

Crown Pastoral Land Tenure Review

Lease name : BREAST HILL

Lease number : PO 216

Due Diligence Report (including Status Report) - Part 5

This report and attachments results from a pre-Tenure Review assessment of the pastoral lease for the purpose of confirming land available for Tenure Review and any issues, rights or obligations attaching to it. The information is gathered from files and other sources available to the LINZ contractor.

Part of the information relates to research on the status of the land, resulting in a Status Report that is signed off by a LINZ approving officer. The remainder of the information is not analysed for relevancy or possible action until required, and LINZ does not guarantee its accuracy or completeness as presented.

The report attached is released under the Official Information Act 1982.

April 09

2294

Run 235a

2294

OTAGO LAND DISTRICT
VINCENT COUNTY

Plan of
Run 678
Pt. Runs 679-680
LINDIS S. D.

Run 236b

Run 679
16650 acres

Surveyed by A.J. Houlston, Regd. Surveyor 1938

Scale: 20 chs. to an inch.

I, Adam John Houlston of Dunedin, Registered Surveyor hereby certify that this plan has been made from surveys executed by me, that said plan and survey are correct and have been made in accordance with the rules of the Survey Act 1908 and that the 30th day of February 1938

LINDIS S. D.

Run 680
8310 acres

Run 678
5570 acres

(13450 acres)

APPROVED
Adam John Houlston
Registered Surveyor

Run 675

Run 677

2294

2294

FILED
RECORDED
1938

OTAGO LAND DISTRICT
VINCENT COUNTY

Plan of
Road Deviations in Runs 235a & 235c

LINDIS S. D.

Surveyed by A.J. Houlston, Registered Surveyor June, 1938.
Scale: 5 chains to an inch.

Run 235a

James Anderson Hannah P.R. 1928 rev.

Run 235c

LINDIS S. D.

Run 235a

James Anderson Hannah P.R. 1928 rev.

Run 235c

Trustees Executors Agency Coy. P.R. 1358
of N.Z. Ltd. as Executors in the Estate
of Hector Gibson, Deceased

APPROVED
H. Anderson
D.M. Surveyor
17/1/39

I, Arthur John Emler of Dunedin, Registered Surveyor, hereby certify that the plan has
been made from surveys conducted by me, that both plan and survey are correct and have
been made in accordance with the rules of the Survey Board

Dated at Dunedin this 22nd day of January 1939.

H. Anderson
Registered Surveyor

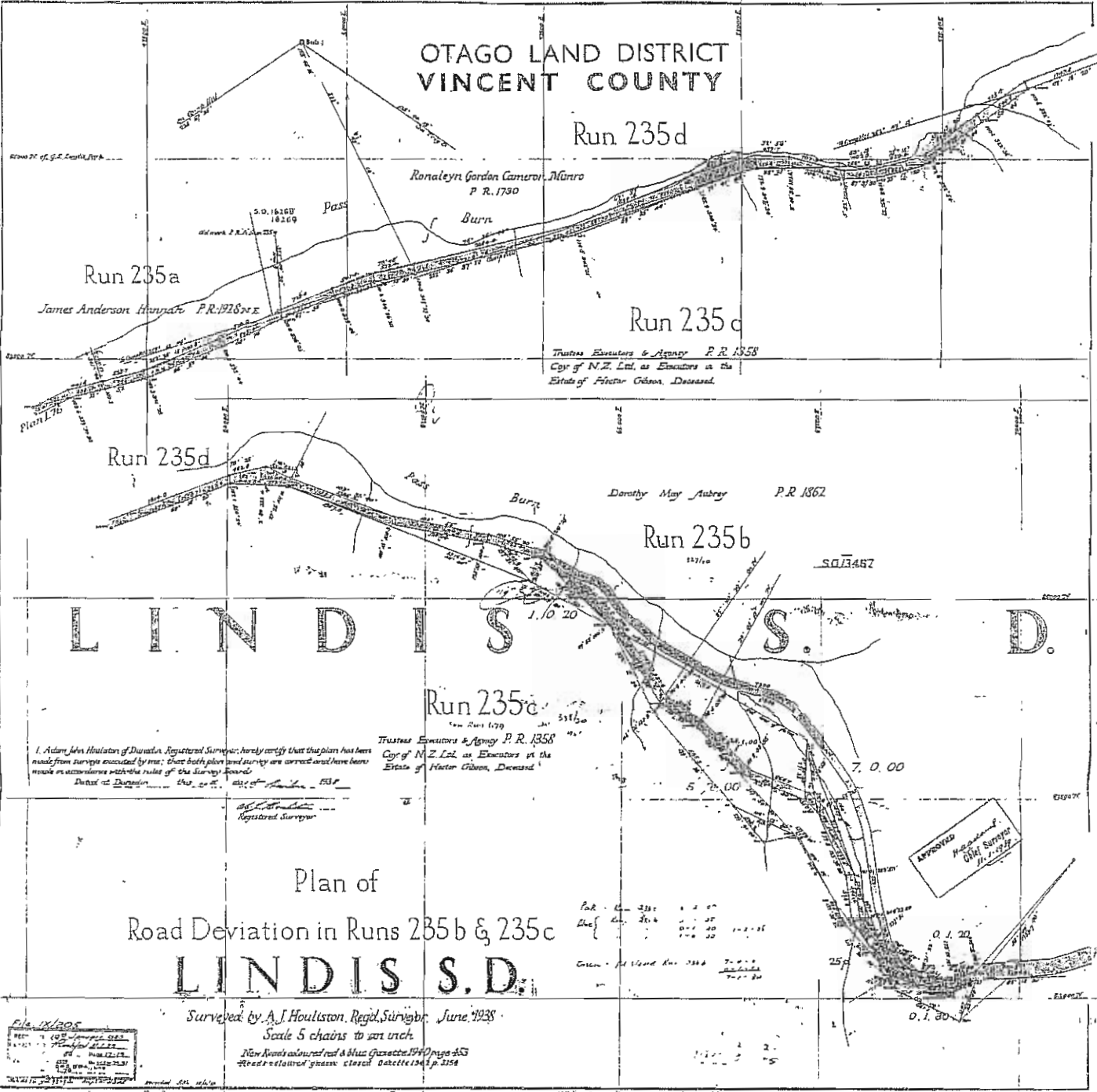
FILED IN 205
REGISTERED IN 1358
EXAMINED BY [initials]
DATE [initials]
BY [initials]
RECORDS
1939

New roads coloured red, yellow & purple Gazette 1940 page 453

Coloured roads coloured green Gazette 1943 page 3164

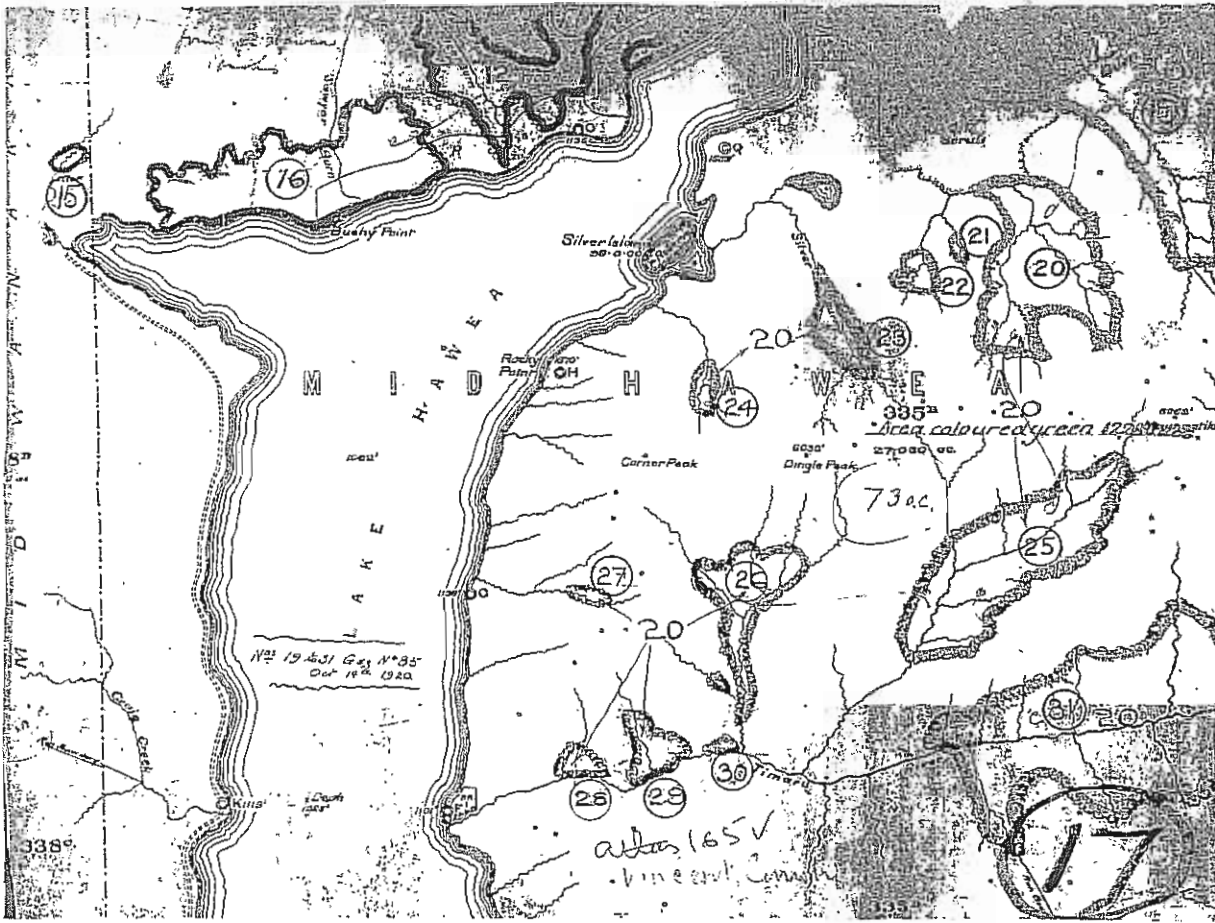
2691

2691



2691

2691



Copy of sheet 17 of Roll Map 450
Provisional State Forests
Gaz. 1919, p. 1291

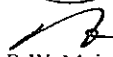
13900



COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952



Search Copy


R. W. Muir
Registrar-General
of Land

Identifier OT386/122
Land Registration District Otago
Date Registered 24 July 1959 02:57 pm

Part-Cancelled

Prior References
OT337/125

Type	Lease under s83 Land Act 1948		
Area	9207.9508 hectares more or less	Term	Thirty-three years commencing on the first day of July 1992

Legal Description Run 235A and Part Run 233 and Run 780

Proprietors

Russell Stewart Emmerson as to a 1/4 share

Jeanette Emmerson as to a 1/4 share

Russell Stewart Emmerson, Jeanette Emmerson and The Trustees Executors and Agency Company of New Zealand Limited as to a 1/2 share

Interests

710086.1 Surrender of part of the within Lease being Part Run 235A (160ha) shown hatched black hereon effective from 31st December 1984 - 24.8.1988 at 10.26 am

860274.4 Mortgage to (now) AMP Bank Limited - 15.7.1994 at 9:04 am

861600.1 Mortgage to Bank of New Zealand - 3.8.1994 at 9.10 am

Exploration Permit to embodied in Register OT9D/529 - 8.11.1995 at 9.01 am

5008386.1 Variation of the within lease - 6.9.2000 at 9:00 am



COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952



R. W. Muir
Registrar-General
of Land

Historical Search Copy

Identifier OT386/122
Land Registration District Otago
Date Registered 24 July 1959 02:57 pm

Part-Cancelled

Prior References

OT337/125

Type	Lease under s83 Land Act 1948		
Area	9207.9508 hectares more or less	Term	Thirty-three years commencing on the first day of July 1959

Legal Description Run 235A, Part Run 233 and Run 780

Original Proprietors

Russell Stewart Emmerson as to a 1/4 share

Jeanette Emmerson as to a 1/4 share

Russell Stewart Emmerson, Jeanette Emmerson and The Trustees Executors and Agency Company of New Zealand Limited as to a 1/2 share

Interests

710086.1 Surrender of part of the within Lease being Part Run 235A (160ha) shown hatched black hereon effective from 31st December 1984 - 24.8.1988 at 10.26 am

860274.4 Mortgage to Australian Mutual Provident Society - 15.7.1994 at 9.04 am

861600.1 Mortgage to Bank of New Zealand - 3.8.1994 at 9.10 am

Exploration Permit to embodied in Register OT9D/529 - 8.11.1995 at 9.01 am

5008386.1 Variation of the within lease and extension of term Thirty-three years commencing on the first day of July 1992 - 6.9.2000 at 9:00 am

5028446.1 Change of Name of the mortgagee in mortgage 860274.4 to AMP Life Limited - 12.3.2001 at 9:00 am

5028446.2 Transfer of Mortgage 860274.4 to AMP Bank Limited - 12.3.2001 at 9:00 am

LAND & DEEDS
NEW ZEALAND JUL 1959
O.T.A. 100 115
LAND DISTRICT 419

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

Issued as a Renewal of [for-in-Exchange-for] Lease
registered in Vol. 337 fol. 125

Entered in the Register-book, Vol. 386 fol. 122

the 24th day of July 1959 at 2:57 o'clock
Eric James Goodger
Asst Land Registrar.

Pastoral Lease of Pastoral Land under the Land Act, 1948
No. P.216

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 Lessor"), of the one part, and ERIC JAMES GOODGER and BRYAN GEORGE GOODGER, both of TARBAG, PARRETS, as tenants, of-in common in equal shares, of the other part, and ERIC JAMES GOODGER (who, with his heirs and successors, is hereinafter referred to as "the Lessee"), of the one part, and BRYAN GEORGE GOODGER (who, with his heirs and successors, 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 that piece or parcel of land containing by admeasurement 20,525 acres, or thereabouts, a little more or less, situated in the Land District of Otago and being Run 235A, Longship, Lindis, Mid Hawea and Lower Hawea Survey Districts (hereinafter referred to as "the said land"), as the same is more particularly delineated in the plan drawn hereon and therein coloured red in outline, together with the rights, easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of thirty-three years, commencing on the first day of July one thousand nine hundred and 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, and the said term to be yielded and paid 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 ten pounds (£110.-) payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term, and also paying in respect of the improvements specified in the Schedule hereto the sum of (£) by a deposit of (£) (the receipt of which sum is hereby acknowledged) and thereafter by (£) half-yearly instalments of pounds shillings and pence (£) on the 1st day of January and the 1st day of July in each year in the same manner as rent.

For Diagram
See separate sheet.

- 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 hereinbefore named in that behalf; and also will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that now are or hereafter may be assessed, levied, or payable in respect of the said land or any part or parts thereof during the said term.
 2. THAT the Lessee will within one year after the date of this lease take up his residence on the said land, and thereafter throughout the term of the lease will reside continuously on the said land.
 3. THAT the Lessee will hold and use the said land bona fide for his own use and benefit and will not transfer, assign, sublet, mortgage, charge, or part with possession of the said land or any part thereof without the previous approval of the Land Settlement Board: Provided that such approval will not be necessary in the case of a mortgage to the Crown or to a Department of State.
 4. THAT the Lessee will at all times farm the said land diligently and in a husbandlike manner according to the rules of good husbandry and will not in any way commit waste.
 5. THAT the Lessee will throughout the term of his lease to the satisfaction of the Commissioner of Crown Lands for the Land District of Otago (hereinafter referred to as "the Commissioner") cut and trim all live fences and hedges, clear and keep clear the said land of all noxious weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1950.
 6. THAT the Lessee will keep the said land free from wild animals, rabbits, and other vermin, and generally comply with the provisions of the Rabbit Act, 1955.
 7. THAT the Lessee will clean and clear from weeds and keep open all tracks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or direct 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 month in which any such premium becomes payable, the receipt for that premium.
 10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalties) 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 where any such timber or tree is required for any agricultural, pastoral, household, roadmaking, or building purpose on the said land nor where the timber or tree has been planted by the Lessee.
 11. THAT the Lessee shall not, except for the purpose of complying with any of the provisions of the Noxious Weeds Act, 1950, burn any timber, scrub, fern, or grass on the said land, nor permit any timber, scrub, fern, or grass on the said land to be burned, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such terms and conditions as the Commissioner may deem necessary.
 12. THAT officers and employees of the Department of Inland Affairs shall at all times have a right of ingress, egress, and regress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums, or other animals which the said Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers and employees in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.
 13. THAT the Lessee shall exercise due care in stocking the said land and shall not overstock.

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

- (a) THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil.
- (b) THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1958) on or under the surface of the soil of the said land, and all such minerals are reserved to His Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the said land or any adjacent land of the Crown, subject to the payment to the Lessee of compensation for all damage done to improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals: Provided that there shall be no right of way over, or right to work, extract, or remove any mineral from, any part of the said land which is for the time being under crop or used or situated within the limits of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any buildings, dwellings, or habitations: 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, manuring, or building purpose on the said land, but not otherwise.
- (c) THAT upon the expiration or forfeiture of the term of the term hereby granted and thereafter at the expiration of each succeeding term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 69 (3) of the Land Act, 1948, a new lease of the land hereby leased at a rent to be determined in the manner prescribed by Part VIII of the said Act for a term of thirty-three years computed from the expiration of the term hereby granted and subject to the same covenants and provisions as this lease, including this present provision for the renewal thereof and all provisions ancillary or in relation thereto.

C.L. 386/122

386/122

- (d) THAT the Lessee shall have no right of acquiring the fee simple of the said land.
- (e) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary,--
 - (i) Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;
 - (ii) Crop such area of the said land as is sufficient for the use of himself and family and his employees;
 - (iii) Plough and sow in grass any portion of the said land;
 - (iv) Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass;
 - (v) Surface sow in grass any portion of the said land;
 Provided that the Lessee shall, on the termination of the lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clover and grasses to the satisfaction of the Commissioner.
- (f) THAT the Lessee shall exercise due care in stocking the said land and shall not overstock; and for the purpose of this clause it is hereby mutually declared and agreed between the Lessee and the Commissioner that the number of sheep to be depastured on the said land during the winter months shall not, without the prior consent of the Commissioner, exceed **** See below.**
- (g) THAT if the Lessee shall leave New Zealand or abandon the said land or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied to the satisfaction of the Land Settlement Board or the Commissioner, as the case may be, or make default for not less than two months in the payment of rent, water levy, or other payments due to the Lessee, then the Land Settlement Board may, subject to the provisions of section 146 of the Land Act, 1949, 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 other breach of any covenant or condition of the lease.
- (h) THAT these presents are intended to take effect as a pastoral lease under the Land Act, 1949, and the provisions of the said Act and of the regulations made thereunder applicable to such lease shall be binding in all respects upon the parties herein in the same manner as if such provisions had been fully set out herein.

SCHEDULE

IMPROVEMENTS BRINGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE

NIL.

In witness whereof the Commissioner of Crown Lands for the Land District of Otago, 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--
 Deputy
 Witness: W. J. G. G. G.
 Occupation: Office Clerk
 Address: ...

W. J. G. G. G.
Deputy Commissioner of Crown Lands.

Signed by the above named as Lessee, in the presence of--
 Witness: J. G. G. G.
 Occupation: ...
 Address: ...

J. G. G. G.
Lessee.

Signed by the above named as Lessee, in the presence of :-
 Witness: J. G. G. G.
 Occupation: ...
 Address: ...

B. G. Goodger
Lessee.

** (f) 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 3,300 sheep inclusive of 950 ewes (being an increase of ten per cent on the carrying capacity on which is based the rent hereinbefore recovered) 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.

W. J. G. G. G.
Deputy Commissioner of Crown Lands.

J. G. G. G.
Lessee.

B. G. Goodger
Lessee.

Mortgage 349595 **DISCHARGED** 2 NOV 1970
 Produced by James G. G. G. and
Stephenson Wright
 and Investment Finance
Produced 22.11.1969
DISCHARGED AUG 1978
 Produced by Wright Stephenson
Produced 22.11.1969

349595 Mortgage to Her Majesty the Queen under the Marginal Lease 352758 - 12.12.1969
DISCHARGED
J. G. G. G.
 A.L.R.

352758 Certificate of Alteration incorporating in the within Lease Run 780 Block II Lindis and Longslip Survey District (1,660 acres) ~~bordered red on diagram~~ ~~bordered~~ as from 14.10.1969. Entered 18.3.1970 at 2.52pm.
W. J. G. G. G.
 D.L.R.

Vacation of Mortgage 46793 - 27.7.1963 at 2.55pm

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.
J. G. G. G. L.R.

395121 Evidence of the change of name of the Mortgagee in Mortgage 249488 to NMA Wright Stephenson Holdings Limited entered 17.11.1972 at 10.44 am.
J. G. G. G.
 A.L.R.

U.T. 386/122

416240 Evidence of the Change Name of the Mortgagee in Mortgage 249488 to Challenge Corporation Limited entered 20.12.1973 at 10.40 am

Allen
A.L.R.

553855/2 Variation of Mortgage 532484/2 - 11.5.1981 at 1.40 pm

580046/1 Variation of Mortgage 544458/2 - 27.7.1982 at 1.37 pm

Allen
A.L.R.

of his 1/2 share Bryan George Goodger 447849/2 Transfer to Eric James Goodger of Tarras Farmer - 6.10.1975 at 2.58 pm

Russell
for A.L.R.

598676 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 - 21.7.1983 at 9.04 am

DISCHARGED
Allen
A.L.R.

447849/3 Mortgage to Perpetual Trustees Estate Agency Company of New Zealand Limited - 6.10.1975 at 2.58 pm

DISCHARGED
Russell
for A.L.R.

626837 Transfer of 1/2 of his 1/2 share, Russell Stewart Emmerson to Jeanette Emmerson abovenamed produced 5.12.1984 and entered 22.2.1985 at 11.36 am.

Emmerson
A.L.R.

447849/4 Change of Name of Mortgagee in Mortgage 166793 to Wrightson NMA Farmers' Finance Limited entered 6.10.1975 at 2.58 pm

Russell
for A.L.R.

646481 Mining Licence under the Mining Act 1971 ~~and the Mining Act 1926~~ land in favour of Mrs Fuller Hesson for a term of ten years from 4 November 1985 - 6.11.1985 at 1.40 pm
See Volume 9D Folio 10
Carrick's bog of Carrick's Run & Crown 1 land & creeks

Emmerson
A.L.R.

447849/5 Memorandum of Priority ranking Mortgage 447849/3 as a first Mortgage Mortgage 166793 as a second Mortgage and Mortgage 249488 as a third Mortgage - 6.10.1975 at 2.58 pm

Russell
for A.L.R.

639189/1 Variation of Mortgage 532484/2 - 18.7.1985 at 9.39am

DISCHARGED
Allen
A.L.R.

639189/6 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 18.7.1985 at 9.39am

Allen
A.L.R.

525481/2 Transfer to Russell Stewart Emmerson of Tarras Farmer (as to 1/2 share) and to the said Russell Stewart Emmerson, Jeanette Emmerson his wife and the Trustees Executors and Agency Company of New Zealand Limited (as to 1/2 share) as tenants in common in equal shares - 2.11.1979 at 10.51 am

DISCHARGED
Emmerson
A.L.R.

684264 Mortgage to Goddard Arthur Eggeling and Goddard Arthur Eggeling - 5.8.1987 at 9.44am

DISCHARGE OF MORTGAGE
Allen
A.L.R.

532484/2 Mortgage to The Trustees Executors and Agency Company of New Zealand Limited - 2.4.1980 at 2.01 pm

DISCHARGED
Emmerson
A.L.R.

710086/1 Surrender of part of the within lease being Part Run 235A (160ha) shown hatched black hereon effective from 31st December 1984 - 24.8.1988 at 10.26 am

Emmerson
A.L.R.

532484/5 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 2.4.1980 at 2.01 pm

DISCHARGED
Emmerson
A.L.R.

710086/4 Certificate of Alteration incorporating in the within lease Part Run 233 Longslip Survey District (230ha) - 24.8.1988 at 10.26 am.

Emmerson
A.L.R.

544458/1 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 6.11.1980 at 11.57 am

DISCHARGED
Emmerson
A.L.R.

544458/2 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 6.11.1980 at 11.57 am

DISCHARGED
Emmerson
A.L.R.

over...

797511/1 Variation of Mortgage 532484/2
- 5.2.1992 at 10.11am

DISCHARGED
15 JUL 1994
A.L.R.

A.L.R.

797511/2 Mortgage to Wrightson Farmers
Finance Limited - 5.2.1992 at 10.11am

903211 Mining Permit under the
Crown Minerals Act 1991 over part of
the within land in favour of Peter
Barry Gordon for the term of ten
years commencing 26.12.1996 -
11.3.1996 at 9.11 am
9D/539

Jennavett

A.L.R.



DISCHARGED
15 JUL 1994
A.L.R.

A.L.R.

827314/3 Mortgage to The Australian
Mutual Provident Society - 7.4.1993 at
9.04am

A.L.R.

827314/4 Memorandum of Priority ranking
Mortgage 827314/3 as a first mortgage,
Mortgage 544458/2 as a second mortgage,
Mortgage 639189/6 as a third mortgage
and Mortgage 797511/2 as a fourth
mortgage - 7.4.1993 at 9.04am

A.L.R.

860274/4 Mortgage to Australian Mutual
Provident Society - 15.7.1994 at 9.04am

A.L.R.

860274/6 Memorandum of Priority ranking
Mortgage 860274/4 as first Mortgage,
Mortgage 544458/2 as second Mortgage -
15.7.1994 at 9.04am

A.L.R.

861600/1 Mortgage to Bank of New Zealand
- 3.8.1994 at 9.10am

A.L.R.

895041 Exploration Permit under
Section 81 Crown Minerals Act 1991
over part of the within land in favour
of Aurum Reef Resources (NZ) Limited
for a term of 3 years commencing on
23.11.1994 - 8.11.1995 at 9.01am
See Volume 9D Folio 529

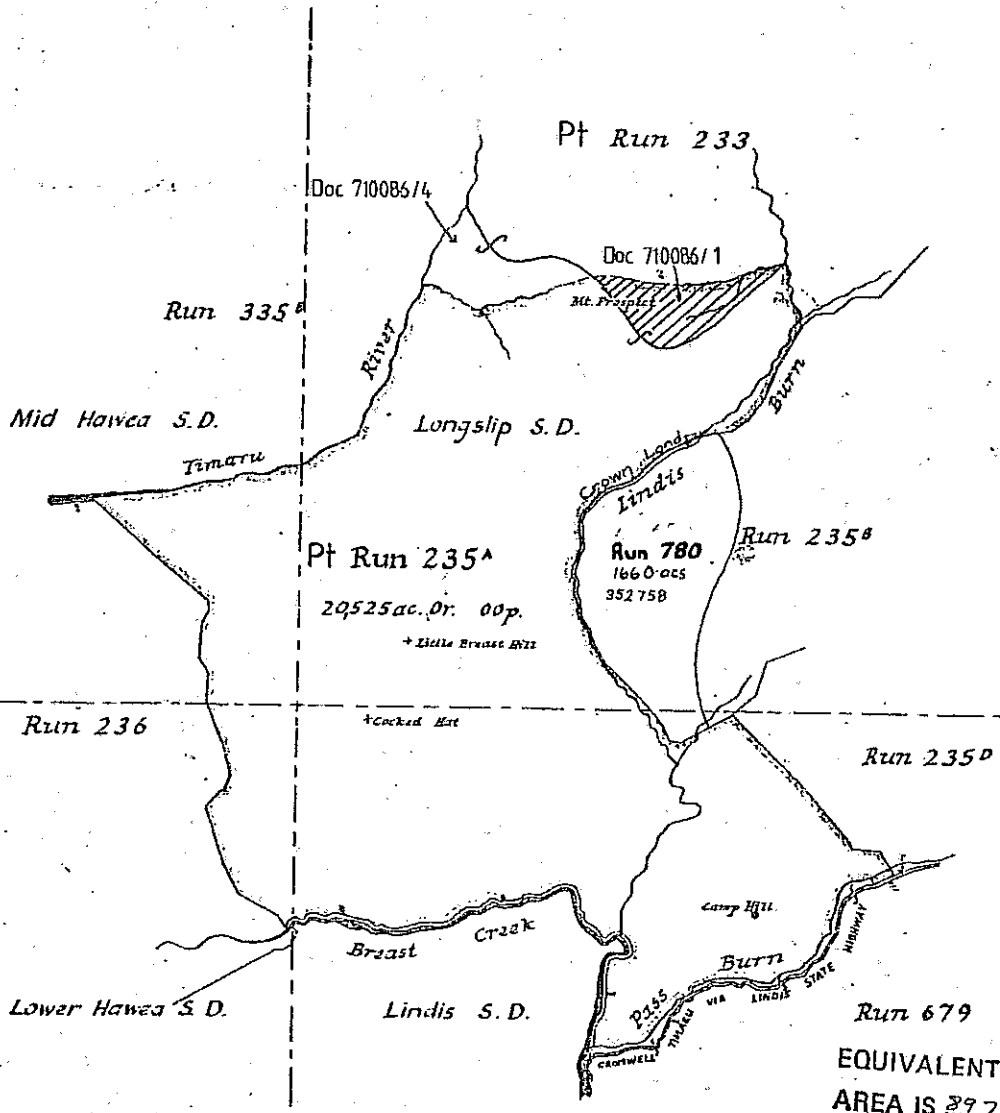
P Ellwood

A.L.R.

386/122

Longslip, Lindis, Mid Hawea & Lower Hawea S. D's

cloves and grazes to
 and between the land
 -Commons, or good
 and conditions terms
 payment of rent, water
 be for-it, and that
 er applicable to such
 her ... at his
 own Lands.
 Lessee.
 Lessee.
 stocked so
 of 950 acres
 before reserved)
 or number should
 revocation or
 variation
 Lessee.



EQUIVALENT METRIC
 AREA IS 29,279,951.0 ha

Total Area: 20,525 ac
 1660 ac 352758
 22,185 acs

710086/4	+	8977.9510 ha	
		230	
		<hr/>	
710086/1	-	9207.9510 ha	
		160	
		<hr/>	
		9047.9510 ha	4/11

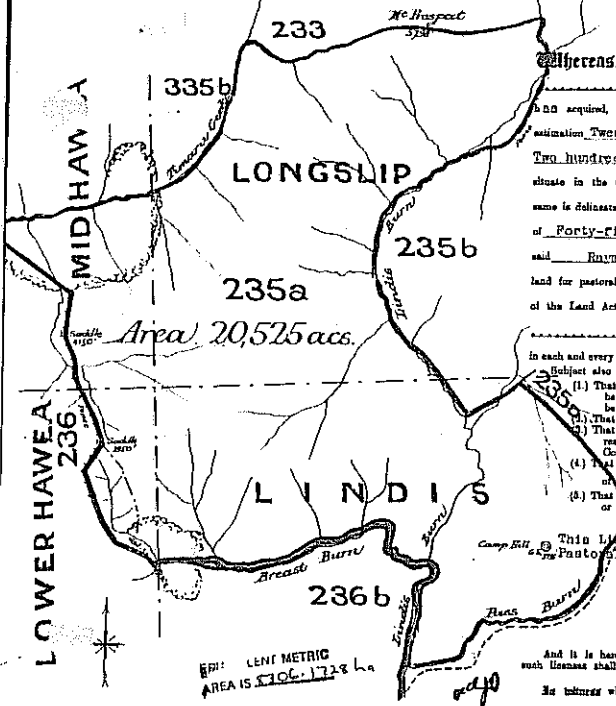
Scale - 80 chains to an inch.

4/11
 836
 Sub all.



PLAN OF RUN No. 236a No. 1928. National Endowment.

License to occupy NATIONAL ENDOWMENT Lands for Pastoral Purposes.



I, RAYMOND APPELBY of "BREAST HILL," OMAHARA, SHEPPHARDSON,
 have acquired, under the provisions of the Land Act, 1924, a License to occupy for Pastoral purposes 21 that area of National Endowment Lands containing by
 estimation Twenty thousand five hundred and twenty-five (20,525) acres, more or less, and being Run number 235a
Two hundred and thirty-five A (235A), Longslip, Lindis, Mid Hawea and Lower Hawea Survey Districts
 situate in the County of Vincent in the Land District of Otago New Zealand, as the
 same is delineated on the plan in the District Lands and Survey Office, Dunedin as shown in the margin herof, and have paid the sum
 of Forty-five pounds (£ 45 - 0 - 0), being the first half-year's rent in advance for such Run. The
 said Raymond Appelby is hereby licensed to occupy the said
 land for pastoral purposes for the term of twenty-one (21) years, to be computed from the first day of March, 1930, subject to all the provisions and conditions
 of the Land Act, 1924, so far as applicable hereto, and subject also to the payment of an annual rent of Twenty pounds
 (£ 20 - 0 - 0), in equal parts, half-yearly in advance, on the first day of March and the first day of September
 in each and every year, payment for the first half-year's rent having already been made, and the rest of such half-yearly payments to be made on the first day of September 1930.
 Subject also to the conditions following, viz:—
 (1) That if the Licensee or any person claiming an interest through or under him shall make or cause to be made any agreement or contract, or shall give or cause to
 be given to a third party, under the Land Act, 1924, this license shall be liable to be forfeited and revoked;
 (2) That the Licensee shall prevent the destruction or burning of timber or bush on the land comprised in this license, except as provided by section 560 of the Land Act, 1924;
 (3) That the Licensee shall prevent the growth or spread of gorse, broom, heathorn, blackberry, and ewasalter on the land comprised in this license, and shall with all
 reasonable speed remove or cause to be removed all gorse, sweetbrier, broom, heathorn, blackberry, or other noxious weeds or plants, as may be directed by the
 Commissioner of Crown Lands;
 (4) That the Licensee shall not burn any tussock on the land comprised in this license, or permit any tussock thereon to be burned save with the prior consent in writing
 of the Land Board of the Otago Land District; and
 (5) That the Licensee shall destroy all rabbits on the land comprised in this license, and shall prevent their increase or spread, to the satisfaction of the Commissioner
 or an officer appointed by him to inspect the ground.

This License is issued under the provisions of Section 282 of the Land Act, 1924, as a renewal of Pastoral License No. 1364.

And it is hereby declared that these provisions are intended to take effect as a pastorage license only under the Land Act, 1924, and the provisions of that Act applicable to such license shall apply hereto as fully and effectually as if the same had been set out therein at length.

We witness whereof the Commissioner of Crown Lands, on behalf of the Land Board of the Otago Land District, hath hereunto set his hand this first day of March, 1930.

Witness to the signature of the Commissioner of Crown Lands—
 Witness: J. E. Reeves
 Occupation: Chief District Surveyor
 Address: Dunedin
Th. H. Watson
 Commissioner of Crown Lands

I, RAYMOND APPELBY the above-named Licensee, hereby accept this license on the terms and conditions specified therein.
 Witness to the signature of the Licensee—
 Witness: W. D. Campbell
 Occupation: Owner
 Address: Dunedin
Raymond Appelby
 Licensee

Mortgage No. 18:
MEMORANDUM: A Notice of the Transfer by way of MORTGAGE of the within written Licence from Hector Gibson, Berlek Adolphus Munro and George John Thompson to William Macdonald has been received, and such transfer by way of mortgage has been sanctioned and registered in the books of the Land Board of the Otago Land District, dated at Dunedin this tenth day of September, 1915.
Robt. T. SADD
Commissioner of Crown Lands.

MEMORANDUM: Notice of the Assignment of Mortgage of the within written Licence from William Macdonald to William Macdonald has been received and such Assignment of Mortgage has been sanctioned and registered in the books of the Land Board of the Otago Land District.
Dated at Dunedin this fourteenth day of April, 1915.
(Sgd). ROBT. T. SADD,
Commissioner of Crown Lands.

The above endorsements are carried forward from Pastoral Licence No. 1364 in terms of Section 8 of the Land Laws Amendment Act, 1927.
H. Watson
Commissioner of Crown Lands.

Order No. 11:
Order of Court of Review affecting Mortgage No. 18 registered this 22nd day of September, 1938.
H. Watson
Commissioner of Crown Lands.

The Land Board of the Otago Land District has consented to the ~~issue~~ ^{assignment} of the within written licence from ~~James E. Munn~~ ^{James E. Munn} to ~~James E. Munn~~ ^{James E. Munn}.
Dated at DUNEDIN this ~~21st~~ ^{22nd} day of ~~October~~ ^{September}, 1938.
H. Watson
Commissioner of Crown Lands.

Mortgage No. 157
The Land Board of the Otago Land District has consented to the ~~assignment~~ ^{transfer} of the within written licence from ~~James E. Munn~~ ^{James E. Munn} to ~~James E. Munn~~ ^{James E. Munn}.
Dated at DUNEDIN this ~~21st~~ ^{22nd} day of ~~October~~ ^{September}, 1938.
H. Watson
Commissioner of Crown Lands.

The Land Board of the Otago Land District has consented to the ~~assignment~~ ^{transfer} of the within written licence from ~~James E. Munn~~ ^{James E. Munn} to ~~James E. Munn~~ ^{James E. Munn}.
Dated at DUNEDIN this ~~21st~~ ^{22nd} day of ~~October~~ ^{September}, 1938.
H. Watson
Commissioner of Crown Lands.

PASTURAGE LICENSE

COMMISSIONER OF CROWN LANDS

DUNEDIN

Date 1st March 1938

337/25

Mortgage No. 550
The Land Board of the Otago Land District has consented to the ~~assignment~~ ^{transfer} of the within written licence from ~~James E. Munn~~ ^{James E. Munn} to ~~James E. Munn~~ ^{James E. Munn}.
Dated at DUNEDIN this ~~21st~~ ^{22nd} day of ~~October~~ ^{September}, 1938.
H. Watson
Commissioner of Crown Lands.

Transfer No 200796 James Salome to Eric James Goodger and Roger George Goodger of James Salome as tenants in common in equal shares produced 15th February 1956 at 2.55.00.
H. Watson
Commissioner of Crown Lands.

Mortgage No 16793 Eric James Goodger and Roger George Goodger to Wright Stephenson Cameron Jones and Unvested Company limited produced 15th February 1956 at 2.00.
H. Watson
Commissioner of Crown Lands.

see N 201 Loan 4-c 186 page 122





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



Search Copy

R. W. Muir
Registrar-General
of Land

Identifier OT338/37
Land Registration District Otago
Date Registered 18 September 1953 11:16 am

Part-Cancelled

Prior References
OT335/61

Type	Lease under s83 Land Act 1948	Instrument	PL P20
Area	15317.9939 hectares more or less	Term	Thirty-three years commencing on the first day of July 1953 and renewed for a further period of 33 years commencing on 1.7.1986

Legal Description Part Run 233, Section 1 Block VII Ahuriri Survey District, Part Run 235A, Section 1-3 Survey Office Plan 23073 and Section 2 and Section 4 Survey Office Plan 22899

Proprietors
Longslip Station Limited

Interests

- 424140 Certificate of Alteration under s113 Land Act 1948 varying the covenants, conditions and restrictions contained in the within lease - 10.6.1974 at 11.40 am
- 477921 Gazette Notice proclaiming part of the within land (3.6959 ha.) shown hatched black on the diagram hereon as road - 16.5.1977 at 11.20 am
- 583260 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 23.9.1982 at 11.59 am
- 710086.2 Surrender of part of the within lease being Part Run 233 (230 hectares) shown hatched black hereon effective from 31st December 1984 - 24.8.1988 at 10.26 am
- 756168 Memorandum renewing the term of the within lease for a further period of 33 years commencing on 1.7.1986 and fixing for the first 11 years the annual rent at \$8,100.00 calculated on a rental value of \$540,000.00 - 11.6.1990 at 9.08 am
- 868581.1 Gazette Notice declaring that parts of the within land marked "A" (1416m2) and "E" (1.1705ha) on SO 23073 are hereby required for road and shall form part of State Highway No. 8 and shall vest in the Crown on the 21st day of October 1993 - 2.11.1994 at 9.21 am
- 945726.2 Mortgage to Reid Farmers Limited and Reid Farmers Finance (Otago) Limited - 2.4.1998 at 9.07 am
- Mining Permit embodied in Register OT9D/624 - 23.3.1999 at 9.00 am
- Mining Permit embodied in Register OT9D/626 - 23.3.1999 at 9.00 am
- 966425.1 Notice of Access Rights under Crown Minerals Act 1991 - 27.4.1999 at 1.50 pm
- 966425.2 Notice of Access Rights under Crown Minerals Act 1991 - 27.4.1999 at 1.50 pm
- Mining Permit embodied in Register OT9D/612 - 24.8.2000 at 9.00 am

Image Quality due to Condition of Original

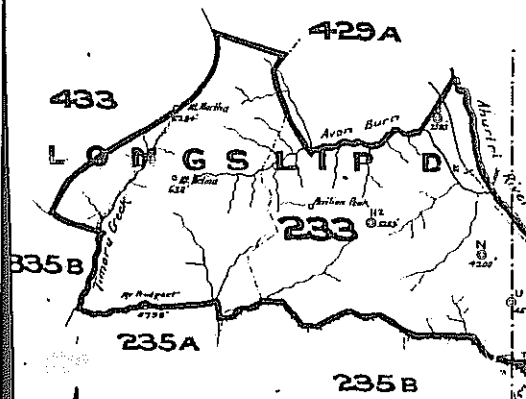
PLAN OF RUN No. 233

No. 1562, National Endowment.



License to occupy Crown Lands for Pastoral Purposes.

Area 33710 acres
Deduct 2250 acs. coloured red
37160
EQUIVALENT METRIC
AREA IS 15,169.5242 ha.



Whereas ROBERT GEORGE HUDSON of DUNEDIN MERCHANT hath been granted under the provisions of Section 56 of "The Land Laws Amendment Act 1913" a License to occupy for Pastoral Purposes all that area of Crown lands containing by estimation Thirty-nine thousand seven hundred and ten (39710) acres, more or less, and being Run numbered Two hundred and thirty-three (233) of The Land Act 1908, situated in the County of Vincent and Waitaki, in the Land District of Otago, New Zealand, as the same is delineated on the plan in the District Lands and Survey Office, Dunedin, as shown in the margin hereof, and hath paid the sum of Seventy-five pounds (£ 75 - - - - -), being the first half-year's rent in advance for such Run: The said Robert George Hudson is hereby licensed to occupy the said land for pastoral purposes for the term of twenty-one (21) years, to be computed from the first day of March, 1918, subject to all the provisions and conditions of the Land Act, 1908, and its amendments, so far as applicable hereto, and subject also to the payment of an annual rent of One hundred and fifty pounds (£ 150 - - - - -), in equal parts, half-yearly in advance, on the first day of March and the first day of September in each and every year, payment for the first half-year's rent having already been made, and the next of such half-yearly payments to be made on the first day of September, 1918.

- Subject also to the conditions following, viz:—
- (1) That if the licensee or any person claiming an interest through or under him shall make or cause to be made any agreement or contract, or shall give or cause to be given or taken any negotiable security for the purpose of defeating or evading the provisions of, or shall in any way whatsoever directly or indirectly commit or be privy to a fraud upon, the Land Act, 1908, and its amendments, this license shall be liable to be forfeited and revoked;
 - (2) That the licensee shall prevent the destruction or burning of timber or bush on the land comprised in this license, except as provided by section 237 of the Land Act, 1908;
 - (3) That the licensee shall prevent the growth or spread of gorse, broom, and sweetbrier, on the land comprised in this license, and shall with all reasonable speed remove or cause to be removed all gorse, sweetbrier, broom, or other noxious weeds or plants, as may be directed by the Commissioner of Crown Lands; and
 - (4) That the licensee shall destroy all rabbits on the land comprised in this license, and shall prevent their increase or spread, to the satisfaction of the Commissioner or an officer appointed by him to inspect the ground.

And it is hereby declared that these presents are intended to take effect as a pasturage license only under the Land Act, 1908, and its amendments, and the provisions of those Acts applicable to such licenses shall apply hereto as fully and effectually as if the same had been set out herein at length.

In Witness whereof the Commissioner of Crown Lands, on behalf of the Land Board of the Otago Land District, hath hereunto set his hand, this ninth day of February, 1916.

Robert Add
Commissioner of Crown Lands.

I, ROBERT GEORGE HUDSON, the above-named licensee, hereby accept this license on the terms and conditions specified therein.

R. G. Hudson
Licensee.

Scale: 2 miles = 1 inch.

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

The Land Board of the Otago Land District has this day consented to a mortgage of the within written license from Robert George Hudson to The New Zealand Loan and Mercantile Agency Company Limited.

Dated at Dunedin this 13th day of November, 1921.

Robt Ladd
Commissioner of Crown Lands

In pursuance of section 11 of the last-mentioned Act 1921-22 the terms of the within license has been extended for a period of 12 months (12) & now the first day of March 1922.

Robt Ladd
Commissioner of Crown Lands

PASTURAGE LICENSE
ROBERT GEORGE HUDSON
DUNEDIN
COMMISSIONER OF CROWN LANDS

Dated 9th February, 1916.
223/11

Discharge of the Mortgage of the within written license from Robert George Hudson to the New Zealand Loan and Mercantile Agency Company Limited has this day been noted in the books of the Land Board of the Otago Land District.

Dated at Dunedin this 13th day of September 1922.

Robt Ladd
Commissioner of Crown Lands

The Land Board of the Otago Land District has this day consented to the transfer of the within written license from Robert George Hudson of Dunedin to George Reginald Hudson of Oamaru, Sheepfarmer.

Dated at Dunedin this 8th day of March 1922.

Robt Ladd
Commissioner of Crown Lands

The Land Board of the Otago Land District has this day consented to the Mortgage of the within written license from George Reginald Hudson of Oamaru, Sheepfarmer to Dalgety and Company Limited.

Dated at Dunedin this 13th day of September 1922.

Robt Ladd
Commissioner of Crown Lands

The Land Board of the Otago Land District has this day consented to the Mortgage of the within written license from George Reginald Hudson of Oamaru, Sheepfarmer to Robert George Hudson of Dunedin, Manufacturer.

Dated at Dunedin this 13th day of September 1922.

Robt Ladd
Commissioner of Crown Lands

In consequence of the boundary between the within described run and run numbered 235, adjoining, having been altered the area of the within run is now contained therein contains four hundred and sixty (460) acres. The area of the within run is now contained therein is now contained therein is now contained therein.

Dated at Dunedin this fifteenth day of June 1922.

Robt Ladd
Commissioner of Crown Lands

The Land Board of the Otago Land District has this day consented to a mortgage of the within written license from Robert George Hudson to The New Zealand Loan and Mercantile Agency Company Limited.

Dated at Dunedin this 13th day of November 1921.
Robt Ladd
Commissioner of Crown Lands

In pursuance of section 11 of the last-mentioned Act 1921-22 the terms of the within license has been extended for a period of 12 months (12) & now the first day of March 1922.
Robt Ladd
Commissioner of Crown Lands

Discharge of the Mortgage of the within written license from Robert George Hudson to the New Zealand Loan and Mercantile Agency Company Limited has this day been noted in the books of the Land Board of the Otago Land District.
Dated at Dunedin this 13th day of September 1922.
Robt Ladd
Commissioner of Crown Lands

The Land Board of the Otago Land District has this day consented to the transfer of the within written license from Robert George Hudson of Dunedin to George Reginald Hudson of Oamaru, Sheepfarmer.
Dated at Dunedin this 8th day of March 1922.
Robt Ladd
Commissioner of Crown Lands

The Land Board of the Otago Land District has this day consented to the Mortgage of the within written license from George Reginald Hudson of Oamaru, Sheepfarmer to Dalgety and Company Limited.
Dated at Dunedin this 13th day of September 1922.
Robt Ladd
Commissioner of Crown Lands

The Land Board of the Otago Land District has this day consented to the Mortgage of the within written license from George Reginald Hudson of Oamaru, Sheepfarmer to Robert George Hudson of Dunedin, Manufacturer.
Dated at Dunedin this 13th day of September 1922.
Robt Ladd
Commissioner of Crown Lands

The Land Board of the Otago Land District has consented to the transfer of the written license from Douglas McKay Rain to William George Patterson

New License Issued
Dec 338/37

of Otago in farm
dated at DUNEDIN this 20th day of November 1947.

W. Stewart
Commissioner of Crown Lands

With the written consent of the licensee the following conditions are added to the License:
(1) The licensee shall exercise due care in the stocking of the land comprised in this license and in particular shall not overstock.
(2) The licensee shall at all times exercise good husbandry in the conduct of grazing the land comprised in this license to the effect that the soil fertility and plant cover shall not be injuriously affected.

W. Stewart
Commissioner of Crown Lands.

The Land Board of the Otago Land District has consented to the transfer of the written license from *William George Patterson* to *Wright Patterson*

of Otago in farm
dated at DUNEDIN this 20th day of November 1947.

W. Stewart
Commissioner of Crown Lands

Transfer 173758 William George Patterson to Gordon James Patterson of "Lingslip" Otago sheep farmer produced 12 July 1951 at 2.5000 *W. Stewart*

Mortgage 141982 Gordon James Patterson to Walter Stephenson & Company Limited produced 12 July 1951 at 2.5000 *W. Stewart*

now 338/37





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



Search Copy

R. W. Muir
Registrar-General
of Land

Identifier OT1C/1066
Land Registration District Otago
Date Registered 18 August 1964 10:25 am

Part-Cancelled

Prior References
OT337/60

Type	Area	Term
Lease under s83 Land Act 1948	8836.3110 hectares more or less	33 years commencing on the 1st day of July 1964 for further period to the 1.7.2030

Legal Description Run 732, Run 780 and Section 1-2 Block III Lindis Survey District

Proprietors
Dalrachney Station (1982) Limited

Interests

- 352765 Surrender as to part (1680 acres) being Run 732 - 13.3.1970 at 9.34 am
- 448818 Surrendered (as to the part hatched black) part sections 1 & 2 Block III Lindis Survey District herein (190.81 ha) - 23.10.1975 at 11.05 am
- 587111.1 Memorandum of Variation of within lease varying the terms, covenants and conditions of the within lease - 3.12.1982 at 2.27 pm
- 932310.2 Mortgage to ASB Bank Limited - 1.7.1997 at 9.00 am
- 947011.1 Variation and extension of term of the within lease to the 1.7.2030 - 29.4.1998 at 1.30 pm
- 977948.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 by Dalrachney Station (1982) Ltd - 8.11.1999 at 2.47 pm
- 5097978.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 - 25.10.2001 at 9:00 am

i. & S.—B. 4

NEW ZEALAND

Entered in the Register-book, the

Form Ref. Vol. 337 fol. 60.

18th day of August

L. & S. Ref. No. P. 292.

1964, at 10.25 clock.

REGISTER

REGISTERED IN THE LAND REGISTRY
OFFICE BUT NOT UNDER THE LAND
TRANSFER ACT.

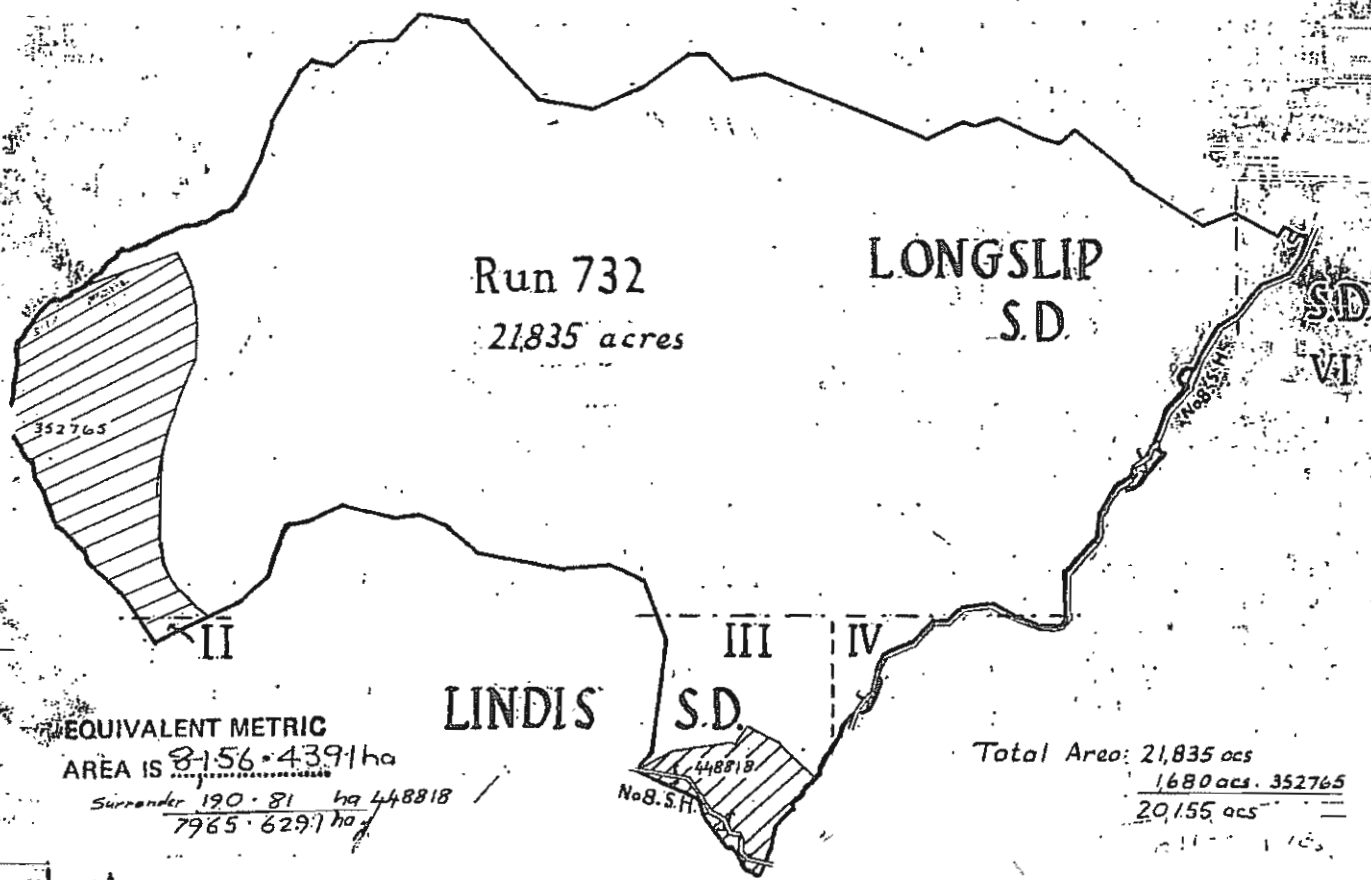


Land Registrar

Pastoral Lease under the Land Act 1948

This Deed, made the 1st day of March 1964 between HER MAJESTY THE QUEEN (hereinafter referred to as "the Lessor") of the one part, and DALRACHNEY STATION LIMITED a duly incorporated company having its registered office at Oamaru

(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 21,835 acres more or less, situated in the Land District of Otago and being Run 732, Blocks II, III, IV, Lindis Survey District, Block VI Ahuriri Survey District and Longslip Survey District as the same is more particularly delineated with bold black lines on the plan hereon; together with the rights,



EQUIVALENT METRIC
 AREA IS 8,156.4391 ha
 Surrender 190.81 ha 448818
 7965.6291 ha

Total Area: 21,835 acs
 1680 acs 352765
 20,155 acs

Scale: 100 chains to an inch.

S.O. 13487

No. 1066

No. 1066

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 1964, together with the period between the date of this lease and the aforesaid 1st day of July 1964; YIELDING and paying therefor unto the Department of Lands and Survey at Dunedin the annual rent of £ 260 : 0 : 0 payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term. AND also paying in respect of the improvements specified in the Schedule hereto the sum of £ ----- by a deposit of £ ----- (which has already been paid) and thereafter by ----- half-yearly instalments of £ ----- on the 1st day of January and the 1st day of July in each and every year.

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 4,200 sheep which number shall not include more than 1,100 breeding ewes nor more than ----- cattle which number shall not include more than 50 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.

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.

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

Assistant

IN WITNESS whereof the 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.

Assistant

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

Witness: E. H. H. H.

Occupation: Work, Lands & Survey Dept.

Address: Dunedin.

Assistant Commissioner of Crown Lands.

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

Witness: _____

Occupation: _____

Address: _____

Lessee.

"The Common Seal of Dalrachney Station Limited was hereunto affixed
in the presence of:



<u>W. J. Quigley</u>	Director
<u>John Ross</u>	Secretary

X21871 **DISCHARGED** Electricity Agreement under Electricity Amendment Act 1948 - 23.12.1959 at 12.00 pm

[Handwritten signature]
A.L.R.

350900 Part of the within land is now known as Run 780 Block II, Lindis Survey District and Longslip Survey District.

352765 Surrendered as to part (1680 acres) being Run 732 Block II Lindis Survey District and Longslip Survey District: 13.3.1970 at 9.34 am.

[Handwritten signature]
A.L.R.

587111/3 Mortgage to the Rural Banking and Finance Corporation of New Zealand - 3.12.1982 at 2.27 pm

587111/4 Mortgage to the Rural Banking and Finance Corporation of New Zealand - 3.12.1982 at 2.27 pm

DISCHARGED
[Handwritten signature]
A.L.R.

610382 Variation of Mortgage 587111/3 - 27.2.1984 at 11.09 am.

[Handwritten signature]
A.L.R.

628104 Variation of Mortgage 587111/3 - 21.12.1984 at 11.41 am.

[Handwritten signature]
A.L.R.

Part run 732 Block III Lindis District is now known as Section 1, Block III Lindis District (198.71ha) 3.3.1975 at 1.53 pm
See New Appellation 437147

707970/7 Variation of Mortgage 587111/3 - 27.7.1988 at 10.10 am

[Handwritten signature]
A.L.R.

448818 Surrendered ^(the part hatched block) as to Sections 1 & 2 Block III Lindis Survey District ^{herein} (198.71ha) - 23.10.1975 at 11.05 am (190.81ha)

734642/2 Mortgage to Wrightson Farmers Finance Limited - 9.4.2am

DISCHARGED
[Handwritten signature]
A.L.R.

[Handwritten signature]
A.L.R.

534186 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 8.5.1980 at 11.00 am

881905 Variation of Mortgage 734642/2 - 11.5.1995 at 9.25am

[Handwritten signature]
A.L.R.

551101/1 Mortgage to Australian Mutual Provident Society - 18.3.1981 at 10.36 am

932310/2 Mortgage to ASB Bank Limited - 1.7.1997 at 9.00am

[Handwritten signature]
A.L.R.

551101/2 Memorandum of Priority ranking mortgage 551101/1 as a first mortgage and mortgage 534186 as a second mortgage - 18.3.1981 at 10.36am

947011.1 Variation and extension of the term of the within lease to the 1.7.2030 29.4.1998 at 1.30

[Handwritten signature]
for DLR

563422 Statutory Land Charge pursuant to Section 10 of the Rural Housing Act 1939 - 10/10/1981 at 11.3 am

DISCHARGE OF MORTGAGE
[Handwritten signature]
A.L.R.

587111/1 Memorandum of variation of within lease varying the terms covenants and conditions of within lease - 3.12.1982 at 2.27 pm

977948.1 Compensation Certificate under Section 19 Public Works Act 1981 by Dalrachney Station (1982) Ltd 8.11.1999 at 2.47

[Handwritten signature]
A.L.R.

587111/2 Transfer to Dalrachney Station (1982) Limited - 3.2.1982 at 2.27 pm

[Handwritten signature]
A.L.R.

[Handwritten signature]
for RGL

LAND & DEEDS
Name: P/L
Plan: CCL
18 AUG 1964
Time: 10-25
Fee: £ 1 : 5 : -
Abstract No. 257



Image Quality due to Condition of Original

EQUIVALENT METRIC MEASUREMENTS 1:62,500

PLAN OF RUN No.

No. 1682. National Endowment.



Reference, Vol. 337 Page 60

License to occupy Crown Lands for Pastoral Purposes.

Whereas ALLAN STEWARD CAMBRIDGE, of OHARAU, SHEEP-FARMER, had acquired, under the provisions of the Land Act, 1924, a License to occupy for Pastoral Purposes all that area of Crown lands containing by estimation Twenty-one thousand eight hundred (21,800) acres, more or less, and being Run numbered Two hundred and thirty-five B (235B), Atmriri, Longslip and Lindis Survey Districts, and Pre-emptive Right "D" of Run 235, situate in the County of Vincent and Waitaki, in the Land District of Otago, New Zealand, as the same is delineated on the plan in the District Lands and Survey Office, Dunedin, as shewn in the margin hereof, and hath paid the sum of One hundred and twelve pounds ten shillings (£112 10s - -), being the first half-year's rent in advance for such Run: The said ALLAN STEWARD CAMBRIDGE is hereby licensed to occupy the said land for pastoral purposes for the term of thirty-five (35) years, to be computed from the first day of March 1929, subject to all the provisions and conditions of the Land Act, 1924, so far as applicable hereto, and subject also to the payment of an annual rent of Two hundred and twenty-five pounds (£225 - - -), in equal parts, half-yearly in advance, on the first day of March and the first day of September in each and every year, payment for the first half-year's rent having already been made, and the next of such half-yearly payments to be made on the first day of September, 1929.

Subject also to the conditions following, viz:— (1) That if the licensee or any person claiming an interest through or under him shall make or cause to be made any agreement or contract, or shall give or cause to be given or taken any negotiable security for the purpose of defeating or evading the provisions of, or shall in any way whatsoever directly or indirectly commit or be privy to a fraud upon, the Land Act, 1924, this license shall be liable to be forfeited and revoked; (2) That the licensee shall prevent the destruction or burning of timber or bush on the land comprised in this license, except as provided by section 266 of the Land Act, 1924; (3) That the licensee shall prevent the growth or spread of gorse, broom, and sweetbrier on the land comprised in this license, and shall with all reasonable speed remove or cause to be removed all gorse, sweetbrier, broom, or other noxious weeds or plants, as may be directed by the Commissioner of Crown Lands; (4) That the licensee shall not burn any tussock on the land comprised in this license, or permit any tussock thereon to be burned save with the prior consent in writing of the Land Board of the Otago Land District; and (5) That the licensee shall destroy all rabbits on the land comprised in this license, and shall prevent their increase or spread, to the satisfaction of the Commissioner or an officer appointed by him to inspect the ground.

This License is granted in terms of Section 277 of the Land Act, 1924, in lieu of Pastoral License no. 1437.

And it is hereby declared that these presents are intended to take effect as a pasturage license only under the Land Act, 1924, and the provisions of that Act applicable to such licenses shall apply hereto as fully and effectually as if the same had been set out herein at length.

In witness whereof the Commissioner of Crown Lands, on behalf of the Land Board of the Otago Land District, hath hereunto set his hand, this first day of March, 1929.

ALLAN STEWARD CAMBRIDGE, the above-named licensee, hereby accept this license on the conditions specified therein.

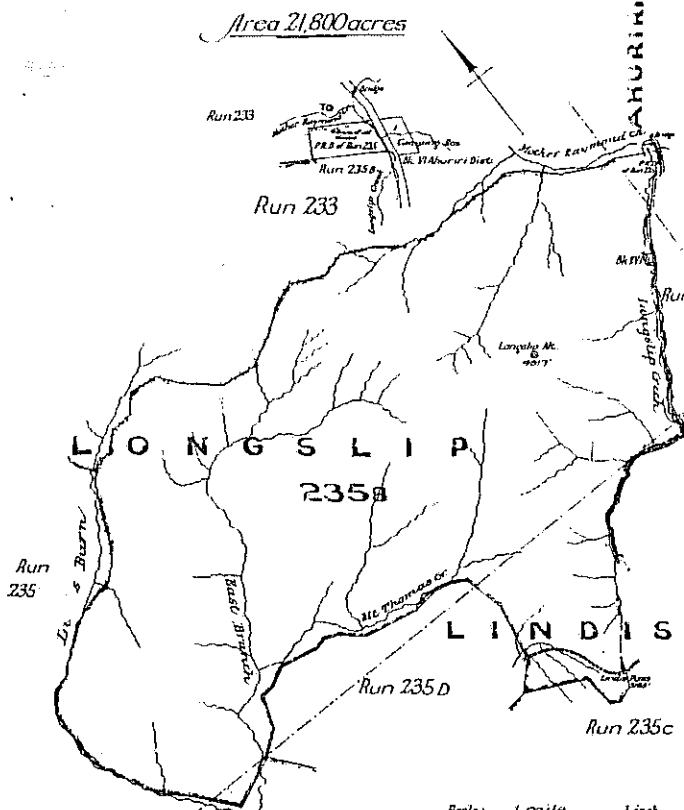
Commissioner of Crown Lands.

Signature of Allan Steward Cambridge

Signature of Commissioner of Crown Lands

Date: 1929

Scale: 1 mile = 1 inch.



Signature of Allan Steward Cambridge

SONFI KMOUO JO BIKOISSIARAO

The Land Board of the Otago Land District has this day consented to the MORTGAGE of the within-written License from ALLAN STEWARD CAMBRIDGE of menzies, Auckland, Sheep-farmer, to THE NEW ZEALAND LOAN AND MERCANTILE AGENCY COMPANY LIMITED.

Dated at Dunedin this 13th day of October, 1927.

DISCHARGED

Commissioner of Crown Lands.

The above mortgage is carried down from Part of License N. 107 in terms of Section 66 (c) of The Land Act, 1924.

A notice of the discharge of the mortgage from Allan Steward Cambridge the New Zealand Loan and Mercantile Agency Company Limited has been received and such notice has been entered in the books of this Department dated at Dunedin this 13th day of February 1927.

Signature of Commissioner

PASTURAGE LICENSE

ALLAN STEWARD CAMBRIDGE

COMMISSIONER OF CROWN LANDS

Date 1st March, 1929

337/60

The Land Board of the Otago Land District has this day consented to the mortgage of the within-written license from Allan Steward Cambridge to the New Zealand Loan and Mercantile Agency Company Limited dated at Dunedin this 13th day of February 1927.

Whereas the Land Board of the Otago Land District has this day consented to the mortgage of the within-written license from Allan Steward Cambridge to the New Zealand Loan and Mercantile Agency Company Limited dated at Dunedin this 13th day of February 1927.

Order of Court of Review affecting the within-written license and mortgage N. 116 produced this 24th day of August 1927.

X 21871. Agreement pursuant to Section 3 of the Electricity Amendment Act 1928, produced 21st December 1929 at 1:56 p.m.

272646 In and mortgage, situated at Know - on New 732 Blocks II, III & IV, Lincks SD, Block W.

X 19047 Memorandum of Variation of the covenants conditions and restrictions contained or implied in within lease produced 16th August 1927 at 11:52 a.m.

Transfer 204822. Property May Aubrey with East - 16/11/24 at 12:25 p.m. produced 15th August 1927 at 11:15 a.m.



From: LAND INFORMATION DUNEDIN

+64 3 474 5108

20/02/2002 13:02 #769 P.001/016

ODE SIF Request Mailed Copy			
Document Type	Documents	Request Id	40976
Reference Number	352758	User Id	dabercrombledu
Land District	Otago	Request Date	19/02/2002 09:43:44
Method of Delivery	Fax	Client Reference	dabercrombledu
Requested By		Status	Pending
<input type="checkbox"/> Certified Copy			
Comments	Brest Hill		
Delivery Details:			
Firm	Abercrombie & Assoc Ltd		
Primary Contact	Mr David Abercrombie		
Street	P O Box 5056		
Town	Dunedin		
Country	New Zealand		
Postcode	9001		
Fax Number	03 471 9455		
Fees...	OK	Cancel	

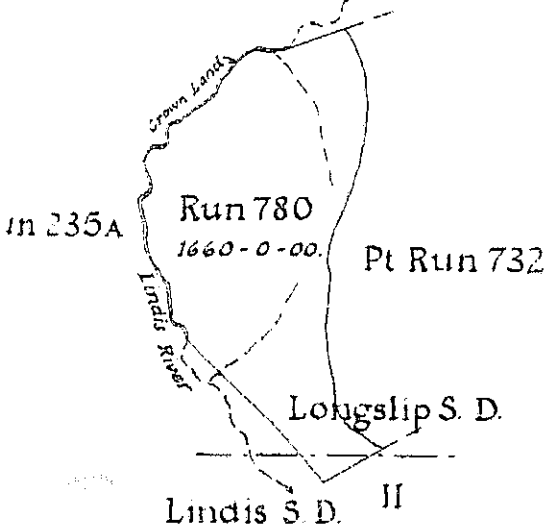
L. & S.-D. 6

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 (Hecree) from HER MAJESTY THE QUEEN to ERIC JAMES GOODGER and BRYAN GEORGE GOODGER, both of Tarara, farmers as tenants in common in equal shares



registered in Pastoral Lease

Vol. 386 , folio 122 , Otago Land Registry.

Scale: 60 chains to an inch.

S.O. 16902

This is to certify that on the fourteenth day of October 1969 the area of land included in the abovementioned lease was altered by the incorporation therein of the land described in the Schedule hereto and shown red in outline on the plan drawn hereon. Consequent on the increase in area aforesaid the annual rent was increased on the same date to \$257.00, and the stock limitation increased to 3,500 sheep (including not more than 990 ewes) and 40 cows.

SCHEDULE

Run 780, Block II, Lindis and Longslip Survey Districts
Area : 1,660 acres, more or less.

As witness my hand, this 17th day of March 1979,

Assistant Commissioner of Crown Lands

From: LAND INFORMATION DUNEDIN

+64 3 474 5108

20/02/2002 13:07 #769 P.009/016

ODE 515 Request Manual Copy	
Document Type: <input type="text" value="Manual Copy"/>	Request Id: 40872
Reference Number: 710096.1	User Id: daber Crombledu
Land District: Dtago	Request Date: 15/02/2002 08:41:15
Method of Delivery: Fax	Client Reference: daber Crombledu
Requested By:	Status: Pending
<input type="checkbox"/> Certified Copy	
Comments:	Brest Hill
Delivery Details	
Firm:	Abercrombie & Assoc Ltd
Primary Contact:	Mr David Abercrombie
Street:	P O Box 5055
Town:	Dunedin
County:	New Zealand
Postcode:	9001
Fax Number:	03 471 9455
Fees:	OK Cancel

From: LAND INFORMATION DUNEDIN

+64 3 474 5108

20/02/2002 13:08 #768 P.010/016

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, GARRY RAYMOND PATRICK of Dunedin, 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 -

- . AUCKLAND (North Auckland Registry) and there numbered B578573
- . BLENHEIM (Marlborough Registry) and there numbered 136439
- . CHRISTCHURCH (Canterbury Registry) and there numbered 686366/2
- . DUNEDIN (Otago Registry) and there numbered 681189/1
- . GISBORNE (Poverty Bay Registry) and there numbered 167089.2
- . HAMILTON (South Auckland Registry) and there numbered H734/77
- . HOKITIKA (Westland Registry) and there numbered 076748
- . INVERCARGILL (Southland Registry) and there numbered 141782
- . NAPIER (Hawkes Bay Registry) and there numbered 478751.2
- . NELSON (Nelson Registry) and there numbered 269962.1
- . NEW PLYMOUTH (Taranaki Registry) and there numbered 341775
- . WELLINGTON (Wellington Registry) and there numbered 860782.2

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 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 Dunedin
this 14th day of July
1988

)
)
)



From: LAND INFORMATION DUNEDIN

+64 3 474 5108

20/02/2002 13:09 #769 P.011/016

MEMORANDUM OF PARTIAL SURRENDER

~~IN THE MATTER of the Land Transfer Act 1952~~

AND

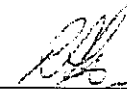
IN THE MATTER of the Land Act 1948 and its Amendments

AND

IN THE MATTER of Pastoral Lease No 216 under the Land Act 1948 of ALL that piece of land situated in the Otago Land District containing 8977.9510 hectares more or less being Run 235A Longslip, Lindis, Mid Hawea and Lower Hawea Survey Districts and Run 780 Block II Lindis and Longslip Survey Districts and being the whole of land comprised and described in the aforesaid Pastoral Lease recorded in Register Book Vol 386 Folio 122

WE SSELL STEWART EMMERSON of Tarras Farmer ($\frac{1}{2}$ share) and the said RUSSELL STEWART EMMERSON JEANETTE EMMERSON his wife and the TRUSTEES EXECUTORS AND AGENCY COMPANY OF NEW ZEALAND LIMITED a company incorporated under the Joint-Stock Companies Act 1866 and having its registered office in Dunedin ($\frac{1}{2}$ share) and the said Jeanette Emmerson ($\frac{1}{2}$ share) as tenants in common in equal shares the Lessees under the above mentioned lease DO HEREBY SURRENDER in terms of Section 145 of the Land Act 1948 all our estate and interest as such lessees in all that piece of land containing 160 hectares more or less being ^{P+}Run 235A Longslip, Lindis, Mid Hawea and Lower Hawea Sur Districts AND WE AGREE AND DECLARE THAT all and singular the covenants conditions and agreements of the said recited 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 AND WE HEREBY FURTHER AGREE AND DECLARE that the said surrender shall take effect from the 31st day of December 1984.

SIGNED by the said RUSSELL STEWART EMMERSON Lessee in the presence of:



Lessee

Witness: _____

Occupation: _____

Address: _____

From: LAND INFORMATION DUNEDIN

+64 3 474 5108

20/02/2002 13:10 #769 P.012/016

SIGNED by the said JEANETTE

EMMERSON Lessee in the

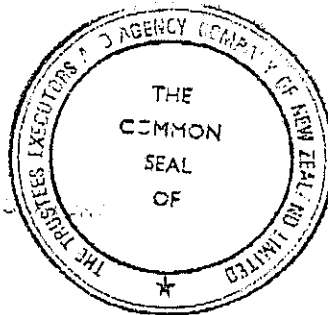
presence of:

[Signature]
Lessee

Witness:

Occupation:

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



[Signature]
AUTHORIZED SIGNATORY
Authorized Signatory

~~SURRENDER ACCEPTED for and on behalf of Her Majesty the Queen as Lessor~~

~~SIGNED by the Assistant Commissioner~~

~~of Crown Lands for the Otago Land~~

~~District in the presence of:~~

~~Assistant Commissioner of Crown Lands~~

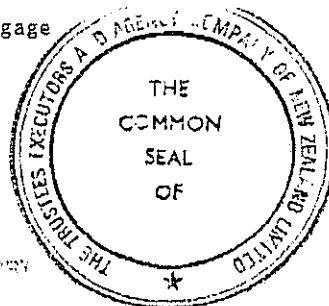
~~Witness:~~

~~Occupation:~~

~~Address:~~

The TRUSTEES EXECUTORS AND AGENCY COMPANY OF NEW ZEALAND LIMITED as Mortgagee under and by virtue of Memorandum of Mortgage No 532484/2 DO HEREBY CONSENT to the aforesaid surrender BUT WITHOUT PREJUDICE to its rights powers and remedies otherwise under or in respect of the said Mortgage

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



[Signature]
AUTHORIZED SIGNATORY

From: LAND INFORMATION DUNEDIN

+64 3 474 5108

20/02/2002 13:10 #769 P.013/016

THE RURAL BANKING AND FINANCE CORPORATION OF NEW ZEALAND as Mortgagee under and by virtue of Memoranda of Mortgage Nos 544458/2 and 639189/6 DOES HEREBY CONSENT to the aforesaid surrender BUT WITHOUT PREJUDICE to its rights powers and remedies otherwise under or in respect of the said Mortgage

SIGNED for and on behalf of the RURAL BANKING AND FINANCE CORPORATION OF NEW ZEALAND by
John Alexander Bennett

acting under the authority of the said Corporation pursuant to Section 16 of the Rural Banking and Finance corporation Act 1974 in the presence of:

Witness: [Signature]
Occupation: LEGAL CLERK
Address: RURAL BANKING AND FINANCE CORP OF NZ DUNEDIN

The OTAGO CATCHMENT BOARD by virtue of Agreement 598676 under the Soil Conservation and Rivers Control Act 1941 DOES HEREBY CONSENT to the aforesaid surrender BUT WITHOUT PREJUDICE to its rights powers and remedies otherwise under or in respect of the said agreement.

Signed by
in the presence of

[Signature]
Secretary
For and on behalf of
OTAGO CATCHMENT BOARD

Witness: J.P. Crocker
Address: 31 Dairymale St Dunedin
Occupation: Deputy Accountant

We CLIFFORD ARTHUR EGGELING AND JEAN EGGELING as Mortgagee under and by virtue of Memoranda of Mortgage No 684264 DO HEREBY CONSENT to the aforesaid surrender BUT WITHOUT PREJUDICE to our rights powers and remedies otherwise under or in respect of the said Mortgage.

Signed by
in the presence of
Witness:

From: LAND INFORMATION DUNEDIN

+64 3 474 5108

20/02/2002 13:11 #769 P.014/016

Signed by C A Eggeling and J Eggeling)

in presence of:)

Witness:)

Occupation:)

Address:)

C A Eggeling
C A Eggeling

J Eggeling
J Eggeling

SURRENDER ACCEPTED for and on behalf of HER MAJESTY THE QUEEN as Lessor

SIGNED for and on behalf of)

HER MAJESTY THE QUEEN pursuant to)

a Deed lodged with the District Land)

Registrar as No 681189/2 by)

LAND CORPORATION LIMITED)

by its Attorney)

GARRY RAYMOND PATRICK)

in the presence of:)

Witness:)

Occupation:)

Address:)

LAND CORPORATION LIMITED
by its Attorney

[Signature]

Handwritten notes:
M. [unclear]
[unclear]

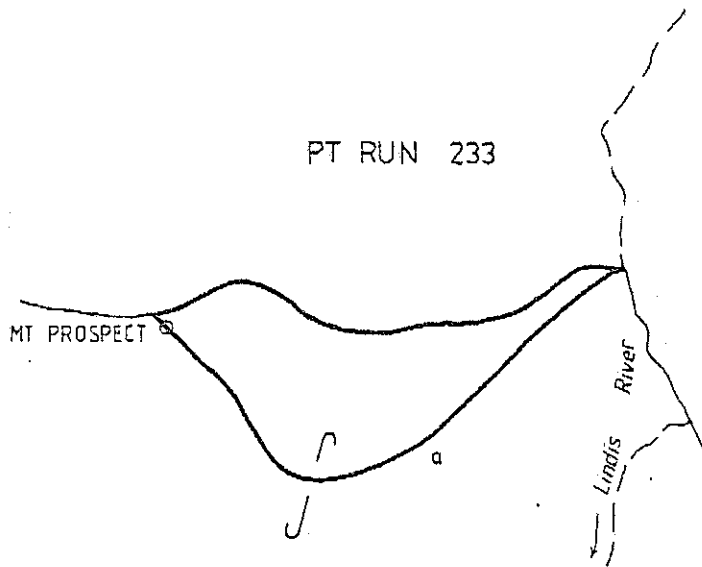
~~Correct for the purposes of the Land Transfer Act~~

~~Property Office Land Corporation Limited~~

From: LAND INFORMATION DUNEDIN

+64 3 474 5108

20/02/2002 13:11 #769 P.015/016



RUN 235A

a - Main Ridge From Lindis River To Mt Prospect.

Scale 1:40 000 approx

Area : 160 ha

From: LAND INFORMATION DUNEDIN

+64 3 474 5108

20/02/2002 15:12 #769 P.016/016

The further land is
 now included with
 Plan 233 CT 338/371
 Bonaparte
 the ~~base~~ ^{base} rate 71008/3
 [Signature]
 24/8/88

MMP_0015404


10.26 24.AUG 89 71008
 PARTICULARS ENTERED IN REGISTRY
 LAND REGISTRY
 [Signature]
 CT 338/371
 [Circular Stamp]

From: LAND INFORMATION DUNEDIN

+64 3 474 5103

20/02/2002 13:04 #769 P.004/016

LDE - S15 - Request Manual Copy	
Document Type	<input type="text" value="Information"/> Request Id
Reference Number	<input type="text" value="710086.4"/> User Id
Land District	<input type="text" value="Otago"/> Request Date
Method of Delivery	<input type="text" value="Fax"/> Client Reference
Requested By	Status
<input type="checkbox"/> Certified Copy	<input type="text" value="Pending"/>
Comments	<input type="text" value="Brest Hill"/>
Delivery Details	
Firm	<input type="text" value="Abercrombie & Assoc Ltd"/>
Primary Contact	<input type="text" value="Mr David Abercrombie"/>
Street	<input type="text" value="P.O. Box 5056"/>
Town	<input type="text" value="Dunedin"/>
Country	<input type="text" value="New Zealand"/>
Postcode	<input type="text" value="9001"/>
Fax Number	<input type="text" value="03 471 9455"/>
<input type="button" value="Fees..."/>	<input type="button" value="OK..."/> <input type="button" value="Cancel"/>

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, GARRY RAYMOND PATRICK of Dunedin, 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 -

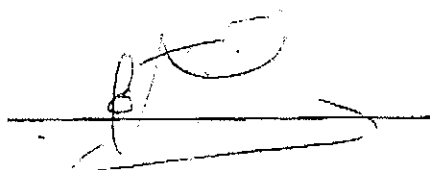
- AUCKLAND (North Auckland Registry) and there numbered B678573
- BLLENHEIM (Marlborough Registry) and there numbered 136439
- CHRISTCHURCH (Canterbury Registry) and there numbered 686366/2
- DUNEDIN (Otago Registry) and there numbered 681189/1
- GISBORNE (Poverty Bay Registry) and there numbered 167089.2
- HAMILTON (South Auckland Registry) and there numbered H734777
- HOKITIKA (Westland Registry) and there numbered 076748
- INVERCARGILL (Southland Registry) and there numbered 141782
- NAPIER (Hawkes Bay Registry) and there numbered 478751.2
- NELSON (Nelson Registry) and there numbered 269962.1
- NEW PLYMOUTH (Taranaki Registry) and there numbered 341775
- WELLINGTON (Wellington Registry) and there numbered 860782.2

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 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.

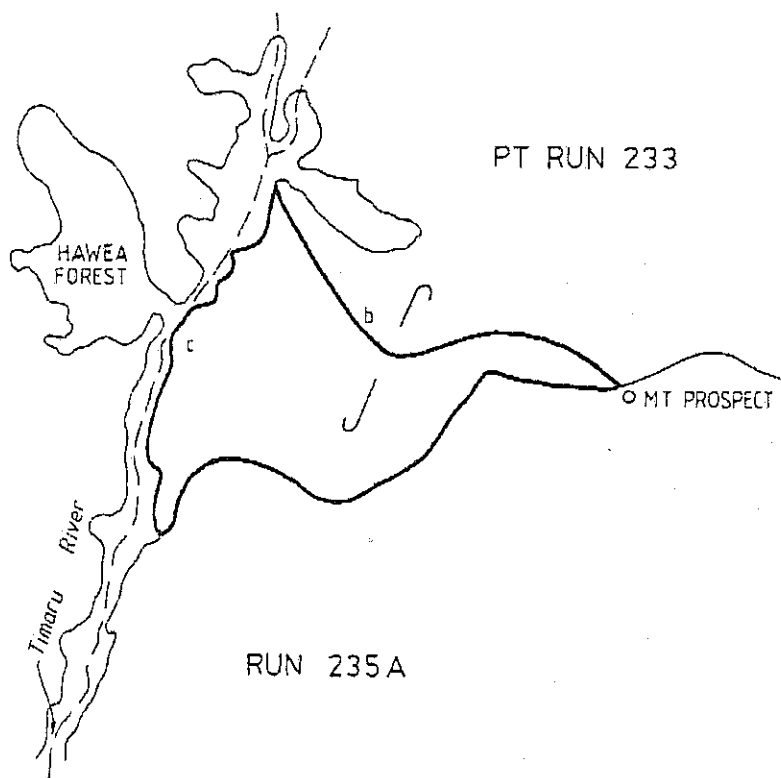
SIGNED at *Dunedin*
this *14th* day of *July*
1988



From: LAND INFORMATION DUNEDIN

+64 3 474 5108

20/02/2002 13:06 #769 P.006/016



- b - Main Ridge From Timaru River To Mt Prospect.
- c - Bush Edge.

Scale 1:40 000 approx

Area : 230 ha

From: LAND INFORMATION DUNEDIN

+64 3 474 5108

20/02/2002 13:06 #769 P.007/016

L. & S.-B. 6

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/~~lease~~ from HER MAJESTY THE QUEEN to Russel Stewart Emmerson of Tarras Farmer ($\frac{1}{2}$ share) and the said Russel Stewart Emmerson, Jeanette Emmerson his wife and the Trustees Executors and Agency Company of New Zealand Limited a company incorporated under the Joint-Stock Companies Act 1866 and having its registered office in Dunedin ($\frac{1}{2}$ share) as tenants in common in equal shares

and the said Jeanette Emmerson ($\frac{1}{2}$ share)

registered in Register Book Vol 386, folio 122 Otago Land Registry.

This is to certify

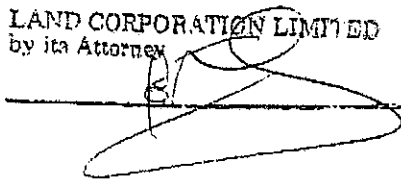
that with effect on the 1st day of January 1985 the land described in the schedule hereto is incorporated into the aforesaid lease with no alteration to the annual rent.

SCHEDULE

Part Run 233 situated in Longslip Survey District containing by admeasurement 230 hectares more or less.

SIGNED for and on behalf of HER MAJESTY THE QUEEN pursuant to a Deed lodged with the District Land Registrar as No. 681189/2 by LAND CORPORATION LIMITED by its Attorney GARRY RAYMOND PATRICK in the presence of

LAND CORPORATION LIMITED by its Attorney



Witness: [Signature]
Occupation: Property Officer Landcorp
Address: Dunedin

as witness my hand, this 14th day of July 1983

From: LAND INFORMATION DUNEDIN

+64 3 474 5108

20/02/2002 13:07 #769 P.008/016

CERTIFICATE OF ALTERATION

HER MAJESTY THE QUEEN { Lessor.
Licensor.

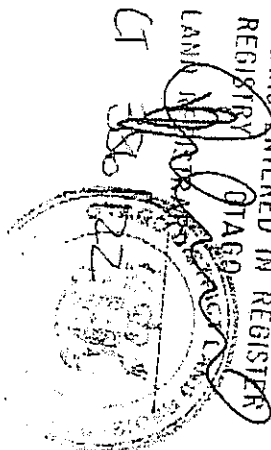
RUSSEL STEWART EMMERSON
JEANETTE EMMERSON and the { Lessees
TRUSTEES EXECUTORS AND AGENCY Licensee.
COMPANY OF NEW ZEALAND LIMITED



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

District
Assistant Land Registrar of the District of

10 26 24 AUG 88 710086/4
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY OTAGO
ASST LAND REGISTRAR



SCHEDULE

NORTH AUCKLAND LAND DISTRICT

piece of land containing 1625 square metres, situated in the City of Mount Albert, and being part Lot 4, D.P. (part Gazette Notice No. A508365); as shown on plan 1148, lodged in the office of the Chief Surveyor at Wellington, and thereon marked "B",

at Wellington this 11th day of October 1978.

W. L. YOUNG, Minister of Works and Development.

(N.Z.R. L.O. 20953/292) (3)

Land Acquired for a Government Work and Required for That Purpose to be Crown Land in Tairāwhiti County

to section 35 of the Public Works Act 1928, the Minister of Works and Development hereby declares the land described in the Schedule hereto to be Crown land, from the Land Act 1948, as from the 30th day of November 1978.

SCHEDULE

SOUTH AUCKLAND LAND DISTRICT

piece of land containing 305 square metres, being in Block II, Tapapa East Survey District; as shown on plan S.O. 48437, lodged in the office of the Chief Surveyor at Hamilton, and thereon marked "Q".

at Wellington this 11th day of October 1978.

W. L. YOUNG, Minister of Works and Development.

(N.Z.R. L.O. 72/29/3A/0; Hn. D.O. 72/29/3A/02)

Land Taken for a Government Work (Railway Purposes) at Pukehina and Not Now Required for That Purpose to be Crown Land

to section 35 of the Public Works Act 1928, the Minister of Railways hereby declares the land described in the Schedule hereto to be Crown land, subject to the Land Act 1948, as from the 4th day of December 1978.

SCHEDULE

SOUTH AUCKLAND LAND DISTRICT—TAURANGA COUNTY

that piece of land described as follows:

Railway land being

Formerly Crown Land, being the balance of the land comprised and described in *Gazette*, 1956, p. 1071, Proc. S. 110125.

in Block II, Waihi South Survey District.

As the same is more particularly delineated on the plan marked L.O. 30548 (S.O. 49432) deposited in the office of the Minister of Railways at Wellington and thereon marked B.

at Wellington this 20th day of November 1978.

COLIN McLACHLAN, Minister of Railways.

(N.Z.R. L.O. 20213/113) (2)

Land Taken for a Government Work (Better Location) at Manor Park, Now Set Apart for Railway Purposes

to section 25 of the Public Works Act 1928, the Minister of Railways hereby declares that the land described in the Schedule hereto is hereby set apart, subject to middle Proclamation No. 3923, for railway purposes on and from the 4th day of December 1978.

SCHEDULE

WELLINGTON LAND DISTRICT—HUTT COUNTY

that piece of land described as follows:

Being

Part Lot 2, D.P. 5786, being part of the land firstly comprised and described in *Gazette*, 1950, p. 146, Proclamation 4144, coloured yellow on plan.

located in Block IV, Belmont Survey District.

As the same is more particularly delineated on the plan marked L.O. 19094 (S.O. 25433) deposited in the office of the Minister of Railways at Wellington and thereon coloured as above-mentioned.

Dated at Wellington this 20th day of November 1978.

COLIN McLACHLAN, Minister of Railways.

(N.Z.R. L.O. 20953/292) (3)

Declaring Land Taken for a Government Work (Railway Purposes) at Pukehina and Not Now Required for That Purpose to be Crown Land.

PURSUANT to section 35 of the Public Works Act 1928, the Minister of Railways hereby declares the land described in the Schedule hereto to be Crown land, subject to the Land Act 1948, as from the 4th day of December 1978.

SCHEDULE

SOUTH AUCKLAND LAND DISTRICT—TAURANGA COUNTY

ALL that piece of land described as follows:

Area

m²

Railway land being

1423 Formerly Crown Land, being part of the land comprised and described in *Gazette*, 1956, p. 1071, Proc. S. 110125.

Situated in Block II, Waihi South Survey District.

As the same is more particularly delineated on the plan marked L.O. 30548 (S.O. 49432) deposited in the office of the Minister of Railways at Wellington and thereon marked A.

Dated at Wellington this 20th day of November 1978.

COLIN McLACHLAN, Minister of Railways.

(N.Z.R. L.O. 20213/113) (1)

State Forests Set Apart as Open Indigenous State Forests

PURSUANT to section 63D of the Forests Act 1949, (as substituted by section 19 of the Forests Amendment Act 1976) I, Venn Spearman Young, Minister of Forests, hereby set apart the following State forests in the Canterbury Conservancy of the New Zealand Forest Service as open indigenous State forests for the purpose of public recreation from the date of publication hereof, PROVIDED that all or part of any such open indigenous State Forest may be closed by the Conservator of Forests for the Canterbury Conservancy in times of danger from fire or forest operations, such closures and their durations to be notified by advertisement in at least one daily newspaper circulating in the locality of the forest concerned and/or by signposts erected alongside the forest or part of forest being closed:

Round Hill State Forest, situated in the Mackenzie County;
Alford State Forest, situated in the Ashburton County;
Rakaia State Forest, situated in the Ashburton County;
Lawrence State Forest, situated in the Ashburton County;
Clyde State Forest, situated in the Ashburton County;
Havelock State Forest, situated in the Ashburton County;
Oxford State Forest, situated in the Oxford County;
Thirteen Mile Bush State Forest, part situated in the Oxford County, part in the Malvern County;
Puketeraki State Forest, part situated in the Oxford County, part in the Ashley County;
Rockwood State Forest, situated in the Malvern County;
Wilberforce State Forest, situated in the Malvern County;
Mount Fyffe State Forest, situated in the Kaikoura County;
Waiiau State Forest, situated in the Amuri County;
Seaward State Forest, situated in the Waipara County;
Lochinvar State Forest, situated in the Tawera County;
Torlesse State Forest, situated in the Tawera County;
Kowai State Forest, situated in the Tawera County;
Broken River State Forest, situated in the Tawera County;
Bealey State Forest, situated in the Tawera County; and
Hook State Forest, situated in the Waimate County.

Dated at Wellington this 29th day of November 1978.

VENN YOUNG, Minister of Forests.

(F.S. 9/0/15)

State Forests Set Apart as Open Indigenous State Forests

PURSUANT to section 63D of the Forests Act 1949, (as substituted by section 19 of the Forests Amendment Act 1976) I, Venn Spearman Young, Minister of Forests, hereby set apart the following State forests in the Rotorua Conservancy of the New Zealand Forest Service as open indigenous State forests for the purpose of public recreation from the date of publication hereof, PROVIDED that all or part of any such open indigenous State Forest may be closed by the Conservator of Forests for the Rotorua Conservancy in times of danger from fire or forest operations, such closures and their durations to be notified by advertisement in at least one daily newspaper circulating in the locality of the forest concerned and/or by signposts erected alongside the forest or part of forest being closed:

Rotoma State Forest, situated in the Whakatane County;
Awakeri State Forest, situated in the Whakatane County;
Otanewainuku State Forest, situated in the Tauranga County;
Urutawa State Forest, situated in the Opotiki County;
Waikareiti State Forest, part situated in the Waikohu County, part in the Wairoa County;
Maungatahoe State Forest, situated in the Wairoa County;
Wharekopae State Forest, situated in the Waikohu County; and
Moanui State Forest, situated in the Waikohu County.

Dated at Wellington this 29th day of November 1978.

VENN YOUNG, Minister of Forests.

(F.S. 9/0/15)

State Forests Set Apart as Open Indigenous State Forests

PURSUANT to section 63D of the Forests Act 1949, (as substituted by section 19 of the Forests Amendment Act 1976) I, Venn Spearman Young, Minister of Forests, hereby set apart the following State forests in the Southland Conservancy of the New Zealand Forest Service as open indigenous State forests for the purpose of public recreation from the date of publication hereof, PROVIDED that all or part of any such open indigenous State Forest may be closed by the Conservator of Forests for the Southland Conservancy in times of danger from fire or forest operations, such closures and their durations to be notified by advertisement in at least one daily newspaper circulating in the locality of the forest concerned and/or by signposts erected alongside the forest or part of forest being closed:

Ahuriri State Forest, situated in the Waitaki County;
Hawea State Forest, situated in the Vincent County;
Hunter State Forest, situated in the Vincent County;
Stafford State Forest, situated in the Vincent County;
Kerrow State Forest, situated in the Vincent County;
Martin's Bay State Forest, situated in the Lake County;
Olivine State Forest, situated in the Lake County;
Arawhata State Forest, situated in the Lake County;
Wakatipu State Forest, situated in the Lake County;
Von State Forest, situated in the Lake County;
Matukituki State Forest, situated in the Lake County;
Makarora State Forest, situated in the Lake County;
Takitimu State Forest, situated in the Wallace County;
Blackmount State Forest, situated in the Wallace County;
Taylor's State Forest, situated in the Wallace County;
Mangapiri State Forest, situated in the Wallace County;
Dean State Forest, situated in the Wallace County;
Waikoau State Forest, situated in the Wallace County;
Waitutu State Forest, part situated in the Fiord County, part in the Wallace County;
Blackhill State Forest, situated in the Southland County;
Argyle State Forest, situated in the Southland County;
Waikaia State Forest, situated in the Southland County;
West Dome State Forest, situated in the Southland County;
The Cone State Forest, situated in the Southland County;
Otapiri State Forest, situated in the Southland County;
Purakaunui State Forest, situated in the Clutha County;
and Stewart Island State Forest, situated in the Stewart Island County.

Dated at Wellington this 29th day of November 1978.

VENN YOUNG, Minister of Forests.

(F.S. 9/0/15)

State Forests Set Apart as Open Indigenous State Forests

PURSUANT to section 63D of the Forests Act 1949, (as substituted by section 19 of the Forests Amendment Act 1976) I, Venn Spearman Young, Minister of Forests, hereby set apart the following State forests in the Nelson Conservancy of the New Zealand Forest Service as open indigenous State forests for the purpose of public recreation from the date of publication hereof, PROVIDED that all or part of any such open indigenous State Forest may be closed by the Conservator of Forests for the Nelson Conservancy in times of danger from fire or forest operations, such closures and their durations to be notified by advertisement in at least one daily newspaper circulating in the locality of the forest concerned and/or by signposts erected alongside the forest or part of forest being closed:

Mount Robertson State Forest, situated in the Marlborough County;
Queen Charlotte State Forest, situated in the Marlborough County;
Uruli Bay State Forest, situated in the Marlborough County;
Ocean Bay State Forest, situated in the Marlborough County;
Mount Stokes State Forest, situated in the Marlborough County;
Mount Frederick State Forest, situated in the Buller County; and
Maimai State Forest, situated in the Inangahua County;

AND I hereby set apart the following State forests in the Nelson Conservancy of the New Zealand Forest Service as open indigenous State forests except those areas signposted within which from time to time logging operations are being conducted:

Big Bush State Forest, situated in the Waimea County;
Matiri State Forest, situated in the Waimea County;
Howard State Forest, situated in the Waimea County;
Tulaki State Forest, situated in the Waimea County;
Matakitaki State Forest, situated in the Waimea County;
Owen State Forest, situated in the Waimea County;
Orikaka State Forest, situated in the Buller County;
Mokihinui State Forest, situated in the Buller County;
Ohikanui State Forest, situated in the Buller County;
Charleston State Forest, situated in the Buller County;
Maruia State Forest, part situated in the Inangahua County, part in the Waimea County;
Waitahu State Forest, situated in the Inangahua County;
Inangahua West State Forest, situated in the Inangahua County;
Inangahua East State Forest, part situated in the Inangahua County, part in the Buller County;
Hukawai State Forest, situated in the Inangahua County;
Tawhai State Forest, situated in the Inangahua County; and
Rainbow State Forest, situated in the Marlborough County.

Dated at Wellington this 29th day of November 1978.

VENN YOUNG, Minister of Forests.

(F.S. 9/0/15)

State Forests Set Apart as Open Indigenous State Forests

PURSUANT to section 63D of the Forests Act 1949, (as substituted by section 19 of the Forests Amendment Act 1976) I, Venn Spearman Young, Minister of Forests, hereby set apart the following State forests in the Wellington Conservancy of the New Zealand Forest Service as open indigenous State forests for the purpose of public recreation from the date of publication hereof, PROVIDED that all or part of any such open indigenous State Forest may be closed by the Conservator of Forests for the Wellington Conservancy in times of danger from fire or forest operations, such closures and their durations to be notified by advertisement in at least one daily newspaper circulating in the locality of the forest concerned and/or by signposts erected alongside the forest or part of forest being closed:

Kakara State Forest, situated in the Waitomo County;
Kara State Forest, situated in the Taumarunui County;
Retaruke State Forest, situated in the Taumarunui County;
Panirau State Forest, part situated in the Taumarunui County, part in the Waitomo County;
Waitewhena State Forest, part situated in the Taumarunui County, part in the Waitomo County;
Whitecliffs State Forest, situated in the Clifton County;
Mount Messenger State Forest, situated in the Clifton County;
Mount Roa State Forest, situated in the Clifton County;
Rerckino State Forest, situated in the Clifton County;