

## **Crown Pastoral Land Tenure Review**

**Lease name : CAMDEN**

**Lease number : PM 028**

### **Due Diligence Report (including Status Report) - Part 7**

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**

28262

*Proclamation*

PARTICULARS ENTERED IN REGISTER-BOOK

VOL. *38/130 + Proc, 27363*

THIS *27<sup>th</sup>* DAY OF *January* 1958



*P. H. H. H.*  
DISTRICT LAND REGISTRAR  
MARLBOROUGH

Extract from *N.Z. Gazette*, 9 January 1958, No. 2, page 12

*Road Closed in Block XXIV, Hodder Survey District, Awarere County, and Previous Proclamation Revoked as to Part*

COBHAM, Governor-General  
A PROCLAMATION

PURSUANT to the Public Works Act 1928 and section 29 of the Public Works Amendment Act 1948, I, Charles John, Viscount Cobham, the Governor-General of New Zealand, hereby ~~revoke the Proclamation dated the 1st day of July 1957, published in *Gazette*, 4 July 1957, No. 48, page 1247, and deposited in the Land Registry Office at Blenheim as No. 27361, closing road in Blocks XIX, XXIV, and XXV, Hodder Survey District, Awarere County, in so far as it affects the area of 1 acre 2 roods 32 perches, thirdly described in the Schedule thereto, and hereby proclaim as closed the road described in the Schedule hereto.~~

SCHEDULE

ALL that piece of road in the Marlborough Land District containing 1 acre and 32 perches, situated in Block XXIV, Hodder Survey District, Marlborough R.D., adjoining or passing through part Small Grazing Run 194; as the same is more particularly delineated on the plan marked P.W.D. 153697 (S.O. 4291) deposited in the office of the Minister of Works at Wellington, and thereon coloured green.

Given under the hand of His Excellency the Governor-General, and issued under the Seal of New Zealand, this 20th day of December 1957.

[L.S.]

H. WATT, Minister of Works.

GOD SAVE THE QUEEN!

823  
(P.W. 42/832; D.O. 15/112)

R. E. OWEN, Government Printer, Wellington, New Zealand.

37912

*Change of Appellation*

PARTICULARS ENTERED ON REGISTER BOOK

*Doc 37220, 37225, 37120, 37906, 131911*  
VOL. 46/127, 194, 196, 201

THIS 8<sup>th</sup> DAY OF August 1962

at N. Han

*J.P. O'Connor*  
DISTRICT LAND REGISTRAR  
MARLBOROUGH



*38500 Gazette Notice setting apart  
Sections 1 Block IX and 1 Block X in  
Survey District as scenic reserve  
produced 30.10.1962 u. 11.16*

*J.P. O'Connor*  
D.L.R.

97790 Gazette Notice declaring Section 1 Block IX and Section 1 Block X, Tapuaenuku Survey District to be classified as a reserve for scenic purposes, subject to the provisions of Section 19 (1)(a) of the Reserves Act, 1977 - 19.2.1980 at 10.250'c

A.L.R.

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L. & S.-C. 11

# ALTERATION TO BE NOTED

FILE:  $\frac{8}{5}$  117

Lease/Licence No.'s P.5, P.20, O.16, P.9 C.T. 46/177, 46/201, 46/196, 46/194  
 Lessee/Licensee: Messrs. J.A. Chaffey and J.R. & J.G. Murray, Mr T.T. Van Asch, Mr A.L. Rutherford, Mr I.H. Cameron

Description of Land: Run 121, Run 216, Run 210, Run 207, Crown Land, Lot 1 (D.P. 2316)

52,000a. Or. 00p.  
 23,700a. Or. 00p.  
 Area: 9,700a. Or. 00p.  
 19,450a. Or. 00p.  
 953a. 3r. 00p.  
 676a. 1r. 00p.

Rating Authorities: Awatere and Kaikoura Counties

| Full Details of Alteration   | Reason and Authority for Alteration  |
|--|--|
| <p><u>Old Descriptions:</u><br/>                     ✓ Pt. Run 121 - Blks IX &amp; X, Tapuaenuku S.D. 46/177<br/>                     Area 2600 acres.<br/>                     ✓ Pt. Run 216 - Blk IX, Tapuaenuku S.D. 46/201<br/>                     Area 430 acres.<br/>                     ✓ Pt. Run 210 - Blks IX &amp; X, Tapuaenuku S.D. 46/196<br/>                     Area 300 acres.<br/>                     ✓ Pt. Run 207 - Blks V, VI, IX &amp; X, Tapuaenuku S.D. 46/194<br/>                     Area 435 acres.<br/>                     Lot 1, (D.P. 2316) <i>vacant crown land</i><br/>                     Area 676a. 1r. 00p.<br/>                     Crown Land, Blks VI, IX &amp; X, Tapuaenuku S.D.<br/>                     Area 953a. 3r. 00p.<br/>                     0 - 0 - 0</p> | <p>After partial surrenders, and transfer to the Crown, the vacant Crown Land is to be redescribed for gazettal purposes.</p>  |
| <p><u>New Description:</u><br/>                     Section 1, Block IX, Tapuaenuku S.D.<br/>                     (formerly Pt. Runs 121, 210, 207 &amp; Crown Land, Blks IX &amp; X, Tapuaenuku S.D., Pt. Run 216, Blk IX, Tapuaenuku S.D.)<br/>                     Area: 1420 acres.</p>  | <p>121 46/177.<br/>                     210 46/196<br/>                     207 46/194<br/>                     216 46/201</p> |
| <p>Section 1, Block X, Tapuaenuku S.D.<br/>                     (formerly Pt. Run 121, Blks IX &amp; X, Tapuaenuku S.D. Pt. Run 207, Blks V &amp; VI, Tapuaenuku S.D., Crown Land, Blks VI &amp; X, Tapuaenuku S.D., Lot 1, D.P. 2316).<br/>                     Area: 4080 acres.</p>   | <p>121 46/177.<br/>                     207 46/194<br/>                     Lot 1 C/Land.</p>                                  |

Prepared by: G.F. Jenne Checked by: B.C. Wagner  
 Date: 2.5.62 Date: 2.5.62

Details of Action

ACTION REQUIRED:  
 LEASES: ACCOUNTS: TITLES: RECORDS:  
 G.13 / / Ledgers: / / Documents: / / File / /

38500

*Gazette Notice*

PARTICULARS ENTERED IN REGISTER-BOOK

VOL. *Section under and No 37912.*

THIS *30<sup>th</sup>* DAY OF *October* 19*82*

at *11.16 am* *G.P.O. Dunedin*



DISTRICT LAND REGISTRAR  
MARLBOROUGH

97790 Gazette Notice declaring the within reserve to be classified as a reserve for scenic purposes, subject to the provisions of Section 19 (1)(a) of the Reserves Act, 1977.-19.2.1980 at 10.250'c

*[Signature]*  
A.L.R.



Extract from *N.Z. Gazette*, 11 October 1962, No. 63, page 1678

*Reservation of Land*

PURSUANT to the Land Act 1948, the Minister of Lands hereby sets apart the land described in the Schedule hereto as a reserve for scenic purposes.

SCHEDULE

MARLBOROUGH LAND DISTRICT—TAUPUAENUKU SCENIC RESERVE  
SECTION 1, Block IX, and Section 1, Block X, Taupuaenuku  
Survey District: Area, 5,500 acres, more or less. (S.O. Plan  
4547.)

Dated at Wellington this 9th day of October 1962.

R. G. GERARD, Minister of Lands.

(L. and S. H.O. 4/1134; D.O. 13/125)

R. E. OYEN, Government Printer, Wellington, New Zealand.

No 3048. Transfer  
by way of exchange

The King  
to

The Assets Realisation Board

Particulars entered in Register  
Book Vol 13 fol 10 this  
13th December 1951



note

Plan in corner of Survey Room

Survey Room  
Division  
Blenheim

required.

has been stipulated on my plan

certificates

in the matter of "The Public Works  
Act 1894" and of the alteration  
of the name of the various Blocks  
in the District of the above  
Borough



(4)

DATED this 19th day of September 1905

George Horn

Secretary to the Awatere Road Board.

GIVEN under my hand and Seal of Office at the Town of  
Elenheim this 23<sup>rd</sup> day of November 1905

(Sgd)

J. Scott-Smith

Magistrate

(L.S.)

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| 16  |    | Bounding Sect 66   | (3) | " | " | "             | "             |
| 16  |    | Bounding Sects 63, to 65 & 76  | (4) | " | " | "             | "             |
| 2   | 0  | Intersecting Sect 47 of Sq 40  |     | " | " | Vl & XII      | "             |
| 2   | 16 | Bounding Sect 49 of Sq 40 to 52 of Sq 40 & intersecting Sect 49 of Sq 40 |     | " | " | Vll           | "             |
| 5   | 2  | 24 Bounding Sect 29  |     | " | " | "             | "             |
| 5   | 3  | 0 Bounding " 31  |     | " | " | LX            | "             |
| 11  | 0  | 0 Bounding " 17  |     | " | " | "             | "             |
| 101 | 2  | 28 Bounding under 27, 66 & 67  |     | " | " | "             | "             |
| 9   | 0  | 24 Bounding Sects 3 & 28   |     | " | " | XVI & LX      | Blue Mountain |
| 13  | 3  | 0 Intersecting Sect 13   |     | " | " | XVI           | Hodder        |
| 16  | 0  | 4 Bounding Sects 25 & 26   |     | " | " | "             | "             |
| 1   | 1  | 32 Bounding Sect 28  |     | " | " | XXI           | "             |
| 35  | 3  | 29 " " 22, 23, 24, 63 and 54   |     | " | " | "             | "             |
| 24  | 0  | 16 Bounding Sects 42 to 44 & intersecting Sects 42 to 45                 |     | " | " | XI            | Blue Mountain |
| 10  | 2  | 0 Bounding Sects 47, 50  |     | " | " | X             | "             |
| 20  | 0  | 28 Bounding " 60, 61 & 62  |     | " | " | <del>XI</del> | <del>"</del>  |
| 20  | 0  | 8 Bounding Sects 47, 50 & 51   |     | " | " | "             | "             |
| 17  | 1  | 8 Bounding Sects 60, 61 & 62   |     | " | " | XI            | "             |
| 18  | 1  | 28 Bounding Sects 56, 58 & 59  |     | " | " | XVI           | "             |
| 12  | 2  | 4 Bounding Sects 47, 65 & 66   |     | " | " | X             | "             |
| 17  | 3  | 2 Bounding Sects 67, 71 & 78 & intersecting Sects 66 & (VI)              |     | " | " | X & XV        | "             |
| 13  | 0  | 38 Bounding Sects 73 to 75   |     | " | " | XVI           | "             |
| 16  | 2  | 12 Bounding Sect 73 to 75  |     | " | " | XVII          | "             |
| 10  | 2  | 28 Bounding Sects 72 to 75   |     | " | " | "             | "             |
| 35  | 0  | 58 Bounding Sects 67 to 69   |     | " | " | "             | "             |
| 490 | 2  | 15 Bounding Sects 63 to 69   |     | " | " | XI & XVI      | "             |

THE SECOND SCHEDULE

|    |   |   |   |       |     |     |               |
|----|---|---|---|-------|-----|-----|---------------|
| 15 | 2 | 0 | 13 & 14   | 119   |     |     |               |
| 70 | 0 | 0 | 4, part of VII, 18 of Block 6, 33 of Block 6, 3, 40 of Block 6 & 24 of Block 6                          | R 117 | Red | XVI | Hodder        |
|    |   |   | 1 and 57  | "     | "   | 11  | Blue Mountain |
| 58 | 9 | 0 | and part of R. Medway   | "     | "   | V   | "             |
| 58 | 2 | 0 | 3, 2, 1, 7, 66 & 69 pt 37 of Block 6 and portions of the Medway River & the Road Reserve along the same | "     | "   | VI  | "             |
|    |   |   |   | "     | "   | V   | "             |
|    |   |   |   | "     | "   | LX  | "             |

did on the 6th day of November 1905 by resolution declare the existing Roads described in the first Schedule hereunder written to be stopped which said resolution was publicly notified in the Marlborough Express Newspaper on the day of November 1905 NOW therefore of the undersigned, THOMAS SCOTT-SMITH Esquire being the Magistrate exercising Jurisdiction in the District of the said Awatere Road Board being satisfied of the truth of the facts hereinbefore recited DO hereby CERTIFY that the Roads described in the said First Schedule hereunder written HAVE BEEN STOPPED as by law required.

THE AWATERE ROAD BOARD.

ALTERATION of COURSE of ROADS.

NOTICE is hereby given that "The Awatere Road Board" has determined to alter the course of the Roads described in the First Schedule hereto for the New Roads described in the Second Schedule hereto and that the owners of land on each side of such first mentioned Roads agree to such alteration. AND Notice is hereby further given that plans of the Roads proposed to be stopped and of the New Roads shewing the land through which they are proposed to pass and the owners and occupiers thereof are on view at the Office of this Board situate in the Township of Seddon and can be inspected there during four consecutive weeks from the date hereof.

ALL persons having any objection to the proposed alterations are hereby called upon to lodge such objections in writing in the Office of the Magistrate situate in the Government Buildings in the Town of Pienheln within the four weeks aforesaid.

THE FIRST SCHEDULE. Blue Mountain

| Approximate area of each of the parcels of land required to be closed | and 57 Being a Road and part of                                    | Shown on plan marked | Colored on plan | Situated in Block No | Situated in the Survey District of |
|---|--|----------------------|-----------------|----------------------|------------------------------------|
|   | 3, 9, 1, 7, 68 & 69 of Block 6                                     |                      |                 | V IX                 | " "                                |
| A. R. P.  | and portions of the Midway River & Mac Intersecting Sect. 2 and 5. |                      |                 |                      | " "                                |
| 4 0 0   | Intersecting Sect. 4 and 5.  | R II9                | Green           | V                    | Blue Mountain                      |
| 14 0 0  | Founding Sects 57, 58 & 59 and intersect-                          | "                    | "               | "                    | " "                                |
| 17 1 16   |  | "                    | "               | VI                   | " "                                |



In the matter of "The Public Works Act 1894" and of the alteration of the course of certain Roads in the District of the Awatere Road Board

I Samuel Munson Neville, Chairman of the Awatere Road Board hereby certify that the lands comprised by the plan released to be stopped by this certificate have been exchanged for other lands owned by the said Marlborough Road Board. Dated this 30th day of November 1905.

*S. M. Neville*  
Chairman of the Awatere Road Board

WHEREAS the Awatere Road Board recently determined to alter the course of the Roads described in the First Schedule to the Notice hereunder written for the line of Road described in the Second Schedule thereto such Roads and line of Road being within the boundaries of the said Road Board AND WHEREAS the said Road Board caused plans to be prepared of the Roads thereby proposed to be stopped and had a survey made and plan prepared of the New Roads shewing the land through which it was proposed to pass and the owners and occupiers thereof AND WHEREAS the owners of the land on each side of the Roads described in the said first Schedule have agreed to such alteration AND WHEREAS the said plans have been open for public inspection at the Office of the said Road Board at Seddon in the Provincial District of Marlborough from the first day of September 1905 until the twenty fourth day of October 1905 and the said Road Board caused a copy of the said Notice to be published in the Marlborough Express on the 21st day of September 1905, the 29th day of September 1905, the 7th day of October 1905 and the 16th day of October 1905 AND WHEREAS no objection in writing to the proposed alteration has been lodged at the Office of the undersigned Magistrate in accordance with the said Notice AND WHEREAS the said Road Board sent the said plans to me with a full description of the proposed alteration AND WHEREAS on the 21st day of October 1905 I the undersigned Magistrate being then satisfied with the truth of the facts hereinbefore recited did on the application of the said Road Board by writing under my hand and seal permit the said proposal AND WHEREAS the said Road Board

**APPENDIX B – LAND STATUS REPORTS  
(Certified Correct by Chief Surveyor)**

# **LAND STATUS REPORT**

**CAMDEN**

**for  
Tenure Review**

**Prepared by Don McGregor McGregor Property Services  
for and on behalf of Q.V. Valuations**

**January 2001**



**Q.V. VALUATIONS  
CHRISTCHURCH OFFICE**

**APPENDIX B**

**Project Number : QVV 50**

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

|  |          |           |          |                |
|--|----------|-----------|----------|----------------|
| <b>LAND STATUS REPORT for Camden Tenure Review</b> |          |           |          | LIPS Ref 12645 |
| <b>Property</b>                                    | <b>1</b> | <b>of</b> | <b>1</b> |                |

|                                    |   |
|------------------------------------|---|
| <b>Land District</b>               | Marlborough   |
| <b>Legal Description</b>           | Part Run 207 situated in Blocks XIX XXIV and XXV Hodder and II III IV VI VII IX and X Tapuae - o - eunuku Survey Districts. |
| <b>Area</b>                        | 7674.8632 hectares.   |
| <b>Status</b>                      | Crown land subject to the Land Act 1948.  |
| <b>Instrument of title / lease</b> | Pastoral Lease CL 4C/347 pursuant to Section 66 and registered under Section 83 of the Land Act 1948.                       |
| <b>Encumbrances</b>                | Subject to Part IVA of the Conservation Act 1998 upon disposition.  |
| <b>Statute</b>                     | Land Act 1948 and Crown Pastoral Land Act 1998.   |

|                                 |                 |
|---------------------------------|-----------------|
| <b>Data Correct as at</b>       | 16 January 2001 |
| <b>[Certification Attached]</b> | Yes             |

|                                  |   |
|----------------------------------|---|
| <b>Prepared by</b>               | Don McGregor  |
| <b>Crown Accredited Supplier</b> | McGregor Property Services Limited, CHRISTCHURCH for and on behalf of Q.V. Valuations |

**Certification:**

Pursuant to section 11(1)(l) of the Survey Act 1986 and acting under delegated authority of the Surveyor - General pursuant to section 11(2) of that act, I hereby certify that the land described above is Crown Land subject to the Land Act 1948.

.....  .....


A.D. Belcher, Chief Surveyor  
Land Information New Zealand, Blenheim

Date: 18/1/2001

## CERTIFICATION

**Report to the Chief Surveyor, Blenheim, for a certification of a Status Investigation in respect of the CAMDEN PASTORAL LEASE TENURE REVIEW.**

1. I, Donald McGregor of McGregor Property Services Limited, acting for and on behalf of Q.V.Valuations, certify that the status report enclosed for certification is in order for signature.
2. In giving this certification I, Donald McGregor of McGregor Property Services Limited, acting for and on behalf of Q.V. Valuations, undertake that the status report has been completed in compliance with all relevant policy instructions and in particular, OSG Standard 1999/05 and the Regulatory Chiefs' Land Status Investigations Guidelines 1999/01.



D McGregor  
McGregor Property Services Limited  
16 January 2001

NEW ZEALAND

Former Ref. Vol. 46 fol. 194

8th day of September

~~Ex. 55.55~~ Ref. No. P 28  
Landcorp

1988, at 11.20 a'clock.

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

REGISTER

DISTRICT LAND REGISTRY

Assistant Land Registrar.

**Pastoral Lease under the Land Act 1948**

**This Deed**, made the 15<sup>th</sup> day of June 1988 between HER MAJESTY THE QUEEN (hereinafter referred to as "the Lessor") of the one part, and Francis William Prouting of Awatere, Farmer as to a 2/5 share and Peter Joseph Radich of Blenheim, Solicitor, Graham MacKenzie Black of Awapiri, Farmer and Meredith Lowe of Ashburton, Chartered Accountant, as to a 3/5 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 7674.8632 hectares more or less, situated in the Land District of Marlborough, and being Part Run 207, Blocks XIX, XXIV and XXV, Hodder Survey District and Blocks II, III, IV, VI, VII, IX and X, Tapuae-o-uenuku Survey District as the same is more particularly delineated with bold black lines on the plan hereon; together with the rights,

Interests at date of issue:

47918 Mortgage to (now) The Housing Corporation. - 22.7.1983 at 11.05o'c

95252 Mortgage to the Rural Banking and Finance Corporation. - 19.6.1979 and 12.02o'c

123744.2 Mortgage (and 1 variation thereof) of their 3/5 share Peter Joseph Radich, Graham MacKenzie Black and (now) Meredith Lowe to Francis William Prouting. - 1.3.1985 at 10.30o'c

A.L.R.

168994.1 Certificate vesting mortgage 47918 in the Rural Banking and Finance Corporation of New Zealand Limited. - 22.6.1993 at 9.50o'c

A.L.R.

ements, 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 1988, together with the period between the date of this lease and the aforesaid 1st day of July 1988, YIELDING and paying therefor for the first 11 years of the said term unto the Department of Lands and Survey and Corporation Ltd at Blenheim the annual rent of \$ 1,875.00 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. AND the Lessee paying in respect of the improvements specified in the Schedule hereto the sum of \$XXXXXXXXXXXX by deposit of \$XXXXXXXXXXXX (which has already been paid) and thereafter \$XXXXXXXXXXXX half-yearly instalments of \$XXXXXXXXXXXX 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 3,400 sheep which number shall include more than XXXXXXXX breeding ewes more than XXXXXXXX and which number shall include more than XXXXXXXX breeding cows PROVIDED HOWEVER that the Lessee may with the prior written consent of the Land Corporation Ltd 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 Property Manager

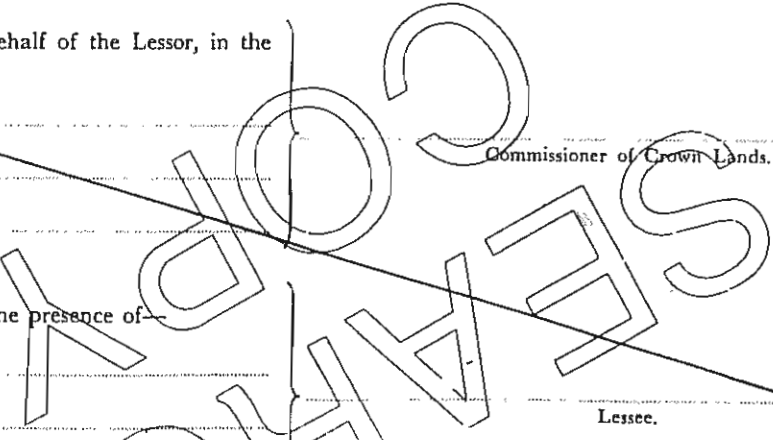
IN WITNESS whereof the Commissioner of Crown Lands for the said Land District, on behalf of the Lessor, has hereunto set his hand, and these presents have also been signed by the said Lessee.

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

Witness: ..... Commissioner of Crown Lands.  
Occupation: .....  
Address: .....

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

Witness: ..... Lessee.  
Occupation: .....  
Address: .....



05 JAN 2001

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 LTD by its Attorney Owen Charles Norrish in the presence of:

Witness: [Signature] Attorney  
Occupation: Property Officer  
Address: Blenheim

Signed by the said Francis William Prouting in the presence of:

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

[Signature]  
F W Prouting

Signed by the said Peter Joseph Radich in the presence of:

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

[Signature]  
P J Radich

Signed by the said Graham MacKenzie Black in the presence of:

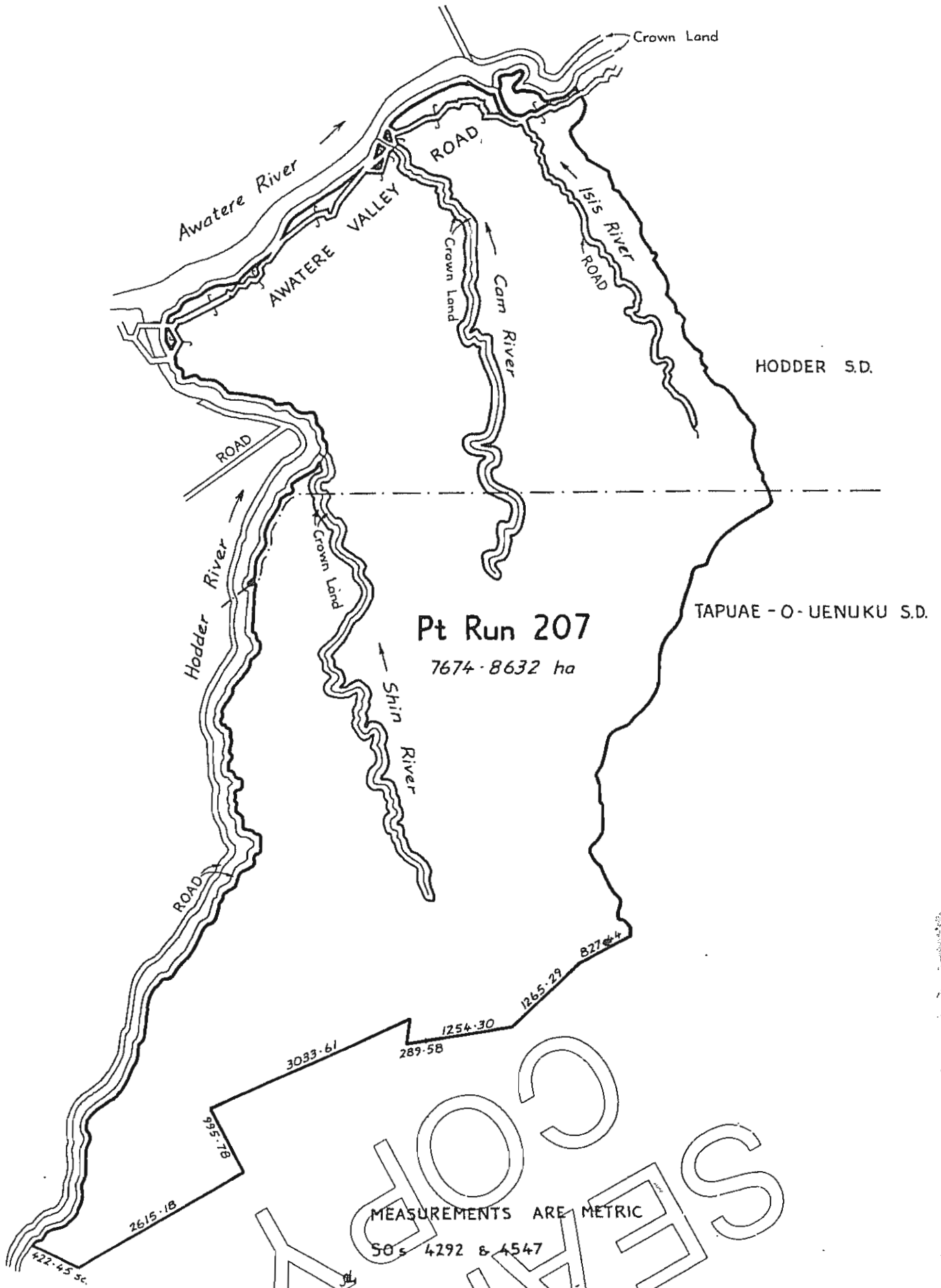
Witness: [Signature]  
Occupation: [Signature]  
Address: [Signature]

[Signature]  
G M Black

Signed by the said Meredith Lowe in the presence of:

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

[Signature]  
M Lowe



SEE COPY

05 JAN 2001



CANCELLED

05 JAN 2011

REGISTER

46/194

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

(L and R. B. - 1)

Issued as a Reciprocal of (or in Exchange for) Lease registered in Vol. 15 fol. 130 on 28/1/29

| LAND & DEEDS |                     |
|--------------|---------------------|
| Name         | NEW ZEALAND         |
| Date         | 26 MAY 1958         |
| Time         | 11-17 Marlborough   |
| Foot         | 151 - LAND DISTRICT |
| Abstract No. | 385                 |

Entered in the Register-book, Vol. 46. fol. 194. the 26th day of May 1958, at 11-17 o'clock.



District Land Registrar.

MARLBOROUGH

Pastoral Lease of Pastoral Land under the Land Act, 1948

No. 19

This Deed, made the 1st day of March 1958, between His Majesty The King (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and Ian Hugh

one thousand nine hundred and fifty-five of The Castle, Amstere in the Dominion of New Zealand, sheep-farmer (who, with his executors, administrators, and permitted assigns, is hereinafter referred to as "the Lessee"), of the other part, WITNESSETH that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained or implied and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee ALL that piece or parcel of land containing by measurement nineteen thousand four hundred and fifty (19,450) acres 0 roods and 00 perches, a little more or less, situated in the Land District of Marlborough and being Run 207, Blocks XIX, XXIV and XXV of the Survey District and Blocks II, III, IV, VI, VII, IX and X of the Taranaki Survey District.

(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 1955, together with the period between the date of this lease and the aforesaid first day of July 1955. Yielding and paying therefor during the said term unto the Department of Lands and Survey at the Principal Land Office for the said Land District of Marlborough the clear annual rent of one hundred and seventy pounds (£ 170-0-0) 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 (£) (the receipt of which sum is hereby acknowledged) and thereafter by (£) half-yearly instalments of pounds shillings and pence (£) on the 1st day of January and 1st day of July in each year in the same manner as aforesaid.

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

1. THAT the Lessee will fully and punctually pay the rent 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 Marlborough (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, 1929.
6. THAT the Lessee will keep the said land free from wild animals, rabbits, and other vermin, and generally comply with the provisions of the Rabbit Nuisance Act, 1928.
7. THAT the Lessee will clean and clear from weeds and keep open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing therein.
8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) or 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 expiration of the day on which any such premium becomes payable, the receipt for that premium.
10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, fell, sell, or remove any timber, tree, or bush growing, standing, or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such timber, trees, 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 purposes 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, 1929, burn any tussock, scrub, fern, or grass on the said land, nor permit any tussock, scrub, fern, or grass on the said land to be burned, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such terms and conditions as the Commissioner may deem necessary.
12. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of ingress, egress, and regress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums, or other animals which the said Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers and employees in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.
13. THAT the Lessee shall exercise due care in stocking and shall not overstock. (See over)

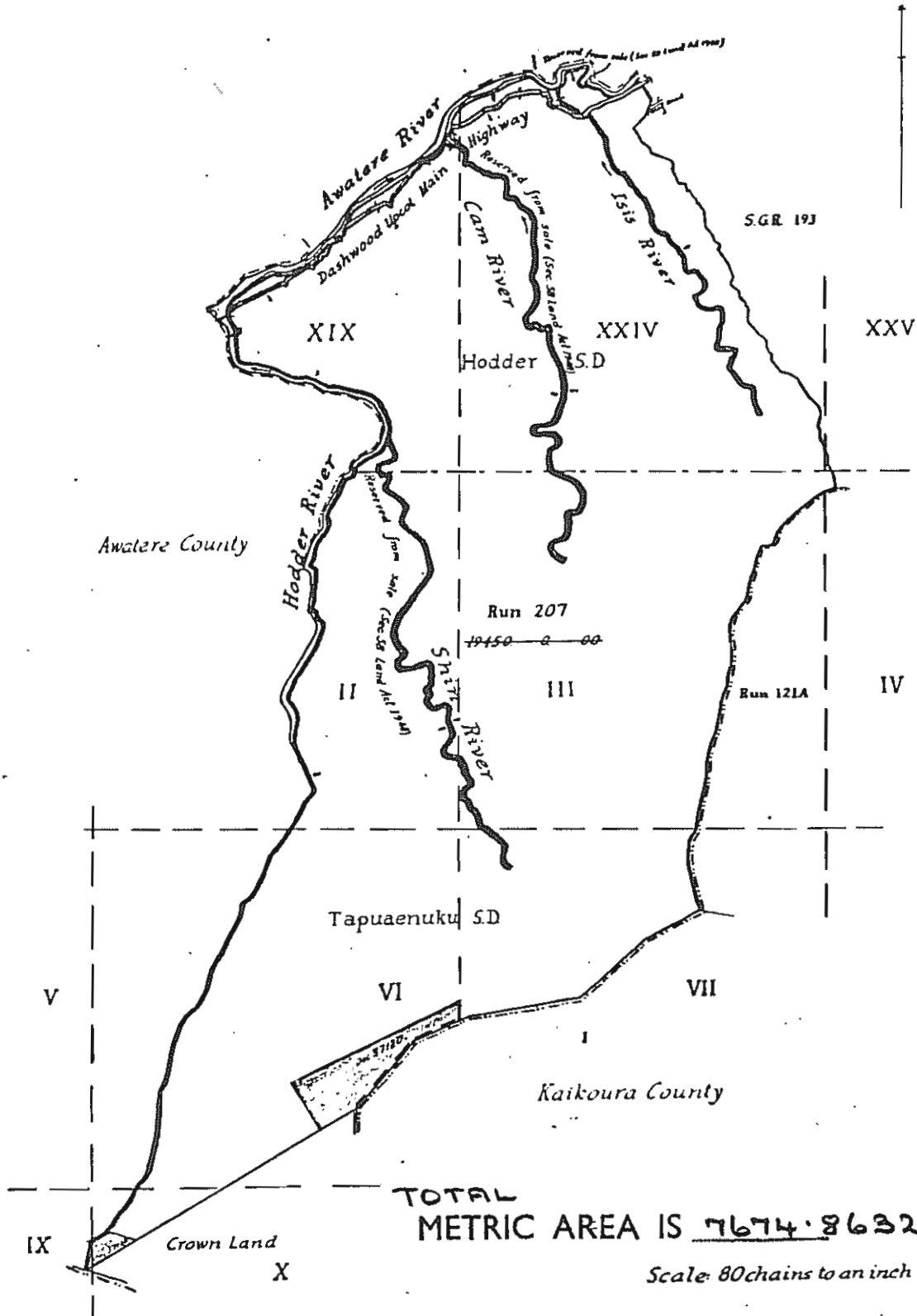
AND it is hereby agreed and declared by and between the Lessor and the Lessee:-

- (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, 1948) 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 60 yards of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any building: Provided also that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, household, roadmaking, or building purposes on the said land, but not otherwise.
- (c) THAT upon the expiration or effluxion of time of the term hereby granted and thereafter at the expiration of each succeeding term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 66 (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.

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.

(OVER)

46/194



TOTAL METRIC AREA IS 7674.8632 ha

Scale: 80 chains to an inch

See: S.O. 4292

|                |        |    |     |
|----------------|--------|----|-----|
| Total Area.    | 19450  | 0. | 0.  |
| Less Doc 37120 | -185.  | 0. | 0.  |
|                | 18265. | 0  | 0.4 |
| = 7674.8632 ha |        |    |     |

THIS REPRODUCTION (ON A REDUCED SCALE)  
 CERTIFIED TO BE A TRUE COPY OF THE  
 ORIGINAL REGISTER FOR THE PURPOSES OF  
 SECTION 213A LAND TRANSFER ACT 1952.  
 A.L.R.

46/194

- (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,
  - (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) Suffer to grow 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.

(7) THAT the Lessee shall exercise due care in stocking the said land and shall not overstock and for the purpose of this clause it is hereby mutually declared and agreed between the Land Settlement Board and the Lessee that the number of sheep to be depastured on the said land during the winter months shall not, without the prior consent of the Commissioner, exceed the carrying capacity of a coast of one acre for every sheep not of one and a half for breeding ewes.

See below

(8) 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 Lessee, then the Land Settlement Board may, subject to the provisions of section 146 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.

(9) 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 herein in the same manner as if such provisions had been fully set out herein.

SCHEDULE

IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE

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

Marlborough

on behalf of the Lessor, hath hereunto set his

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

Witness: J. McMillan  
Occupation: Clerk, Lands Survey Dept  
Address: Blenheim

*[Signature]*

Commissioner of Crown Lands.

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

Witness: J. McMillan  
Occupation: Clerk, Lands Survey Dept  
Address: Blenheim

*[Signature]*

Lessee.

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 3,400 (being an increase of ten per cent 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.

Previous description of land:  
Part S.G. Run 194, Hodder and Tapuaeenuki Survey Districts and closed roads Blocks XIX, and XXIV Hodder Survey district. Area: 19,799 a. 3 r. 19.3 p.

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.

Mortgage 10558 ...  
2.50 p.m.

DISCHARGE stamp

95252 Mortgage to the Rural Banking and Finance Corporation.-19.6.1979 at 12.020 c

*[Signature]* A.L.R.

37120 surrender of the within lease ...  
at 11.25 am.

96507 Mortgage to John Michael Bremner and Margaret E Bremner, to Murie Dickson Innes, to Joy Ann Benzie, to Margaret Bremner, to Maud Price, to Nancy Margaret Price, to John Albert White, to George Rowe Simpson and to Joan Ruth Tyler in shares.-  
2.10.1979 at 9.150 c

*[Signature]* A.L.R.

38236 Transfer of balance ...  
produced 19/9/1962 at 10.50

123744.1 Transfer of a 3/5 share to Owen Milson Smith of Blenheim, Chartered Accountant, Peter Joseph Radich of Blenheim, Solicitor and Graham MacKenzie Black of Awapiri, Farmer.-  
1.3.1985 at 10.300 c

*[Signature]* A.L.R.

38237 Mortgage of ...  
at 10.52 am

123744.2 Mortgage of their 3/5 share to Owen Milson Smith, Peter Joseph Radich and Graham MacKenzie Black to Francis William Prouting  
1.3.1985 at 10.300 c

*[Signature]* A.L.R.

47918 Mortgage of balance ...  
at 10.50 am

(OVER)

126271 Variation of mortgage 123744.2.-  
6.8.1985 at 9.57o'c

*[Signature]*  
A.L.R.

127478 Mortgage London Radich Dew  
Solicitors Newline Company Limited:-  
18.10.1985 at 10.10o'c

CANCELLED  
2

*[Signature]*  
A.L.R.

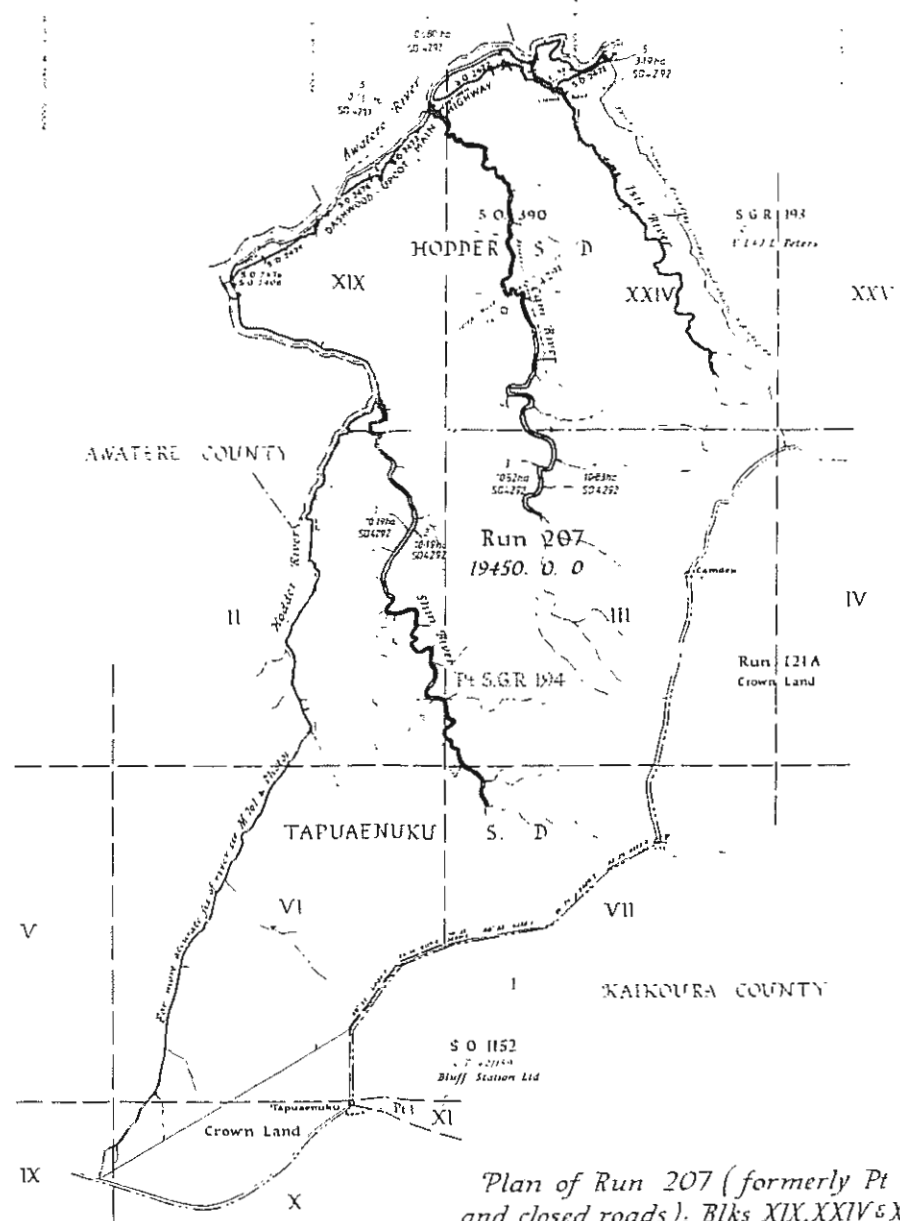
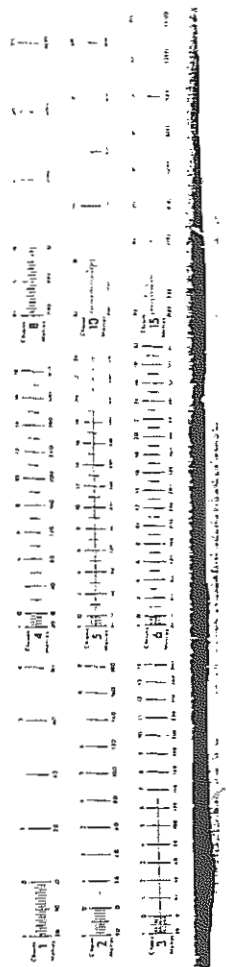
139128 Transfer their share Owen Milson  
Smith, Peter Joseph Radich and Graham  
MacKenzie Black to Peter Joseph Radich  
and Graham MacKenzie Black both abovenamed  
and Meredith Lowe of Ashburton, Chartered  
Accountant.-6.1.1988 at 2.00o'c

*[Signature]*  
A.L.R.

142842 ) Pastoral Lease 4C/347 issued for  
8.9.1988) the within land

*[Signature]*  
A.L.R.

CANCELLED  
Duplicate Destroyed



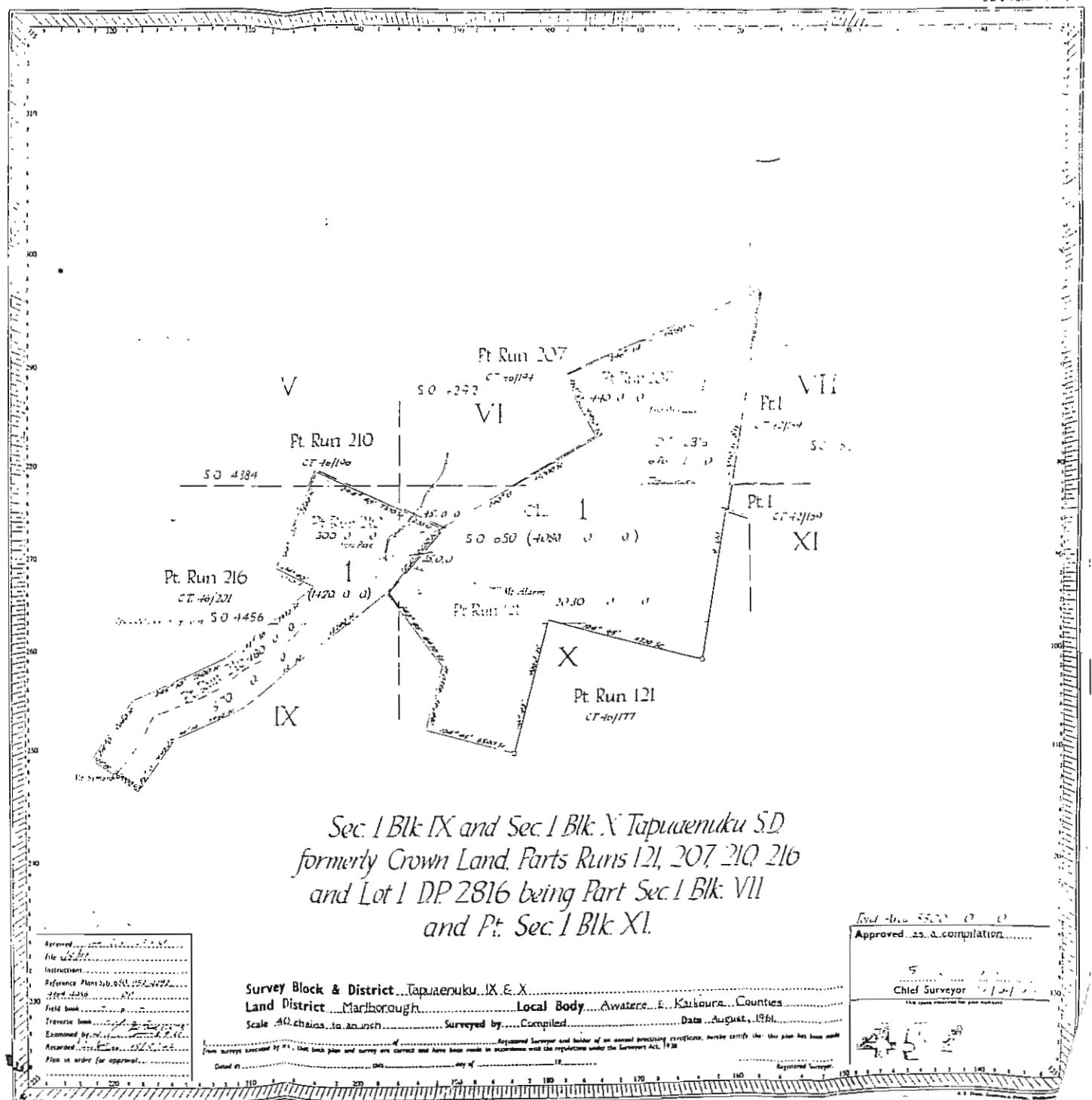
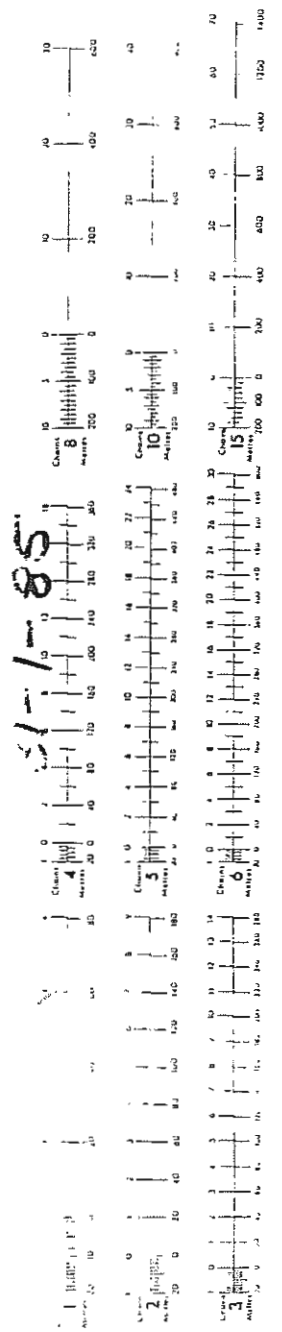
Approved as a compilation  
 Chief Surveyor

Approved as to addition of appellations  
 Chief Surveyor

*Plan of Run 207 (formerly Pt S.G.R. 194 and closed roads). Blks XIX, XXIV & XXV, Hodder S.D. and Blks II, III, IV, VI, VII, IX & X Tapuaenuku S.D.*  
 Compiled in Survey Office July 1956  
 Scale - 40 chains to an inch

|                 |      |
|-----------------|------|
| NUMBER          | 4292 |
| DATE            | 1956 |
| FIELD NO.       |      |
| TRAVEL TIME     |      |
| NO. OF STATIONS |      |
| NO. OF S.G.R.   |      |
| NO. OF POINTS   |      |

RELEASED UNDER THE OFFICIAL INFORMATION ACT



*Sec 1 Blk IX and Sec 1 Blk X Tapuaenuku SD  
formerly Crown Land, Parts Runs 121, 207, 210, 216  
and Lot 1 DP 2816 being Part Sec 1 Blk VII  
and Pt. Sec 1 Blk XI.*

|                            |       |
|----------------------------|-------|
| Approved                   | ..... |
| File No                    | ..... |
| Instruction                | ..... |
| Reference Plans            | ..... |
| Field book                 | ..... |
| Traverse book              | ..... |
| Examined by                | ..... |
| Recorded                   | ..... |
| Plan in order for approval | ..... |

Survey Block & District... Tapuaenuku IX, E, X  
Land District... Marlborough... Local Body... Awatere, E. Kaikoura... Counties  
Scale 40 chains to an inch... Surveyed by... Compiled... Date August, 1961  
Dated at... Day of... 1961

Approved as a compilation  
Chief Surveyor  
1961



IN THE MATTER of Section 23 of the Land Act  
1948

AND

IN THE MATTER of the Land Act 1948 and its  
amendments

AND

IN THE MATTER of Pastoral Lease No. 9 under  
the Land Act 1948 of ALL that piece of  
land situated in the Marlborough Land  
District containing 19,450 acres, more  
or less, being Run 207, Blocks XIX, XXIV  
and XXV, Hodder Survey District and  
Blocks II, III, IV, VI, VII, IX and X,  
Tapuaenuku Survey District, and being  
the whole of land comprised and  
described in the aforesaid Pastoral  
Lease recorded in Register Book,  
Volume 46 folio 194.

I, Ian Hugh Cameron of Camden, Awatere Valley, Farmer, the Lessee under the abovementioned  
lease DO HEREBY SURRENDER in terms of Section 145 of the Land Act 1948, all my estate and  
interest as such lessee in all that piece of land containing 485 acres, being Parts Run  
207 as the same is more particularly shown on the plan drawn hereon and therein edged  
with red, AND I 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 I HEREBY FURTHER AGREE AND DECLARE that the said surrender shall take effect from  
the 17<sup>th</sup> day of April 1962.

SIGNED by the said Ian Hugh Cameron, Lessee, }  
in the presence of: }

I. H. Cameron  
Lessee

Witness: Alan E. Wogan  
Occupation: District Council Officer  
Address: Run 207 Survey Dept.  
Blenheim

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

SIGNED by the Commissioner of Crown Lands for }  
the Marlborough Land District in the presence }  
of: }

A. Crossbridge  
Commissioner of Crown Lands

Witness: Alan E. Wogan  
Occupation: Block Lands & Survey Dept  
Address: Blenheim

Correct for the purposes of the Land Transfer Act.

A. Crossbridge  
Commissioner of Crown Lands.

*Partial Surrender*

*The within surrendered land is now  
 redescribed as being part of sections  
 1 Block IX<sup>(1420 ac)</sup> and 1 Block X<sup>(4070 ac)</sup>  
 Survey District (See Document 37912)*

PARTICULARS ENTERED IN REGISTER-BOOK

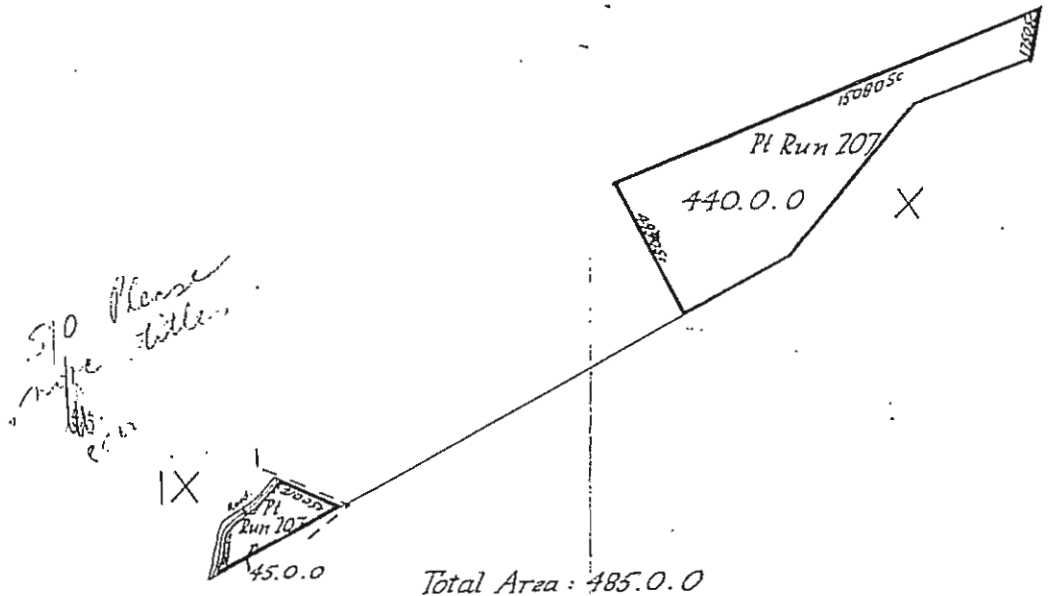
VOL 46/194

THIS 19<sup>th</sup> DAY OF April 1962  
 at 11.25 am

ALR  
 8.8.1962.



*E.P. O'Connell*  
 DISTRICT LAND REGISTRAR  
 MARLBOROUGH



Total Area : 485.0.0

Blks IX and X Tapuaenuku S.D.

Scale : 40 chains = 1 inch

S.O. 4547

|               |                          |
|---------------|--------------------------|
| LAND & DEEDS  |                          |
| Nature:       | <i>Partial Surrender</i> |
| Date:         | <i>11.25</i>             |
| Time:         | <i>11.25</i>             |
| Abstract No.: | <i>317</i>               |

*9/1/62*