If it is found that the legal boundary does not follow the fenced boundary it is our view that there is no liability on the Crown to rectify the situation at its cost. There is no evidence on file of a commitment by the Crown to complete a boundary redefinition at its cost. It would appear that the initiative for the redefinition came from the lessees in deciding to change the line of the boundary fence. It would therefore seem the lessee's responsibility to take the action required to re-define the boundary provided prior agreement was made between the parties.

We are satisfied that we have fulfilled our duty of reasonable care, using the information we have available to inform the Commissioner of all uncompleted actions and potential liabilities concerning the above named lease. No inspection of the lease has been undertaken for the purpose of this report.

Signed for Knight Frank (NZ) Limited



Consultant 19/11/89



Manager 19/11/89

Approved/Declined

Commissioner of Crown Lands / /

ATTACHMENTS:

- (1) Recent title search.
- (2) Full list of information sources considered
- (3) Land Status Check Report.
- (4) Letter dated 30 June 1976 Re: Argyle Whitecomb boundary change
- (5) Letter dated 8 August 1985 Re: Argyle Whitecomb boundary change
- (6) Halftone aerial photo showing boundary fence with Whitecomb
- (7) Teraview Plan of Run 577 showing boundary with Whitecomb.
- (8) Submission to Lands Board 13 January 1938 Re: renewal Pastoral Run Licences
- (9) Survey Plan showing Run 327A, Education Endowment Land.
- (10) Letter to Lessee dated 13 April 1938 offering renewal of licence.
- (11) Note of Lease Alteration incorporating Runs into Run 577.

SEARCH

17 NOV 1999

COPY

REGISTER

Enter in the Registerbook, Vol. 233 fol. 83

103 APR 1962 day of

19 at 11.10 o'clock.



Land Registrar.

233 / 83

Pastoral Lease of Pastoral Land under the Land Act, 1948

No. P.55

Not Registered under Land Act, 1948

Issued in Vol. 167 fol. 167 167 167 167

This Deed, made the First day of March, 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 THE TRUSTEES EXECUTORS AND AGENCY COMPANY OF NEW ZEALAND LIMITED a Company duly incorporated and having its registered office at DUNEDIN and JAMES ESKMOND FARRELL of OAMARU, Solicitor (jointly) as to a one-third interest, the said THE TRUSTEES EXECUTORS AND AGENCY COMPANY OF NEW ZEALAND LIMITED as to a one-sixth interest, THE PERPETUAL TRUSTEES ESTATE AND AGENCY COMPANY OF NEW ZEALAND LIMITED a Company duly incorporated and having its registered office at DUNEDIN as to a one-quarter interest, ARTHUR WILLIAM ROBERT FERRIS of Waikato, Sheepfarmer, as to a one-sixth interest and the above named JAMES ESKMOND FARRELL as to a one-twelfth interest, all as tenants-in-common in the shares specified.

(hereinafter referred to as "the said land"), as the same is more particularly delineated in the plan drawn hereon and therein coloured red in outline; together with the rights, easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of thirty-three years, commencing on the first day of July one thousand nine hundred and sixty together with the period between the date of this lease and the aforesaid first day of July 1960 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 Eight hundred pounds (£800 - -) 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 a rent.

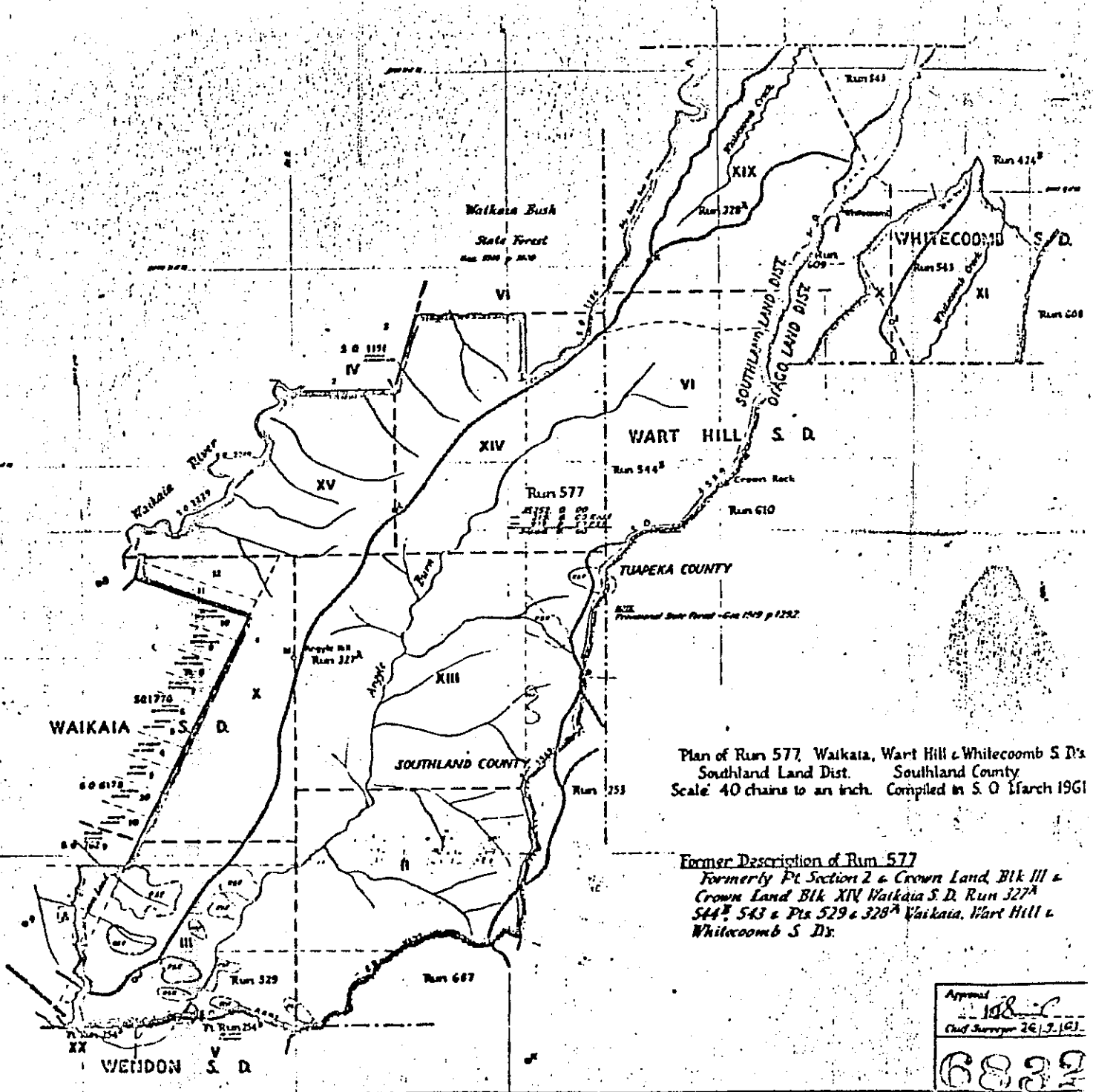
AND the Lessee doth hereby covenant with the Lessor as follows, that is to say:-

- 1. THAT the Lessee will fully and punctually pay the rent hereinafter reserved at the times and in the manner 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 SOUTHLAND (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, 1925.
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, 1938.
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 Karaka Tussock Act, 1946, 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.

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, 1910) 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 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 or effusion 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 (2) of the Land Act, 1910, 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 removal thereof and all provisions ancillary or in relation thereto.

233/83



Plan of Run 577, Waikata, Wart Hill & Whitecoomb S D's
 Southland Land Dist. Southland County
 Scale: 40 chains to an inch. Compiled by S. O. March 1961

Former Description of Run 577
 Formerly Pt Section 2 & Crown Land, Blk III &
 Crown Land Blk XIV Waikata S. D. Run 327^A
 544^B, 543 & Pts 529 & 328^A Waikata, Wart Hill &
 Whitecoomb S. D's.

Approved
[Signature]
 Chief Surveyor 26/7/61
 6832

EQUIVALENT METRIC
 AREA IS 1396.1655 ha
 13779.5461 ha

233/83

- (d) THAT the Lessee shall have no right of acquiring the freehold of the said land.
- (e) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary,—
 - (i) Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;
 - (ii) Crop such area of the said land as is sufficient for the use of himself and family and his employees;
 - (iii) Plough and sow in grass any portion of the said land;
 - (iv) Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass;
 - (v) Surface sow in grass any portion of the said land;
 Provided that the lessee shall, on the termination of the lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clovers and grasses to the satisfaction of the Commissioner.
- (f) 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 sheep on a basis of a count of one for a dry sheep and of one and a half for breeding ewes.
- (g) THAT if the Lessee shall have New Zealand or abandon the said land or if he cannot be found or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied to the satisfaction of the Land Settlement Board or the Commissioner, as the case may be, or make default for not less than two months in the payment of rent, water levy, or other payments due to the Lessor, then the Land Settlement Board may, subject to the provisions of section 145 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.
- (h) THAT these covenants 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 hereto in the same manner as if such provisions had been fully set out herein.

SCHEDULE

IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE

In witness whereof the Commissioner of Crown Lands for the Land District of Southland, 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: Paul
 Occupation: Land Office Clerk
 Address: Timaru

[Signature]
 Commissioner of Crown Lands.

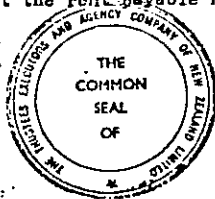
Signed by the above named as Lessee, in the presence of—

Witness: _____
 Occupation: _____
 Address: _____

[Signature]
 Lessee.

- (f) THAT the lessee shall be deemed not to have failed to use good care in stocking or to have overstocked so long as the number of stock depastured on the said land does not exceed 11,165 sheep (including 4,950 breeding ewes) and 385 cattle (being an increase of ten per cent on the carrying capacity on which is based the rent hereinbefore reserved), provided that so long as the within mentioned land is worked in conjunction with the lessee's freehold area of 767 acres the number of stock depastured on the combined areas may be increased to 14,850 sheep (including 6,600 breeding ewes) and 385 cattle 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.

The Common Seal of the Trustees Executors and Agency Company of New Zealand Limited was hereto affixed in the presence of



[Signature] Director
[Signature] General Manager

The Common Seal of The Perpetual Trustees Estate and Agency Company of New Zealand Limited, was hereto affixed by the authority of

[Signature]
[Signature]

The Common Seal of the Perpetual Trustees Estate and Agency Company of New Zealand Limited was hereto affixed in the presence of

Signed by the said JAMES ESMOND PARRELL in the presence of—

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

[Signature]
 Lessee.

Signed by the said ARTHUR WILLIAM ROBERT FERRIS in the presence of—

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

[Signature]
 Lessee.



83

Transfer 185271 of the shares of the Capital Trustees Estate and Agency Company of New Zealand Limited to The Trustees Executors and Agency Company of New Zealand Limited at Dunedin and James Esmond Farrell of Oamaru Solicitor (2/3 share jointly) interest) the said The Trustees Executors and Agency Company of New Zealand Limited (1/6th share) James Esmond Farrell of Oamaru Solicitor (1/6th share) and William George Ferris of Waikanae Farmer (2/3th share) as tenants in common in the said shares produced 17.8.1962 at 11.20 a.m. Davis.

233
83

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.

ALR

D.L.R.

039132.1 Transmission of the joint share of The Trustees Executors and Agency Company of New Zealand Limited and James Esmond Farrell to The Trustees Executors and Agency Company of New Zealand Limited as survivor 19.9.1978 at 12.08 p.m.

042111.1 Variation of the within Lease 12.12.1978 at 10.08 a.m.

A.L.R.

183655-2
DISCHARGED
A.L.R.

047799.1 Mortgage to Rural Banking and Finance Corporation of New Zealand 28.6.1979 at 1.53 p.m.

ALR

039132.2 Transmission of the 1/8 share of James Esmond Farrell to The Trustees Executors and Agency Company of New Zealand Limited at Dunedin 19.9.1978 at 12.08 p.m.

A.L.R.

047799.2 Mortgage to Rural Banking and Finance Corporation of New Zealand 28.6.1979 at 1.53 p.m.

ALR

039132.4 Transfer to F.R. Andrews Transport Limited at Gore 19.9.1978 at 12.08 p.m.

A.L.R.

047799.3 Memorandum of Priority making Mortgages 047799.1, 047799.2 and 039132.7 third, fourth and fifth Mortgages respectively 26.6.1979 at 1.53 p.m.

A.L.R.

039132.5 Mortgage to Southland Savings Bank 19.9.1978 at 12.08 p.m.

DISCHARGED
5 DEC 1983
W.A.L. ALR

A.L.R.

039132.6 Mortgage to The Trustees Executors and Agency Company of New Zealand Limited 19.9.1978 at 12.09 p.m.

DISCHARGED
5 DEC 1983
W.A.L. ALR

A.L.R.

047799.4 Mortgage to Rural Banking and Finance Corporation of New Zealand 28.6.1979 at 1.53 p.m.

150376
DISCHARGED
ALR

039132.7 Mortgage to The National Bank of New Zealand Limited 19.9.1978 at 12.09 p.m.

21059-1
DISCHARGED
15 FEB 1984
ALR

ALR

A.L.R.

058798.1 Mortgage to Rural Banking and Finance Corporation of New Zealand 20.6.1980 at 9.34 a.m.

183655-4
DISCHARGED
5 FEB 1984
ALR

A.L.R.

058798.2 Mortgage to Rural Banking and Finance Corporation of New Zealand 20.6.1980 at 9.35 a.m.

183655-3
DISCHARGED
5 FEB 1984
ALR

A.L.R.

A.L.R.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

059666.1 Certificate by The Commissioner of Crown Lands excluding part Run 577 Block III Waikaitia District (12 ha) shown on diagram 2 hereon from the within lease 15.7.1980 at 1.59 p.m.

Beene
A.L.R.

059666.4 Certificate by the Commissioner of Crown Lands incorporating part Run 561 Block XX Wendon District (10 ha) shown on diagram 3 hereon in the within lease 15.7.1980 at 1.59 p.m.

Beene
A.L.R.

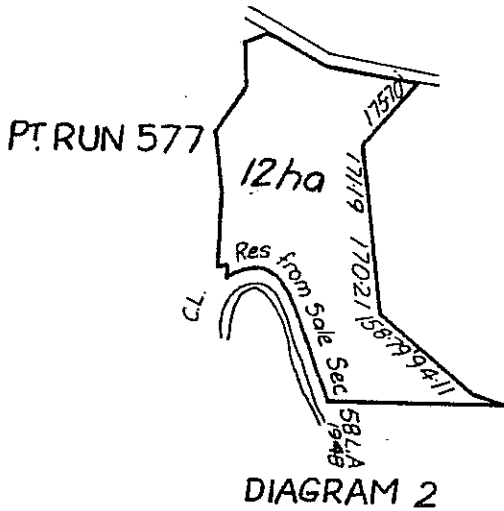


DIAGRAM 2

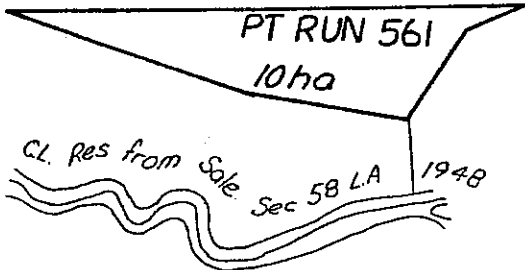


DIAGRAM 3

13779.5461 ha
12 ha : Cof A 059666.1
13767.5461 ha
10 ha : Cof A 059666.4
13777.5461 ha *Feld*

075206.1 Variation of Mortgage 047799.4
9.10.1981 at 10.11 a.m.

Harris
A.L.R.

075206.2 Variation of Mortgage 058798.2
9.10.1981 at 10.11 a.m.

Harris
A.L.R.

079959.1 Variation of Mortgage 058798.2
26.2.1982 at 10.11 a.m.

Wabwood
A.L.R.

084007.1 Variation of Mortgage 047799.4
18.6.1982 at 1.43 p.m.

160610.2
DISCHARGED
A.L.R.

101820.3 Mortgage to The Trustees Executors and Agency Company of New Zealand Limited - 5.12.1983 at 12.15 p.m.

Wabwood

A.L.R.

101820.4 Memorandum of Priority making mortgage 101820.3, 047799.1, 047799.2, 039132.7, 047799.58798.1 and 058798.2 first, second, third, fourth, fifth, sixth and seventh mortgages respectively - 5.12.1983 at 12.15 p.m.

Wabwood

A.L.R.

160610.4 Mortgage to Rural Banking and Finance Corporation of New Zealand - 21.3.1989 at 10.40 a.m.

231059.2
DISCHARGED
17 MAY 1995
A.L.R.

A.L.R.

160610.5 Memorandum of Priority making mortgages 160610.4, 047799.1, 047799.2, 039132.7, 058798.1 and 058798.2 first, second, third, fourth, fifth and sixth mortgages respectively - 21.3.1989 at 10.40 a.m.

A.L.R.

182820.1 Change of Name of the mortgagee in mortgage 160610.4 to The Rural Bank Limited - 21.12.1990 at 11.28 a.m.

A.L.R.

183655.7 Variation of mortgage 160610.4 - 5.2.1991 at 11.03 a.m.

A.L.R.

222656.1 Change of Name of the registered proprietor to Argyle Station Limited - 29.7.1994 at 10.46 a.m.

A.L.R.

X. 222656.2 Variation of the within Lease renewing the term for a further 33 years commencing on 1.7.1993 and altering the annual rent and rental value - 29.7.1994 at 10.46 a.m.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

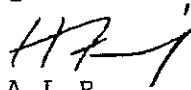
2 463.1 Exploration Licence under
 the Crown Minerals Act 1991 affecting
 part of the within land - 15.2.1995
 at 9.00 a.m.

at 70551
referred
to the
land
in
the
area



A.L.R.

231059.4 Mortgage to The National
 Bank of New Zealand Limited -
 17.5.1995 at 11.06 a.m.



A.L.R.

List of Information Sources considered:

1. Lease files held by Knight Frank on behalf of CCL, 4 volumes.
2. LINZ files, 2 volumes.
3. Lease title
4. Status Check
5. Teraview cadastral information

6.
4
L.S.I

30 June 1976

P 17
P 55

PROPOSED BOUNDARY CHANGE : ARGYLE AND WHITECOMB STATIONS

While in the area recently Mr Gent of Whitecomb Station stated that part of the boundary between his run and Argyle was to be renewed but on a new line. The existing fence runs down a short ridge to the bush.

The bush below the end of the fence is open with numerous clearings and stock have no difficulty travelling through it and around the end of the fence. The proposed line would be moved two ridges over into Argyle and would run down into a deep gorge creek which would be an effective stock barrier. I have marked the proposed line on the attached map. The area which will now be in Whitecomb instead of Argyle is insignificant and there is no need for rental or stock limitation adjustments. Also attached is an agreement signed by the lessees.

Recommendation

That the proposed boundary change be noted.

copies of agreement to lessees

P. McLeod
Field Officer

Action being taken on P17

See P17

I, Russell Norman Gent and I Ferris
and Joseph Tower Harty agree to the proposed boundary
change as shown on the attached plans.

R. N. Gent
.....

Argyle Station A. W. Ferris (Mgr)
.....

.....
Commissioner of Crown Lands

730 5/

DEPARTMENT OF LANDS AND FORESTS

P55

FOR VERBAL INQUIRIES
PLEASE ASK FOR Mr Mackenzie

TELEPHONE NO 87-334

826
INVERCARGILL

8 August 1985

F.R. Andreas

Dear

BOUNDARY REDEFINITION - WHITECOOMB STATION


I refer to recent discussions between yourself or your representatives and officers of this department regarding a proposed boundary redefinition of Whitecoomb Station.

...

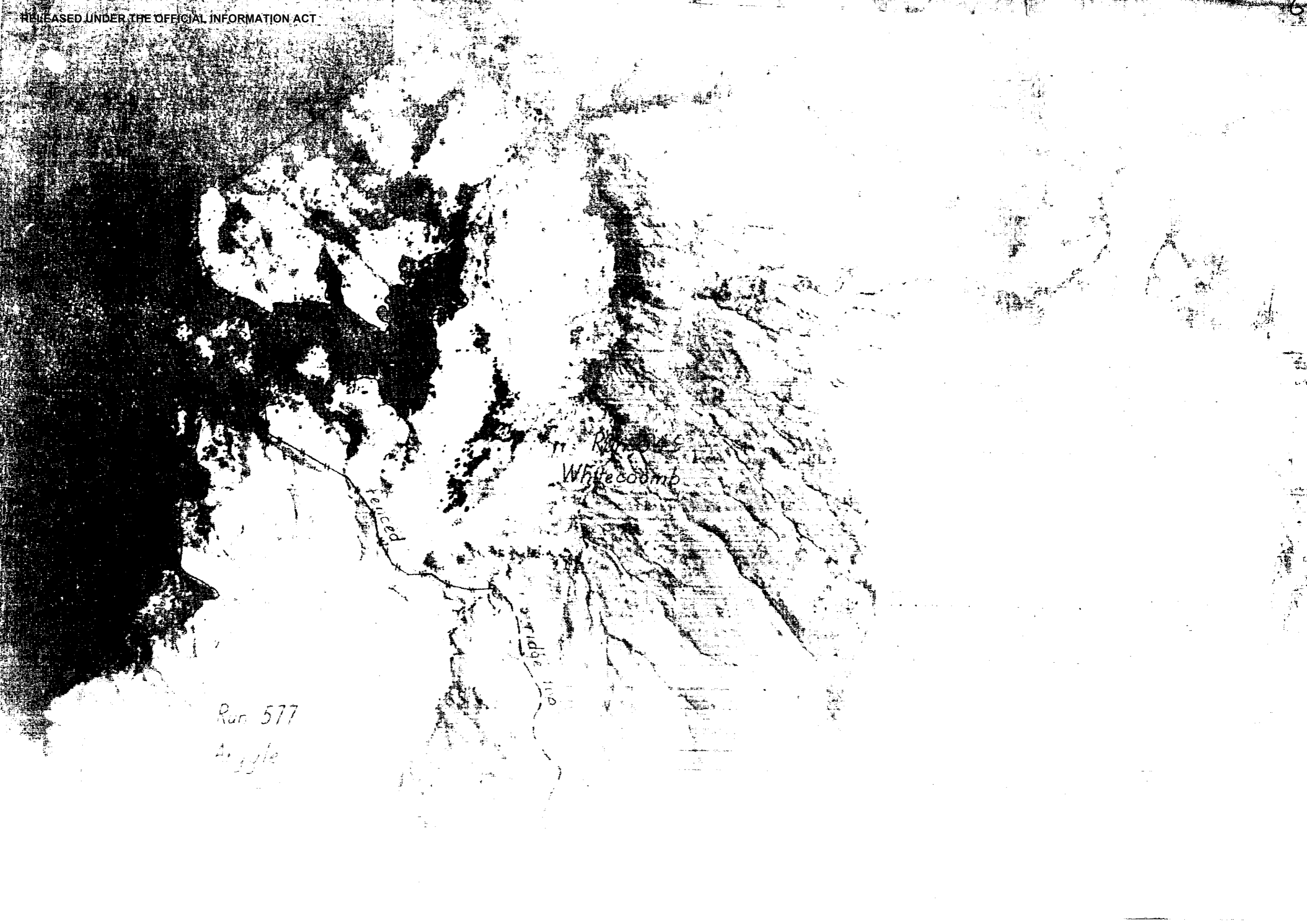
A half-tone transparency has been prepared and is attached setting out the proposals. It is requested that you sign on the line as appropriate and return it to this office at an early date. The redefinition will be subject to definition by way of compiled plan and until this is done the documentation cannot be completed. It is seen as essential therefore that your agreement on the attached plan is obtained prior to this department undertaking the necessary work.

If you have any queries would you please contact the writer or Senior Field Officer Dickson of this office.

Yours faithfully


M.R. Mackenzie
for Commissioner of Crown Lands

Encl.



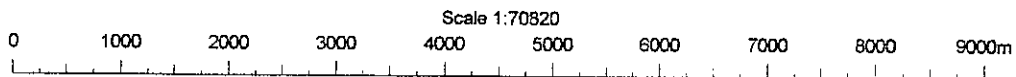
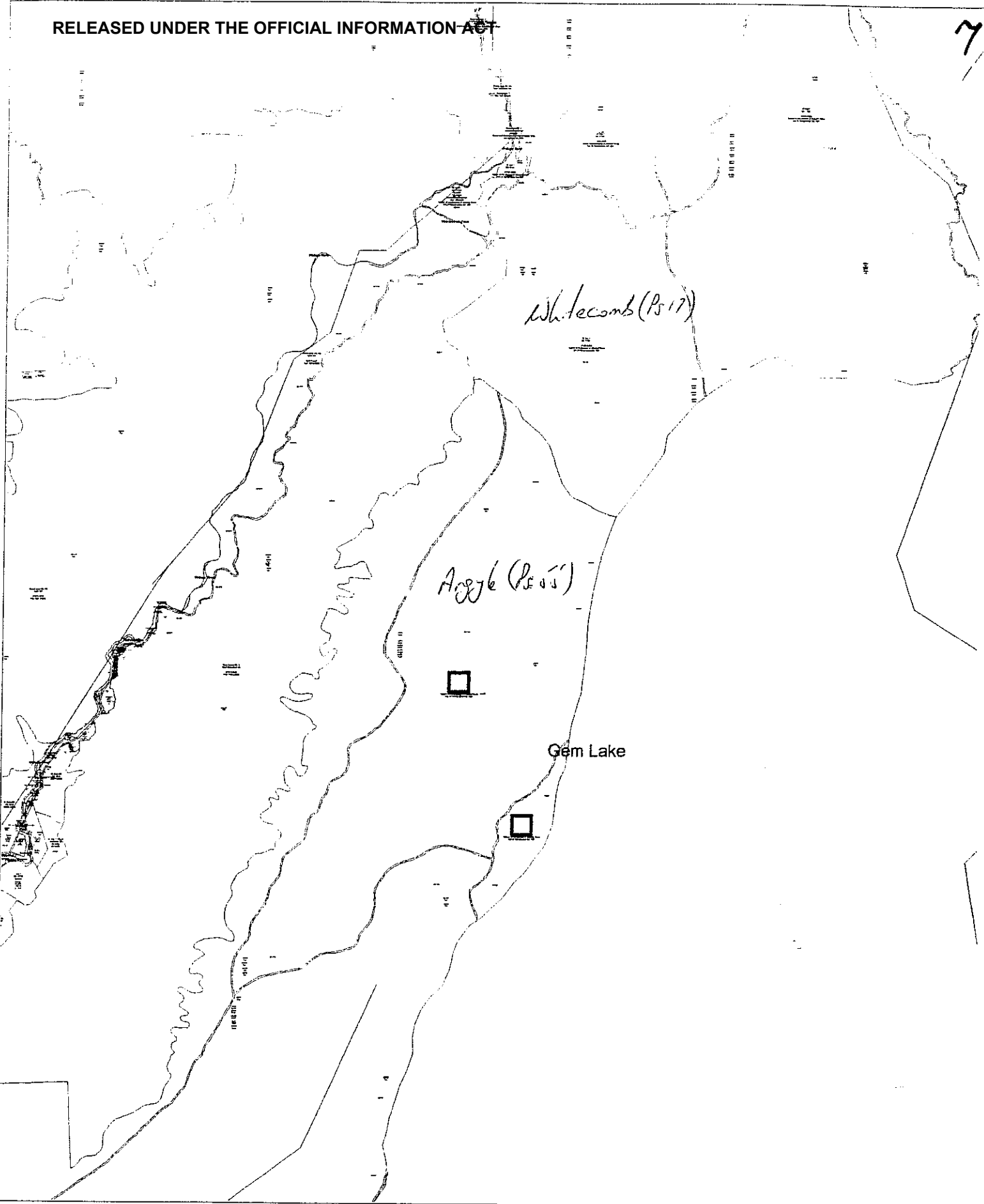
Rural
Whitecomb

fenced

bridge

Rac 577

Angle



RELEASED UNDER THE OFFICIAL INFORMATION ACT

8

PRL.436
 PRL.439
 PRL.478
 PRL.479
 PRL.480

EXPIRY OF PASTORAL RUN LICENSES

The Land Board is asked to deal with licenses known as the "Argyle Runs" which expire on 28th February, 1939.

PRL.436: Education Endowment land.
 Run 327A and Sections 11 & 12 Block X Wakaia S.D.
 Area: 14,978 acres.
 Half-yearly rent, £296.10. 0
 Term of license: 14 years from 1/3/25.
 Licensees: R. W. A. Munro & R. B. Irvine.

PRL.439: Run 529 Wakaia S.D.
 Area: 3,113 acres.
 Half-yearly rent £75. 0. 0
 Term: 13 years from 1/3/1926.
 Licensee: Herbert J. Wright.

PRL.478: Run 328A Whitecombe & Wart Hill S.D.
 Area: 5,000 acres.
 Half-yearly rent, £25. 0. 0.
 Term: 2 years from 1/3/37.
 Licensee: Wm. Wright.

PRL.479: Run 543 Wart Hill & Whitecombe S.D.
 Area: 2,870 acres.
 Half-yearly rent, £30. 0. 0
 Term: 2 years from 1/3/37.
 Licensee: Wm. Wright.

PRL.480: Run 544B Wart Hill & Wakaia S. D.
 Area: 5,500 acres.
 Half-yearly rent: £75. 0. 0
 Expiring license is for a term of 3 years from 1/3/35 but extension for one year from 1/3/38 has been granted.
 Licensees: R. W. A. Munro & R. B. Irvine.

Short term licenses have been granted in terms of Section 289 of the Land Act 1924 so that these licenses will expire in 1939 when the whole question of subdivision might be considered.

The Land Board at its meeting on the 18th February, 1937 referred the question of subdivision and renewal to Chief Inspector Mee and Field Inspector Sadd for a joint report.

Reports on all Runs are now to hand, and both inspectors are quite definite that the Runs are not suitable for subdivision and have made the following recommendations :

^{ER}
PRL.436: Offer present lessee a renewal for a term of 21 years at a rental of £535 per annum.

PRL.439: Offer present lessee a renewal for a term of 21 years at a rental of £60 per annum.

PRL.478
PRL.479: Recommend that these Runs be amalgamated and that present lessee be offered a renewal for a term of 21 years at a rental of £75 per annum.

LAND BOARD MINUTE.

P/D

187

File.

SUBJECT.

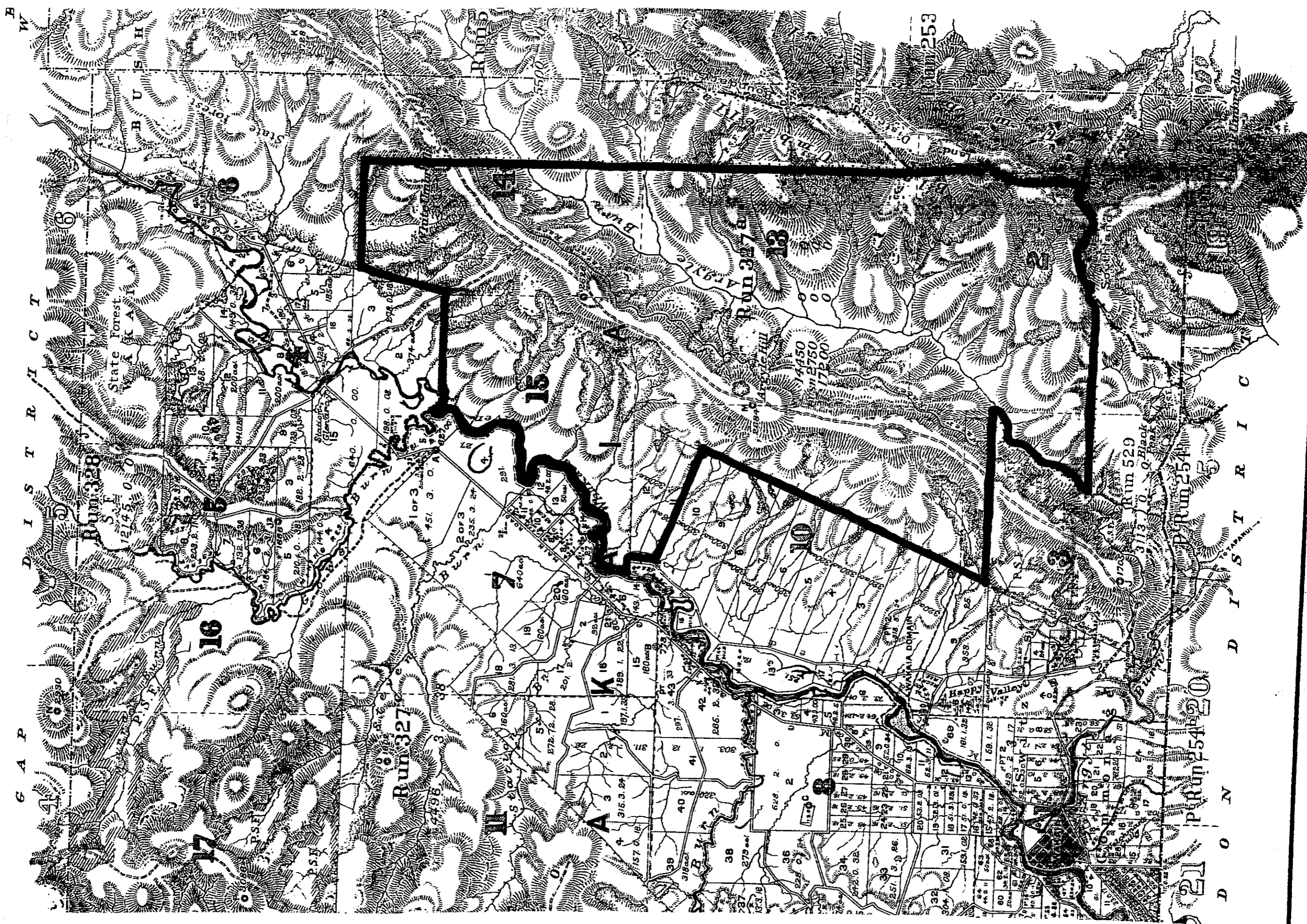
EXPIRY OF PASTORAL RUN LICENSES (contd.)

RL.436
RL.439
RL.478
RL.479
RL.480

PRL.480: Recommend that present lessees be offered a renewal for a term of 21 years at a rental of £180 per annum.

RESOLVED: To recommend for approval of the Governor-General in terms of Section 281 of The Land Act, 1924, that the Runs be again let for pastoral purposes for a term of twenty-one years and upon resolution being approved, that the licensees be granted a new license for a term of 21 years from 1st March, 1939 at rentals assessed by ^{Field} Inspectors.

LAND BOARD
12 JAN 1939
SOUTHLAND.



ARGYLE

PHL.456

e/d

Private Bag,
INVERCARGILL. 13th April, 1938.

Messrs. Messrs & Irvine,
c/o R.B. Irvine, Esq.
Messrs. Bulger & Co. Ltd.
DUNEDIN.

Dear Sirs,

re Plans 3E7A and Sections 11 and 12
Block X Waikato Survey District.

With reference to the Pastoral Run Licences held by you over the abovementioned Education Endowment lands, I have to advise that your present licences thereover will expire on the 28th February 1939.

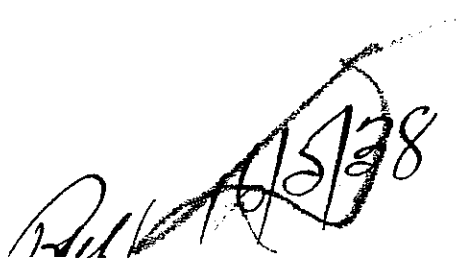
The question of renewal was before the Land Board for consideration at its meeting on the 7th instant, when it was resolved to offer you a renewal of this licence for a further term of 21 years as from the 1st March 1939 at an annual rental of £40-0-0.

Will you please be good enough to advise me whether you are prepared to accept a renewal of your licence at the abovementioned rental.

Yours faithfully,



Commissioner of Crown Lands.



ALTERATION TO BE NOTED

RELEASED UNDER THE OFFICIAL INFORMATION ACT

FILE: 7.00.
7

License/Licence No. _____ C.T. _____

Licensee: _____

Description of Land: RUN 577 WAIKAIA, WART HILL & WHITECOMB SURVEY DISTRICTS

Area: 34,050 ACRES

Rating Authorities: SOUTHLAND COUNTY COUNCIL
OTAMA RABBIT BOARD ✓

Full Details of Alteration	Reason and Authority for Alteration
<p><u>RUN 577. (FORMERLY PART SECTION 2 AND CROWN LAND. BLOCK III AND CROWN LAND. BLOCK XV. WAIKAIA S.D, RUNS 327^A, 544^B, 543 AND PARTS 529 AND 328^A). WAIKAIA, WART HILL AND WHITECOMB S.D'S.</u></p> <p style="text-align: center; margin-top: 20px;"><u>AREA : 34,050 ACRES.</u></p>	<p><u>CHANGE OF APPELATION DUE TO AMALGAMATION OF RUNS AND ALTERATION OF RUN BOUNDARIES.</u></p>

S.O. 6832.

Prepared by: R.G. Hawkes Checked by: [Signature]
Date: 26-9-61 Date: 26-9-61

Details of Action

ACTION REQUIRED:

LEASES:	ACCOUNTS:	TITLES:	RECORDS:
G.13 <u>391161</u>	Ledgers: / / .	Documents: / / .	File <u>11.1.61</u>
C.L. Register <u>2/11/61</u>	C/Register <u>26.12.61</u>	C/T. <u>26/10/61</u>	Index <u>22.12.61</u>
Expiry Book / / .	Index: / / .	Insurance: / / .	
	A/c's Check / / / .		

ACTION CHECKED 14/12/61. [Signature]

**OPUS INTERNATIONAL CONSULTANTS LIMITED
DUNEDIN OFFICE**

Project number 6NLI11 01 016YD

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No: 50175 dated September 1999 and is undertaken for the purposes of the Crown Pastoral Land Act 1998.



LAND STATUS REPORT for Argyle Station				LIPS Ref 12658
Property	1	of	2	

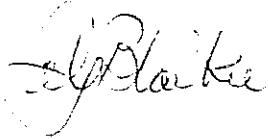
Land District	Southland
Legal Description	Part Run 577 Wakaia, Wart Hill and Whitecoomb SD's and Part Run 561 Block XX Wendon SD.
Area	13777.5461
Status	Part [Part Run 561 and that part of Run 577 that was formerly Run 327A] Endowment for Primary Education vested in the Minister of Education and administered as a Pastoral Lease under the Land Act 1948 subject to Pastoral Lease P 55. Balance Crown Land under the Land Act 1948 subject to Pastoral Lease P 55.
Instrument of title / lease	CL 233/83
Encumbrances	Subject to Marginal Strips as defined in SO 11910.
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 Murihiku Purchase of 1853.
Statutes	The Education Lands Act 1949 [by virtue of the Section 21], Land Act 1948 and Crown Pastoral Land Act 1998.

Data Correct as at	30 September 1999
[Certification Attached]	

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

LAND STATUS REPORT for Argyle Station				LIPS Ref 12658
Property	1	of	2	

Certified correct as to status



Dep.
Chief Surveyor
Land Information New Zealand, Invercargill.

22 / 10 /1999

<p>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.</p>	
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LAND STATUS REPORT for Argyle Station		LIPS Ref 12658
Property	1 of 2	

Research Data: Some Items may be not applicable

SDI Print Obtained	Yes / No
NZMS 261 Ref	F43 & F44
Local Authority	Southland District Council
Crown Acquisition Map	Murihiku
SO Plan	1857 S.E. District Exploration Survey by Alex Garvie – Shows early Run subdivision but no areas. This shows Run 327. 1880 Interior Run Roll. This shows subdivision of Runs and use of Run 327, 327a, 327b and 327c. SO 6832 of June 1962 being a plan of Run 577. SO 11910 of August 1993 being a plan of Marginal Strips DP 2909 of August 1930 being a plan to amend Land District Boundaries. SO 7035 of January 1961 being a plan of Run 561.
Relevant Gazette Notices & Documents	- Otago Provincial Gazette 1875 page 459 - New Zealand Gazette 1878 page 841 -Reserves and Other Lands Disposal Act 1932-33 [Section 5] - Memorandum of Renewal 222656.1
CT Ref / Lease Ref	233/83 167/1 142/216 91/258 167/98 241/19 No title found for Pt Run 254b.
Legalisation Cards	No card for SO 6832
CLR	Confirms Pastoral status.
Allocation Maps (if applicable)	F43 & F44 – See report 2 of 2.
VNZ Ref - if known	Not applicable.
Crown Grant Maps	Not searched.
If Subject land Marginal Strip : a) Type [Sec 24(9) or Sec 58]	a) i Sec 24(9) ii Sec 24(3)
b) Date Created	b) i 1/7/93 ii 1961
c) Plan Reference	c) i & ii SO 11910

LAND STATUS REPORT for Argyle Station				LIPS Ref 12658
Property	1	of	2	

Research – continued

If Crown land – Check Irrigation Maps.	Not searched. No instruments registered on lease.
Mining Maps	Not searched. No instruments registered on lease.
<p>If Road</p> <p>a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989</p> <p>b) By Proc</p>	<p>a) SO Plan - Not applicable.</p> <p>b) Proc Plan</p> <p>c) Gazette Ref</p>
<p>Other Relevant Information</p> <p>a) Concessions – Advice from DOC or Knight Frank.</p> <p>b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998</p> <p>c) Mineral Ownership</p> <p>d) Other Info</p>	<p>a) Advised 24/9/99 by Knight Frank Ltd that no recreation permits on this run.</p> <p>b) None known.</p> <p>c) Either</p> <p><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 Murihiku Purchase of 1853</p> <p><input type="checkbox"/> Contained in [provide evidence].</p> <p>d) File searched and supports conclusion that the Pt Run 577 that was formerly Pt Run 327a is an education endowment.</p>

RELEASED UNDER THE OFFICIAL INFORMATION ACT
OPUS INTERNATIONAL CONSULTANTS LIMITED
DUNEDIN OFFICE

Project Number 6NLI11 01 016YD



This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No: 50175 dated September 1999 and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

LAND STATUS REPORT for Argyle Station			LIPS Ref 12658
Property	2	of	2

Land District	Southland
Legal Description	Parts State Forest situated in Blocks II , III, XIII and XIV Waikaia SD.
Area	328.3 ha
Status	Stewardship land pursuant to Section 62 of the Conservation Act 1962. [NB This report has been vetted by the Department of Conservation and no comments were made]
Instrument of title / lease	No current instrument or document registered in LTO.
Encumbrances	The land is Relevant Land in terms of Part 9 [Section 48(1)] of the Ngai Tahu Claims Settlement Act 1998
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 Murihiku Purchase of 1853.
Statute	Conservation Act 1987.

Data Correct as at	30 September 1999
[Certification Attached]	
Prepared by	G Patrick
Crown Accredited Agent	Opus International Consultants Ltd, Dunedin

Certified correct as to status

Dep.
Chief Surveyor
Land Information New Zealand, Invercargill.

22/ 10 /1999

LAND STATUS REPORT for Argyle Station

LIPS Ref 12658

Property 2 of 2

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.

DOC Allocations 27 – 37

Initial investigations indicated that this land may been Education Endowment as it appears to have been part of the 1875 page 459 Otago Provincial Gazette. Also New Zealand Gazette 1878 page 841. Definition of land for these gazettes is the 1857 Garvie survey.

The 1880 Interior Run Roll is a redefinition of the Education Endowment Runs ie 326, 327, 327a, 327b, 327c, 254b etc. and excludes an area that was later defined as Run 529 - no reference to the plan that established this appellation has been found. [NB The land on the immediate west boundary of Run 529 is shown as Switzers Commonage. This also appeared to be part of the original gazette but is excluded from the Interior Run Roll of 1880].

Run 529 is shown on all the records able to be located as being Crown Land and not Education Endowment.

No information or evidence as to why the 1880 redefinition excluded this area has been found.

The current status should therefore reflect the interpretation that has been accepted since the early 1900's ie Run 529 was Crown Land.

On this basis the 1919 Gazette which set apart certain Crown Lands for provisional state forest included the subject areas.

These were then allocated to DOC on disestablishment of the New Zealand Forest Service.

LAND STATUS REPORT for Argyle Station				LIPS Ref 12658
Property	2	of	2	

Research Data: Some Items may be not applicable

SDI Print Obtained	Yes / No
NZMS 261 Ref	F44
Local Authority	Southland District Council
Crown Acquisition Map	Murihiku
SO Plan	<p>1857 S.E. District Exploration Survey by Alex Garvie – Shows early Run subdivision but no areas. This shows Run 327.</p> <p>1880 Interior Run Roll. This shows subdivision of Runs and use of Run 327, 327a, 327b and 327c Areas show deductions for bush.</p> <p>SO 6832 of June 1962 being a plan of Run 577. [shown as Provisional State Forest]</p> <p>SO 11778 being the DOC allocation plan for F44</p> <p>See also Sale Plan 479</p>
CT Ref / Lease Ref / Documents	<p>No reference found to land in LTO</p> <ul style="list-style-type: none"> - Otago Provincial Gazette 1875 page 459 - New Zealand Gazette 1878 page 841 - New Zealand Gazette 1919 page 1283 <p>CT's 91/258 and 142/216.</p>
Plan Index	Not searched.
Legalisation Cards	Not searched.
CLR	Not searched.
Allocation Maps (if applicable)	F44 Items 27 – 41
VNZ Ref - if known	Not Applicable
Crown Grant Maps	Not searched.
<p>If Subject land Marginal Strip :</p> <p>a) Type [Sec 24(9) or Sec 58]</p> <p>b) Date Created</p> <p>c) Plan Reference</p>	<p>a) Not Applicable</p> <p>b)</p> <p>c)</p>

LAND STATUS REPORT for Argyle Station			LIPS Ref 12658
Property	2	of	2

Research - continued

If Crown land – Check Irrigation Maps.	Not searched.
Mining Maps	Not searched.
<p>If Road</p> <p>a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989</p> <p>b) By Proc</p>	<p>a) SO Plan</p> <p>b) Proc Plan</p> <p>c) Gazette Ref</p>
<p>Other Relevant Information</p> <p>a) Concessions – Advice from DOC or Knight Frank.</p> <p>b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998</p> <p>c) Mineral Ownership</p> <p>d) Other Info</p>	<p>a)</p> <p>b)</p> <p>c) Either</p> <p><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 Murihiku Purchase of 1853.</p> <p><input type="checkbox"/> Contained in [provide evidence].</p> <p>d)</p>