

## **Crown Pastoral Land Tenure Review**

**Lease name : CRAIGROY**

**Lease number : PO 233**

### **Due Diligence Report (including Status Report) - Part 3**

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.

December

05

PASTORAL LEASE  
LAND TENURE  
REVIEW

LAND STATUS  
CHECK

CRAIGROY

# ABERCROMBIE AND ASSOCIATES LIMITED

PROPERTY MANAGERS AND CONSULTANTS

P O BOX 5056  
MORAY PLACE  
DUNEDIN

PHONE (03) 471 9496  
FACSIMILE (03) 471 9455  
EMAIL office@abercrombie.co.nz

C:\DATA\CONSULT\CLIENT\QVNZ\CONTRACT\2002mk2\CS Status Cert Craigroy.wpd

This report has been prepared on the instructions of Crown Property Management, Land Information New Zealand, and is undertaken for the purposes of the Crown Pastoral Leases Act 1998.

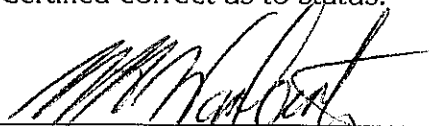
LAND STATUS REPORT		CRAIGROY	P 233	[LIPS Ref. 12517]
Property	1	of	1.	

Land District	Otago
Legal Description	Run 339 B
Area	4432.4586 hectares
Status	Crown Land subject to Pastoral Lease P 233
Instrument of Lease	Reg Vol OT386/130 registered in Land Transfer Office but not under Land Transfer Act
Encumbrances	885704 Transfer affecting estate of Her Majesty the Queen being a grant of a right to convey water [in gross] in favour of Carrick Irrigation Company Limited.  Marginal Strip along Coal Creek as shown A - B on SO 804 pursuant to Sections 24(9) and (F), Conservation Act 1987 with effect from 1 July 1992 and on renewal of lease by 852096.1.
Mineral Ownership	Crown [see comment below]
Statute	Land Act 1948, Crown Pastoral Land Act 1998

Data Correct as at:	20 March 2002
Accredited Supplier certification	As attached

Prepared by	David J Abercrombie
Crown Accredited Supplier	<b>Abercrombie &amp; Associates Ltd</b>

Certified correct as to status:



Chief Surveyor  
Land Information New Zealand, Dunedin

214 / 2002

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

Land for marginal strip was removed from lease on renewal by 852096.1 with no derived reduction of the "title area". Notwithstanding the lessee agreeing to the conditional lease renewal, there is no known record of compensation having been paid to the lessee for the dispossession.

Research Data: Some items may not be applicable

SDI Print obtained	Yes [See attached]
NZMS 261 Ref	F 42
Local Authority	Central Otago District Council
Crown Acquisition Map	Yes To determine agreement for purchase from Ngai Tahu
SO Plan	804, 17331, 23233, 24310 [See evidence attached]
Relevant Gazette Notices	Not applicable
CT Reference / Lease Reference	Pastoral Lease P 233, Reg Vol OT386/130. Lease renewed by 852096. NOTE: For history of land see below [See evidence attached]
Legislation Cards	Not applicable
CLR	Yes [See evidence attached]
Allocation Maps [if applicable]	Not applicable
QVNZ Reference	28441/14400
Crown Grant Maps	Yes - There are no references for the subject property.

Research - continued

If Crown land - Check Irrigation Maps.	Yes There are no references for the subject property
Mining Maps	Yes There are no references for the subject property
<p>Other Relevant Information</p> <p>a] Concessions - Advice from LINZ</p> <p>b] Advice from DoC</p> <p>c] Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998</p> <p>d] Mineral Ownership</p> <p>e] Other Info</p>	<p>a] Recreation Permit granted to RW &amp; SL Brown for a term of 12 years from 1 January 1998 <i>[See evidence attached from LINZ]</i></p> <p>b] Nil <i>[See evidence attached from DoC]</i></p> <p>c] Only on divestment of freehold or a lease of fifty years or greater by LINZ as a Crown Body</p> <p>c] Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition from Ngai Tahu by way of the Kemp Purchase.</p>

**History of ownership:**

Purchased from Ngai Tahu by the Kemp Purchase of 1848.

No record of crown grants having been made.

Selected for lease and Pastoral Licence 1894 granted with effect from 1 March 1924 as recorded in register volume OT337/91 [Area of 10952 acres 3 roods and 15 perches - 4432.4586 by title metric conversion]. The original area of Run 339B was 10950 acres. However, by SO plan alteration an area of former water race [considered to be Crown Land] was incorporated in the appellation of Run 339B but the area increased by 2 acres 3 roods and 15 perches to a total of 10952 acres 3 roods and 15 perches.

On expiry of Pastoral Licence 1894, Pastoral Lease P 233 was granted with effect from 1 July 1959 as recorded in register volume OT386/130 [Area of 10952 acres 3 roods and 15 perches - 4432.4586 by title metric conversion].

Status, description of land and area are now as indicated above.

# **ABERCROMBIE AND ASSOCIATES LIMITED**

PROPERTY MANAGERS AND CONSULTANTS

P O BOX 5056  
MORAY PLACE  
DUNEDIN

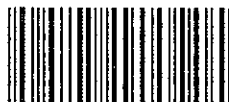
PHONE (03) 471 9496  
FACSIMILE (03) 471 9455  
EMAIL office@abercrombie.co.nz

20 March, 2002

C:\DATA\CONSULT\CLIENT\QVNZ\CONTRACT2002mk2\CS Cover letter 2.wpd

The Chief Surveyor  
Land Information New Zealand  
Private Bag 1929  
DUNEDIN

REQUEST 48699 CERTIFIED DATA  
CPY-01/01.PGS-007.21/03/02.14:12



DocID: 110304555

Dear Sir

## **PROPERTY STATUS REPORT: CRAIGROY OTAGO LAND DISTRICT**

References - Client: LIPS 12517  
- Accredited Supplier: 193/03/10

Please find enclosed:

- 1 In accordance with CCPO Crown Pastoral Land Standard 6 and OSG Standard 1999/5 Chief Surveyor Land Status Certifications, a status report for your consideration and decision.
- 2 Evidencing the result of the investigation for the land concerned and set out in appendix order copies of:
  - Appendix 1 A locality plan
  - Appendix 2 SDI print
  - Appendix 3 Relevant survey plans
  - Appendix 4 Registered leases [current and historical]
  - Appendix 5 Documents - historical and/or registered against the current pastoral lease
  - Appendix 6 Extract from Crown Land Register
  - Appendix 7 Quotable Value New Zealand valuation record
  - Appendix 8 Advice from LINZ [Recreation Permit]
  - Appendix 9 Advice from Department of Conservation
  - Appendix 10 Other relevant information [if any]

- 3 As required by Crown Property Management in specifications for complying with instructions on reporting for land status checks in terms of Crown Pastoral Land Standard 6 a certificate of authorisation.
- 4 A cheque at the amount of \$32.00, inclusive of GST, being the prescribed fee for your certification [*Please forward a receipt for this amount as soon as possible*].

Could you please consider the enclosed status report and, if you concur, complete your certification and return the report to me. Because of the programme established by Crown Property Management, LINZ, it would be appreciated if this request could be treated as a matter of expediency.

Should any matter require clarification please do not hesitate to contact me any time at your convenience.

Thanking you in anticipation.

Yours faithfully

A handwritten signature in black ink, appearing to read 'David J Abercrombie', with a long horizontal stroke extending to the right.

David J Abercrombie



# **ABERCROMBIE AND ASSOCIATES LIMITED**

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## **CERTIFICATION**

### **PRE TENURE REVIEW; LAND STATUS CHECK GRAIGROY**

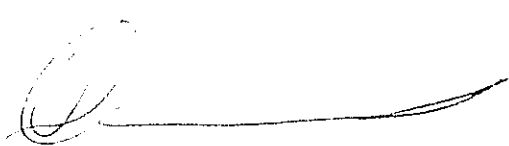
**REFERENCE: LIPS 12517**

1. I, David J Abercrombie [Nominated Person for Accredited Supplier - Abercrombie & Associates Limited] gives an assurance that:
  - a. I am authorised to undertake status checks by virtue of an agreement between Land Information New Zealand and Abercrombie & Associates Limited, and
  - b. I am authorised to undertake the status check in relation to a tenure review of the land concerned, and
  - c. The Land Status Report enclosed with this certificate is in order for signature.
2. The decision when made will comply with the following statutory requirements:

Crown Pastoral Land Act 1998
3. In giving this assurance David J Abercrombie undertakes that all relevant policy instructions, legal requirements, court judgements and any other matters have been taken into account and applied where appropriate.  
*[List all policy instructions, legal requirements, etc.]*

Instructions issued by Crown Property Management, LINZ

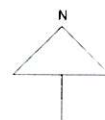
CCPO, Crown Pastoral Land Standard 6  
Paragraph 7.1  
Appendix 3



**David J Abercrombie**  
Accredited Supplier

Date: 20 March 2002

# CRAIGROY NEVIS CROSSING CENTRAL OTAGO



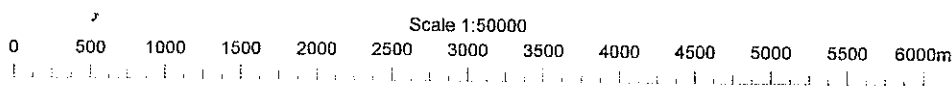
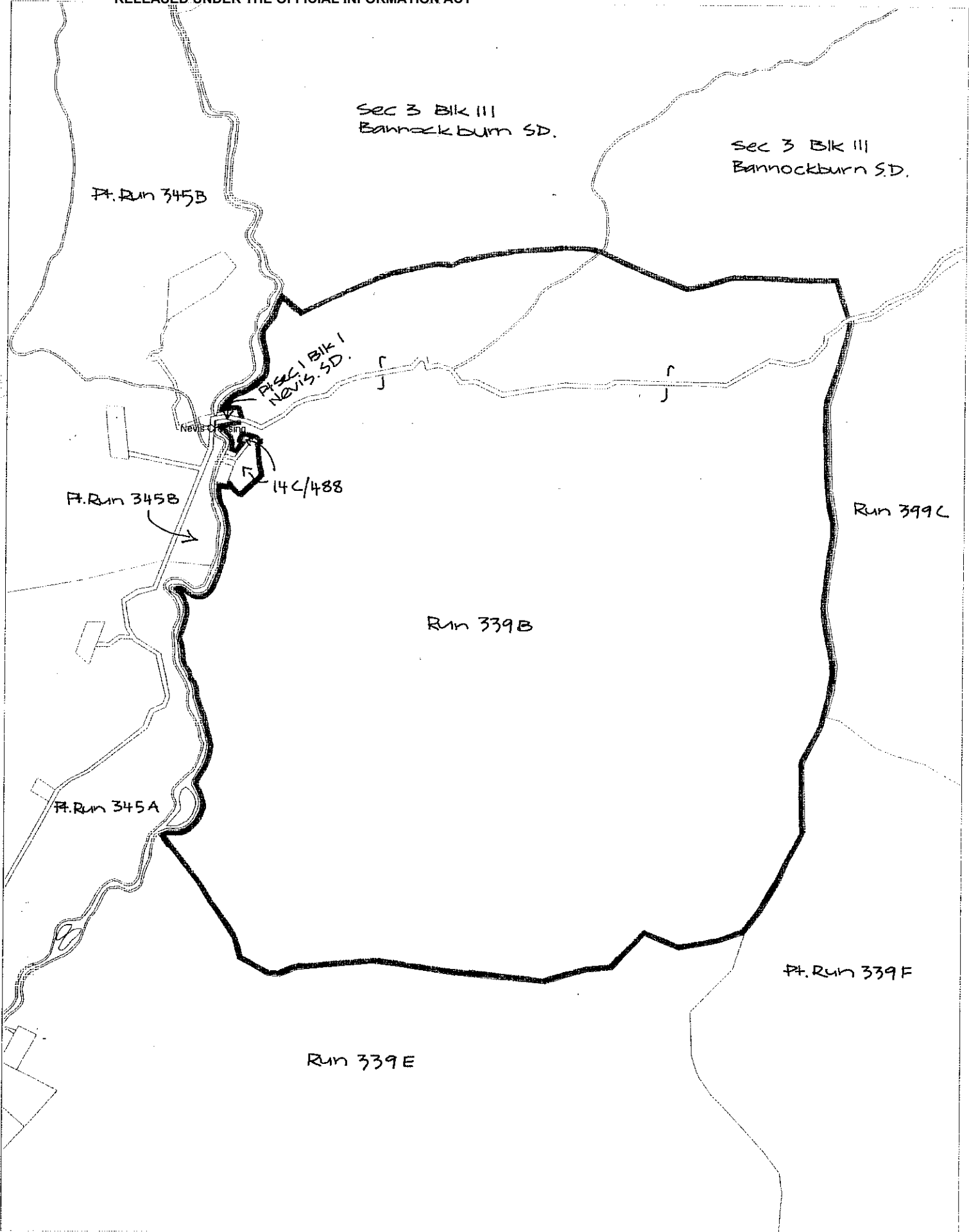
Part Sheet NZMS 260 Sheet F42 Kingston

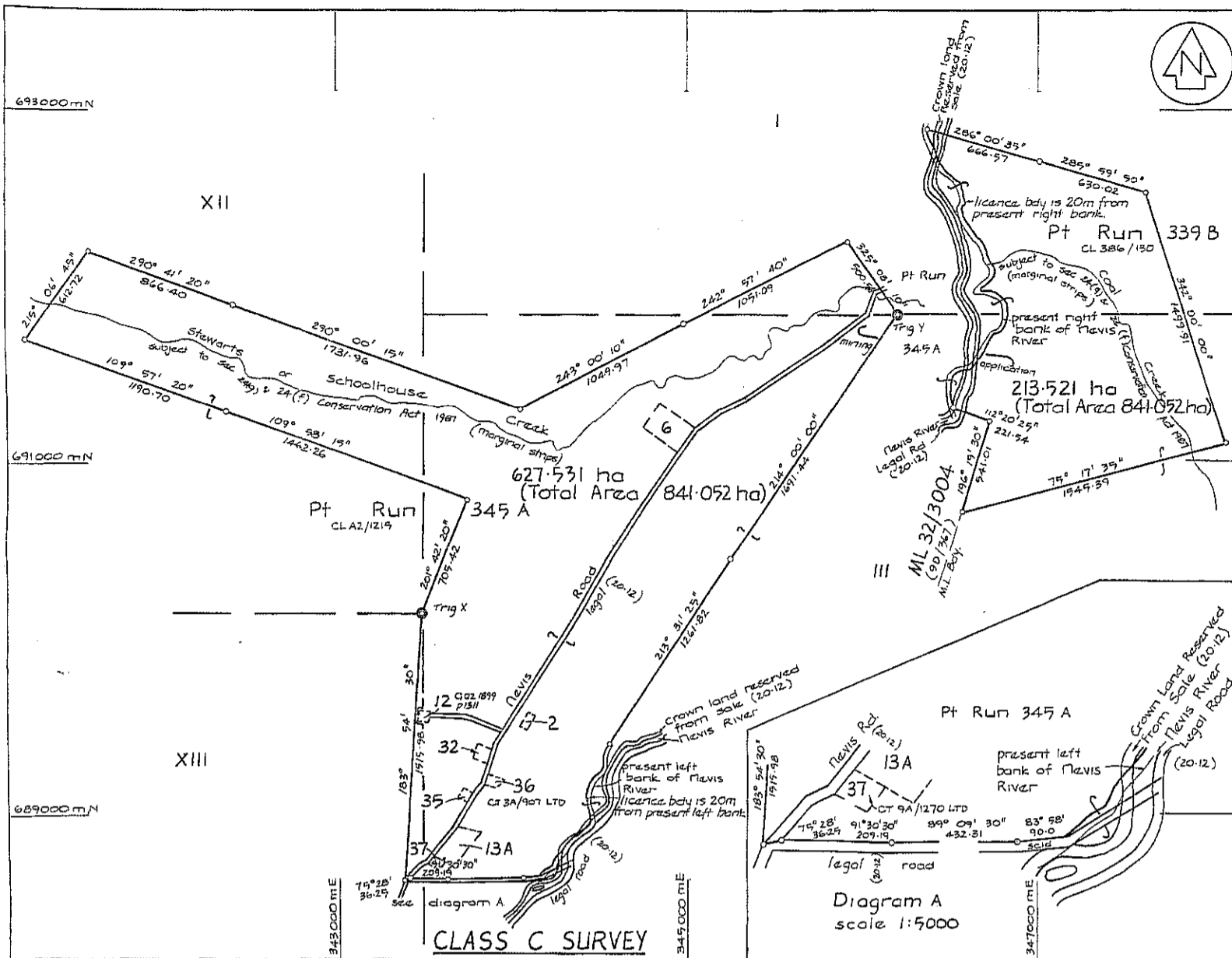
-  PASTORAL LEASE BOUNDARY
-  LEGAL ROAD
-  MARGINAL STRIP (Coal Creek)  
Part IV Conservation Act 1987

0 1 km 2 km 3 km

Scale - 1:50,000

John McMecking  
DTZ Mapping, Dunedin  
03 479 2233  
14.03.2002





Approvals

Mining License Application 41-257 comprises:-  
 Pt Run 345A Blks I, III, XII & XIII;  
 Sections 2, 6, 12, 13A, 32, 35, 36 and 37 Blk III;  
 Legal Road Blks I, III, & XII;  
 Pt Bed of Stewarts or Schoolhouse Creek Blks I, III, & XII;  
 Pt Run 339 B, Pt Bed of Cool Creek, Pt Bed of Nevis River, and Crown Land Reserved from Sale all Blks I & III Nevis S.D.

Datum: Geodetic 1949  
 Circuit: Mt Nicholas  
 Co-ords: in terms of false origin 700000mN 300000mE.

Total Area 841.052 ha

PT CLS A2/1215 & 386/150, CST  
 Comprised in SA/907 LTD & 9A/1270 LTD, LEGAL RD, CREEK BED, CL RESERVED FROM SALE, CROWN LAND (BED OF NEVIS RIVER), SECS 2 & 12 BLK III, 32, 35 & 37

I, James Martin Pitts, of Otago, Registered Surveyor and holder of an annual practicing certificate for who may act as a registered surveyor pursuant to section 25 of the Survey Act 1986 hereby certify that this plan has been made from surveys executed by me or under my direction, that said plan and survey are correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.

Dated at Cromwell this 11th day of August 1995. Signature: *[Signature]*

Field Book: 30810, 506, 504, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

Examined by: *[Signature]* Correct

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

Deposited this ..... day of ..... 19.....

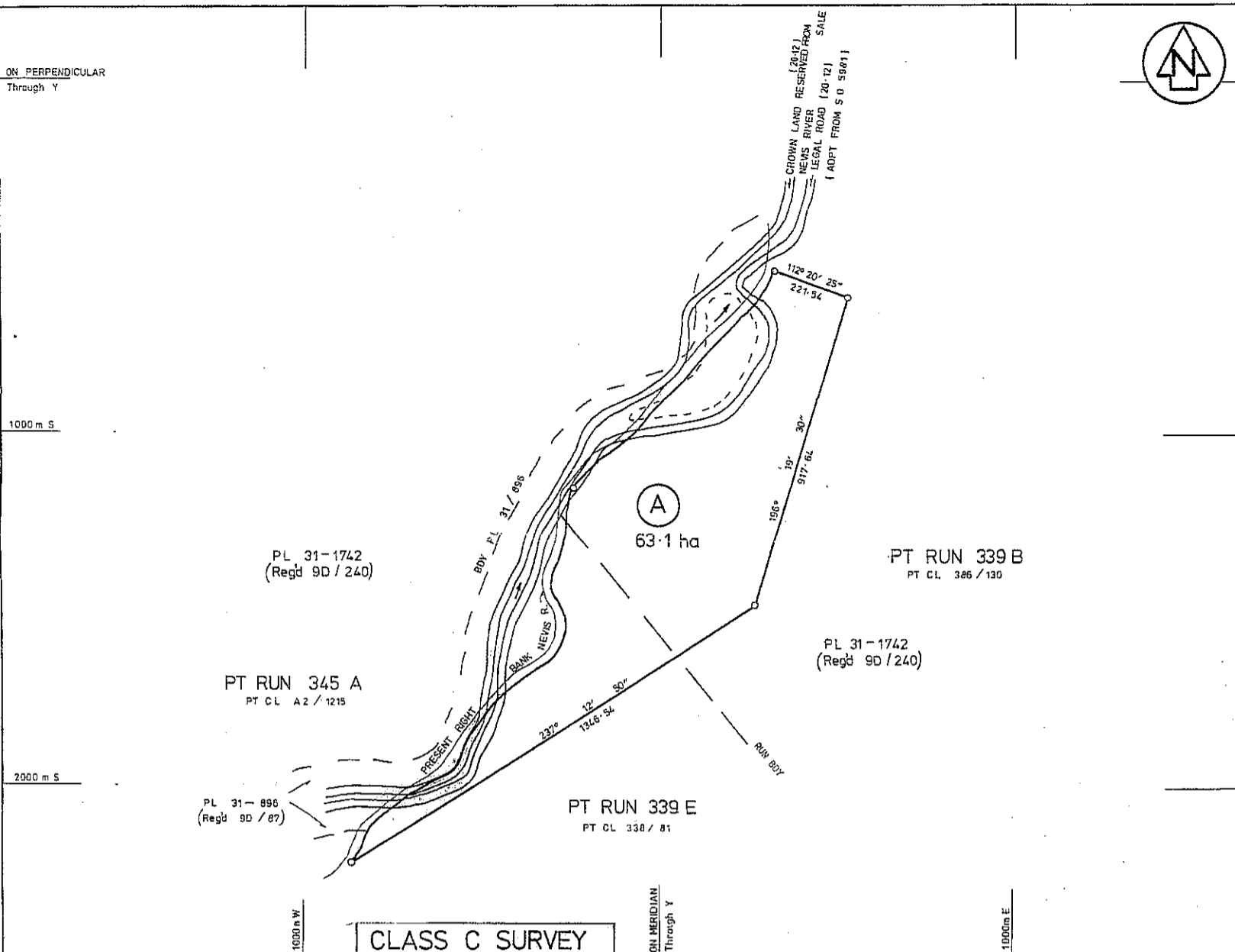
District Land Registrar

File Received 14/8/95  
 Instructions S024310

LAND DISTRICT Otago  
 Survey Blk. & Dist. Blks I, III, XII & XIII Nevis SD  
 NZMS 261 Sheet F42 Record Map No. 797

PLAN OF MINING APPLICATION 41-257

TERRITORIAL AUTHORITY Central Otago Dist.  
 Surveyed by Paterson Pitts Partners Ltd  
 Scale 1:15,000 Date June 1995



Approvals  
 Certified pursuant to section 73(3) of the MINING ACT 1971 as being satisfactory for the purpose of identifying the land in application 32-3004.

Chief Surveyor \_\_\_\_\_ Date \_\_\_\_\_

Mining Licence Application 32 3004 comprises Parts Runs 339 B and 339 E, Part Bed of Nevis River, Crown Land reserved from sale, and Legal Road, situated in Block III Nevis SD.

DATUM OLD CADASTRAL  
 ORIGIN TRIG Y BLK III NEVIS SD

Total Area... 63.1 ha

Comprised in PT CLs 385 / 130 & 338 / 81, LEGAL ROAD, Cn Land reserved from sale, Cn Land (bed of Nevis River) / CHARLES HUGHES, Cn Land (bed of Nevis River) Registered Surveyor and holder of an annual practicing certificate for who may act as a registered surveyor pursuant to section 25 of the Survey Act 1986, hereby certify that this plan has been made from surveys executed by me or under my directions, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof. Dated at Arrowtown this 23<sup>rd</sup> day of January 1990. Signature *Charles Hughes*

Field Book 2417 p. 12 Traverse Book 229 p. 121  
 Reference Plans Triangulation Book 203 SO 5981

Examined Under the 1978 Act: Correct *Charles Hughes*

Approved as to Survey *Charles Hughes*  
 3.12.1990 Chief Surveyor

Deposited this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_  
 District Land Registrar

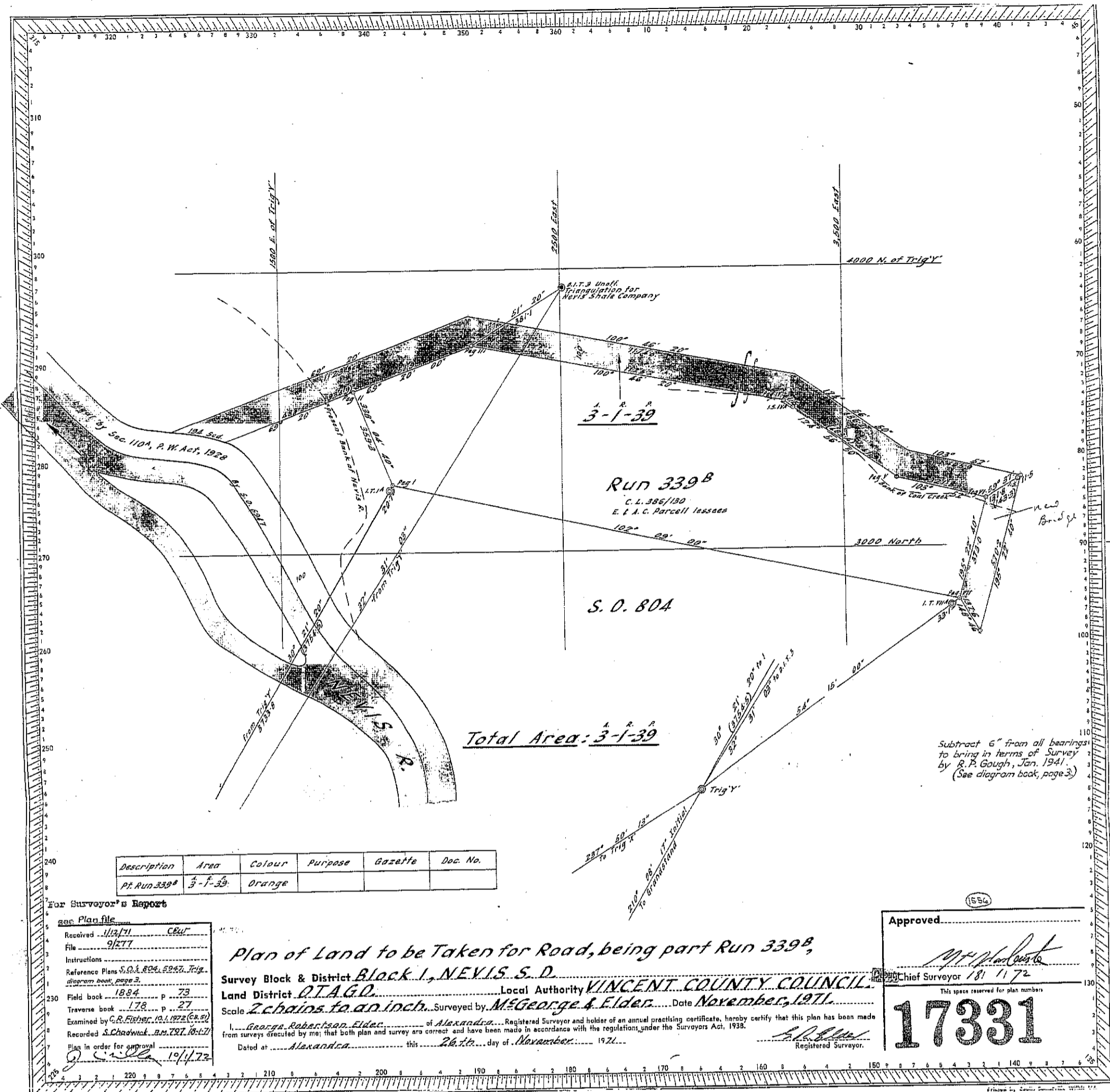
File Received Instructions S.O. 23233

CLASS C SURVEY

LAND DISTRICT OTAGO  
 SURVEY BLK. & DIST. III NEVIS  
 NZMS 261 SHT E. 42 RECORD MAP No 797

PLAN OF MINING APPLICATION 32-3004

TERRITORIAL AUTHORITY CENTRAL OTAGO  
 Surveyed by C. HUGHES & ASSOC.  
 Scale 1:7500 Date JAN 1990



3-1-39

Run 339<sup>B</sup>  
C.L. 386/130  
E. & A.C. Parcell leases

S. D. 80A

Total Area: 3-1-39

Subtract 6" from all bearings to bring in terms of Survey by R. P. Gough, Jan. 1941. (See diagram book, page 3.)

Description	Area	Colour	Purpose	Gazette	Doc. No.
Pt. Run 339 <sup>B</sup>	3-1-39	Orange			

For Surveyor's Report  
 sec Plan file  
 Received 1/12/71 CBW  
 File 9/277  
 Instructions  
 Reference Plans S.O. 804, 5943, Trig. diagram book, page 3.  
 Field book 1884 p. 73  
 Traverse book 178 p. 27  
 Examined by C.R. Fisher, 10.1.1972 (C.R. 50)  
 Recorded S. Chadwick, B.M. 797, 10.1.72  
 Plan in order for approval  
 G. Cilla 10/1/72

Plan of Land to be Taken for Road, being part Run 339<sup>B</sup>,  
 Survey Block & District Block 1, NEVIS S. D.  
 Land District Q.T.A.G.D. Local Authority VINCENT COUNTY COUNCIL  
 Scale 2 chains to an inch. Surveyed by M<sup>r</sup> George & Elder. Date November, 1971.  
 I, George Robertson, Elder of Alexandria, Registered Surveyor and holder of an annual practising certificate, hereby certify that this plan has been made from surveys executed by me; that both plan and survey are correct and have been made in accordance with the regulations under the Surveyors Act, 1938.  
 Dated at Alexandria this 26<sup>th</sup> day of November 1971.

Approved  
 M<sup>r</sup> MacCraith  
 Chief Surveyor 18/1/72  
 This space reserved for plan numbers  
**17331**

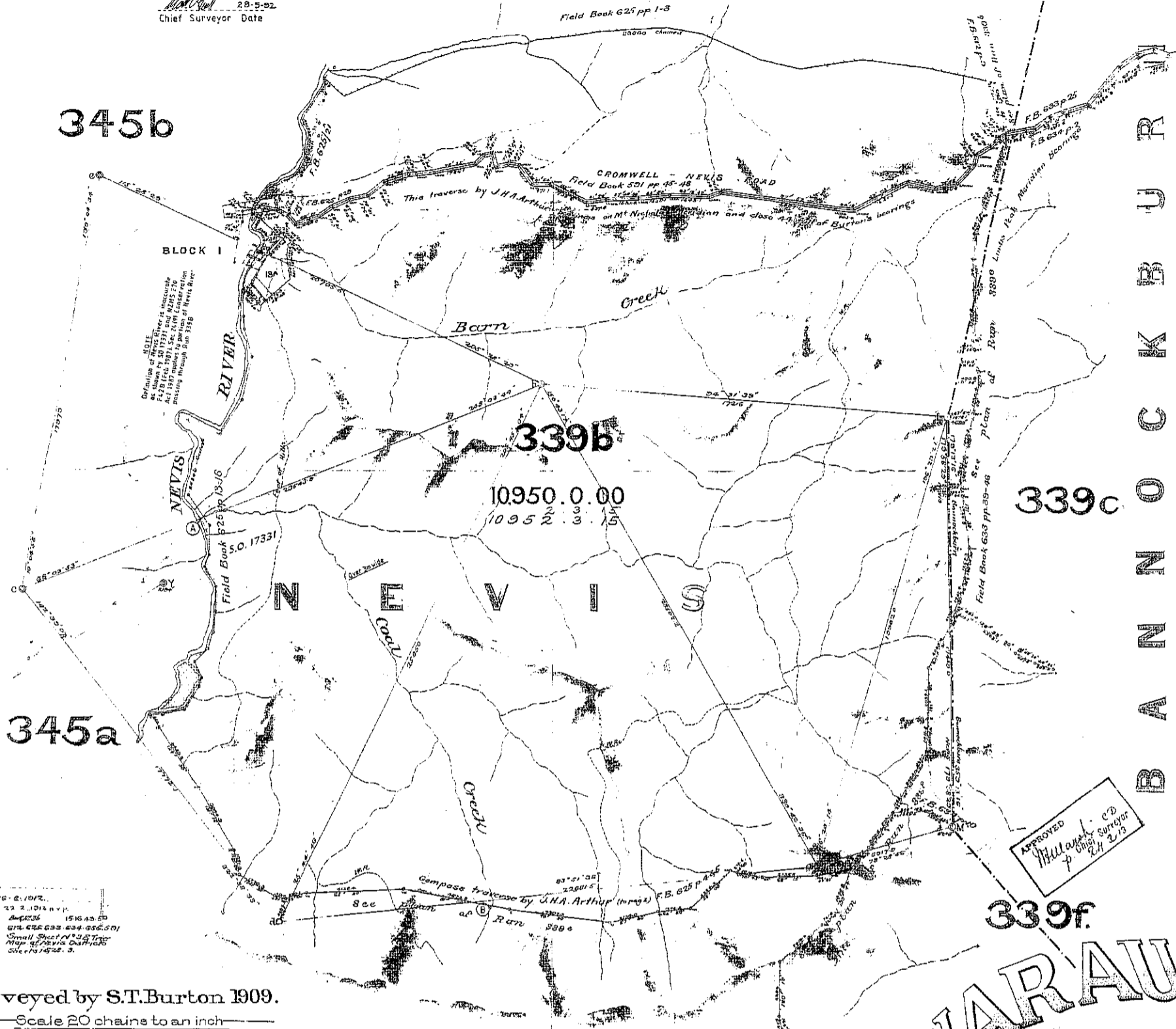
Part IVA Conservation Act 1937  
 (Marginal Strips)  
 Shown Lease Description Waterway Subject to Section Effective Date  
 (A)-(B) P 233 Pt Run 339B Coal Creek 24(F) & 24(F) 1-7-52

Note: Under Sec 24(F) the bed of the stream remains in Crown ownership

*[Signature]* 28-9-52  
 Chief Surveyor Date

330b

345b



345a

339b

10950.0.00  
 10952.3.15

339c

339f

339e

RUN 339b

**KAWARAU**  
 APPROVED  
*[Signature]* Chief Surveyor  
 24/3/52

804

Sheet 14

16-2-1912.  
 22 2,1014 n.p.  
 24-2-26 1516 45.50  
 27.1.52 633 634 652.50  
 Small Sheet No. 127  
 Map of Nevis District  
 Sheet No. 1452. 3.

Surveyed by S.T. Burton 1909.  
 Scale 20 chains to an inch



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



Search Copy

*R. W. Muir*  
Registrar-General  
of Land

**Identifier** OT386/130  
**Land Registration District** Otago  
**Date Registered** 16 December 1959 02:23 pm

**Prior References**  
OT337/91

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<b>Type</b>	Lease under s83 Land Act 1948	<b>Term</b>	33 years commencing on the first day of July 1959 and renewed for a further 33 years commencing on the 1.7.1992
<b>Area</b>	4432.4586 hectares more or less		

**Legal Description** Run 339B

**Proprietors**  
Nevis Holdings Limited

**Interests**

Prospecting Licence embodied in Register OT9D/87 - 11.7.1984 at 11.06 am  
690198 Certificate extending the term of Prospecting Licence embodied in Register OT9D/87 - 5.11.1987 at 9.03 am  
852096.1 Renewal of the within Lease for a further period of 33 years commencing on the 1.7.1992 and fixing (for the first 11 years) the annual rental at \$1500.00 calculated on a rental value of \$100,000.00 - 25.3.1994 at 10.46 am  
Mining Licence embodied in Register OT9D/540 - 22.3.1996 at 9.13 am  
937706.6 Variation of covenants, conditions and restrictions contained in the within Lease - 8.10.1997 at 9.04 am





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



R. W. Muir  
Registrar-General  
of Land

**Historical Search Copy**

**Identifier** OT386/130  
**Land Registration District** Otago  
**Date Registered** 16 December 1959 02:23 pm

**Prior References**  
 OT337/91

<b>Type</b>	Lease under s83 Land Act 1948	
<b>Area</b>	4432.4586 hectares more or less	<b>Term</b> 33 years commencing on the first day of July 1959 and renewed for a further 33 years commencing on the 1.7.1992

**Legal Description** Run 339B

**Original Proprietors**  
 Nevis Holdings Limited

**Interests**

- Prospecting Licence embodied in Register OT9D/87 - 11.7.1984 at 11.06 am
- 690198 Certificate extending the term of Prospecting Licence embodied in Register OT9D/87 - 5.11.1987 at 9.03 am
- Mining Licence embodied in Register OT9D/367 - 27.9.1990 at 10.18 am
- 852096.1 Renewal of the within Lease for a further period of 33 years commencing on the 1.7.1992 and fixing (for the first 11 years) the annual rental at \$1500.00 calculated on a rental value of \$100,000.00 - 25.3.1994 at 10.46 am
- Mining Licence embodied in Register OT9D/540 - 22.3.1996 at 9.13 am
- 937706.6 Variation of covenants, conditions and restrictions contained in the within Lease - 8.10.1997 at 9.04 am
- 5006478.2 Exploration Permit for the duration of 5 years commencing on 14 March 2000 to Prophecy Mining Limited - 1.8.2000 at 9:48 am
- 5010435.1 Surrender of Permit OT9D/367 - 13.10.2000 at 9:00 am
- 5077200.1 Surrender of Exploration Permit 5006478.2 - 30.8.2001 at 9:57 am

NEW ZEALAND  
LAND DISTRICT 203

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

[L and S. B. - 1]

Entered in the Register-book, Vol. 386 fol. 130

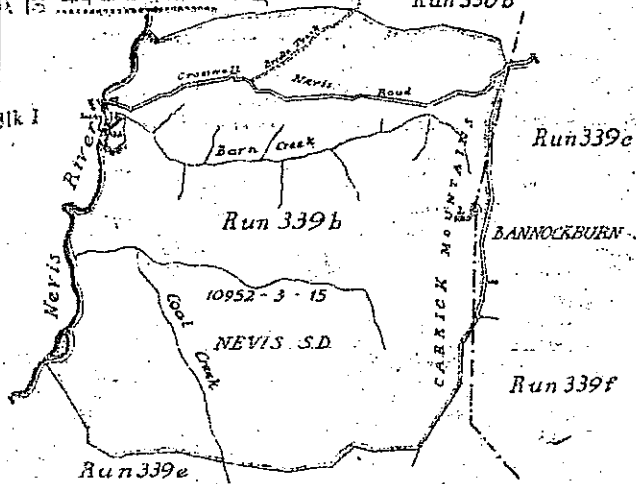
16th day of December  
1959 at 3:23 o'clock  
A. W. [Signature]  
Act. Land Registrar.

Issued as a Renewal of (or in Exchange for) Lease registered in Vol. 337 fol. 91

Pastoral Lease of Pastoral Land under the Land Act, 1948

No. P. 233

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 **NEVIS & Bannoockburn S.Ds** 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 parts of parcel of land containing by admeasurement 13,552 acres more or less, situated in the Land District of Chicago, and being Run 330a, Nevis and Bannoockburn 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. 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 Chicago the clear annual rent of one hundred and fifty-five pounds (£155) 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.

Scale 80 chains to an inch

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

1. THAT the Lessee will fully and punctually pay the rent hereinafter reserved at the times and in the manner hereinafter stated in 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 rule 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 Chicago (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, 1946, 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-Nuisance Act, 1946, 1955.
7. THAT the Lessee will clean and clear from weeds and keep open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing therein.
8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land to their full insurable value in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit with the Commissioner every such policy and, not later than the forenoon of the day on which any such premium becomes payable, the receipt for the premium.
10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, fell, sell, or remove any timber, tree, or bush growing, standing, or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such timber, tree, or bush unless the Commissioner otherwise approves: Provided that the consent of the Commissioner as aforesaid shall not be necessary where any such timber or tree is required for any agricultural, pastoral, household, roadmaking, or building purpose on the said land or 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, 1946, burn any tussack, scrub, fern, or grass on the said land, nor permit any tussack, 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 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, 1948) on or under the surface 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, though 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, dwellinghouse: 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 by 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 86 (3) of the Land Act, 1948, a new lease of the land hereby leased as a term 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.

Max from 300  
M. 148072  
Case Refer to D.L.

386/130

386130

- (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 clovers and grasses to the satisfaction of the Commissioner.
- (f) THAT the Lessee shall exercise due care in stocking the said land and shall not overstock, and for the purpose of this clause it is hereby mutually declared and agreed between the Land Settlement Board and the Lessee that the number of stock to be depastured on the said land during the winter months shall not, without the prior consent of the Commissioner, exceed see below sheep on a basis of a count of one fine dry sheep and of one and a half for breeding ewes.
- (g) THAT if the Lessee shall leave New Zealand or abandon the said land or if he cannot be found or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied to the satisfaction of the Land Settlement Board or the Commissioner, as the case may be, or make default for not less than two months in the payment of rent, water levy, or other payments due to the Lessor, then the Land Settlement Board may, subject to the provisions of section 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.
- (h) THAT these presents are intended to take effect as a pastoral lease under the Land Act, 1948, and the provisions of the said Act and of the regulations made thereunder applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

SCHEDULE

IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE

K11

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—  
 Witness: Brian James Connell  
 Occupation: Land Office Clerk  
 Address: Dunedin

W. W. W. W.  
Commissioner of Crown Lands.

Signed by the above named as Lessee, in the presence of—  
 Witness: G. J. Murphy  
 Occupation: Woolmaster  
 Address: Bannockburn Road, Bannockburn

S. E. Jolly  
Lessee.

(P) THAT the Lessee shall be deemed not to have failed to use the area in stocking, or to have overstocked so long as the number of sheep depastured on the said land does not exceed 3850 (inclusive of 1500 breeding ewes (being an increase of ten per cent on the carrying capacity on which is based the rent hereinafore reserved) but the Commissioner may by notice in writing require 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 restriction consented to by the Commissioner shall not affect the rent payable hereunder.

W. W. W. W.  
Deputy Commissioner of Crown Lands.

S. E. Jolly  
Lessee.

Mortgage 370 Discharged  
Stephenson  
2nd May 1974  
3-11-1971

Prospecting Licence under the Mining Act 1971 affecting part of the within land in favour of Carpenter Exploration Company (Proprietary) Limited for a term of three years commencing on the 10th day of April 1975  
 See VOL 5D FCL 19

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. L. McBurn A.L.R.

377822 Transfer to Edgar Parcell of Bannockburn Farmer and Anne Christina Parcell his wife - 3.11.1971 at 10.52 am  
J. L. McBurn A.L.R.

Prospecting Licence under the Mining Act 1971 affecting part of the within land in favour of Carpenter Exploration Company (Proprietary) Limited for a term of three years commencing on the 12th day of June 1975  
 See VOL 5D FCL 24

377823 Mortgage to the State Advances Corporation of New Zealand and 3.11.1971 at 10.54 am  
 DISCHARGED 29 MAR 1982  
J. L. McBurn A.L.R.

377824 Mortgage to Stuart Edwin Jolly - 3.11.1971 at 10.54 am  
 DISCHARGED 29 MAR 1982  
J. L. McBurn A.L.R.

63937 Variation of Mortgage  
7824 - 17.8.1976 at 10.59 am

*Will*  
A.L.R.

465393 Discharged The Rural  
Banking and Finance Corporation  
of New Zealand - 19.9.1976 at  
2.43 pm

**DISCHARGED**  
*J. J. J.*  
A.L.R.

481554 Mortgage of Wrightson N.M.A.  
Limited - 18.1.1977 at 11.00 am

**DISCHARGED**  
24  
*[Signature]*  
A.L.R.

491215 Transmission of Mortgage 377824  
to Allan Stuart Jolly and Shirley Eliza-  
beth Struthers as Executors entered  
7.2.1978 at 11.39 am

*J. J. J.*  
A.L.R.

536777/1 Certificate vesting mortgage 377823  
in The Rural Banking and Finance Corporation  
of New Zealand - 20.6.1980 at 2.34 pm

*[Signature]*  
A.L.R.

564614 Mortgage to The Rural Banking and  
Finance Corporation of New Zealand -  
29.10.1981 at 1.58 pm

**DISCHARGED**  
25 MAR 1982  
*J. J. J.*  
A.L.R.

572960/7 Mortgage to The Dominion Investment  
and Banking Association - 29.3.1982 at 2.22 pm

*[Signature]*  
A.L.R.

572960/8 Mortgage to The Rural Banking and  
Finance Corporation of New Zealand - 29.3.1982  
at 2.22 pm

**DISCHARGED**  
25 MAR 1982  
*J. J. J.*  
A.L.R.

~~XX  
XX  
XX  
XX  
XX~~

572960/10 Memorandum of Priority ranking  
Mortgage 572960/7 as first Mortgage, Mortgage  
572960/8 as second Mortgage, Mortgage 481554  
as third Mortgage, Mortgage 564614 as fourth  
Mortgage - 29.3.1982 at 2.23 pm

*[Signature]*  
A.L.R.

618061 Prospecting Licence under  
the Mining Act 1971 affecting  
part of the within land in favour  
of L and M Mining Limited for  
a term of 3 years commencing  
6.7.1984 - 11.7.1984 at 11.06 am  
See Volume 9D Folio 87

*[Signature]*  
A.L.R.

679092 Mortgage to The National  
Bank of New Zealand -  
21.5.1987 at 9.22 am

**DISCHARGED**  
25 MAR 1991  
*J. J. J.*  
A.L.R.

690198 Certificate of Renewal of  
Prospecting Licence 9D/87 for a  
further period of 3 years to 5.7.1990  
- 5.11.1987 at 9.03 am

*[Signature]*  
A.L.R.

700614 Prospecting Licence under the Mining  
Act 1971 affecting part of the within land  
in favour of L and M Mining Limited for  
a term of three years commencing on 12th  
April 1988 - 20.4.1988 at 9.24 am  
See Volume 9D Folio 240

*[Signature]*  
A.L.R.

722485/1 Change of Name of the Mortgagee in  
Mortgage 572960/7 to Broadlands Building  
Society - 22.2.1989 at 9.15am

*[Signature]*

722485/3 Mortgage to the Otago Farmers Finance  
(Otago) Limited - 22.2.1989 at 9.15am

**DISCHARGED**  
25 MAR 1994  
*J. J. J.*  
A.L.R.

750723 Surrender of Prospecting  
Licence 9D/240 as to Part Run 339B  
Nevis S.D. - 23.3.1990 at 9.43 am

*[Signature]*  
A.L.R.

751223 Surrender of Prospecting Licence  
9D/87 as to Part Run 339B Nevis Survey  
District - 2.4.1990 at 9.43am

*[Signature]*  
A.L.R.

764238 Mining Licence under the Mining Act 1971 over  
part of the within land in favour of L & M Mining  
Limited for a term of 10 years commencing on 18.9.1990  
- 27.9.1990 at 10.18 am  
See 9D/367



A.L.R.

C.T. 386/130

7839 Renewal of Prospecting Licence 9D/240  
held by L and M Mining Limited for a further  
term of 2 years to the 12th of April 1993 - 22.7.1991  
at 9.07am

*Pilman*  
A.L.R.

885704 Transfer affecting the estate of  
Her Majesty the Queen in fee simple being  
a grant of a right to convey water (in  
gross) over part marked A-B on the  
diagram annexed thereto together with  
incidental rights in favour of Carrick  
Irrigation Company Limited - 30.6.1995 at  
11.54am  
CT 17C/834 issued

*Jumavett*

852096/1 Memorandum renewing the  
term of the within lease for a  
further period of 33 years  
commencing on the 1.7.1992 and  
fixing (for the first 11 years) the  
annual rental at \$1500.00  
calculated on a rental value of  
\$100,000.00 - 25.3.1994 at 10.46 am

*Jumavett*  
A.L.R.

A.L.R.  
904243 Mining Licence under the Crown  
Minerals Act 1991 over part of the within  
land in favour of DML Mining Limited for a  
term of six years commencing on 6.3.1996  
- 22.3.1996 at 9.13am  
See Volume 9D Folio 540

*Jumavett*  
A.L.R.

352096/6 Transfer of her interest  
Anne Christina Parcell to Edgar  
Parcell of Bannockburn farmer -  
25.3.1994 at 10.46 am

*Jumavett*  
A.L.R.

937706.6 Memorandum varying the  
covenants, conditions and  
restrictions contained in the  
within lease

937706.8 Transfer to Nevis Holdings  
Limited

All 8.10.1997 at 9.04

*Jumavett*  
for DLR

852987/1 Transfer to Robert William  
Brown of Ben Nevis near Cromwell Farmer  
(4/5 share) Sandra Louise Brown of Ben  
Nevis near Cromwell Married Woman Hugh  
Aaron Radford of Queenstown Farmer  
Alastair David Stark of Clyde Chartered  
Accountant and Roger Norman Macassey of  
Dunedin Solicitor (1/5 share jointly inter se)  
as tenants in common in the said shares -  
11.4.1994 at 10.47am

*Jumavett*  
A.L.R.

939375.1 ~~Extension~~ Permit under the  
Crown Minerals Act 1991 for the duration  
of 5 years commencing on the 30.10.1997  
- 11.11.1997 at 12.45pm  
CT 9D/599 issued

*K. Hoff*  
for DLR

852987/2 Mortgage of Electric  
Limited - 11.4.1994 at 10.47am

DISCHARGED  
8 OCT 1997  
*Jumavett*  
A.L.R.

*Jumavett*  
A.L.R.

853580 Mortgage of Electric Limited -  
18.4.1994 at 10.00am

DISCHARGED  
8 OCT 1997  
*Jumavett*  
A.L.R.

A.L.R.

857938 Caveat by Central Electric Limited  
entered 15.6.1994

WITHDRAWN  
3 NOV 1997  
*Jumavett*  
A.L.R.

A.L.R.

Image Quality due to Condition of Original

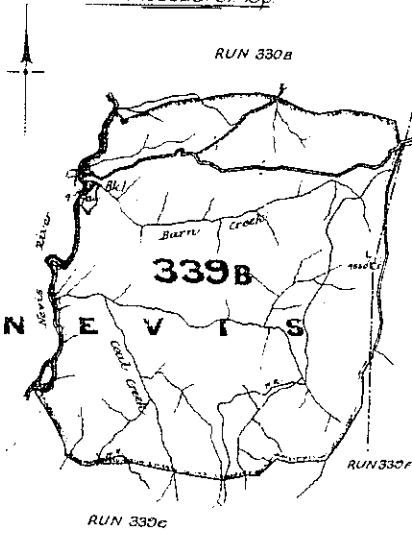


PLAN OF RUN No. No. 194.

License to occupy CROWN Lands for Pastoral Purposes.

EQUIVALENT METRIC AREA IS 4432.4586 Ha.

Area 10952a 3r 15p



BARMOUCHEBURN

Whereas GEORGE STEWART BROWN of NEVIS, FARMER, has 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 (Ten thousand nine hundred and fifty-two (10952) acres Three (3) roods fifteen (15) poles more or less, and being Run number, ed. Three hundred and thirty-nine B (339B) situate in the County of VINCANT 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 has paid the sum of Fifty-eight pounds (£58 : 0 : 0), being the first half-year's rent in advance for such Run: The said GEORGE STEWART BROWN 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, 1924, 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 One hundred and sixteen pounds (£116 : 0 : 0) in equal parts, half-yearly in advance, on the first day of March and the first day of September of each and every year, payable for the first time on the first day of August, 1931. 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 receipt or security for the purpose of defeating or evading the provisions of, or shall in any way whatsoever directly or indirectly commit or be party 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 256 of the Land Act, 1924; (3) That the licensee shall prevent the growth or spread of gorse, broom, hawthorn, blackberry, 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, hawthorn, 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 277 of the Land Act, 1924, in lieu of Pastoral License No. 1714.

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 therein.

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 nineteenth day of April, 1931.

Witness to the signature of the Commissioner of Crown Lands--

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

[Signature] Commissioner of Crown Lands

Seal 1/16" = 1 inch

I, GEORGE STEWART BROWN, the above-named licensee, hereby accept this license on the terms and conditions specified therein. Witness to the signature of the licensee

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

[Signature] Licensee

DISCHARGED

The Land Board of the Otago Land District has this day consented to the Mortgage of the within-written License from GEORGE STEWART BROCK of Nevis, Shepherd, to Alexander Benton of Nevis, Sheepfarmer, dated at Dunedin the 14th day of September, 1927.

(Sgd) R.G. GALBRAITH,  
Commissioner of Crown Lands.

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DISCHARGED

The Land Board of the Otago Land District has this day consented to the sub-mortgage of the within-written License from Alexander Benton of Nevis, Sheepfarmer, to Sinclair Calder Catering and of Dunedin, Company Manager, dated at Dunedin the 14th day of September, 1927.

(Sgd) R.G. GALBRAITH,  
Commissioner of Crown Lands.

159

The above endorsements are copied from the original License No. 1711 in terms of Section 8 of the Land Act, 1925.

*R.G. Galbraith*

PASTURAGE LICENSE

GEORGE STEWART BROCK

DUNEDIN

COMMISSIONER OF CROWN LANDS

Dated 15th April, 1931.

H.B.

The Land Board of the Otago Land District has consented to the Mortgage of the within written License from *George Stewart Brock* of Nevis, Sheepfarmer, to *Sinclair Calder Catering and of Dunedin, Company Manager*, dated at Dunedin the 14th day of September 1927.

*R.G. Galbraith*  
Commissioner of Crown Lands.

The Land Board of the Otago Land District has consented to the sub-mortgage of the within written License from *George Stewart Brock* of Nevis, Sheepfarmer, to *Sinclair Calder Catering and of Dunedin, Company Manager*, dated at Dunedin the 14th day of September 1927.

*R.G. Galbraith*  
Commissioner of Crown Lands.

The Land Board of the Otago Land District has consented to the Mortgage of the within written License from *George Stewart Brock* of Nevis, Sheepfarmer, to *Sinclair Calder Catering and of Dunedin, Company Manager*, dated at Dunedin the 14th day of September 1927.

*R.G. Galbraith*  
Commissioner of Crown Lands.

Transmission 24515 of Mortgage 260 to Sinclair Calder Catering and of Wellington Company Director do Dunedin. Entered 26 November 1931 at *M.D. [unclear]*

National Lease 356/130 issued 16.12.29



5337/311

**CDE 515 Request Manual Copy**

Document Type	Instrument	Request Id	40834
Reference Number	852096.1	User Id	dabercrombiedu
Land District	Dunago	Request Date	19/02/2002 09:49:54
Method of Delivery	Fax	Client Reference	dabercrombiedu
Requested By		Status	Pending
<input type="checkbox"/> Certified Copy			
Comments	Craigroy		
<b>Delivery Details</b>			
Firm	Abercrombie & Assoc Ltd		
Primary Contact	Mr David Abercrombie		
Street	P O Box 5056		
Town	Dunedin		
Country	New Zealand		
Postcode	9001		
Fax Number	03 474 9455		

Escs...      OK      Cancel



**MEMORANDUM OF RENEWAL AND VARIATION  
OF PASTORAL LEASE**

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

**AND**

**IN THE MATTER** of Pastoral Lease No P233  
registered in Volume 386  
Folio 130 Otago District Land Registry  
from HER MAJESTY THE QUEEN to  
EDGAR PARCELL OF  
BANNOCKBURN FARMER AND  
ANNCHRISTINA PARCELL HIS  
WIFE AS TENANTS IN COMMON  
IN EQUAL SHARES.

- (1) Pursuant to Section 170 of the Land Act 1948 the term of the abovementioned lease registered in Volume 386 Folio 130 Otago Land Registry is renewed for a term of 33 years commencing on the 1st day of July 1992. The covenant to pay rent and the rental value contained in the lease is hereby varied by deleting the said covenant and substituting the following:

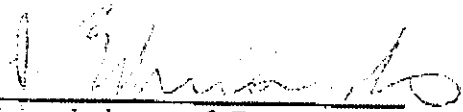
Yielding and paying therefore for the first 11 years of the said term unto the Landcorp Property Limited at Alexandra the annual rent of \$1,500.00 plus GST calculated on a rental value of \$100,000.00 payable without demand by equal half yearly payments in advance on the first day of January and the first 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 132A of the Land Act 1948.

- (2) Consequent upon this renewal Marginal Strips have been reserved pursuant to Part IVA of the Conservation Act 1987 as shown on SO Plan 804.

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

**IN WITNESS WHEREOF** the parties have hereunto subscribed their names this  
1st day of June 1993

**SIGNED** for and on behalf of HER MAJESTY )  
THE QUEEN by the Commissioner of Crown )  
Lands in the presence of: )  
)  
)

  
\_\_\_\_\_  
Commissioner of Crown Lands

Witness: Bullen  
Regional Administration Officer

Occupation: Department of Survey and Land Information

Address: Wellington

**SIGNED** by the Lessee )  
EDGAR PARCELL )  
in the presence of: )

  
\_\_\_\_\_  
Lessee

Witness: \_\_\_\_\_

Occupation: Self

Address: Wellington

**SIGNED** by the Lessee )  
ANN CHRISTINA PARCELL )  
in the presence of: )

  
\_\_\_\_\_  
Lessee

Witness: \_\_\_\_\_

Occupation: Self

Address: Wellington

MEMORANDUM OF RENEWAL OF PASTORAL LEASE

Particulars entered in the Register as shown herein on the date and at the time stamped below.

HER MAJESTY THE QUEEN · Lessor

District/Assistant Land Registrar of Otago

EDGAR PARCELL Lessee  
ANN CHRISTINA PARCELL

10.46 25.MAR.94  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY OTAGO  
ASST. LAND REGISTRAR  
386/130

852096.1



FILE

**CDE 515 Request Manual Copy**

Document Type: Instrument Request ID: 40891  
 Reference Number: 885704 User ID: dabercombiedu  
 Land District: Otago Request Date: 19/02/2002 08:52:35  
 Method of Delivery: Fax Client Reference: dabercombiedu  
 Requested By: Status: Pending  
 Certified Copy  
 Comments: Craigroy

**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

Esc. OK Cancel

NI (703.2, 704.2)

- EDS

right box?

~~not here 202~~

not in XL

# Facsimile

Toitu te  
**Land whenua**  
**Information**  
New Zealand



To: \_\_\_\_\_  
 Company: David Abercrombie  
 Fax No: 03 471 9455  
 From: [Redacted] A.G. Fahey  
 Date: 21.02.02  
 Page 1 of: 14  
 Our Ref: Your manual LOL request/s  
 Your Ref: As above

Land Information NZ  
 John Wickliffe House  
 Princes Street  
 Private Bag 1928  
 Dunedin  
 New Zealand  
 Tel 03-477 0650  
 Fax 03-477 3547  
 HTTP://www.linz.govt.nz

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**Subject: Manual request/s** 40874, 40877, 40879, 40880, 40882  
 40883, 40886, 40888, 40890, 40891  
 40892, 40941, 40943.

Dear Client

Please find following copy/s of manual requests received at this office.

We have searched extensively for your request/s but it cannot be found – Sorry.

937706/C

**MEMORANDUM OF VARIATION OF LEASE**

IN THE MATTER of the Land Act 1948

AND

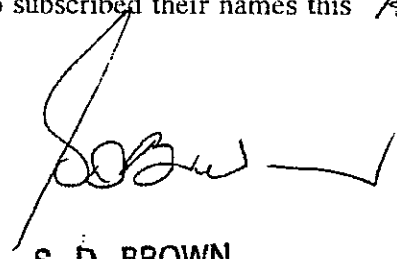
IN THE MATTER of Lease No P233 Volume 386 folio 130 Otago Registry from Her Majesty the Queen to ROBERT WILLIAM BROWN (4/5 SHARE), SANDRA LOUISE BROWN, HUGH AARON RADFORD, ALASTAIR DAVID STARK AND ROGER NORMAN MACASSEY (1/5 SHARE JOINTLY INTER SE) as tenants in common in the said shares.

The covenants conditions and restrictions contained or implied in the above-mentioned lease registered in Volume 386 folio 130 Otago Land Registry, are hereby varied as follows:

1. That should the Lessee with the consent of Her Majesty the Queen transfer, sublet or otherwise dispose of his interest in the land affected by the said lease or any part thereof to a company incorporated under the Companies Act 1955, then the following provisions shall apply.
  - (a) The provisions of Section 89 of the Land Act 1948, shall apply to all such transfers and other dispositions of shares in such a company as if such shares were interests in the said land and no share or shares in such company shall be transferred or otherwise disposed of by any shareholder without the consent of the Commissioner of Crown Lands.
  - (b) The provisions of the Land Act 1948, with regard to the residence shall continue to be applicable to the said lease notwithstanding the transfer or other disposition to such company provided however that such provisions shall be deemed to be complied with by such company only if and when there resides on the said land a person who manages the land on behalf of such company and who has been approved in writing for that purpose by the Commissioner of Crown Lands.
  - (c) A breach by the company or by any shareholder of all or any of the provisions of subclauses (a) and (b) hereof shall be deemed to be in breach of the covenants conditions and restrictions contained in the said lease entitling the lessor to exercise all or any of the powers conferred upon her by the said lease in such circumstances.
2. Save as hereby expressly varied all the covenants conditions and restrictions contained or implied in the Memorandum of Lease shall remain in full force.

IN WITNESS WHEREOF the parties have hereunto subscribed their names this 17 day of September 1997

SIGNED by the Commissioner of Crown Lands for and on behalf of HER MAJESTY THE QUEEN in the presence of: ) ) ) )

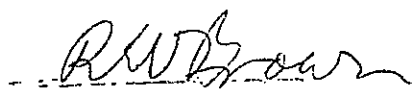


S. D. BROWN  
COMMISSIONER OF CROWN LANDS  
LAND INFORMATION N.Z.  
WELLINGTON

Witness: *[Signature]*

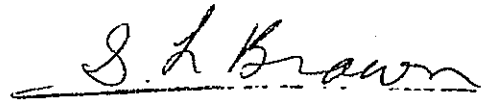
Occupation: LYNETTE PORTER  
TEAM MEMBER  
Address: NATIONAL OFFICE  
LAND INFORMATION N.Z.  
WELLINGTON

Signed by Robert William Brown as Lessee:



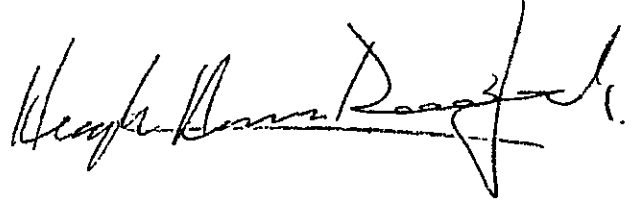
Witness: *[Signature]*  
Occupation: GRAEME MURRAY STOUT  
LEGAL EXECUTIVE  
COOK ALLAN GIBSON  
SOLICITORS  
DUNEDIN  
Address: \_\_\_\_\_

Signed by Sandra Louise Brown as Lessee:



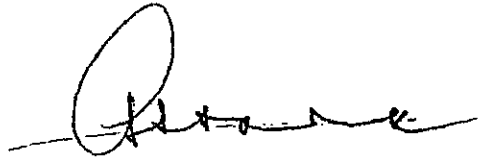
Witness: Caroline Knight *[Signature]*  
Occupation: Shop Owner  
Address: 38 Olive Street Cromwell

Signed by Hugh Aaron Radford as Lessee:



Witness: *[Signature]*  
Occupation: Journalist  
Address: 53 Puckers St. Blenheim

Signed by Alastair David Stark  
as Lessee:

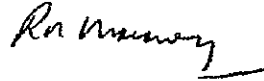


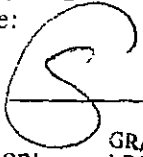
Witness: Kirsty George

Occupation: Receptionist

Address: Cromwell

Signed by Roger Norman Macassey  
as Lessee:



Witness: 

Occupation: GRAEME MURRAY STOUT  
LEGAL EXECUTIVE

Address: COOK ALLAN GIBSON  
SOLICITORS  
DUNEDIN

Handwritten text on the left margin, possibly a date or reference number, oriented vertically.



9.04 08.OCT.97 937706.6

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PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY OTAGO  
ASST. LAND REGISTRAR J. W. J. J. W. J.  
386/130 J

