

Crown Pastoral Land Tenure Review

Lease name : BLAIRICH

Lease number : PM 026

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.

July

06

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

File Ref: 12643, Pm 026, Blairich Report No: B0021

Report Date: 31 July 2001

Office of Agent: Christchurch

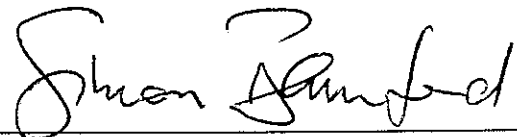
LINZ Case No: TR 02/01

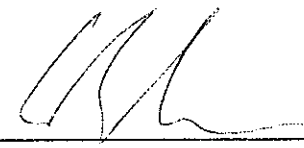
Date sent to LINZ: 2.8.01

RECOMMENDATIONS

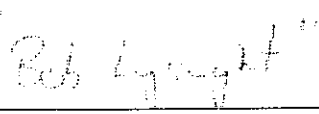
1. That the Commissioner of Crown Lands or his delegate **note** this Due Diligence Report which has been prepared in accordance with the Pre Tenure Review Assessment Standard;
2. That the Commissioner of Crown Lands or his delegate **note** the following incomplete actions which require action by the Manager Crown Property Contracts;
 - 2.1 Knight Frank has been advised by LINZ that a Right of Way described under Transfer 25626 which gives Blairich access over an adjacent property, cannot be brought down onto the new lease issued in 1987. A submission, C9147 was sent to LINZ under letter dated 2 March 1999 detailing the issue and recommending a new document was drafted and registered. This has yet to be concluded.
 - 2.1 Clause 12 of the original lease was not brought down onto the new lease at the time of lease renewal in 1987. This clause placed an obligation on the lessee to observe and perform all the covenants, conditions and agreements with the respective easements and keep harmless the lessor etc.

Signed for Knight Frank (NZ) Limited


Consultant 31 / 7 / 01


Manager 2 / 8 / 01

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


Name:
Date of decision: 16 / 8 / 01

1. *Details of lease:*

Lease Name: Blairich
 Location: Lower Awatere Valley
 Lessee: Blairich Station Limited
 Tenure: Pastoral Lease
 Term: 33 Years from 1 July 1987
 Annual Rent: \$15,075 plus GST
 Rental Value: \$670,000
 Date of Next Review: 1 July 2009
 Land Registry Folio Ref: 4B/1158 (see appendix A)
 Legal Description: Sections 7, 9, 10, 11 and part Section 1, Block XX, Taylor Pass Survey District
 Area: 3,172.2913 hectares

2. *File Search*

Pastoral Lease Files held by Agent on behalf of LINZ and also by LINZ:

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
Pm 010-SBM-01	1	1a	21/2/55	192	25/7/75
Pm 010-SBM-02	2	193	11/10/75	325	30/4/84
Pm 026-SBM-01	1	1	18/4/84	136	24/9/93
Pm 026-SBM-02	2	137	28/6/94	231	5/11/98
Pm 026-SBM-03	3	232	16/11/98	305	24/3/99
Pm 026-SBM-04	4	306	13/4/99	359	19/6/00
CON/50213/09/12	1	1	1/7/00		
643/A-ZNO					

A number of issues were noted in 1997 relating to the new lease document not including or bringing down relevant documents. An Interoffice Memo (Folio 200, Volume 2, Pm 026) outlines these as follows:

1. *Various easements affecting the land were not brought down onto the new lease.*
2. *Clause 12 of original lease was not brought down. This placed the obligation on the lessee to observe and perform all the covenants conditions and agreements with the respective easements and keep harmless the lessor etc.*
3. *The current stock limitation was included as the base limitation in the lease, not the correct base limit.*
4. *The variation of lease limiting transfer of shares in a company was not brought down onto the new lease.*

1. Three easements have now been recorded on the new lease. However Transfer 25626 which provides access for the property over an adjacent property is not able to be brought down. A submission, C9147 was sent to LINZ under letter dated 2 March 1999 detailing the issue and recommending that a new document was drafted and registered. There is no record of any response to this (see appendix B).

2. No action has been taken regarding Clause 12 (see appendix C).

3. The correct base stock limitation has now been registered on the lease by way of variation of lease, registered under Document No 203432.4 on 19/3/1999 (see appendix D).
4. A new Variation of Lease limiting the transfer of shares has now been registered under Document No 203432.2 on 19/3/1999 (see appendix E).

Other relevant files held by LINZ:

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
5200/D10/B01-1-DNO 34/13-SBM 5200/D15/B01-1-DNO CPR/01/01/20/401-ZNO	1	266 No folio's on file National Office file- not released	31/1/96 9/2/1897	686	4/11/96 20/3/1901

- 5200/D10/B01-1-DNO: No correspondence of relevance to Due Diligence.
- 34/13-SBM: No correspondence of relevance to Due Diligence. File is very old, folio's are not complete or in order.
- 5200/D15/B01-1-DNO: LINZ advised there was no correspondence on this file. It has not been sighted by Knight Frank.
- CPR/01/01/20/401-ZNO: LINZ advised this was a National Office File and not available for release.

3. Summary of lease document:

Terms of lease

Legal description, area, lease stock limit and commencement date have been checked on the CT lease document and verified with LINZ files held by Knight Frank.

Commencement Date:

1 July 1987

Stock Limit in Lease:

That without derogating from or restricting the covenants contained and implied in this lease and on the part of the Lessee to be performed or complied with the Lessee will not at any time during the said term depasture on the land hereby demised more than 3828 sheep and 32 breeding cows (both figures including the 10% tolerance) PROVIDED HOWEVER that the Lessee may with the prior written consent of the Commissioner of Crown Lands carry such additional stock on such terms and conditions as may therein be specified subject nevertheless to the right of the Commissioner to revoke or vary such consent at any time.

This limit was varied from that shown in the lease document under a Variation of Lease registered on the lease on 19/3/1999. This amendment was made to correct an administrative error made at the time the new lease was issued when an incorrect limit was shown.

Exemption from Stock Limitation:

Not more than 10,000 sheep (including not more than 7,750 breeding ewes) and 700 cattle (including not more than 450 breeding cows). Approved by Case No 99/221 on 30 November 1998 and notified by letter dated 1 December 1998 to Blairich Station Limited. Not registered on the lease.

Subject to:

Section 8 of the Mining Act 1971 and Section 5 of the Coal Mines Act 1979.

The condition that the Crown retain the right to apply the provisions of Section 58 Land Act 1948, in respect of all rivers and streams in excess of 3 metres in width traversing or forming the boundary to the property subject to legal confirmation in that regard. On the basis of the LINZ letter dated 13 November 1997 regarding "Lilybank" (Canterbury) and Ministerial Co-Ordinating Committee/State Owned Enterprises paper 271 dated 31 March 1987 (Dept of Justice) it would appear this memorial to have no substance unless a one chain strip was laid off by definition on a plan in the Chief Surveyors records. In this case identified strips do exist on SO 4203-4205 and apply to Black Birch Stream and the Awatere River.

Part IVA Conservation Act 1987 upon disposition.

Variation of Lease:

A variation of the terms of the within lease was registered on 19/3/1999 (Documents No 20343.2). This variation prevents the transfer of shares by a lessee company without the consent of the Commissioner of Crown Lands (see appendix E).

Variation of Lease:

A variation of the terms of the within lease was registered on 19/3/1999 (Documents No 20343.4). This variation made an amendment to correct an administrative error made at the time the new lease was issued when an incorrect limit was shown (see appendix D).

Rent Review:

Notice of the Rent Review was sent out under a letter dated 8 September 1997. No response was received, despite several reminder letters. A further letter dated 19 January 1998 was sent advising the lessee was deemed to have accepted the new rental values, the new rent to be effective from 1 July 1998. There is no notice of this rent review registered on the lease title.

Area adjustments

Document 165343 is a Section 113 Certificate excluding Section 1 7029 from the lease, an area of 568.00 hectares (see appendix F).

Registered interests

Document 163438 is a transfer granting a right to convey water in gross over part Section 1, Block XX, Taylor Pass SD herein marked A, B, C & D on DP 7231 in favour of the Marlborough District Council, registered 29/5/92. This easement provided legalisation for upgrading work completed on the Awatere Community Water Supply in the 1960's and is operative today. The Water Supply was established under a previous easement described under (see appendix G).

Subject to a right to convey water in gross over part Sections 1 and 7 and marked pipeline on the diagram attached to Transfer 14072 in favour of the Awatere County Council. This easement was put in place to provide for the establishment of the Awatere Community Water Supply Scheme (see appendix H).

Subject to a right of way over the part Section 1 coloured yellow on diagram endorsed on Deed of Grant 55/104 appurtenant to part DP 1120 (37/204) created by the said Deed of Easement. This provides access up the Blairich River for an adjoining property (see appendix I).

Subject to a right of way over the part Sections 1 & 10 coloured yellow on diagram endorsed on Deed of Grant 55/117 appurtenant to part Lot 1 DP 2147 (54/75) created by the said Deed of Easement. This provides access up the Blairich River for a second adjoining property (see appendix J).

Document 120061 Land Improvement Agreement under Section 30 Soil Conservation and Rivers Control Act 1941 (see appendix K). See comments below.

Document 203432.5 is a mortgage to the National Bank of NZ Limited.

Unregistered interests

Transfer 25624 provides a right of way for the Crown and lessee over part of an adjoining property adjacent to the Blairich River. This was included in the original pastoral lease as part of the legal description and has not been brought down onto the new lease. The document would still appear to be valid and is registered on the adjoining title (see appendix B). A submission, C9147 was sent to LINZ under letter dated 2 March 1999 detailing the issue and recommending that a new document was drafted and registered. We are not aware of any response to this. This ROW is beneficial to the Crown and the lessee in providing access across neighbouring land.

4. Summarise any Government programmes approved for the lease:

A Land Improvement Agreement for a Soil and Water Conservation Plan was registered on the lease in 1984. The Agreement is for a period of 99 years and expires on 28/6/2083. Works included in the agreement were 12,160 metres conservation fencing and 1,400 metres windbreaks. A general maintenance clause for subsidised works is included (see appendix K).

5. Summary of Land Status Report:

Status: Crown Land subject to Land Act 1948

Instrument of Lease: Balance 4B/1158 pursuant to Section 66 and as registered under Section 83 of the Land Act 1948.

Encumbrances: As previously listed in report.

Mineral Ownership: Minerals remain with the Crown as the land has never been alienated since its acquisition for settlement purposes, from the former Maori owners under the Kemp purchase 1848.

Statute: Land Act 1948 and Crown Pastoral Land Act 1998.

Other Issues Noted:

- Area is subject to survey, as original definition (SO 4203-4205) has since been subdivided.
- Sections 10 and 11, Block XX do not appear on either Terraview, or LINZ Landonline and or the Survey Data Index (SDI).
- There exists some small parts of land (Pt DP 1120 total area 864.8132 ha) between the pastoral lease area and the road running parallel with the Blairich River (refer to cadastral diagram plan) attached to the greater land holding on the north-east. *This part of the boundary follows the boundary fence in the same way that Sections 10 and 11 are on the north-eastern side of Blairich River.*
- An existing DC mainline of power pylons (Benmore-Haywards A Line) run across the south eastern end of the Blairich run. No formal easement exists with Transpower New Zealand Limited, therefore protection is afforded pursuant to Section 22 Electricity Act 1992.
- The submission dated 02 March 1999 to the CCL over the omission of transfer 25626 (CT 54/75) – not being brought down on CL 4B/1158 – has yet to be concluded. *This has previously been discussed.*

A copy of the Status Report is included as Appendix L.

6. Review of topographical and cadastral data:

No communications facilities. No registered historic places or sites, although the Conservation Resources Report dated April 1995 (Conservation Values of Blairich Pastoral Lease) undertaken for the earlier tenure review noted two sites worthy of further investigation. The first was chimney that is the remains of the old tallow plant built in 1870 and the second was the Willows Hut, a Cob hut situated at Willow Flat.

There is a boundary fence running on a give and take line beside the Blairich Stream for its full length, although the legal boundary is partly the stream and partly the line of the fence. Remaining boundaries are all fully fenced except for part adjacent to Black Birch Stream, where the accepted boundary fence is the fence on the true right of the stream.

There is a paper road running the full length of the true right of the Blairich Stream and this then follows the boundary through to the Omaka River. Marginal strips apply adjacent to Black Birch Stream and the Awatere river.

7. Details of any neighbouring Crown or conservation land

The property has a boundary with the Black Birch Stream Water Supply area which has Scenic Reserve status by Gazette 1986 page 2117. There is also another area of land surrendered from the case for conservation purposes by Gazette 1990 page 30. Neither of these areas are suitable to include in the review.

8. Summarise any uncompleted actions or potential liabilities:

- 8.1 Knight Frank has been advised by LINZ that a Right of Way described under Transfer 25626 which gives Blairich access over an adjacent property, cannot be brought down onto the new lease issued in 1987. A submission, C9147 was sent to LINZ under letter dated 2 March 1999 detailing the issue and recommending a new document was drafted and registered. This has yet to be concluded.
- 8.2 Clause 12 of the original lease was not brought down onto the new lease at the time of lease renewal in 1987. This clause placed an obligation on the lessee to observe and perform all the covenants, conditions and agreements with the respective easements and keep harmless the lessor etc.

APPENDICES:

- A: Lease 4B / 1158
- B: Submission C9147
- C: Lease 46 / 191 with Clause 12 highlighted.
- D: Document 203432.4 – Variation of Lease with amended Base Stock Limitation
- E: Document 203432.2 – Variation of Lease, limiting transfer of shares
- F: Document 165343 – Section 113 Certificate, excluding Section 1 SO 7029.
- G: Document 163438 – Transfer granting right of to convey water in favour of Marlborough District Council.
- H: Document 14072 – Transfer granting right to convey water in favour of Awatere county Council.
- I: Deed of Grant 55 / 104 – Right of way over lease
- J: Deed of Grant 55 / 117 – Right of way over lease
- K: Document 120061 – Land Improvement Agreement
- L: Status Report

APPENDIX A:

Lease 4B / 1158

NEW ZEALAND 30 MAR 2001

Entered in the Register-book, the

No. 4B/1158

Former Ref. Vol. 46 fol. 791

L. & S. Ref. No. P26

REGISTERED
PART TAKEN BY GAZETTE NOTICE
 1987 at 9.05 o'clock
 REGISTRAR
 Assistant Land Registrar.
 MARLBOROUGH, N.Z.

REGISTER

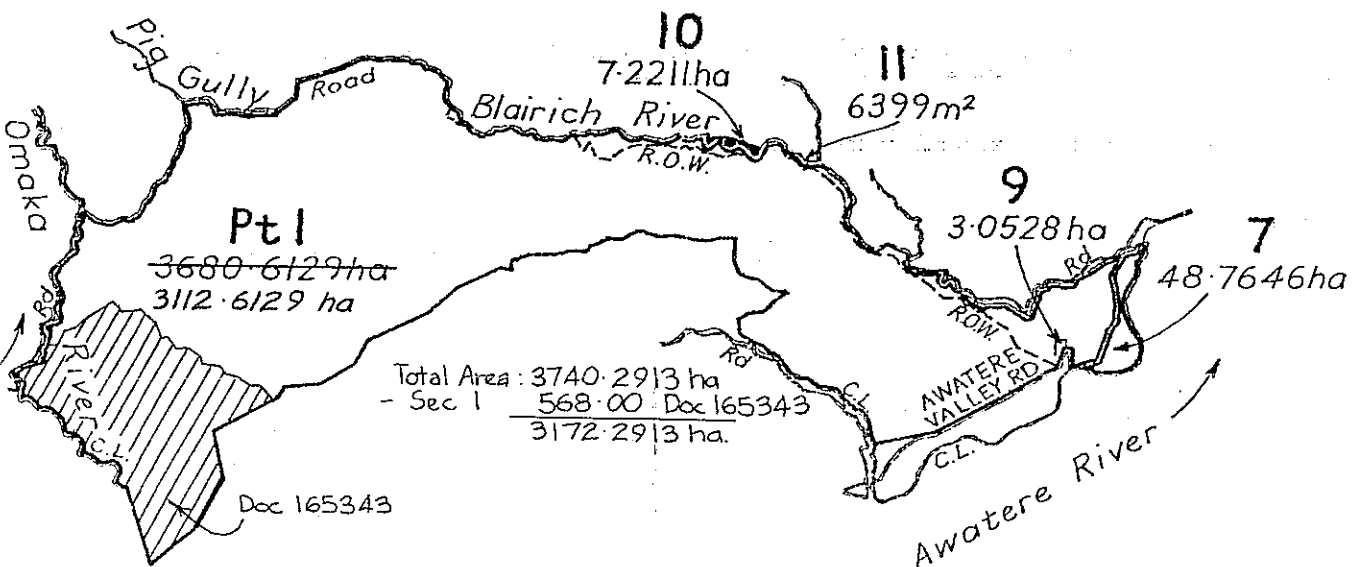
Pastoral Lease under the Land Act 1948

Registered under Section 83 Land Act 1948

This Deed, made the 1st day of July 1987 between HER MAJESTY THE QUEEN (hereinafter referred to as "the Lessor") of the one part, and H.F. Cooper Limited at Blenheim as to a one half share and Edward Ross Beech of St. Albans and Neal Ralph Ibbotson of Blenheim, farm management consultant, jointly as to a one half share, as tenants in common in the said shares.

(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 3740.2913 hectares more or less, situated in the Land District of Marlborough, and being Sections 7, 9, 10, 11 and Part Section 1, Block XX, Taylor Pass Survey District

the same is more particularly delineated with bold black lines on the plan hereon; ~~XXXXXX~~ subject to the condition that the Crown retain the right to apply the provisions of Section 58 and Act 1948, in respect of all rivers and streams in excess of 3 metres in width traversing or forming the boundary to the property subject to legal confirmation in that regard.



SOS 4203-5

Total Area 3740.2913 ha

easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of 33 years, commencing on the 1st day of July 1987, together with the period between the date of this lease and the aforesaid 1st day of July 1987, YIELDING and paying therefor for the first 11 years of the said term unto the Land Corporation Limited at Blenheim the annual rent of \$ 6,000.00 payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said period of 11 years, and for the next two successive periods of 11 years of the said term a rent determined in respect of each of those periods in the manner provided in Section 66 (4A) of the Land Act 1948.

R.

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

1. That without derogating from or restricting the covenants contained and implied in this lease and on the part of the Lessee to be performed or complied with the Lessee will not at any time during the said term depasture on the land hereby demised more than 11,000 sheep which number shall not include more than 6,500 breeding ewes nor more than 1,125 cattle which number shall not include more than 400 breeding cows*PROVIDED HOWEVER that the Lessee may with the prior written consent of the Land Settlement Board carry such additional stock on such terms and conditions as may therein be specified subject nevertheless to the right of the Land Settlement Board to revoke or vary such consent at any time.

* and 150 deer and 365 goats.

2. That the Lessee will at all times farm the land hereby demised in a manner to promote soil conservation and prevent erosion and will comply with the provisions of the Soil Conservation and Rivers Control Act 1941.

3. Subject to Section 8 of the Mining Act 1971 and Section 5 of the Coal Mines Act 1979.

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

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 exterminating 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 undue 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 pastoral land under Section 66 of 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 OF IMPROVEMENTS BELONGING TO THE CROWN

Nil

IN WITNESS whereof the Assistant Property Manager Commissioner of Crown Lands for the said Land District, on behalf of the Lessor, has hereunto set his hand, and these presents have also been signed by the said Lessee.

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 Lessee, in the presence of—

Witness: _____

Occupation: _____

Address: _____

—Lessee.

Handwritten signature and large 'DRAFT' watermark.

30 MAR 2001

30 MAR 2001

ABSOLUTE to Edward Ross Beech, Neil and Denise Margaret Cooper

91091 Statutory charge under the Rural Housing Act 1939 - 31.8.1978 at 2.160'c

13.8.1997 at 10.12
for DLR.

99364.1 Mortgage (and 2 variations thereof) to The Rural Banking and Finance Corporation. - 10.7.1980 at 9.430'c

203432.2 Variation of the within lease
203432.3 Transfer to Blairich Station Limited

99364.2 Mortgage (and 2 variations thereof) to The Rural Banking and Finance Corporation. - 10.7.1980 at 9.430'c

203432.4 Variation of the within lease
203432.5 Mortgage to The National Bank of New Zealand Limited

120061 Land Improvement Agreement under Section 30 Soil Conservation and Rivers Control Act 1941. - 4.7.1984 at 1.320'c

all 19.3.1999 at 9.35
for RGL..

140751 Mortgage to Amalgamated Banking Group (New Zealand) Limited. - 29.4.1988 at 9.000'c

140758 Transfer granting a right to convey in gross over the part Section 1, Block XX, Taylor Pass SD herein marked A, B, C & D on DP 7231 in favour of the Marlborough District Council. - 29.5.1992 at 10.550'c

164910 Change of Appellation whereby part of the within land is now known as Section 1 SO 7029. - 11.9.1992 at 9.150'c

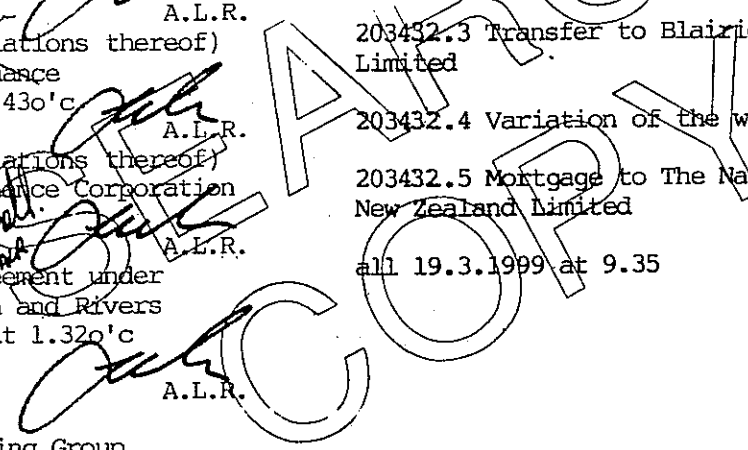
165343 Certificate under Section 113 of the Land Act 1948 excluding Section 1 SO 7029 from the within lease. - 9.10.1992 at 11.050'c

Subject to a right to convey water in gross over the part Sections 1 & 7 herein coloured blue and marked pipeline on the diagram attached to Transfer 14072 in favour of the Awatere County Council created by the said Transfer

Subject to a right of way over the part Section 1 herein coloured yellow on diagram endorsed on Deed of Grant 55/104 appurtenant to part DP 1120 (37/204) created by the said Deed of Grant

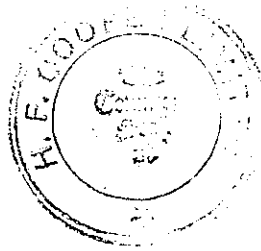
Subject to a right of way over the part Sections 1 and 10 herein coloured yellow on diagram endorsed on Deed of Grant 55/117 appurtenant to Lot 1 DP 2147 (54/75) created by the said Deed of Grant

Handwritten initials and marks on the left margin.



Multiple handwritten signatures and initials throughout the document, often followed by 'A.L.R.' or 'for R.G.L.'.

The Common Seal of H F Cooper Limited was affixed hereto in the presence of:



W Cooper

Wm Cooper

Signed by Edward Ross Beech in the presence of:

Witness: Mr Mullin

E R Beech

Occupation: LAW CLERK LONDON RADICA DEW

Address: BLENHHEIM

Signed by Neal Ralph Ibbotson in the presence of:

Witness: John

N R Ibbotson

Occupation: John

Address: Deuleris

SIGNED for and on behalf of) LAND CORPORATION LIMITED by its
HER MAJESTY THE QUEEN pursuant to) Attorney
a Deed lodged with the District)
Land Registrar as No 136456 by)
LAND CORPORATION LIMITED by its)
Attorney Owen Charles Norrish in)
the presence of:) Attorney

Owen Charles Norrish

Witness: M Burrey

Occupation: Property Officer

Address: Blenheim

SEARCHED COPY

APPENDIX B:

Submission C9147

FILE COPY

**Knight
Frank**



Our ref: 040 let - Pm 026 (C9147)

LAND RESOURCES DIVISION

2 March 1999

4th Floor, Knight Frank House
76 Cashel Street, Christchurch
Telephone: (03) 379 9787
Facsimile: (03) 379 8440

Manager Regional Crown Property Services
Land Information New Zealand
Private Bag 4721
CHRISTCHURCH

Attention: Bob Lysaght

**RE: SUBMISSION NO. C9147 ON OMISSION OF RIGHT-OF-WAY TRANSFER -
PM 026 BLAIRICH**

Please find enclosed a submission regarding the omission of a Memorandum of Transfer creating a Right-of-Way easement appurtenant to the pastoral lease.

Please contact me if you require further information or wish to discuss.

Yours faithfully
KNIGHT FRANK (NZ) LIMITED

CAROLINE MASON

Corporate Offices

Auckland
Wellington
Christchurch

International

Australia
Belgium
Botswana
China
France

Hong Kong
India
Italy
Japan
Malawi

Nigeria
Portugal
Singapore
South Africa
Spain

Tanzania
The Netherlands
United Kingdom
United States
or America

Postal Address:
PO Box 142, Christchurch
New Zealand
Knight Frank (NZ) Limited (INZ)
(An LPL Group Company)

SUBMISSION TO
COMMISSIONER OF CROWN LANDS

Correction of omission of Memorandum of Transfer from pastoral lease document
Submission C9147

KF Ref: Pm 026

CCL Ref:

Case No:

Date of Submission: 2 March, 1999

Property Name: Blairich

Lessee: H F Cooper Ltd, Hugh Cooper Family trust (NB under transfer to Blairich Stations Limited)

Background

When the original pastoral lease (P 10) was issued in 1954 (CT ref 46/191), the legal description referred to a number of easements and rights of way, three of which the lease was subject to, and one which was appurtenant to the land within the lease [1]. These were;

- (i) Right of Way created by Memorandum of Transfer No. 25626 (appurtenant)
- (ii) Right to convey water in gross created by Memorandum of Transfer No. 14072 (subject)
- (iii) Right of Way created by Deed of Grant 55/104 (subject)
- (iv) Right of Way created by Deed of Grant 55/117 (subject)

On renewal, a new lease document was drafted and registered. Despite the fact that these easements were noted on the Check Sheet for the survey requirement investigation [2], they were not listed on the action sheet [3] and did not therefore appear on the new lease document [4] as part of the description of the land.

This matter was brought to the attention of the DLR in a letter dated 26.9.95 [5] and a request (pursuant to s. 114(2) Land Act 1948) was made for these documents to be noted against the new lease document (CT ref 4B/1158). The DLR replied by letter dated 13.10.95 [6] and advised that a number of subject easement memorials were overlooked at the time of registration and requested that the outstanding duplicate be produced to enable the memorials to be added.

A Notice of Production was sent to the DLR on 26.1.96 [7] and the DLR confirmed by letter dated 6.3.96 that all the relevant memorials had been added per the request of 26.1.96 [8]. A copy of the amended title was enclosed with this letter showing that the rights of way over the lease created by Deeds of Grant 55/104 and 55/117 and the right to convey water created by Transfer 14072 were duly noted.

The fact that Memorandum of Transfer No. 25626 was not memorialised was noted at the time. However, no action was taken because it was assumed (incorrectly it seems) that this was merely an oversight which could be corrected at the next appropriate time (e.g., when the lease was on some other dealing).

However, when Simon Bamford wrote to the DLR recently to request that this transfer be noted [9], he was advised, by letter dated 16.2.99, that the title for the pastoral lease could not be corrected by bringing forward the appurtenant easement created by Transfer 25626 [10]. The basis for this advice was that the provisions of s. 114 Land Act at the time the lease issued (i.e., 1987) did not permit the bringing forward of appurtenant easements. The DLR advised that it would be necessary for a new Memorandum of Transfer to be drawn up recreating the Right of Way.

Current Situation

The Certificate of Title for the adjoining freehold land (CT 54/75), over which the Right of Way lies, records Transfer 25626 [11], and Document 25626 specifies the terms of the agreement [12]. Specifically the document records that the Grantor transfers and grants to the Grantee the '*...full, free and perpetual right-of-way ingress egress and regress...*' and that '*...such Easement of Right-of-Way hereby created shall be forever appurtenant to the dominant tenement...*'.

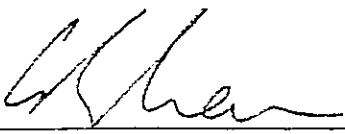
Our legal advice (provided by Kit Mouat) is that the simplest way to remedy this omission would be to draft a new transfer which refers to the transfer created by Document 25626. This document would require execution by the owners of the adjoining freehold land (Timothy John Wadworth and Sally Jane Wadworth) and the Commissioner of Crown Lands on behalf of Her Majesty the Queen.

The omission of this transfer from the lease document for the renewed pastoral lease would appear to be an error on behalf of the Crown, therefore it would seem that the Crown should bear the cost of rectifying the situation.

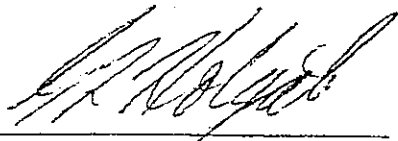
RECOMMENDATION

1. That the Commissioner of Crown Lands *note* the fact that the appurtenant easement created by Memorandum of Transfer 25626 was omitted from the renewal lease document for Pm 026.
2. That the Commissioner of Crown Lands *note* the comment by the DLR that as there was no statutory authority for bringing forward of appurtenant easements at the time of issue of the new lease, a new Memorandum of Transfer recreating the easement will be required.
3. That the Commissioner of Crown Lands *note* that the cost of preparing and registering a new Memorandum of Transfer (including the cost of solicitors fees on the part of the Grantor) be borne by the Crown.
4. That the Commissioner of Crown Lands *authorise* Knight Frank to prepare a draft Memorandum of Transfer to submit for approval.

Signed for Knight Frank (NZ) Limited



213199



Manager 213199

Approved/Declined

Commissioner of Crown Lands / /

3

24 FEB 1999

REGISTER

(Land and Titles) FORM 3

Register Book,

Vol. 54, folio 75

Vol. 15, Folio 128,39/247

Reference: Transfer No. 23920

Order for N/C No.

NEW ZEALAND



CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT

This Certificate, dated the twenty-fifth day of July, one thousand nine hundred and fifty-five under the hand and seal of the District Land Registrar of the Land Registration District of WAIPOBUKE Witnesseth that JOHN ELLIAM WADSWORTH of Prancott near Blenheim Sheepfarmer

Is seized of an estate in fee-simple (subject to such reservations, restrictions, encumbrances, liens, and interests as are notified by memorial under written or endorsed hereon, subject also to any existing right of the Crown to take and lay off roads under the provisions of any Act of the General Assembly of New Zealand) in the land hereinafter described, as the same is delineated by the plan hereon bordered green, be the several admeasurements a little more or less, that is to say: All those parcels of land containing together four thousand eight hundred and thirty-eight acres more or less situated in Blocks VI, VII and XV Taitapu Pass Survey District and Blocks IV and IX Aven Survey District being Lot 1 on Deposited Plan No. 2147 and being also Sections 40 and 61 parts of Sections 35, 36, 37, 39, 61, 62, 78, 79, 80, 82, 83, 85, 86 and 90 Square 42 and part of Section 14 Block I District of Omaka and Sections 49, 50 and 104 and parts of Sections 44, 48, 51, 52, 55, 58, 59, 95, 96, 97, 98, 99, 100, 101 and 105 and 107 Tyatesfield Run District of Omaka.

DESCRIPTION AMENDED

DISTRICT LAND REGISTRAR



Signature of District Land Registrar

Apurtenant to the above described land is a Right of Way over the part of Lot 2 plan 2147 (C.T. 54/76) coloured blue on the diagram hereon created by Transfer No. 23920.

Subject to Right of Way over the part coloured yellow on the diagram hereon apurtenant to Lot 2 plan 2147 (C.T. 54/76) created by Transfer No. 23920.

Mortgage 23921 John William Wadsworth to the Australian Mutual Provident Society produced 25/11/1955 at 10.53 am.

Mortgage 23922 John William Wadsworth, Warwick David Wadsworth, John William Wadsworth and Robert Pembroke Clouston produced 25/11/1955 at 10.54 am.

25626 Transfer of Right of Way and incidental rights over part of Sections 1 and 10, Block XX Taitapu Pass Survey District created by Grant to Her Majesty the Queen produced 24/7/1955 at 10.57 am.

Appurtenant to the above described lands is a Right of Way over parts of Sections 1 and 10, Block XX Taitapu Pass Survey District created by Grant in Register Book volume 55 folio 47.

25627 Mortgage John William Wadsworth the State Advances Corporation of New Zealand produced 24/7/1955 at 10.58 am. (Mortgage under Mortgage 23922 covering)

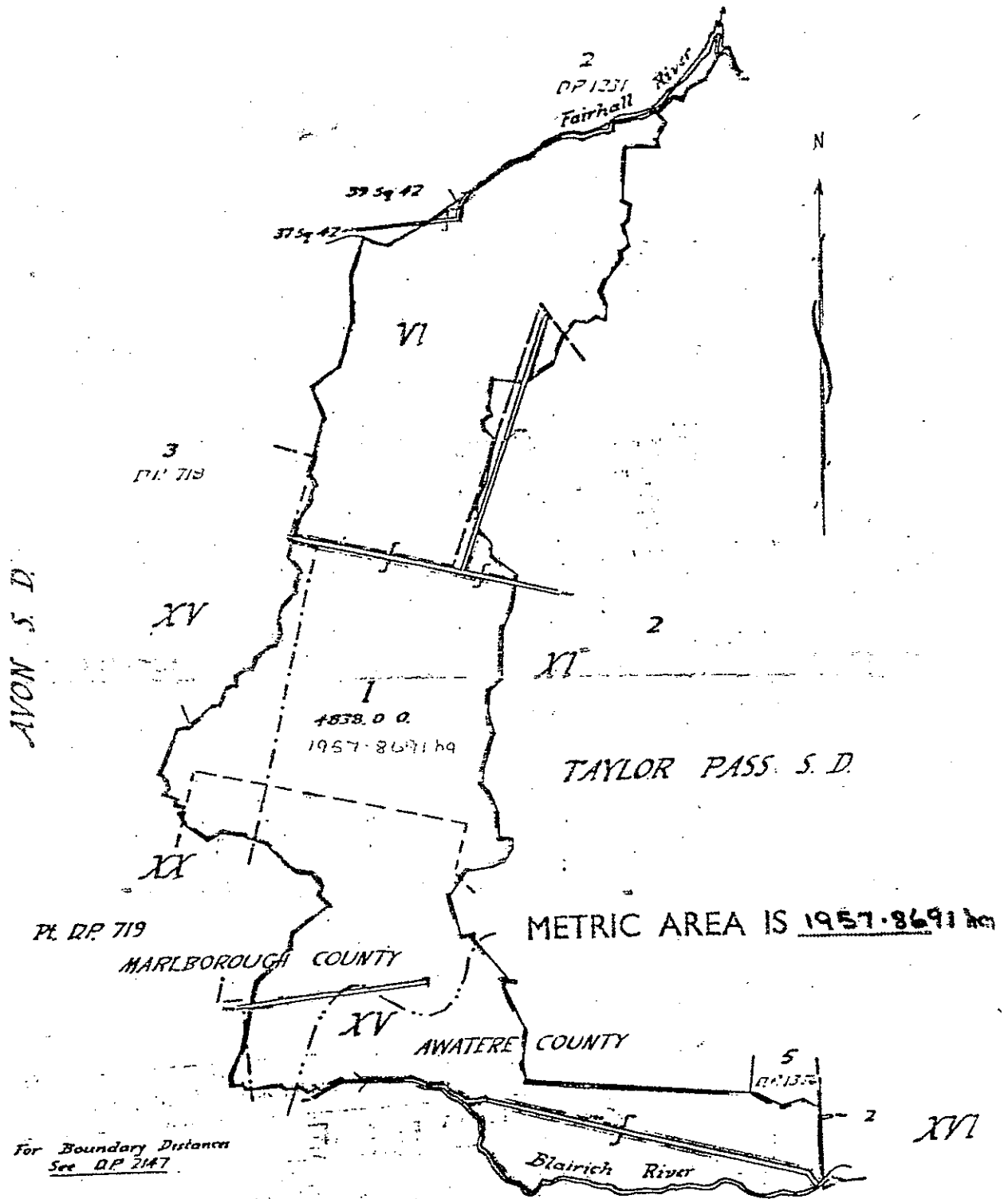
25900 Mortgage to Australian Mutual Provident Society produced 29.9.1955 at 10.40 am.

DISCHARGED stamps and handwritten notes

DISCHARGE stamp

DISCHARGED stamp

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.



For Boundary Distances
See DP 2147

Blocks VI, XI, & XV Taylor Pass S.D. & XV, & XX, Avon Surrey District.

Scale: 40 chains to an inch

(OVER)

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.

R.P. Def. A.L.R.

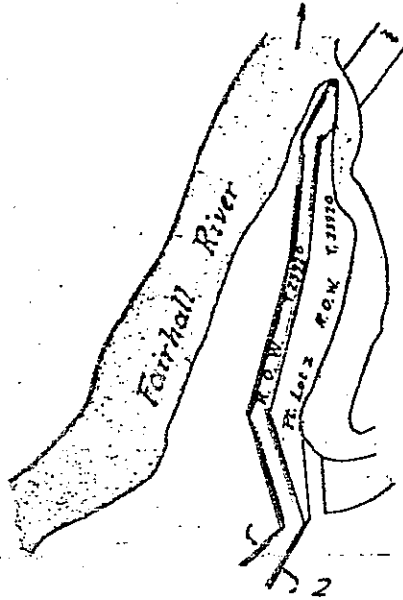


Diagram "A"
Scale: 3 chains to an inch

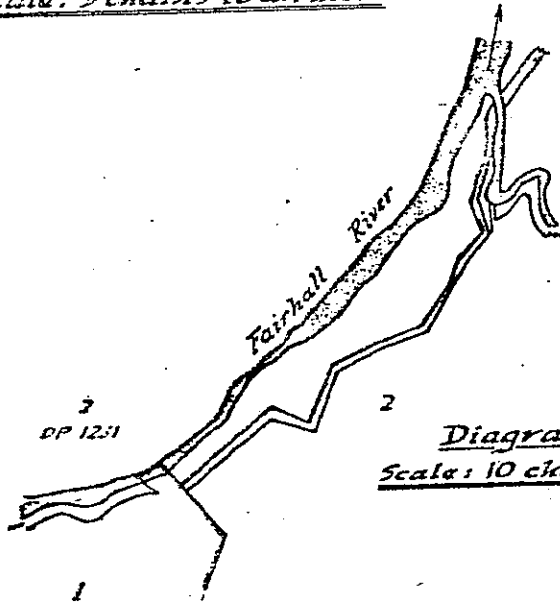


Diagram "B"
Scale: 10 chains to an inch

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 ORIGINAL REGISTER FOR THE PURPOSES OF
 SECTION 215A LAND TRANSFER ACT 1952.
R.P. Kelly A.L.S.

(OVER)

54/75 REGISTER

45925 Memorandum of Priority making Mortgage #5904 second mortgage and Mortgage 23922 third mortgage produced 29.9.1965 at 10.440% c.

47928 Mortgage to the Rural Banking and Finance Corporation of New Zealand 1970-1971 at 9.250% c.

47929 Memorandum of Priority making Mortgage 67928 and 23922 third and fourth mortgages respectively on 7.11.77 at 9.260% c.

THIS REPRODUCTION (ON A REDUCED SCALE) CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL REGISTER FOR THE PURPOSES OF SECTION 153A LAND TRANSFER ACT 1952. A.L.R.

84161.3 Variation of mortgage 45904.- 27.7.1976 at 9.180% c.

92092.1 Mortgage to the Rural Banking and Finance Corporation 1978 at 9.260% c.

92092.2 Transfer of a one half share to Timothy John Wadworth of Blenheim, Farmer -29.8.1978 at 9.260% c.

92092.3 Mortgage to his share Timothy John Wadworth of John William Wadworth. 29.8.1978 at 9.260% c.

96910.1 Mortgage to the Rural Banking and Finance Corporation. 1979 at 9.120% c.

96910.2 Memorandum of Priority making mortgages 96910.1, 92092.1 and 92092.3 third, fourth and fifth mortgages respectively. -12.11.1979 at 9.120% c.

99826 Variation of mortgage 92092.3.- 20.8.1980 at 9.140% c.

108568.1 Certificate vesting mortgage 67928 in the Rural Banking and Finance Corporation. -14.5.1982 at 1.450% c.

108568.2 Variation of mortgage 67928.- 14.5.1982 at 1.450% c.

108568.3 Variation of mortgage 92092.1.- 14.5.1982 at 1.450% c.

108568.4 Variation of mortgage 96910.1.- 14.5.1982 at 1.450% c.

108568.5 Variation of mortgage 96910.1 -14.5.1982 at 1.450% c.

108964 Variation of Mortgage 92092.3 - 9.6.1982 at 9.410% c. A.L.R.

118275 Land Improvement Agreement under Section 30 Soil Conservation and Rivers Control Act 1947, -5.3.1984 at 2.350% c. A.L.R.

118186 Variation of mortgage 92092.3.- 19.3.1984 at 9.360% c. A.L.R.

121080 Variation of mortgage 96910.1.-5.9.1984 at 9.550% c. A.L.R.

123568 Variation of mortgage 92092.3.- 19.2.1985 at 10.050% c. A.L.R.

144561.2 Transfer of his share John William Wadworth to Timothy John Wadworth, above named. -16.1.1989 at 9.050% c. A.L.R.

144561.3 Mortgage to The Rural Banking and Finance Corporation. -16.1.1989 at 9.050% c. A.L.R.

149417 Transfer of a 1/2 share to Sally Jane Wadworth of Blenheim, Married Woman. -16.11.1989 at 9.300% c. A.L.R.

175424 Variation of mortgage 144561.3.- 4.8.1994 at 9.200% c. A.L.R.

176733 Amalgamation application under Section 220 Resource Management Act 1991.- 1.11.1994 at 9.200% c. A.L.R.

182701 Transfer granting a right to convey water over the part herein marked E on DP 9709 appurtenant to Lots 1 and 2 DP 9709 (5C/1314 and 5C/1229) and part Lot 2 DP 2147 (5C/1315). -24.11.1995 at 11.200% c. A.L.R.

187555 Amalgamation application under Section 220 Resource Management Act 1991.- 11.10.1996 at 9.010% c. A.L.R.

25520

Correct for the purposes of the Land Transfer Act.

No.

TRANSFER OF & Grant of Easement
of Right-of-way

Situated in Provincial District of Marlborough

J. W. WADWORTH Transferor

H. M. THE QUEEN Transferee

DUPLICATE

(3 copies kept)

Particulars entered in Register Book, Vol. 54

Folio 75 + Section 4/10

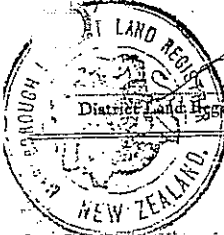
W.T. Churchward

Solicitor for the Transferee,
Blenheim.

We the undersigned law clerks to Churchward Horton & Molineaux certify that we have compared the foregoing copy of Memorandum of transfer and Grant of Easement with the original and that it is a correct and true copy.

J.G. West
G. Liddicoat

the 24th day of July 19 56
59 o'clock.



[Signature]
District Land Registrar of the District of Marlborough.

LAND & DEEDS	
Notary:	<i>Har</i>
Firm:	<i>C.H.M.</i>
Date:	24 JUL 1956
Time:	10-59
Fee:	<i>see</i>
Abstract No.:	<i>2077</i>

Stamped "Not liable"
20 July 86
[New Zealand] Blenheim

Approved by
District Land Registrar
Blenheim No. 1936/4

MEMORANDUM OF TRANSFER
AND GRANT OF EASEMENT

Tf N^o 25626.

WHEREAS JOHN WILLIAM WADWORTH of Brancott near Blenheim Sheepfarmer (hereinafter called "the Grantor") is being registered as the proprietor of an estate in fee simple subject, however, to such encumbrances, liens, and interest as are notified by memoranda underwritten or endorsed hereon in those pieces of land situated in the Provincial District of Marlborough containing being parts of Lot 1 on Deposited Plan No. 2147 being part of the land comprised in Certificate of Title Volume 54 Folio 75 (Marlborough Registry) and which pieces of land are more particularly described and delineated on the plan attached hereto and thereon coloured yellow SUBJECT to Right of way over part coloured yellow on diagram on plan on the said Certificate of Title and subject to Mortgages Nos. 23921 and 23922 (hereinafter called "the Servient tenement") AND WHEREAS HER MAJESTY THE QUEEN (hereinafter called "the Grantee") is the owner of Sections 1 and 10 Block XX Taylor Pass Survey District (which land is Crown land and is hereinafter called "the dominant tenement") AND WHEREAS a public road intervenes between the servient tenement and the dominant tenement AND WHEREAS the grantor has agreed to give and grant to the Grantee the right-of-way hereinafter mentioned over the servient tenement to the dominant tenement so as to be appurtenant thereto NOW THESE PRESENTS WITNESS that in pursuance of the premises and of the said agreement and in consideration of the covenants and conditions hereinafter contained the Grantor DOETH HEREBY TRANSFER AND GRANT to the Grantee her successors and assigns and her tenants and licensees and servants and other the owner or owners for the time being of the dominant tenement the full free and perpetual right-of-way ingress egress and regress on horseback or on foot or by vehicles of any description with or without dogs in over and upon the servient tenement for the purposes of droving stock packing and carrying farm supplies and giving access to and from the dominant tenement (such Easement of Right-of-way hereby created being in common with that of any other person or persons from time to time entitled to any Easement of Right-of-way over the servient tenement or any part thereof) TO THE INTENT that such Easement of Right-of-way hereby created shall be forever appurtenant to the dominant tenement subject to the provisions hereinafter contained AND IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as follows:

- (1) Neither of the parties hereto shall be required by the other to contribute towards the cost of fencing the said right-of-way or any part thereof

fence or fences across the said right-of-way as may be required by him but in doing the grantor will erect at his own cost a suitable gate or gates where such fence or fences intersect the said right-of-way.

(3) Each of the parties hereto shall keep all gates now or hereafter erected on the said right-of-way securely closed and fastened and all such gates shall properly maintained at the cost of the grantor except boundary gates where the said right-of-way begins and ends respectively which boundary gates shall be maintained at a cost to be equally borne by the parties hereto.

IN WITNESS whereof these presents have been executed, this 5th day of July, One thousand nine hundred and fifty-six.

SIGNED by the above-named JOHN WILLIAM WADWORTH in the presence of: *J. W. Wadworth*
W. G. F. Tom
Robert
Blakeney

THE AUSTRALIAN MUTUAL PROVIDENT SOCIETY the Mortgagee of the within described land referred to therein as the servient tenement under and by virtue of Mortgage No. 23921 (Marlborough Registry) DO HEREBY CONSENT to the within-written Transfer and Grant of Easement of right-of-way.

DATED the 12th day of July 1956.

SIGNED by the Australian Mutual Provident Society by its Attorneys ALEXANDER FOWLER ROBERTS JOHN DOUGLAS GRACE DUNCAN at a meeting of the Board of Directors in the presence of:-
Robert
Robert
Wadworth

AUSTRALIAN MUTUAL PROVIDENT SOCIETY
By its Attorneys
Alex. F. Roberts
John D. Duncan

We WARWICK DAVID WADWORTH and JOHN WILLIAM WADWORTH both of Brancott near Blenheim Sheepfarmers and ROBERT PEMBROKE GLOUSTON of Ward Sheepfarmer the Mortgagees of the within-described land referred to therein as the servient tenement under and by virtue of Mortgage No. 23922 (Marlborough Registry) DO HEREBY CONSENT to the within-written Transfer and Grant of Easement.

DATED the 5th day of July 1956

SIGNED by the said WARWICK DAVID WADWORTH and JOHN WILLIAM WADWORTH in the presence of:-
W. G. F. Tom

J. W. Wadworth

MARLBOROUGH LAND DISTRICT
AWATERE COUNTY

Pt D. P. 503



Stock Driving Easement

Block XV Taylor Pass S. D.

Scale : 10 chains to an inch.

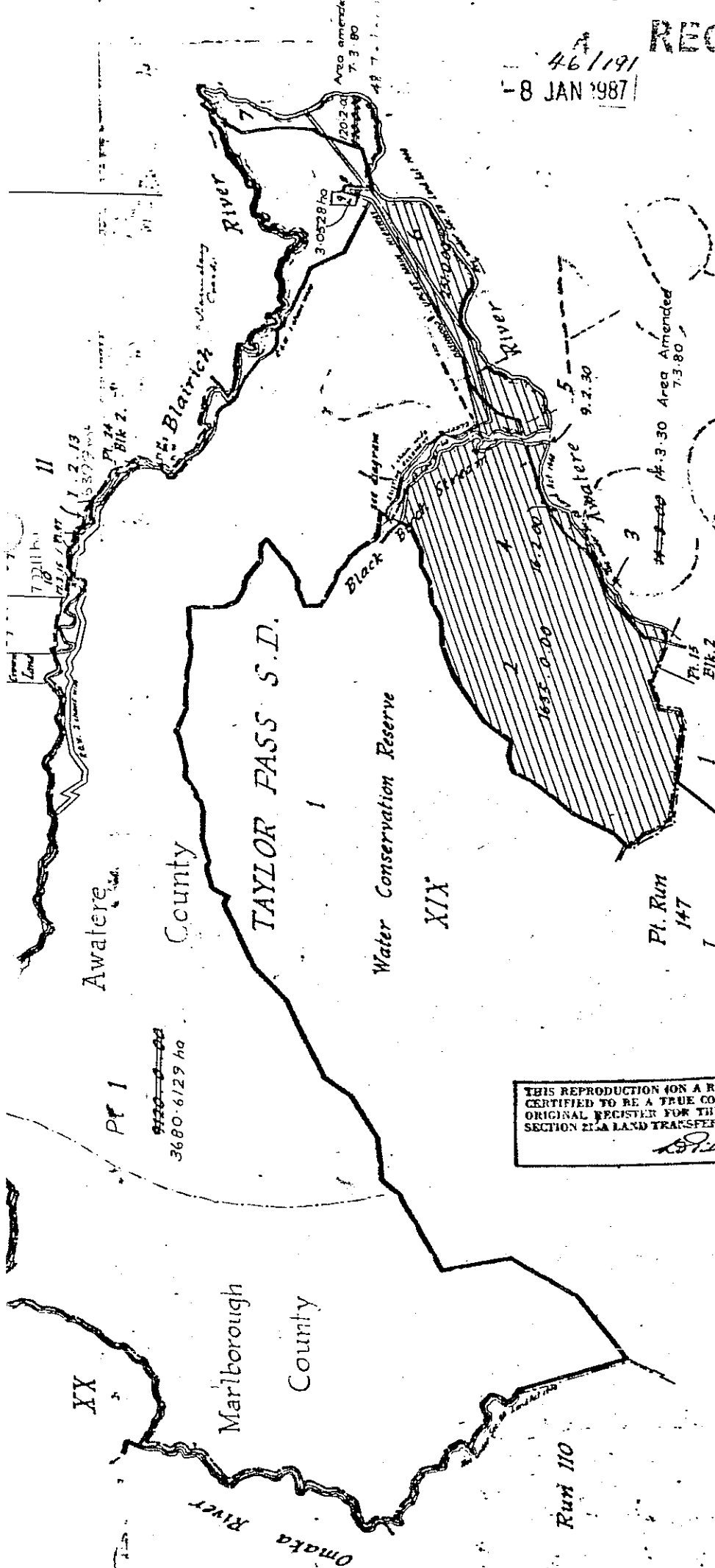
W. W. Wadsworth
A. Houston
J. W. Wadsworth
W. A. [unclear] *W. A. [unclear]*

APPENDIX C:

Lease 46 / 191 with Clause 12 highlighted.

REGISTER

46/191
-8 JAN 1987



TOTAL METRIC AREA IS 4527.2385 ha

Total Area 11187.008

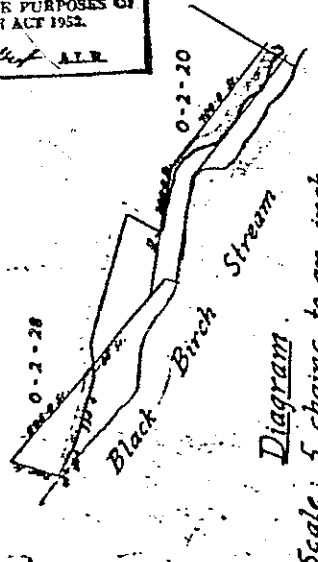
Scale: 40 chains to an inch.

4527.2385
-790.0
3737.2385
+ 3.0528
3740.2913

For boundary distances see 8.0 or 4203, 4204 and 4205.

THIS REPRODUCTION (ON A REDUCED SCALE) CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL REGISTER FOR THE PURPOSES OF SECTION 21A LAND TRANSFER ACT 1952.

R. P. [Signature] A.L.P.



(OVER)

REGISTER

21/1/91
- 8 JAN 1987

- (4) THAT the Lessee shall have no right of acquiring the fee-simple of the said land.
 - (5) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary:
 - (a) Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;
 - (b) Drop such area of the said land as is sufficient for the use of himself and family and his employees;
 - (c) Plough and sow in grass any portion of the said land;
 - (d) Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass;
 - (e) Suffer now in grass any portion of the said land;
- Provided that the Lessee shall, on the termination of the lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clovers and grasses to the satisfaction of the Commissioner.
- 9.7.6
J.P.B.
J.S.
J.S.
- (6) THAT the Lessee shall ensure that in stocking the said land and shall not overstock or fail to comply with the provisions of this clause it is hereby mutually released and agreed between the Land Settlement Board and the Lessee that the number of stock stocked depastured on the said land during the winter months shall not, without the prior consent of the Commissioner, exceed a certain limit of a certain number of sheep and of one and a half for breeding cows.
 - (7) THAT if the Lessee shall leave New Zealand or abandon the said land or if he cannot be found or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied to the satisfaction of the Land Settlement Board or the Commissioner, as the case may be, or make default for not less than two months in the payment of rent, water levy, or other payments due to the Lessor, then the Land Settlement Board may, subject to the provisions of section 116 of the Land Act, 1948, declare this lease to be forfeit, and that without discharging or releasing the Lessee from liability for rent due or accruing due or for any prior breach of any covenant or condition of the lease.
 - (8) THAT these presents are intended to take effect as a pastoral lease under the Land Act, 1948, and the provisions of the said Act and of the regulations made thereunder applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

SCHEDULE

IMPROVEMENTS BELONGING TO THE CROWN AND BUILT OR PURCHASED BY THE LESSEE

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

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

Witness: J.P. Duller
 Occupation: Block, Lands & Survey Dept
 Address: Blenheim

J.P. Duller
 Commissioner of Crown Lands.

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

Witness: J.P. Duller
 Occupation: Block, Lands & Survey Dept
 Address: Blenheim

J.P. Cooper
 Lessee.

9.7.6 (2)
J.P.B.
J.S.
J.S.

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 5250 and the number of cattle depastured does not exceed 44 breeding cows (both numbers being increases of ten percent on the carrying capacity on which is based the rent hereinbefore reserved) but the Commissioner may by notice in writing permit the Lessee to depasture thereon any greater number should he deem it advisable or expedient so to do. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.

9.7.6 (1)
J.P.B.
J.S.
J.S.

THE LAND comprised in this lease is bounded in parts by Section 1, Block XIX Taylor Pass Survey District being a reserve for water conservation purposes controlled and managed by the Awatere County Council and containing seven thousand three hundred and forty (7340) acres. The boundaries are not fenced and the Lessee will not be required to erect fences on these boundaries.

9.7.6
J.P.B.
J.S.
J.S.

THE LESSEE doth further covenant with the Lessor as follows:
 (12) That the Lessee will observe and perform all the covenants conditions and agreements expressed or implied in the said Memorandum of Transfer Number 41072 and the said Deeds of Grant Volume 55 folios 104 and 117 creating easements of water rights and rights of way and other rights respectively on the part of the Grantor therein (the Lessor herein) AND the Lessee hereby covenants to indemnify and keep harmless the Lessor her successors and assigns from and against all actions suits claims and expenses in respect of the breach non observance or non performance of the said covenants and conditions and agreements or any of them.

28008 Mortgage John Fraser Cooper to The State Advances Corporation of New Zealand produced 22/11/1957 at 11.26 am
 Variation of Mortgage 28008 produced 1/6/1961 at 11.29 am

28009 Mortgage John Fraser Cooper to The State Advances Corporation of New Zealand produced 11/11/1957 at 11.27 am
 Variation of Mortgage 28009 produced 2/10/1962 at 9.45 am

3834 Variation of mortgage produced 2/10/1962 at 9.40 am

3835 Transfer John Fraser Cooper to J.T. Cooper Limited at Blenheim, produced 2/10/1962 at 9.42 am

Variation of Mortgage 28008 produced 2/10/1962 at 9.45 am

Variation of Mortgage 28008 produced 2/10/1962 at 9.47 am

3836 Mortgage J.F. Cooper Limited to John Fraser Cooper produced 2/10/1962 at 9.50 am

Variation of Mortgage 28008 - 29.11.1967 at 9.05 am

53633 Transfer of Mortgage 38315 to Project Marion Cooper, Richard Joseph Cooper and William Robert Cooper - 27.10.1968 at 9.50 am

53633 Variation of Mortgage 38315 to Project Marion Cooper - 27.10.1968 at 9.50 am

Variation of Mortgage 53633 - 10.10.1969 at 9.32 am

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REGISTER

46/197

Variation of Mortgage 28008 - 20.11.1970 - 18 JAN 1987

Variation of Mortgage 53633 - 27.11.1970 - 1942

Variation of Mortgage ~~53633~~ - 10.3.1972 at 9.50%
53633

108610.1 Variation of mortgage 99364.1.-
18.5.1982 at 9.52o'c

A.L.R.

108610.2 Variation of mortgage 99364.2.-
18.5.1982 at 9.52o'c

A.L.R.

108610.3 Transfer of a half share to Edward
Ross Beech of Stronsay, Farmer and Neal Ralph
Ibbotson of Blenheim, Farm Management
Consultant.-18.5.1982 at 9.52o'c

A.L.R.

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ORIGINAL REGISTERED FOR THE PURPOSES OF
SECTION 12(1) OF THE LAND TRANSFER ACT 1952.
A.L.R.

89177.1 Change of Appellation whereby part of
the within land is now known as Lot 1 DP 4909.
8.11.1977 at 1.42o'c.

A.L.R.

89177.2 Partial Surrender of the within lease
as to Lot 1 DP 4909.-8.11.1977 at 1.42o'c.
(with consent of Mortgagees under mortgages
28008 and 38316)

A.L.R.

89177.3 Renewable Lease 3A/1345 issued for
Lot 1 DP 4909.-8.11.1977 at 1.42o'c.

A.L.R.

91091 Notice of Statutory Land Charge under
the Rural Housing Act, 1939.-31.5.1978 at
2.16o'c

A.L.R.

96825.2 Certificate by the Commissioner of
Crown Lands under Section 113 of the Land
Act, 1948 incorporating an additional area
of 3.0528 ha more or less being Section 9
Block XX Taylor Pass Survey District.-
2.11.1979 at 2.20o'c

A.L.R.

99364.1 Mortgage to the Rural Banking and
Finance Corporation.-10.7.1980 at 9.43o'c

A.L.R.

99364.2 Mortgage to the Rural Banking and
Finance Corporation.-10.7.1980 at 9.43o'c

A.L.R.

101127.1 Variation of mortgage 28008.-
28.11.1980 at 9.23o'c

A.L.R.

101127.2 Variation of mortgage 99364.2.-
28.11.1980 at 9.23o'c

A.L.R.

106441.1 Variation of mortgage 99364.1.-
15.12.1981 at 9.00o'c

A.L.R.

106441.2 Variation of mortgage 99364.2.-
15.12.1981 at 9.00o'c

A.L.R.

108965 Change of name of the Registered
Proprietor to H.F.Cooper Limited - 9.6.1982
at 9.43o'c.

A.L.R.

112127 Transmission of mortgage 38316 to
Richard Joseph Cooper and William Baker Parker
as survivors.-24.1.1983 at 9.16o'c

A.L.R.

112128 Variation of mortgage 28008.-24.1.1983
at 9.20o'c

A.L.R.

120061 Land Improvement Agreement under Section
30 Soil Conservation and Rivers Control Act
1941.-4.7.1984 at 1.32o'c

A.L.R.

APPENDIX D:

Document 203432.4 – Variation of Lease with amended Base Stock Limitation

MEMORANDUM OF VARIATION
OF LEASE

Correct for the purposes of the Land Transfer Act

Paul Gikwa

Solicitor for the Lessor

HER MAJESTY THE QUEEN (Lessor)

BLAIRICH STATION LIMITED (Lessee)

Particulars entered in the Register on the date and at the time recorded below.

District/Assistant Land Register

District of _____

OFFICE COPY

29.35 10.MAR99 203432-4

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY
FOR REGISTRAR - GENERAL



MEMORANDUM OF VARIATION OF LEASE

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

and

IN THE MATTER of Lease No P 26 registered in
Volume 4B, folio 1158,
Marlborough Land Registry, from
HER MAJESTY THE QUEEN to
BLAIRICH STATION LIMITED

The covenants conditions and restrictions contained or implied in the abovementioned Lease, are hereby varied as follows:

1. That Clause 1 of the lease be amended to read as follows:

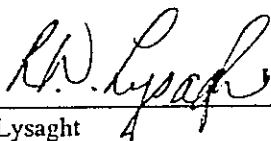
That without derogating from or restricting the covenants contained in Clause 1 hereof and on the part of the Lessee to be performed or complied with the Lessee will not at any time during the said term depasture on the said land more than 3,828 sheep and 32 breeding cows (both figures including the 10% tolerance) PROVIDED HOWEVER that the Lessee may with the prior written consent of the Commissioner of Crown Lands carry such additional stock on such terms and conditions as may be therein specified subject nevertheless to the right of the Commissioner to revoke or vary such consent at an time.

This amendment is being made to correct an administrative error made at the time the new lease was issued when an incorrect stocking limit was shown.

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

IN WITNESS WHEREOF the parties have hereunto subscribed their names this 1st day of MARCH 1999.

SIGNED for and on behalf of HER MAJESTY)
THE QUEEN by ROBERT WILLIAM)
LYSAGHT pursuant to a delegation from the)
Commissioner of Crown Lands in the presence)
of :)



R W Lysaght


Witness: 

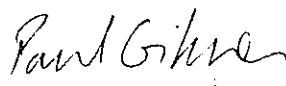
Name: _____
Occupation:

MICHAEL JOHN TODD
CONTRACT MANAGER
C/- LINZ, CHRISTCHURCH

Address: _____

SIGNED by BLAIRICH STATION LIMITED
as Lessee by:


R.T. SMALL
SOLE DIRECTOR

in the presence of: 

PAUL GIBSON
SOLICITOR

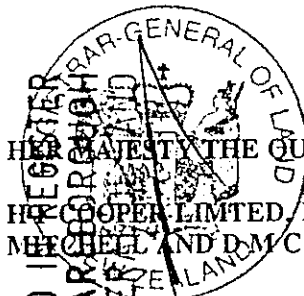
APPENDIX E:

Document 203432.2 – Variation of Lease, limiting transfer of shares

MEMORANDUM OF VARIATION OF LEASE

203432

19. MAR 99



HER MAJESTY THE QUEEN (Lessor)

H R BEECH, I B
MEECHELL AND D M COOPER (Lessee)

Particulars entered in the Register on the date and at the time recorded below.

District
Assistant Land Registrar of the
District of.....

KNIGHT FRANK
Christchurch

OFFICE COPY

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY
FOR REGISTRAR-GENERAL OF LAND

In the matter of the Land Transfer Act 1952 and the Land Act 1948 and

In the matter of Lease No P 26 registered in Volume 4B, Folio 1158, Marlborough Land Registry, from Her Majesty the Queen to H F Cooper Limited at Blenheim as to a one half share and Edward Ross Beech, Ian Balfour Mitchell and Denise Margaret Cooper as to a one half share.

The covenants conditions and restrictions contained or implied in the above-mentioned Lease are hereby varied as follows:-

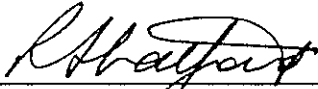
1. That should the Lessee with the consent of the Commissioner of Crown Lands, transfer, sublet or otherwise dispose of his interest in the land affected by the said Lease or any part thereof to a company incorporated under the Companies Act 1993, then the following provisions shall apply:
 - a) The provisions of section 89 of the Land Act 1948, shall apply to all transfers and other dispositions of shares in such company as if such shares were interests in the said land and no share or shares in such company shall be transferred or otherwise disposed of by any shareholder without the consent of the Commissioner of Crown Lands.
 - b) The provisions of the Land Act 1948, with regard to residence shall continue to be applicable to the said Lease notwithstanding the transfer or other disposition to such company provided however that such provisions shall be deemed to be complied with by such company only if and when there resides on the said land a person who manages the land on behalf of such company and who has been approved in writing for that purpose by the Commissioner of Crown Lands.
 - c) A breach by the company or by any shareholder of all or any of the provisions of subclauses (a) and (b) hereof shall be deemed to be a breach of the covenants conditions and restrictions contained in the said Lease entitling the Lessor to exercise all or any of the powers conferred upon Her by the said Lease in such circumstances.
2. Save as hereby expressly varied all the covenants conditions and restrictions contained or implied in the said Lease shall remain in full force and effect.

In witness whereof the parties have hereunto subscribed their names this 22nd day of February 1999

SIGNED by ROBERT WILIAM LYSAGHT)
pursuant to a delegation from the Commissioner of)
Crown Lands for and on behalf of HER MAJESTY)
THE QUEEN in the presence of:)



R W Lysaght

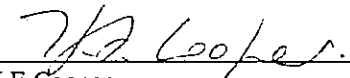
Witness: 

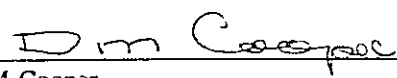
Full Name: Robin Shattford

Occupation: Property Manager

Address: Christchurch

SIGNED by
H F COOPER LIMITED by:


H F Cooper


D M Cooper

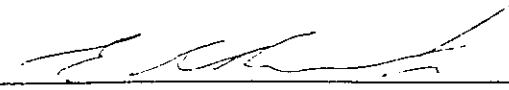
Blairich, Blenheim

Blairich, Blenheim

DIRECTOR

DIRECTOR

SIGNED by the said EDWARD ROSS BEECH)
as Lessee in the presence of:)



E R Beech


Witness: M. A. O'Donnell

Full Name: _____

Occupation: M. A. O'DONNELL
LAW CLERK
BLenheim

Address: _____

SIGNED by the said IAN BALFOUR MITCHELL)
as Lessee in the presence of:)



I B Mitchell

Witness: M. A. O'Donnell

Full Name: _____

Occupation: M. A. O'DONNELL
LAW CLERK
BLenheim

Address: _____

SIGNED by the said DENISE MARGARET COOPER)
as Lessee in the presence of:)



D M Cooper

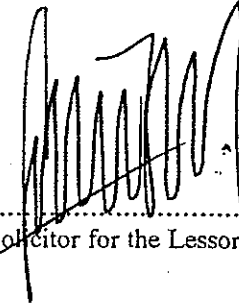
Witness: M. A. O'Donnell

Full Name: _____

Occupation: M. A. O'DONNELL
LAW CLERK
BLenheim

Address: _____

Correct for the purpose of the Land Transfer Act.



Solicitor for the Lessor

APPENDIX F:

Document 165343 – Section 113 Certificate, excluding Section 1 SO 7029

CERTIFICATE OF ALTERATION

HER MAJESTY THE QUEEN { Lessor.
Licensor.

..... { Lessee.
Licensee.

PARTICULARS entered in the Register on the date and at the time recorded below.

.....
District Land Registrar of the District of
Assistant

1905 09.00192 165343

MAJESTY THE QUEEN
LAND REGISTRAR
DISTRICT OF MARLBOROUGH

43115

DISTRICT LAND REGISTRAR
MARLBOROUGH, N.Z.

CERTIFICATE OF ALTERATION UNDER SECTION 113, LAND ACT 1948

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

and

IN THE MATTER of lease/~~licence~~ from HER MAJESTY THE

QUEEN to H F Cooper Limited at Elenheim as to a one half share and Edward Ross Beech of Stronsay, Farmer and Neal Ralph Ebbotson of Elenheim, Farm Management Consultant, jointly as to a one half share as tenants in common in the said shares as Lessee of all that parcel of land containing 3740.2913 hectares more or less, being Sections 7, 9, 10, 11 and Part Section 1, Block XX, Taylor Pass Survey District and Section 1, SO 7029 and being all of the land comprised and described in Pastoral Lease P 26

registered in Certificate of Title

Vol 4B, folio 1158, Marlborough Land Registry.

This is to certify that on the 1st day of September 1992, the area of land included in the aforesaid Lease is altered by the exclusion of the land described in the Schedule hereto, with no alteration to the annual rental payable under the Lease.

SCHEDULE

Section 1, SO 7029.
568.000 hectares

and singular the covenants conditions and agreements of the said Lease expressed and/or implied shall continue in force in respect of the residue of the land henceforth comprised therein as fully and effectually as if such residue of the said land above had originally been comprised therein.

Signed at Elenheim this 2nd day of October 1992.

Signed for and on behalf of HER MAJESTY THE QUEEN pursuant to a Deed lodged with the District Land Registrar as No 136456 by Land Corporation Limited by its Attorney Marion Rose Burney in the presence of:

Land Corporation Limited by its Attorney

Marion Rose Burney
Attorney

Witness: [Signature]
Occupation: Property Officer (J2)
Address: Landcorp Property Limited, Elenheim

As witness my hand, this day of

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, MARION ROSE BURNEY of Blenheim, Property Officer

HEREBY CERTIFY -

1. That by Deed dated the 12th day of June 1987 copies of which are deposited in the Land Registry Offices at -


BLENHEIM (Marlborough Registry) and there numbered 136439

NELSON (Nelson Registry) and there numbered 269962.1

LAND CORPORATION LIMITED at Wellington carrying on the business of land management appointed me its Attorney on the terms and subject to the conditions set out in the said Deed.

2. THAT at the date hereof I was Property Officer of the Blenheim Branch of the said Corporation.
3. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said LAND CORPORATION LIMITED or otherwise.

SIGNED at Blenheim this 2nd)
day of October 1992.)


.....
Property Officer

APPENDIX G:

Document 163438 – Transfer granting right to convey water in favour of Marlborough District Council.

Correct for the purposes of the Land Transfer Act.

Solicitor for the Transferor

I hereby certify that Part IIA of The Land Settlement Promotion and Land Acquisition Act 1952 does not apply to the within transaction.

Solicitor for the Transferee

Particulars entered in the Register at the date and at the time recorded below.

District Land Registrar
Assistant of the District of

TRANSFER

THE CAXTON PRESS, CHRISTCHURCH

10.5.29/MAY 32 168438
RECORDED
LAND REGISTER
MILBURN
28/193
48/1158
DISTRICT REGISTER
MILBURN
MAY 31 1932
X

By the Registrar General of Land, Wellington, No. 065547

163A38 TE

NEW ZEALAND

MEMORANDUM OF TRANSFER

Marlborough Land Registry Office

WHEREAS JOHN LLOYD COOPER of Blenheim, Farmer and JULIET ALICEON COOPER his wife as tenants in common in equal shares

First (hereinafter called the Transferors) being registered as proprietor of an estate set out in the schedule below subject to such interests as are therein notified.

SCHEDULE A

ESTATE	INTEREST	PLANNING	LICENCE *	MORTGAGE	ENCUMBRANCES
			(Delete those which do not apply)		* Pursuant to DPF 284
			AREA	LOT AND D.P. NO. OR OTHER LEGAL DESCRIPTION OR DOCUMENT NO.	
3B/193			790.2337 ha	Lot 1 D.P 4909, Section 8 Block XX Taylor Pass SD, Section 1 SD 6591 SUBJECT TO: Section 8 of the Mining Act 1971 and Section 168A of the Coal Mines Act 1925, Pipeline Easement created by Transfer 14072, Mortgage 99916.5, 99916.6, 99916.7, 108217.2, 112148.1 and 146617.2, Gazette notice 147931.	

ENCUMBRANCES, EASES AND INTERESTS

***RALPH**
AND WHEREAS H F COOPER LIMITED at Blenheim as to an undivided one half share and **EDWARD ROSS BEECH** of Stronsay, Farmer and **NEAL ROSS IBBOTSON** of Blenheim, Farm Management Consultant as to an undivided one half share. (hereinafter referred to as ("the second Transferors")) hold an estate of Leasehold created by and held pursuant to Pastoral Lease Number P26 in 3740.2913 hectares being Sections 7, 9, 10, 11 and Part Section 1 Block XX Taylor Pass Survey District all Certificate of Title Volume 4B Folio 1158 **SUBJECT TO** Mortgage 99364.1 Land Improvement Agreement 120061 and Mortgage 140751, Section 8 of the Mining Act 1971 and Section 5 of the Coal Mines Act 1979.

AND WHEREAS the Transferors wish to grant the **MARLBOROUGH DISTRICT COUNCIL** an Easement in Gross to Convey Water in respect of the Black Birch Water Scheme

NOW THEREFORE THESE PRESENTS WITNESSETH THAT and in consideration of the sum of **ONE DOLLAR** paid to the first and second Transferors by the **MARLBOROUGH DISTRICT COUNCIL** (hereinafter referred to as "the Council") (the receipt of which is acknowledged) the first Transferors transfer and grant to the Council an Easement in Gross granting forever the rights

1. **TO** Convey Water through ~~the~~ parts of the first described land marked ^{"E"} ~~SA 311, 10 and 11~~ on Deposited Plan 7231 Marlborough Registry (hereinafter referred to as "the specified area").
2. **TO** dig, construct and lay pipelines through the specified area.
3. **TO** inspect, repair, cleanse, dig up, alter, enlarge, renew or replace those pipelines.

1527 M

4. FOR the purposes of this grant for the Council's agents, servants, workmen and employees with or without vehicles to enter upon the specified area and generally to do all things necessary or convenient for the full exercise of the rights granted by this instrument.

AND these presents further Witnesseth that the second transferors hereby transfer and grant to the Council an easement in gross granting forever the rights:-

1. TO Convey Water through that part of the second described land marked ^{"A", "B", "C" and "D"} ~~15~~ on Deposited Plan 7231 Marlborough Registry (hereinafter referred to as "the specified area").

2. TO dig, construct and lay pipelines through the specified area.

3. TO inspect, repair, cleanse, dig up, alter, enlarge, renew or replace those pipelines.

4. FOR the purposes of this grant for the Council's agents, servants, workmen and employees with or without vehicles to enter upon the specified area and generally to do all things necessary or convenient for the full exercise of the rights granted by this instrument.

COVENANTS:

1. THE Council covenants with the first and second Transferors that upon exercising of any of the rights the Council shall:-

- (a) Cause as little damage as possible to the specified area and the occupiers thereof.
- (b) Restore the specified area as near as reasonable possible to its previous condition.
- (c) Make good at the Council's expense any damage done by the actions of the Council to buildings, erections and fences of the Transferors, the Licensee and the Lessee.
- (d) Ensure that any pipelines laid pursuant to this transfer are laid underground.

2. THE first and second Transferors, their Executors, Assigns and Successors in title covenant with the Council that they shall not at any time do anything which will prevent or interfere with the free passage of water through the pipelines or prevent or interfere with the full use and enjoyment of the Council of the rights created by this instrument.

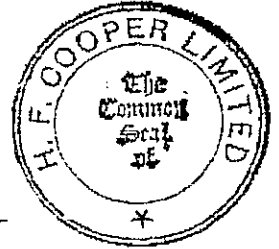
IN WITNESS WHEREOF these presents have been executed this ^{5th} ~~15th~~ day of May 1992

SIGNED by the said
JOHN LLOYD COOPER and
JULIET ALICEON COOPER
as Transferors
in the presence of-

[Handwritten signatures]
THE COMMON SEAL of
H.F. COOPER LIMITED
as Transferor was
hereunto affixed
in the presence of:-

) *[Handwritten signature]*
) *[Handwritten signature]*
) *[Handwritten signature]*

) *[Handwritten signature]*
) *[Handwritten signature]*
) *[Handwritten signature]*
) *[Handwritten signature]*



CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Paula Adele SHARLE of Napier, Consultant

HEREBY CERTIFY -

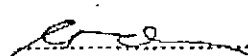
1. THAT by Deed dated the 27th day of April 1989 copies of which are deposited in the Land Registry Offices at -

AUCKLAND (North Auckland Registry) and there numbered C001437.
 BLENHEIM (Marlborough Registry) and there numbered 146773.1.
 CHRISTCHURCH (Canterbury Registry) and there numbered 804898/1.
 DUNEDIN (Otago Registry) and there numbered 730368/1.
 GISBORNE (Poverty Bay Registry) and there numbered 174826.1.
 HAMILTON (South Auckland Registry) and there numbered 878068.2.
 HOKITIKA (Westland Registry) and there numbered 082408.
 INVERCARGILL (Southland Registry) and there numbered 163397.2.
 NAPIER (Hawke's Bay Registry) and there numbered 511491.1.
 NELSON (Nelson Registry) and there numbered 289066.1.
 NEW PLYMOUTH (Taranaki Registry) and there numbered 360964.1.
 WELLINGTON (Wellington Registry) and there numbered B007299.1.

LANDCORP INVESTMENTS LIMITED at Wellington carrying on the business of land management appointed me its Attorney on the terms and subject to the conditions set out in the said Deed.

2. THAT at the date hereof I was a Consultant of LAND CORPORATION LIMITED at Wellington.
3. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said LANDCORP INVESTMENTS LIMITED or otherwise.

SIGNED at Napier
 this 19 day of June
 1992.

)
) 

04 07 '01 WED 12:44 PM

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, MARION ROSE BURNEY of Blenheim, Property Officer

HEREBY CERTIFY -

1. That by Deed dated the 12th day of June 1987 copies of which are deposited in the Land Registry Offices at -

BLENHEIM (Marlborough Registry) and there numbered 136439

NELSON (Nelson Registry) and there numbered 269962.1

LAND CORPORATION LIMITED at Wellington carrying on the business of land management appointed me its Attorney on the terms and subject to the conditions set out in the said Deed.

2. THAT at the date hereof I was Property Officer of the Blenheim Branch of the said Corporation.
3. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said LAND CORPORATION LIMITED or otherwise.

SIGNED at Blenheim this *5th*)
 day of *May* 19*92*)

.....*M. Burney*.....
 Property Officer

*ROSS
*RALEN

SIGNED by the said
EDWARD ROSS BEECH and
NEAL RALPH IBBOTSON

as Transferors
in the presence of:-

[Signature]
LEGAL EXECUTIVE TO
RADICH DEW & PARTNERS
SOLICITORS

[Signature]
[Signature]

HER MAJESTY THE QUEEN ~~as Lessor and Licensor~~ HEREBY CONSENTS to the within written transfer

SIGNED for and on behalf of
HER MAJESTY THE QUEEN
pursuant to a Deed lodged with
the District Land Registrar
as Number 136439

LAND CORPORATION LIMITED

by its Attorney:

MARION ROSE BURNEY

in the presence of:-

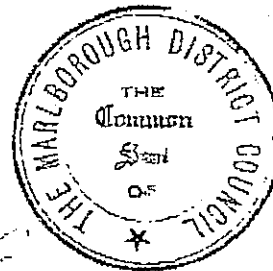
[Signature]
District Land Registrar
Office

[Signature]

THE COMMON SEAL of
MARLBOROUGH DISTRICT COUNCIL

was hereunto affixed in

the presence of:-



[Signature]

[Signature]

LANDCORP INVESTMENTS LIMITED as Licensor HEREBY CONSENTS to the within written transfer

SIGNED by LANDCORP INVESTMENTS LIMITED
by its Attorney Paula Adele Searle
in the presence of:

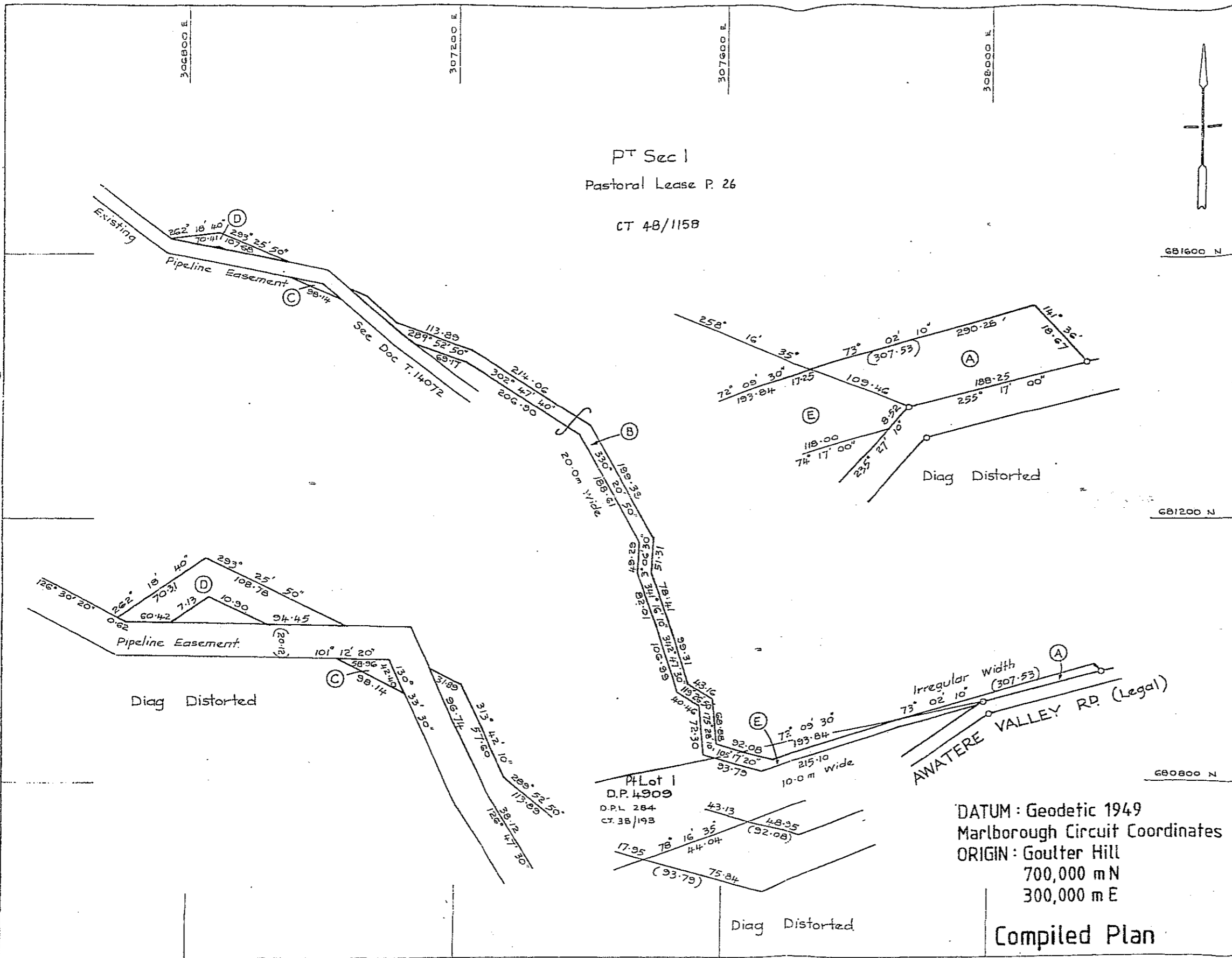
LANDCORP INVESTMENTS LIMITED
by its Attorney

Witness: *Paula Adele Searle*

Occupation: *Consultant*

Address: *Landcorpnpap*

[Signature]



APPROVED
 C.T. 4B/1158
 H.F. Cooper Ltd
 E.R. Beech
 N.R. Ibbotson

SIGNED for and on behalf of HER MAJESTY THE QUEEN pursuant to a Deed lodged with the District Land Registrar as No. 136456 by LAND CORPORATION LIMITED by its Attorney OWEN CHARLES NORRISH in the presence of:
 LAND CORPORATION LIMITED by its Attorney

Witness: _____
 Occupation: _____
 Address: _____

C.T. 3B/193
 J.L. & J.A. Cooper

OPTIONAL EASEMENT IN GROSS

SHOWN	PURPOSE	SERV. TEN.	GRANTEE
A, B, C, E-D	RIGHT TO CONVEY WATER	Pt Sec 1, Blk. XX, Taylor Pass SD.	Marlborough County Council
E	"	Pt Lot 1 DP 4909	

All boundaries adopted from S.O. 6075

Total Area
 Comprised in CT 4B/1158 (Pastoral Lease P26) & CT 3B/193 (D.P.L. 284)

I, ALAN DONALD BELCHER, of BLENHEIM Registered Surveyor and holder of an annual practising certificate hereby certify that this plan has been made from Surveys executed by me or under my direction, that both plan and Survey are correct and have been made in accordance with the regulations under the Surveyors Act 1966

Dated at BLENHEIM this 11th day of October 1987 Signature *A.D. Belcher*

Field Book 1039 p 40-44 Traverse Book 48 p 91
 Reference Plans S.O. 4201, S.O. 4203, S.O. 4205 S.O. 6075
 Examined by *Albert 16/2/83* *Stobbs 12-2-83*

Approved as to Survey *[Signature]* Chief Surveyor
 12.5.1987

Deposited this 18th day of JAN 1991
[Signature] Land Registrar

DATUM: Geodetic 1949
 Marlborough Circuit Coordinates
 ORIGIN: Goulter Hill
 700,000 m N
 300,000 m E

Compiled Plan

LAND DISTRICT MARLBOROUGH
 SURVEY BLK. & DIST. XX TAYLOR PASS
 NZMS 261 SHEET NO. P.29 1.1

RIGHT TO CONVEY WATER OVER LOT 1
 DP 4909 AND PART SEC 1

LOCAL AUTHORITY MARLBOROUGH CNTY
 Compiled by Dept Survey & Land Info.
 Scale 1:4000 Date NOV 1982

File C/3097
 Received 22-11-82
 Instructions **DP 7231**