



## **Crown Pastoral Land Tenure Review**

**Lease name: Ben Dhu**

**Lease number: Po 222**

### **Due diligence report (including status report)**

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.

**Copied October 2003**

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

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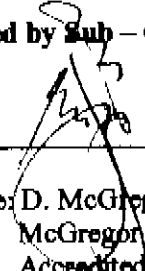
**File Ref:** CON/30241/12513/A-ZNO      **Report No:** QVV 53      **Report Date:** 03/04/2001  
**Office of Agent:** CHRISTCHURCH      **LINZ Case No:** 01/      **Date sent to LINZ:**

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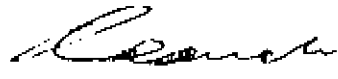
**RECOMMENDATIONS**

1. That the Commissioner of Crown Lands or his delegate note this Due Diligence Report which has been prepared in accordance with the Pre Tenure Review Assessment Standard;
2. That the Commissioner of Crown Lands or his delegate note that there no incomplete actions;
3. That the Commissioner of Crown Lands or his delegate note that no potential liabilities have been identified as a result of the file search.
4. That the Commissioner or his delegate note the the likelihood of the unregistered sublease to S.A.Ross still being in existence.

**Signed by Sub - Contractor:**

  
\_\_\_\_\_  
Name: D. McGregor  
McGregor Property Services Limited  
Accredited Agent

**Signed by Contractor**

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

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

\_\_\_\_\_  
Name:  
Date of Decision:     /     /

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**1. Details of Lease:**

**Lease Name:** Ben Dhu.  
**Location:** On Quailburn Road approximately 16 kilometres from Omarama.  
**Lessees:** Irene Jean Ross.  
**Tenure:** Pastoral Lease pursuant to Section 66 and registered under Section 83 of the Land Act 1948.  
**Term:** 33 years from 1 July 1992 (expires 30 June 2025).  
**Annual Rent:** \$3750.  
**Rental Value:** \$250,000.  
**Date of Next Review:** 30 June 2003.  
**Land Registry Folio Ref:** CL 386/112 (Otago Registry).  
**Legal Description:** Part Run 535 situated in Ahuriri and Ohau Lake Survey Districts.  
**Area:** 3919.1573 hectares.

**2. File Search**

*Files held by agent Knight Frank (NZ) Ltd on behalf of LINZ:*

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
Po 222- SDN-01	1	170	01/03/1938	278	31/03/1976
Po 222- SDN-02	2	321	15/08/1978	443	30/06/2000
CON/50213/09/12513/A-ZNO	1	1	01/07/2000	-	Current

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

File Reference: CON/50241/09/12513/A-ZNO  
 Volume: 1  
 First folio: 1  
 Date: 30 October 2000.  
 Last folio note: -  
 Date: Current

SEARCHED  
SERIALIZED  
INDEXED  
FILED

**3. Summary of Lease document: (CL 386/112 attached as Appendix 1)**

**3.1 Terms of Lease**

A 33 year term from 1 July 1992 at the Annual rental of \$3750 based on the Rental Value of \$250,000.

*Stock limitation in Lease:*

*2530 sheep (including 1265 Breeding ewes).*

*Commencement Date:*

1 July 1959. Renewed for a further 33 years from 1 July 1992 by Memorandum of Renewal of Lease No. 817503 registered on 5 November 1992.

*Other Provisions:*

There are no other relevant provisions in the lease.

**3.2 Area adjustments**

There are no area discrepancies. The adjustments to the lease are historical.

**3.3 Registered Interests**

*Mortgages*

277641 to the National Bank (registered on 15 February 1979).

**3.4 Unregistered Interests**

*Recreation Permits*

A search of available records did not reveal the existence of any Recreation permits.

*Sublease*

There is an unregistered sublease to the lessee's son SA Ross for 5 years from 1 July 1995 at the Annual Rental of \$50,000 that runs on until determined by one months notice by either party (copy attached).

*Unregistered Mortgages / Debts*

None known.

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

There are no Land Improvement Agreements on the lease and the property is not part of any Rabbit and Land Management Plan.

**5. Summary of Land Status Report:**

A Land Status Report undertaken by D McGregor, McGregor Property Services Limited for and on behalf of Q.V. Valuations and certified by the Chief Surveyor on 23 March 2001, confirms the status of the land as Crown Land, leased pursuant to Section 66 of the Land Act 1948 and registered under Section 83 of the same Act.

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

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

The report also noted the following issues:

1. That there is an unregistered sublease to the Lessee's son, SA Ross for 5 years from 1 July 1995 at the Annual Rental of \$50,000 (with rent reviewable on 1 July 1998) and continuing on expiry of that term until determined by one months notice by either party.
2. There has been a history of Hawkwood, wilding pines (*pinus contorta*) and rabbit infestation (folios 340,346, 355, 373, on file Po 222 and recent letter of approval to topdress dated 13 September 2000 on file CON/50213/09/12513/A-ZNO).

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

**6. Review of Topographical and Cadastral Data:**

Both maps attached to the Land Status Report show there are no known huts, transmission lines, telecommunications or like facilities, water races or historic sites on the property. The topographical map reveals the existence of:

- (a) A local power line legalised in terms of the Electricity Act; and
- (b) Two airstrips.

*Legal Roads – formed and paper*

There are no roads intersecting the property. The existing road is legal by Section 110A of the Public Works Act 1928.

*Fenced Boundaries vs Legal Boundaries*

There would appear to be some minor deviations on the southern boundary.

**7. Details of any neighbouring Crown or Conservation land:**

North and Western Boundary	– Run 532 (Ribbonwood Pastoral Lease).
North East Boundary	– Run 671 (Glen Eyrie Pastoral Lease).
South – Western Boundary	– Run 533 (Birdwood Pastoral Lease).
Southern Boundary	– Run 534 (Ahuriri Downs Pastoral Lease).

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

There are no uncompleted actions or potential liabilities.

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**Schedule A – Copy of the Land Status Report (minus enclosures).**

**APPENDICES**

1. Copy of Lease Document.
2. Copy of unregistered sublease

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## SCHEDULE A

"RELEASED UNDER THE  
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**Q.V. VALUATIONS, CHRISTCHURCH**

Project Number QVV 52

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This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No: 50241 dated 6 November 2000 and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

<b>LAND STATUS REPORT for Ben Dhu Tenure Review</b>		LIPS: Ref 12513
Property	1	of 3

<b>Land District</b>	Otago.
<b>Legal Description</b>	Part Run 535 situated in Ahuriri and Ohau Lake Survey District.
<b>Area</b>	3919.1573 hectares.
<b>Status</b>	Crown Land subject to the Land Act 1948 and subject to a Pastoral lease issued pursuant to Section 66 and registered under Section 83 of the Land Act.
<b>Instrument of title / lease</b>	OT CL 386/112 as varied by Memorandum of Renewal 817503.
<b>Encumbrances</b>	Nil.
<b>Mineral Ownership</b>	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 1848 Kemp Purchase.
<b>Statute</b>	Land Act 1948 and Crown Pastoral Land Act 1998.

<b>Data Correct as at</b>	2 March 2001.
<b>[Certification Attached]</b>	Yes.

<b>Prepared by John Kirk subcontractor</b>	
<b>Crown Accredited Supplier</b>	Opus International Consultants Ltd, Dunedin

<b>Confirmed by Don McGregor for and on behalf of Quotable Value New Zealand.</b>	
<b>Crown Accredited Supplier</b>	McGregor Property Services Limited

**Certification**

Pursuant to Section 11(1)(f) of the Survey Act 1986 and acting under delegated authority of the Surveyor-General pursuant to Section 11(2) of that Act, I hereby certify that the land described above is Crown Land subject to the Land Act 1948 (Pastoral Lease Cl. 386/112).

  
**Max Haydn Warburton**  
 Chief Surveyor  
 Land Information New Zealand, Dunedin.

23/3/2001

**LAND STATUS REPORT for Ben Dhu Tenure Review**

LIPS Ref 12513

Property 1 of 3

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.

- 1) There is an unregistered sublease to the lessee's son S.A.Ross for 5 years from 1 July 1995 at the annual rental of \$50,000 (with rent reviewable on 1 July 1998) and continuing on expiry of that term until determined by one month's notice by either party.
- 2) There has been a history of hawkweed, wilding pine (pinus contorta) and rabbit infestation (folios 340, 346, 355, 373 on file Po 222 and recent letter of approval to topdress dated 13 September 2000 on file CON 50213/09/12513/A-ZNO).

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**LAND STATUS REPORT for Ben Dhu Tenure Review** LIPS Ref 12513

Property 1 of 3

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*Research data: Some items may not be applicable*

SDI Print Obtained	Yes.
NZMS 261 Ref	H39.
Local Authority	Waitaki District Council.
Crown Acquisition Map	Kemp Purchase
SO Plan	<p>SO 251 - Plan of Runs 532 to 535. Benmore Runs. (August 1916).</p> <p>SO 252 - Plan of Runs 533 to 538 Benmore Runs (August 1916).</p> <p>SO 253 - Plan of Runs 532, 535, 538 to 542 &amp; 559 to 564 Benmore Runs (August 1916).</p> <p>SO 18569 - Plan of Section 2, Block XV, Ahuriri Survey District. (March 1977)</p>
Relevant Gazette Notices	<p>Gazette Notices 499201 and 499202 (N.Z. Gazette 1978 p1667) and 611451 (N.Z. Gazette 1984 p419).</p> <p>See report 2 of 3.</p>
CT Ref / Lease Ref	CL 386/112.
Plan Index	Copies attached.
Legalisation Cards	<p>SO's 251, 252 and 253 - No card.</p> <p>SO 18569 - Copy of card attached.</p>
CL...	Supports Pastoral lease status.
Allocation Maps (if applicable)	<p>DOC &amp; SOE plans searched.</p> <p>See report 3 of 3 for a DOC allocation within the physical boundary of this lease.</p>
VNZ Ref - if known	VR 26050/12900
Crown Grant Maps	Searched. Not applicable.
<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) No Marginal strips required following Chief Surveyors investigation.</p> <p>b) Not applicable.</p> <p>c) Not applicable.</p>

**LAND STATUS REPORT for Ben Dhu Tenure Review** LIPS Ref 12513

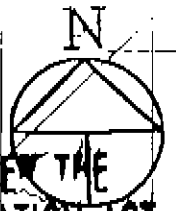
Property 1 of 3

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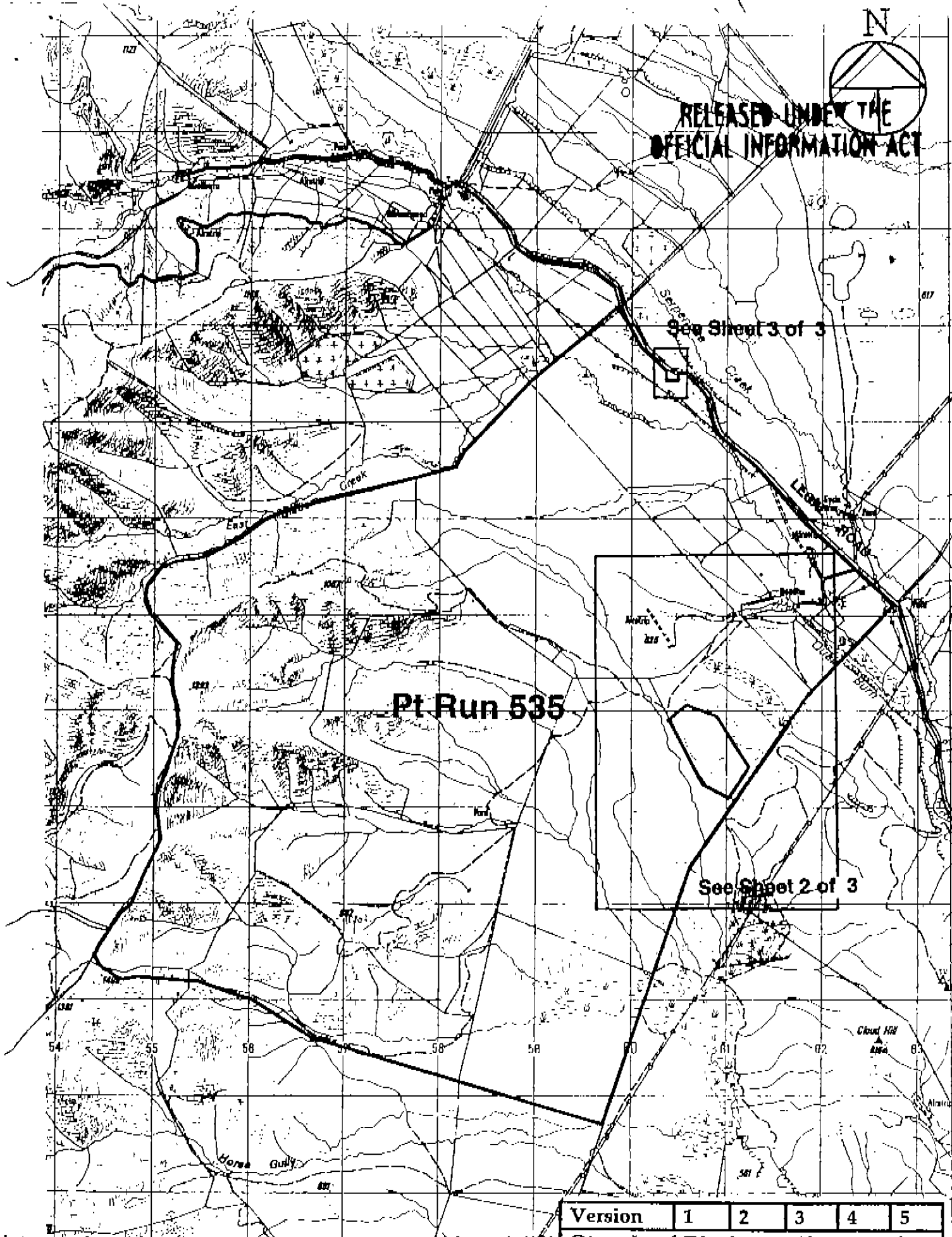
*Research – continued*

If Crown land – Check Irrigation Maps.	Searched. Not applicable.
Mining Maps	Searched. Not applicable.
<p><b>If Road</b></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 Not applicable.</p> <p>c) Gazette Ref Not applicable.</p>
<p><b>Other Relevant Information</b></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) The Department of Conservation has advised that there are no concessions within the physical boundary of this property. See reports 2 of 3 &amp; 3 of 3.</p> <p>There are no current concessions administered by Knight Frank (NZ) Limited.</p> <p>b) Searched. Not applicable.</p> <p>c) <input 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 1848 Kemp Purchase.</p> <p>d) Not applicable.</p>

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**Pt Run 535**

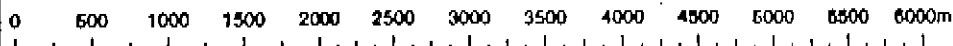
See Sheet 2 of 3

See Sheet 3 of 3



**BEN DHU**

Scale 1:50000



Version	1	2	3	4	5
Otago Land District					Sheet 1 of 3
NZMS 260 H39					Date 25/10/2000

INTERNATIONAL CONSULTANTS

Ben Dhu 1

TERRALINK NZ LTD(Terraview)-DCDB Data as at -1.08.2000Title & Valuation data as at -1.08.2000Geodetic data as at 11.10.97.  
Cadastral Information from LINZ Digital Cadastral Database (DCDB). CROWN COPYRIGHT RESERVED.

Project Number QVV 52



This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No: 50241 dated 6 November 2000 and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

<b>LAND STATUS REPORT for Ben Dhu Tenure Review</b>		LIPS Ref No Ref
Property	2	of 3

Land District	Otago.
Legal Description	Section 2, Block XV, Ahuriri Survey District.
Area	46.7620 hectares.
Status	Scientific Reserve.
Instrument of title / lease	Gazette Notice 499202 (N.Z. Gazette 1978 p1667).
Encumbrances	1) Gazette notice 499201 (Otago Registry) restricting access to this reserve. 2) Subject to Part 9 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 1848 Kemp Purchase.
Statute	Reserves Act 1977.

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Data Correct as at	27 February 2001.
[Certification Attached]	Yes.

Prepared by John Kirk subcontractor	
Crown Accredited Supplier	Opus International Consultants Ltd, Dunedin
Confirmed by Don McGregor for and on behalf of Quotable Value New Zealand.	
Crown Accredited Supplier	McGregor Property Services Limited

**Certification**

Pursuant to Section 11(1)(d) 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 a Scientific Reserve subject to the Reserves Act 1977.

  
Max Hayden Warburton

Chief Surveyor, Land Information New Zealand, Dunedin.

23 / 3 / 2001



**LAND STATUS REPORT for Ben Dhu Tenure Review** LIPS Ref No Ref

Property 2 of 3

Research Data: *Some Items may be not applicable*

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SDI Print Obtained	Yes.
NZMS 261 Ref	H39.
Local Authority	Waitaki District Council.
Crown Acquisition Map	Kemp Purchase.
SO Plan	SO 18569 - Plan of Section 2, Block XV, Ahuriri Survey District. (March 1977).
Relevant Gazette Notices	<p>Gazette Notice 499202 (N.Z. Gazette 1978 p1667) - sets apart this land as a reserve for scientific purposes and names it as the Bendhu Scientific Reserve.</p> <p>Gazette notice 499201 (N.Z. Gazette 1978 p1667) - restricting access to the within reserve.</p> <p>Gazette notice 611451 (N.Z. Gazette 1984 p419) - classifying this reserve as a scientific reserve subject to the Reserves Act 1977.</p>
CT Ref / Lease Ref	No CT or Lease reference found.
Plan Index	SO 18569
Legalisation Cards	Copy attached.
CLR	Confirms reserve status.
Allocation Maps (if applicable)	LIPS maps DOC allocation plans & other SOE's - Searched and not applicable.
N.Z Ref - if known	Not known.
Crown Grant Maps	Searched. Not applicable.
If Subject land Marginal Strip :	
a) Type [Sec 24(9) or Sec 58]	a) Not applicable.
b) Date Created	b) Not applicable.
c) Plan Reference	c) Not applicable.

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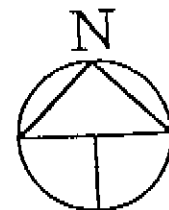
**LAND STATUS REPORT for Ben Dhu Tenure Review** LIPS Ref No Ref

Property 2 of 3

**Research – continued**

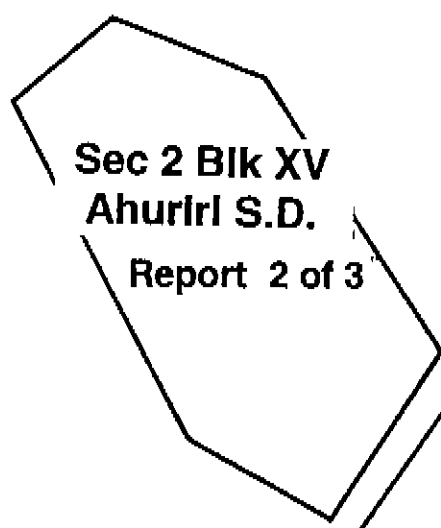
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If Crown land -- Check Irrigation Maps.	Searched. Not applicable.
Mining Maps	Searched. Not applicable.
<p><b>If Road</b></p> <p>a) Is it created on a Block Plan -- Section 43(1)(d) Transit NZ Act 1989</p> <p>b) By Proc</p>	<p>a) SO Plan - Not applicable.</p> <p>b) Proc Plan - Not applicable.</p> <p>c) Gazette Ref - Not applicable.</p>
<p><b>Other Relevant Information</b></p> <p>a) Concessions – Advice from DOC or LINZ.</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) Not applicable. Land is part of DOC estate.</p> <p>b) Is relevant land in terms of Part 9 of the Ngai Tahu Claims Settlement Act 1998.</p> <p>c) <input 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 1848 Kemp Purchase.</p> <p>d) Not applicable.</p>



Pt Run 535

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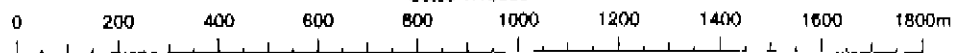


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Version	1	2	3	4	5
Otago Land District	Sheet 2 of 3				
NZMS 260 H39	Date 25/10/2000				

**BEN DHU**

Scale 1:15000



Ben Dhu 2



Project Number QVV 52

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No: 50241 dated 6 November 2000 and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

<b>LAND STATUS REPORT for Ben Dhu Tenure</b>		LIPS: No Ref
<b>Review</b>		
Property	3	of 3

<b>Land District</b>	Otago.
<b>Legal Description</b>	Section 1, Block XV, Ahuriri Survey District.
<b>Area</b>	8094 m2.
<b>Status</b>	Stewardship Land.
<b>Instrument of title / lease</b>	No registration.
<b>Encumbrances</b>	Subject to Part 9 of the Ngai Tahu Claims Settlement Act 1998.
<b>Mineral Ownership</b>	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 1848 Kemp Purchase.
<b>Statute</b>	Section 62 of the Conservation Act 1987.

<b>Data Correct as at</b>	27 February 2001
<b>[Certification Attached]</b>	Yes.

<b>Prepared by John Kirk subcontractor</b>	
<b>Crown Accredited Supplier</b>	Opus International Consultants Ltd, Dunedin

<b>Confirmed by Don McGregor for and on behalf of Quotable Value New Zealand.</b>	
<b>Crown Accredited Supplier</b>	McGregor Property Services Limited

**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 Stewardship Land subject to the Conservation Act 1987.



**Max Haydn Warburton**  
 Chief Surveyor, Land Information New Zealand, Dunedin.  
 1 / 2001

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

Not applicable.

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**LAND STATUS REPORT for Ben Dhu Tenure Review**

LIPS no Ref

Property 3 of 3

Research Data: *Some items may not be applicable***RELEASED UNDER THE  
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SDI Print Obtained	Yes.
NZMS 261 Ref	H39.
Local Authority	Waitaki District Council.
Crown Acquisition Map	Kemp Purchase.
SO Plan	SO 253 - shown on this plan as Section 1, Block XV, Ahuriri Survey District. Formerly shown as map Gravel Reserve 2 acres. (August 1916).
Relevant Gazette Notices	Searched. No relevant Gazettes notice found.
CT Ref / Lease Ref	No registration.
Plan Index	Ahuriri on SO 253.
Legalisation Cards	Searched. No legalisation cards.
CLR	Shown as a map Gravel Reserve. <i>[This is a parcel of Crown Land defined on an original block plan (being the first survey of the land after the original Crown acquisition from the former Maori owners) showing a proposed intention for reservation. In some cases gazette action followed but in this instance no action occurred and the land remained as un-alienated Crown Land until it's allocation to DOC in 1987]</i>
Allocation Maps (if applicable)	Allocated to The Department of Conservation reference D*H39*13*Co.  The other allocation maps have been searched and no duplications have been found.  This Category 8 allocation (Crown Land subject to Sections 66A, 67,68 and 165 Land Act 1948 and unalienated Crown Land not previously accounted for), was approved in accordance with the Special Ministerial Coordinating Committee's decision of 25 March 1987.
VNZ Ref - if known	Not Known.
Crown Grant Maps	Searched. Not applicable.
If Subject land Marginal Strip: a) Type [Sec 24(9) or Sec 58]	a) No marginal strips.
b) Date Created	b) Not applicable.

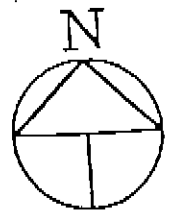
**LAND STATUS REPORT for Ben Dhu Tenure Review** LIPS no Ref

Property 3 of 3

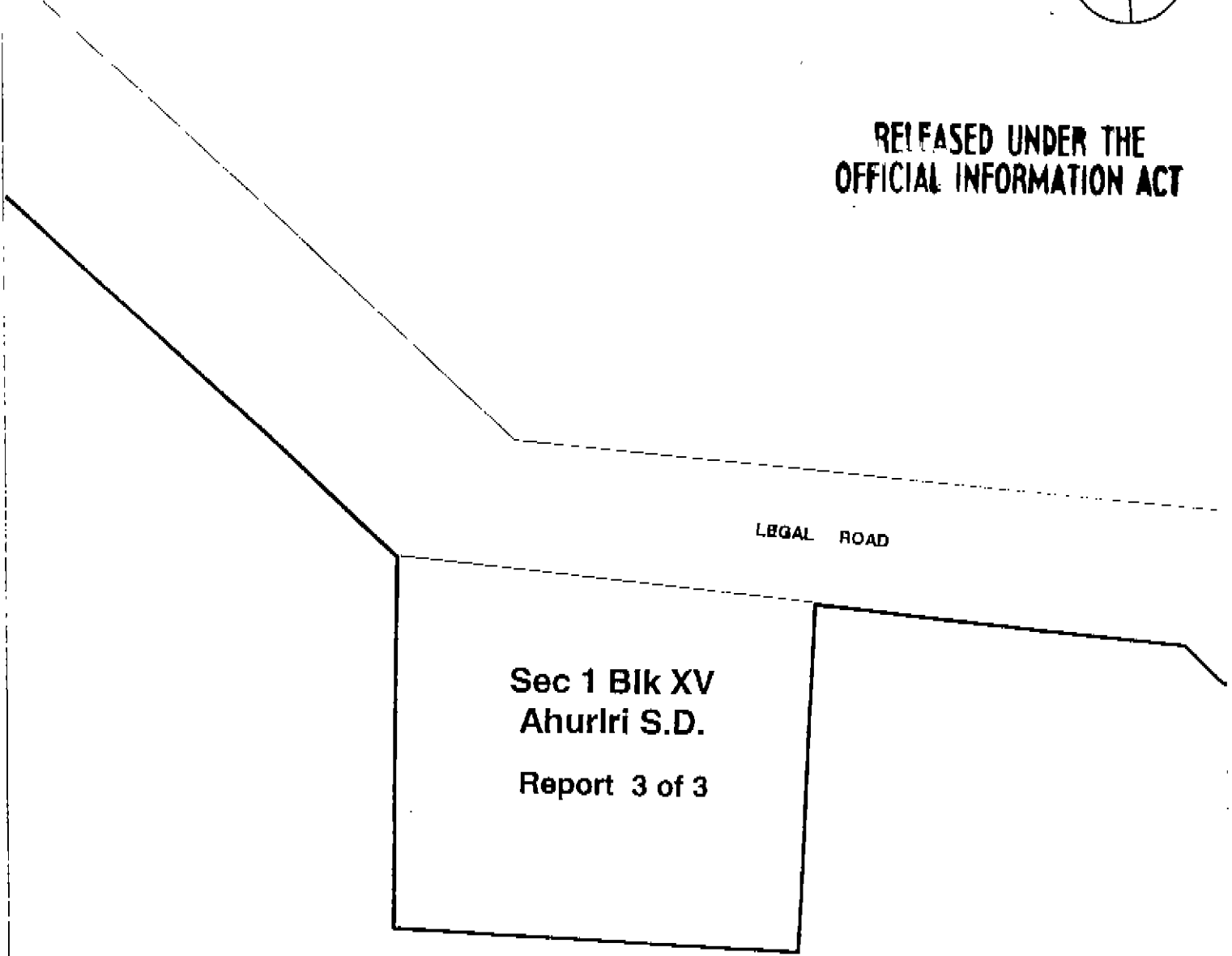
c) Plan Reference	c) Not applicable.
If Crown land - Check Irrigation Maps.	Searched. Not applicable.
Mining Maps	Searched. Not applicable.
<b>If Road</b> a) Is it created on a Block Plan - Section 43(1)(d) Transit NZ Act 1989 b) By Proc	a) SO Plan - Not applicable. b) Proc Plan - Not applicable. c) Gazette Ref - Not applicable.
<b>Other Relevant Information</b> a) Concessions - Advice from DOC or LINZ. b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998 c) Mineral Ownership d) Other Info	a) Not applicable. Land is part of the DOC estate. b) Is relevant land in terms subject to Part 9 of the Ngai Tahu Claims Settlement Act 1998. c) Either <input 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 1848 Kemp purchase. d) Not applicable

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Sec 1 Blk XV  
Ahuriri S.D.  
Report 3 of 3

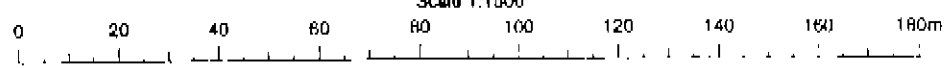
LEGAL ROAD

Pt Run 535

Version	1	2	3	4	5
Otago Land District					Sheet 3 of 3
NZMS 260 H39					Date 25/10/2000

**BEN DHU**

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## APPENDIX 1

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COMPUTER INTEREST REGISTER  
UNDER LAND TRANSFER ACT 1952



Historical Search Copy

R. W. Muir  
Registrar-General  
of Land

Identifier **OT386/112**  
Land Registration District **Otago**  
Date Registered 21 May 1959 09:58

**Prior References**  
OT259/239

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<b>Type</b>	Lease under s83 Land Act 1948		
<b>Area</b>	3965.9193 hectares more or less	<b>Term</b>	33 years commencing on the first day of July 1959 and renewed for a further period of 33 years commencing on 1.7.1992

**Legal Description** Run 535

**Original Proprietors**

Irene Jean Ross

**Interests**

817503 Renewal of Lease for a further period of 33 years commencing on 1.7.1992 and fixing (for the first 11 years) the annual rent at \$3,750.00 calculated on a rental value of \$250,000.00 - 5.11.1992 at 10.43 am

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Issued as a Document of (or in Exchange for) Loans  
Former Reference  
Registered in Vol. 259 M. 259

NEW ZEALAND

LAND DISTRICT

LAND & WATER registered in the LAND REGISTRY OFFICE  
not under the LAND TRANSFER ACT.

Name: Chau  
From: Chau  
Date: 21 MAY 1954  
Time: 4:30  
Page: 1 of 5  
Amount: 852

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

Register-book, Fol. 386 p. 112  
Date: 21st day of May  
Amount: 958

Arthur  
Dist. Land Registrar

386/112

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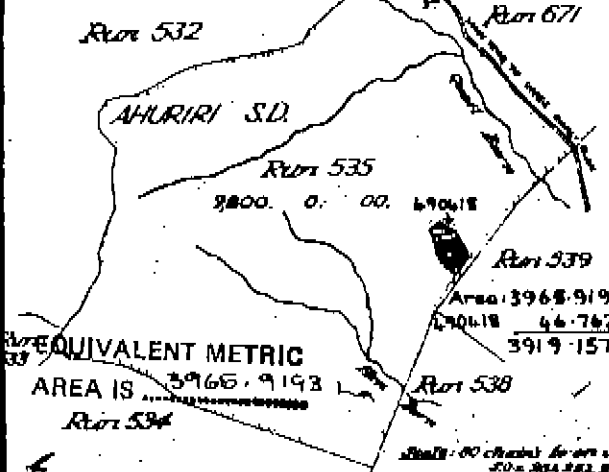
Conveyance of Pastoral Land under the Land Act, 1948

No. 222

This Deed, made the first day of March one thousand nine hundred and fifty-nine between His Majesty THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessee") of the one part, and

AMURURI S.D. & CHAU LAKE S.D.

CHAU LAKE S.D.



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 9300

(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, covenants, and appurtenances thereto belonging. TO HOLD the said premises to be hereby demised unto the Lessee for the term of thirty-three years commencing on the first day of July one thousand nine hundred and fifty-nine together with the period between the date of this lease and the aforesaid first day of July, one thousand nine hundred and fifty-nine Yielding and paying therefor during the said term unto the Department of Lands and Survey at the Principal Land Office for the said Land District of Otago the clear annual rent of one hundred and fifty five pounds (£155.-) payable without discount 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 for the purpose of the improvement specified in the Schedule hereto the sum of (£) (the receipt of which sum is hereby acknowledged) and thereafter half-yearly instalments of (£) (the receipt of which sum is hereby acknowledged) and thereafter half-yearly instalments of (£) on the 1st day of January and the 1st day of July in each and every year during the said term.

- 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 stated in this Deed, and also all rates and charges all rates, taxes, assessments, and outgoings whatsoever that 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 qualification on the said land, and thereafter throughout the term of the lease, all such qualifications on the said land.
  3. THAT the Lessee will hold and use the said land lawfully in his own use and benefit and will not transfer, charge, mortgage, or part with possession of the said land in any part thereof without the previous approval of the Land Registrar (Deed). 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 from the said land diligently and in a husbandlike manner according to the rules of good husbandry and will not in any way encroach upon.
  5. THAT the Lessee will throughout the term of his lease to the satisfaction of the Commissioner of Crown Lands for the Land District of Otago (hereinafter referred to as "the Commissioner") use and take all the fences and bridges, clear and keep clear the said land of all noxious weeds, and will comply strictly with the provisions of the Statute in that behalf made.
  6. THAT the Lessee will keep the said land free from all animals, rabbits, and other vermin, and generally comply with the provisions of the Statute in that behalf made.
  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 ditch or stop or obstruct 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 first day of the day on which any such premium becomes payable, the receipt for the same.
  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 a penalty) as the Commissioner thinks fit, fell, cut, or remove any timber, tree, or bush growing, standing, or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such timber, tree, or bush unless the Commissioner otherwise approves.
- Provided that the consent of the Commissioner as aforesaid shall not be necessary when any such timber or tree is required for any agricultural, pastoral, household, or building purpose on the said land nor when 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 Statute in that behalf made, erect, put, or place on the said land, nor permit any erection, work, or structure on the said land to be erected, 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 think 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 infected with disease, and also, with pigs, swine, or other animals which the said Department is charged with the duty of administering 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 Lessee and the Lessor:-

- (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 in any minerals (within the meaning of the Land Act, 1948) or in the surface of the soil of the said land, and all such minerals as occurred in the said land together with a free right of way over the said land in favour of the Crown or of any person authorised by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the said land or any adjacent land of the Crown, subject to the payment to the Lessee of compensation for all damage done to improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals.

Provided that there shall be no right of way over, or right to work, extract, or remove any mineral from, any part of the said land which is at the time being under crop or used or adapted wholly or partly as a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any building (including outhouses).

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, or building purpose on the said land, but not otherwise.

- (c) THAT upon the expiration or effluxion of time of the term hereby granted and thereafter at the expiration of each anniversary (unless so provided to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 84 (2) of the Land Act, 1948, a new lease of the land hereby leased as a term to be determined in the manner permitted by Part VIII of the said Act for a term of thirty-three years commencing 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 reserved mineral and all pastures, machinery, or in relation thereto.



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- (4) THAT the Lessee shall have no right of acquiring the ownership of the said land.
- (5) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary:
  - (a) Cultivate any portion of the said land for the purpose of growing wheat and for the stock department therein;
  - (b) Engage such men of the said land as he requires for the use of himself and himself and his employees;
  - (c) Fertilize and sow in grass any portion of the said land;
  - (d) Clear any portion of the said land by felling and burning back or such and use the land so cleared in grass;
  - (e) Further 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 swards and grasses to the satisfaction of the Commissioner.
- (6) THAT the Lessee shall provide the means of stocking the said land and shall not permit any part of the area to be heavily stocked, and agreed between the Land Settlement Board and the Lessee shall be observed and compliance with the said conditions shall be a condition of the Commissioner's consent.
- (7) THAT if the Lessee shall leave New Zealand or abandon the said land or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied to the satisfaction of the Land Settlement Board or the Commissioner, as the case may be, or unless 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 196 of the Land Act, 1948, declare this lease to be forfeit, and the without discharge or releasing the Lessee from liability for rent due or accruing due or for any price breach of any covenant or condition of the lease.
- (8) THAT these provisions are intended to take effect as a post-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 to all respects upon the parties hereto in the same manner as if such provisions had been fully set out hereon.

SCHEDULE

IMPROVEMENTS BELONGING TO THE CROWN AND BEING FORWARDED BY THE LESSEE

NIL

IN WITNESS whereof this Commissioner of Crown Lands for the Land District of

Dunedin

, on behalf of the Lessee, hath hereunto set his

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

Witness: [Signature]  
 Occupation: Chief Surveyor, Survey Dept.  
 Address: [Address]

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

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

[Signature]  
 Commissioner of Crown Lands

[Signature]  
 Lessee

\*(5) 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 sheep depastured on the said land does not exceed 3330 inclusive of 1200 ewes (being an increase of 200 per cent on the carrying capacity on which is based the rent herebefore reserved) but the Commissioner may by notice in writing permit the Lessee to depasture thereon any greater number should he deem it advisable or expedient so to do. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.

Mortgage 78533 produced 25<sup>th</sup> February 1948 at 12.50  
 Reduction of Principal of Mortgage 78533 produced 5<sup>th</sup> February 1948 at 5.00  
 Reduction of Principal of Mortgage 78533 produced 15<sup>th</sup> February 1948 at 2.30

[Signature]  
 Lessee

Part of the within land (46.762ha) is now known as Section 2 Block XV Aburiri S.D. - See New Appellation 476085/1

X22130 Chattel Mortgage by [Name] on 2 of the Chattel Mortgage Amendment Act 1948 produced 19th Feb 1948 at 10.44  
 277460 Transfer of land to [Name] of Oamaru produced 6/10/1944 at 1.00  
 277461 Mortgage to [Name] of New Zealand - 10/11/1944 at 1.37  
 277462 Mortgage to [Name] of New Zealand - 10/11/1944 at 10.27

490418 Surrender of the within Lease as to Section 2, (46.762ha) with the consent of Mortgagee in Mortgage 277461 entered 5 January 1978 at 1.51 pm

507359 Transfer to Donald Walter Ross of Oamaru Farmer and David George Ross of Fairlie Farmer - 22.11.1978 at 2.6 pm

THIS REPRODUCTION (ON A REDUCED SCALE) CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL REGISTER FOR THE PURPOSES OF SECTION 193A LAND TRANSFER ACT 1948.

[Signature] A.L.R.

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511125/1 Certificate vesting Mortgage 277461 in  
The Rural Banking and Finance Corporation of  
New Zealand - 15.2.1979 at 9.46 am

*[Signature]*  
A.L.R.

511125/2 Variation of Mortgage 277461 -  
15.2.1979 at 9.46 am

*[Signature]*  
A.L.R.

562258 Mortgage to The Rural Banking and Finance  
Corporation of New Zealand - 23.9.1981 at 11.32 am

DISCHARGED  
8.9.1981  
*[Signature]*  
A.L.R.

*[Signature]*  
A.L.R.

817503 Memorandum renewing the term of  
the within lease for a further period of  
33 years commencing on 1.7.1992 and  
fixing (for the first 11 years) the  
annual rent at \$3,750.00 calculated on a  
Rental Value of \$250,000.00 - 5.11.1992  
at 10.43 am

*[Signature]*  
A.L.R.

915138/4 Transmission to Donald Walter Ross  
of Oamaru Farmer as Survivor - 30.8.1996  
at 11.00am

*[Signature]*  
A.L.R.

915138/5 Transfer to Irene Jean Ross of  
Oamaru Married Woman - 30.8.1996 at  
11.00am

*[Signature]*  
A.L.R.

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