



Crown Pastoral Land Tenure Review

Lease name : GLENROCK (RAKAIA)

Lease number : PC 140

Due Diligence Report (including Status Report) - Part 10

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.

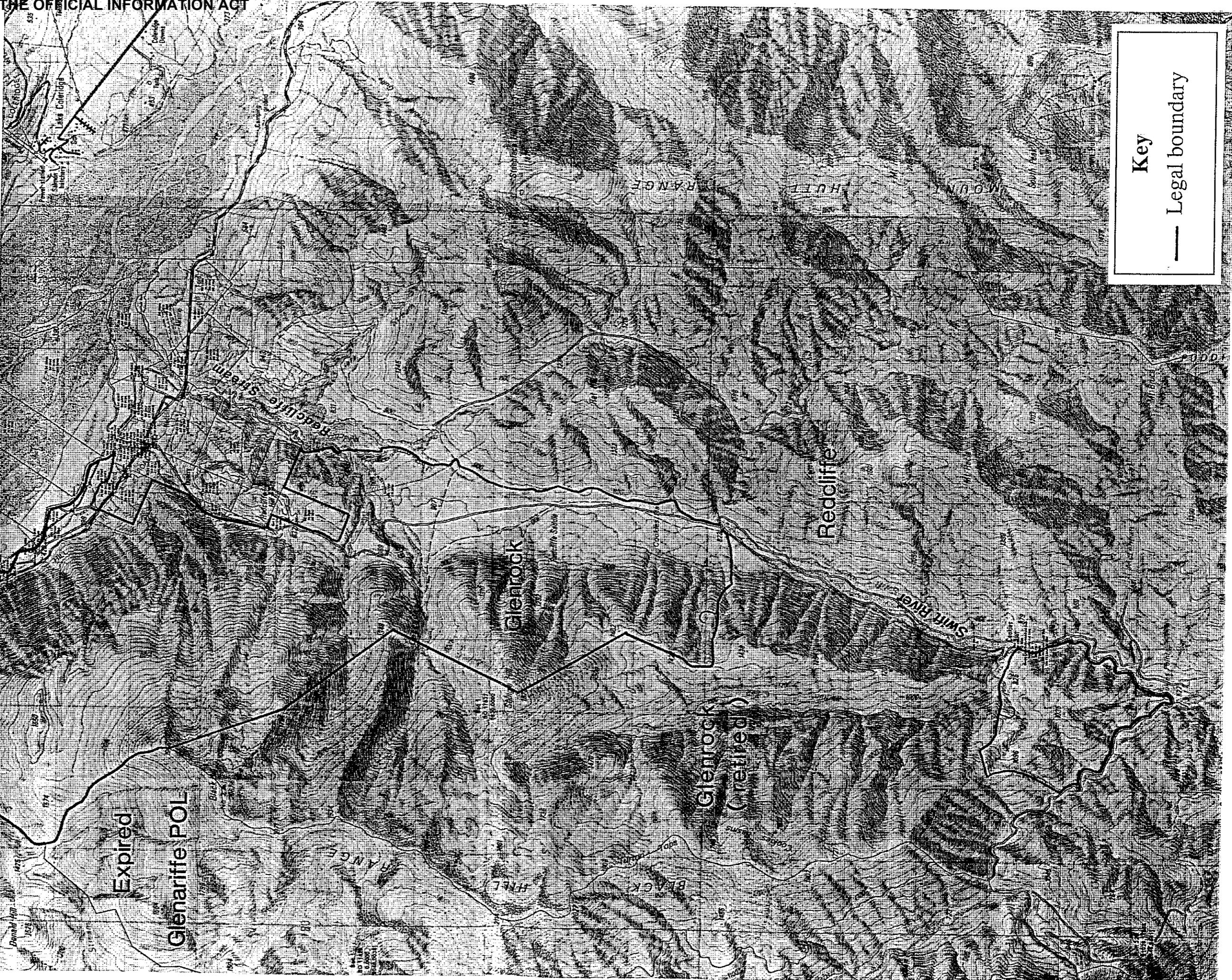
December 05

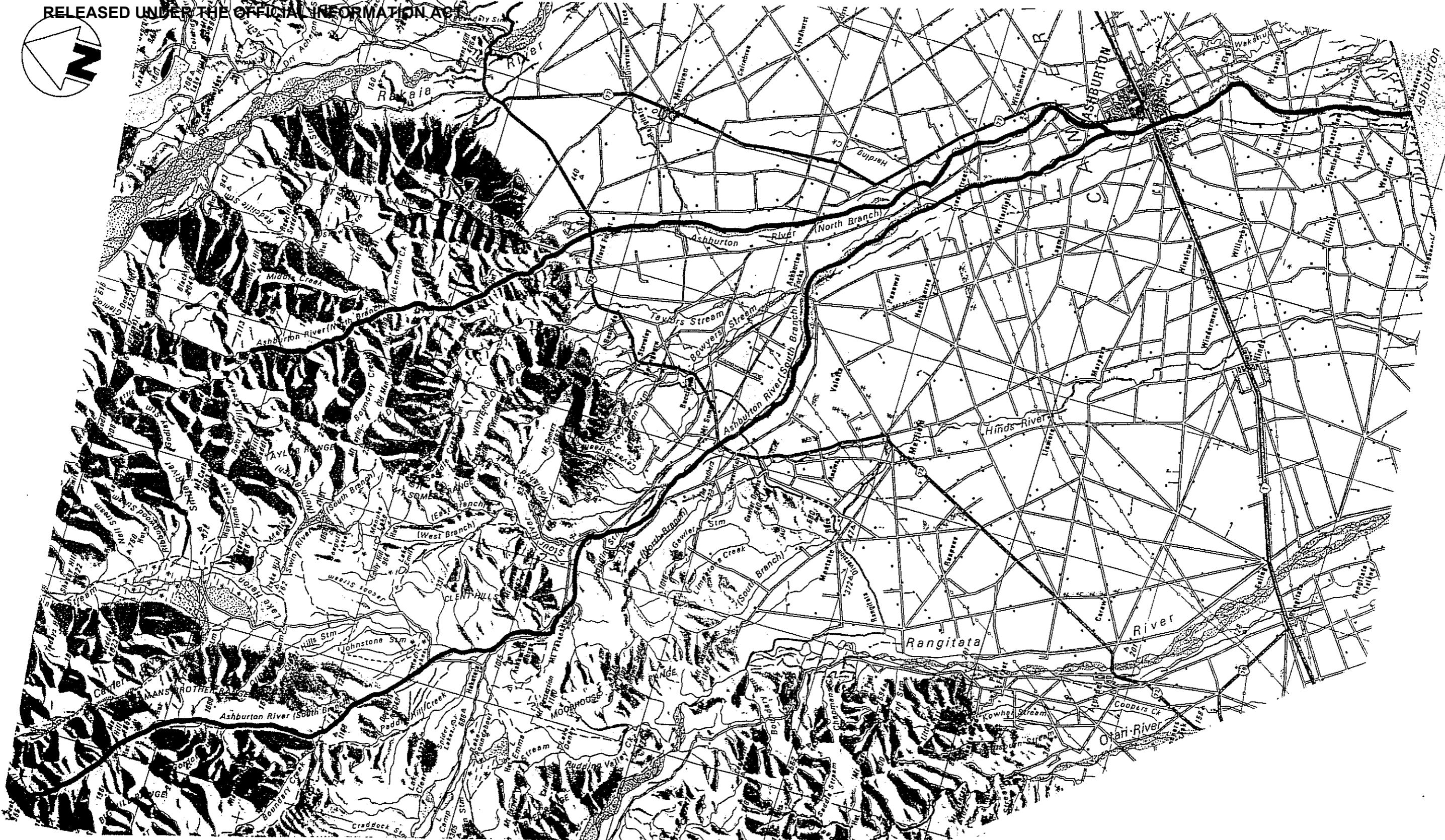
Topo/Cadastral

Glenrock

K35

1 0 1 2km





Scale of Original 1:250000

0 5 10 15km

Canterbury Land District

Territorial Authority: Ashburton District

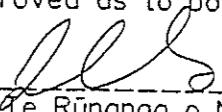
Terralink NZ Ltd

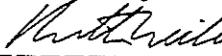
Survey Services
Christchurch

Hakatere (Ashburton River)

Areas referred to in the Deed of Settlement for the
Ngāi Tahu Claim

Approved as to boundaries:


 21/11/92
 for Te Rūnanga o Ngāi Tahu


 21/11/92
 on behalf of the Crown

MD 116

SO 19852

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Israel Government Land Exchange for Lease a P.R. 543,568
registered in Vol. fol.

1795
CANTERBURY

LAND DISTRICT

Not Registered under Land



5th day of May

1948

H. C. Green
Land Registrar

Pastoral Lease of Pastoral Land under the Laitu E., 1948

No. P.40

This Deed, made the First day of January, one thousand nine hundred and fifty-four between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and DUNCAN LEONARD TIBOR, of "Bethven" in the Dominion of New Zealand,

Further (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 hereinbefore reserved, and of the covenants, conditions, and agreements herein contained or implied and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee all that piece or parcel of land containing by admeasurement Forty thousand nine hundred and eighty-four acres (40,984) acres rods and perches, a little more or less, situated in the Land District of Canterbury, and being Run 260 "Silentrock" situated in Glenrock, Somers and Hutt Survey Districts, Ashburton County

(hereinafter referred to as "the said land"), as the same is more particularly delineated in the plan drawn thereon 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 January, one thousand nine hundred and fifty-four, together with the period between the date of this lease and the aforesaid first day of

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 Canterbury the clear annual rent of Three hundred and twenty-five pounds (£ 325. 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 £ 100. 0. 0 (one hundred pounds) by a deposit of £ 50. 0. 0 (fifty pounds) (the receipt of which sum is hereby acknowledged) and thereafter by half yearly instalments of £ 50. 0. 0 (fifty pounds) on the 1st day of January and 1st day of July in each year in the same manner as rent.

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 hereinbefore 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 may be 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 Canterbury (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, 1928.
 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) 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 fifteenth 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); 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 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 Native Tussock Act, 1946, burn any tussock, scrub, fern, or grass on the said land, nor permit an 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.

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 pasture 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, 1918) 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 authorised by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the said land or any adjacent land of the Crown, subject to the payment to the Lessee of compensation for all damage done to improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals:
- Provided that there shall be no right of way over, or right to work, extract, or remove any mineral from, any part of the said land which is for the time being under crop or used situated within 100 feet of a yard, garden, orchard, roadway, nursery, or plantation, or within 100 feet of any building: dwelling-house.
- 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 purpose on the said land, but not otherwise.
- (c) THAT upon the expiration by effusion of time of the term hereby granted and thereafter at the expiration of each succeeding term to be granted to the Lessee the outgoing leases shall have right to obtain, in accordance with the provisions of section 6(2) of the Land Act, 1918, a new lease of the land hereby leased at a rent to be determined in the manner prescribed by Part VI 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 provi-

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(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,-

- Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;
- Crop such area of the said land as is sufficient for the use of himself and family and his employees;
- Plough and sow in grass any portion of the said land;
- Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass;
- 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 that agreed between the Land Settlement Board and the Lessee that the number of stock to be kept upon the said land during the winter months shall not, without the prior consent of the Commissioner, exceed one sheep and one-half for breeding purposes.

(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 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.

(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.

(i) THAT the lessee shall be deemed not to have failed to use his care in stocking or to have overstocked so long as carrying capacity on wild land is based on the rent before 1948 reserved. But the Commissioner may by notice in writing, permit the carrying capacity to be increased above the amount so reserved if he deems it advisable or expedient to do so. Any permission so granted shall not affect the obligations by the Commissioner at any time and in particular in the event of a transfer. Any variations consented to by the Commissioner shall not affect the rent payable hereunder.

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

John Smith

, 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.W. Sparrow
Occupation Land Office Clerk
Address : Chancery Lane

J.W. Sparrow
Assistant Commissioner of Crown Lands

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

Witness : H. Ward
Occupation Foster Master
Address : The Haven

R.H. Brown
Lessee

Witness 310143. Mortgage of 310143
to James Hugh Enor and Peter C. Enor produced
18 August 1949 at 2-17pm

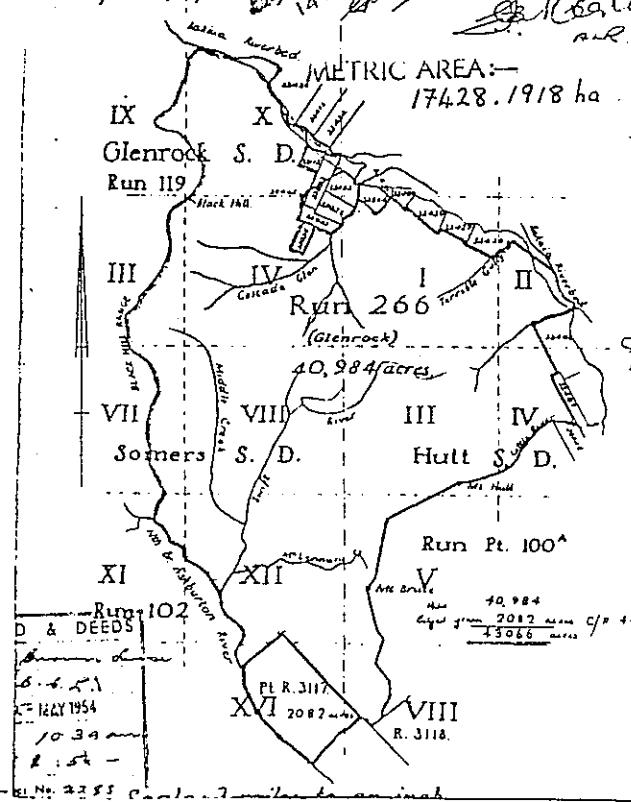
310143. Mortgage of 310143
to James Hugh Enor and Peter C.
Enor to Peter Charles Enor,
Anthony Enor and Ann Cleary
produced 11 November 1954 at 2-17pm

Transfer of 310143
to Charles Anthony, Peter and Ann Cleary
to Pauline Gillian Enor and Rosalind
Enor produced 21 December 1956 at 2-17pm

440702 Mortgage of 310143
containing 20.81 acres incorporated in
the title of the above named to James Hugh
Enor produced 28 June 1956 at 1-55pm

598378 Mortgage of 310143
within 1-17 changing
name to 266 Glenrock
produced 17 May 1957
to Pauline Gillian Enor and Rosalind
Enor produced 21 December 1956 at 2-17pm

Mortgage 869110 to The State Advance
Corporation produced 21 December 1956 at 2-17pm



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. Simpson M.R.

A.L.R.

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O.T 5/4/70

No. 157637/1 Fencing Agreement -
29.11.1977 at 9.21 a.m.

H. Sugden
for A.L.R.

No. 190768/1
Variation of the within lease -
23.8.1978 at 11.13 a.m.

J. P. S. G. J. S. G.
for A.L.R.

Transfer 190769/1 to Glenrock Land Company Limited -
at Christchurch - 23-8-1978 at 11.04 a.m.

J. P. S. G. J. S. G.
for A.L.R.

Mortgage 190769/2 to Dymock Bernard Ensor -
23-8-1978 at 11.00 a.m.

J. P. S. G. J. S. G.
for A.L.R.

Variation of Mortgage 190769/2 -
27.11.1978 at 11.07 a.m.

J. P. S. G. J. S. G.
for A.L.R.

Variation of Mortgage 869110 - 3.5.1979
at 11.33 a.m.

J. P. S. G. J. S. G.
for A.L.R.

Mortgage 224657/2 to The Rural Banking and
Finance Corporation - 23.8.1978 at 11.33 a.m.

J. P. S. G. J. S. G.
for A.L.R.

Variation of Mortgage 190769/2 - 10.12.1979
at 10.04 a.m.

J. P. S. G. J. S. G.
for A.L.R.

Variation of Mortgage 190769/2 - 10-12-1980
at 9.47a.m.

J. P. S. G. J. S. G.
for A.L.R.

No. 306609/1 Land Improvement Agreement under
Section 30A of the Soil Conservation and
Rivers Control Act 1941 - 22.12.1980 at
9.00 a.m.

J. P. S. G. J. S. G.
for A.L.R.

Mortgage 309243/1 to The Rural Banking and Finance
Corporation - 23-1-1981 at 10.19a.m.

J. P. S. G. J. S. G.
for A.L.R.

Variation of Mortgage 224657/2 - 10.6.1981 at
11.34 a.m.

J. P. S. G. J. S. G.
for A.L.R.

Variation of Mortgage 309243/1 - 10.6.1981 at
11.34 a.m.

J. P. S. G. J. S. G.
for A.L.R.

Variation of Mortgage 869110
6.11.1981 at 11.00 a.m.

J. P. S. G. J. S. G.
for A.L.R.

Variation of Mortgage 224657/2 - 29.4.1982 at 10.26 a.m.

J. P. S. G. J. S. G.
for A.L.R.

Variation of Mortgage 309243/1 - 25.5.1982
at 10.00 a.m.

M. J. B. B. B.
for A.L.R.

Transmission 411584/1 of Mortgage 190769/2
to Charles Robert Ensor and William Hugh
Duncan Ensor and Clyde Leslie Sugden as
Executors - 26.11.1982 at 10.05 a.m.

J. P. S. G. J. S. G.
for A.L.R.

Variation of Mortgage 869110 - 31-3-1983 at
9.31a.m.

J. P. S. G. J. S. G.
for A.L.R.

Variation of Mortgage 869110 - 29.11.1983 at
11.03 a.m.

J. P. S. G. J. S. G.
for A.L.R.

Mortgage No. 869110

is held in the Rural Banking
Finance Corporation of New
Zealand 26, 7 /1984 at 9.08am

J. P. S. G. J. S. G.
for A.L.R.

Variation of Mortgage 869110 -
21.1.1985 at 9.30a.m.

J. P. S. G. J. S. G.
A.L.R.

Variation of Mortgage 869110 -
8.8.1985 at 9.45a.m.

J. P. S. G. J. S. G.
for A.L.R.

~~EXPIRED~~

No. 792036/1 Change of Appellation whereby
the description of parts of the within land
are changed to Sections 1 (6630 ha), 4
(313.5500 ha), 18(9072 ha) and 21 (1240
ha) S.O. 17637, Sections 6 (1.5500 ha),
7(6900 m²) and 8(1900 m²) S.O. 17638,
Sections 9 (10.6900 ha), 10(2.9000 ha),
11(1906m²) and 12(400m²) S.O. 17639,
Sections 2 (1020m²), 3(4150m²) 13(19.9930
ha), 14(4.7990 ha), 15(6.8500 ha), 16
(14.3050 ha) and 17(2210m²) S.O. 17640,
Section 5 S.O. 17641 (6 ha) and Sections
19 (117.5500 ha) and 20 (2.7370 ha) S.O.
17642 - 6.3.1989 at 11.31am

J. P. S. G. J. S. G.

J. P. S. G. J. S. G.
for A.L.R.

No. 875102/4 Partial Surrender under Section
145 Land Act 1948 of Sections 1 & 4, SO
17637, Sections 6, 7 & 8 SO 17638, Sections
9, 10, 11 & 12, SO 17639, Sections 2, 3, 13,
14, 15, 16 & 17 SO 17640 and Section 5 SO
17641 containing 7012.4856 hectares -
9.5.1990 at 11.46am (Pastoral Lease 33A/1190
issued)

J. P. S. G. J. S. G.
for A.L.R.

over....

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574/70

No. 875102/6 Partial Surrender under Section
145 Land Act 1948 of Section 18, S0 17637
and Sections 19 & 20, S0 17642 containing
9192.2870 hectares - 9.5.1990 at 11.46am
(Pastoral Lease 33A/1191 issued)

Jendrell
for A.L.R.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

306609//

306609//

574/70

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100

DISTRICT LAND REGISTRY APR 1980



CANTERBURY / N.Z.

AGREEMENT UNDER THE OFFICIAL INFORMATION ACT

THIS AGREEMENT made the 10th day of December 1980
BETWEEN the SOUTH CANTERBURY CATCHMENT BOARD duly constituted
under the Soil Conservation and Rivers Control Act 1941 (herein-
after called "the Board") of the one part and GLENROCK LAND
COMPANY LIMITED of CHRISTCHURCH
(hereinafter with his executors, administrators and assigns
called "the Owner") of the other part.

WHEREAS the Owner is the owner/lessee of that parcel of land
described in the First Schedule hereto (hereinafter referred to
as "the said land").

AND WHEREAS it has been agreed by and between the Owner and the
Board that One Thousand, Two Hundred and Seven (1,207) hectares,
more or less, cross-hatched in the plan being the Second Schedule
hereto shall be destocked and surrendered to the Lands and Survey
Department when the off-site grazing provisions under the
"Mt Alford" Conservation Plan have been provided or within four
years from the date of this agreement whichever is earliest.

AND WHEREAS the parties hereto desire to enter into a Land
Improvement Agreement under subsection (3) of Section 30 and
under Section 30A of the Soil Conservation and Rivers Control
Act 1941.

AND WHEREAS the terms of this agreement as hereinafter set out
have been approved by the Soil Conservation and Rivers Control
Council.

NOW THEREFORE the parties hereto do hereby covenant and agree
one with the other as follows:

1. THE Owner shall and will grant full power and authority to
the Board, its Soil Conservators, Surveyors, Engineers, Employees,
Workmen, Agents, Servants and Invitees with or without horses,
carts, motor cars, trucks and other vehicles from time to time
and at all times during the period of this Agreement to enter
the land to be surrendered and remain upon such portions of the
said land as may be necessary for the purpose of carrying out works
having soil and water conservation objectives, inspecting the
progress and observing the results of the works and measures.

2. IT is hereby agreed by and between the parties that this

RELEASED UNDER THE OFFICIAL INFORMATION ACT

-2-

Agreement is a Land Improvement Agreement under subsection (3) of Section 30 of the Soil Conservation and Rivers Control Act 1941 and that all the provisions of Section 30A of that Act shall apply to this Agreement.

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2 UNDER THE OFFICIAL INFORMATION ACT

THE FIRST SCHEDULE

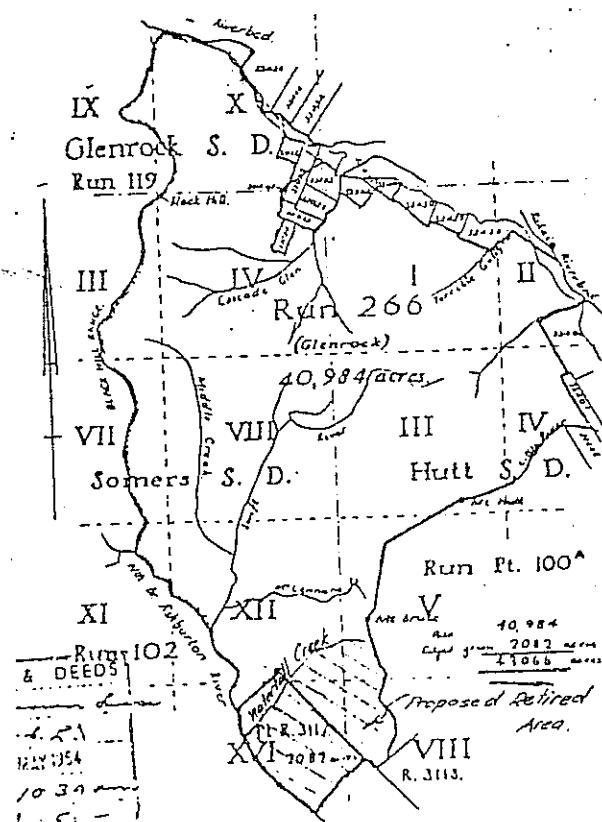
Run 266 "Glenrock" situated in Glenrock,
Somers, and Hutt Survey District, Ashburton
County (Includes Part Reserve 3117 -
2082 acres).

17,428.1918 ha.

Registered in Volume 574 Folio 70 Canterbury
Land District.

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THE SECOND SCHEDULE



UNDER THE OFFICIAL INFORMATION ACT

IN WITNESS whereof these presents have been executed on the day
and year first before written.

W^t GLENROCK LAND COMPANY LIMITED the Owner herein do hereby
bind myself and my successors in title to perform and observe the
terms and conditions of this agreement.

SIGNED by the said
GLENROCK LAND COMPANY
LIMITED

) as Owner in the presence of :

J. A. Mouat

Soil Conservator

D. L. Ensor
Director

THE COMMON SEAL OF
The South Canterbury Catchment Board
was hereunto affixed
in pursuance of a resolution
of the Board in the presence of:

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P. T. Scott Members of
the Board

J. H. ... Secretary

I, John Gordon Mouat of Timaru, Secretary to the
South Canterbury Catchment Board DO HEREBY CERTIFY that the
within written Agreement is one that is capable of registration
and I do hereby apply for the registration of the said Agreement
against the land above described in accordance with the provisions
of Section 30A of the Soil Conservation and Rivers Control Act 1941.

J. H. ... J. G. Mouat

To: *Cheif Surveyor*

RUN 266 (Lyellrock) - C.L. 574/70
 REPORT ON DEFINITION, ETC.

1. There is no one plan of the whole Run, therefore the area would be in doubt, not being based on the latest photogrammetric definition.
2. See attached N.T.M.S. 261 showing definitions of the various boundaries.
3. Re western bdy, north of the North Branch, Asburton River:-
 - (a) S.O. 11026 shows the northern end as along Donald Stream, the remainder (by implication only) along the summit of the Black Hill Range.
 - (b) The present lease, 574/70 (copy above fo. 384) is based on an amalgamation of former Runs 100 B, 119 A & Pt. 100 A. The former 119 A was in P.R. 568 (copy attached) which clearly shows the northern end as a fence line, the remainder (again by implication) as the Black Hill Range.
 - (c) S.O. 5976 is a plan of Runs 119 and 119 A, and shows the northern end as fence and stream, with the remainder, along the summit of the Black Hill Range, being surveyed & pegged. Where F.B.H. references have been readily found, I have shown these on the N.T.M.S. 261.

4. The entire N.E. bdy is surveyed, except Terrible Gully, Rakaiā river bank & Ruth Stream.

5. Unformed Legal Roads:-

- (a) There are 4 separate portions, shown _____ and numbered 1-4. Where there are vehicle tracks shown on N.T.M.S. 1 near or along the roads, these are shown ----. ① is surveyed, ②-④ are "Topo" roads.
- (b) There is a road shown at the south

(cont. p.2)

2.

✓ of R.S. 33024 (lower top centre), shown on the Record Sheet but not on any other records. I was told it was shown because it ~~is~~ is on topo 13 G. (checked & correct).

6. The lease is not subject to Sect. 58 Land Act 1948
see fo. 385 p. 7 para 13.

7. Possible areas for exclusion :-

(a) As shown yellow on topo under fo. 385. (N.B.: southern bdy as shown on topo is incorrect - should follow Campbells Stream & 2 right lines.)

(b) See. 58 strips, as above.

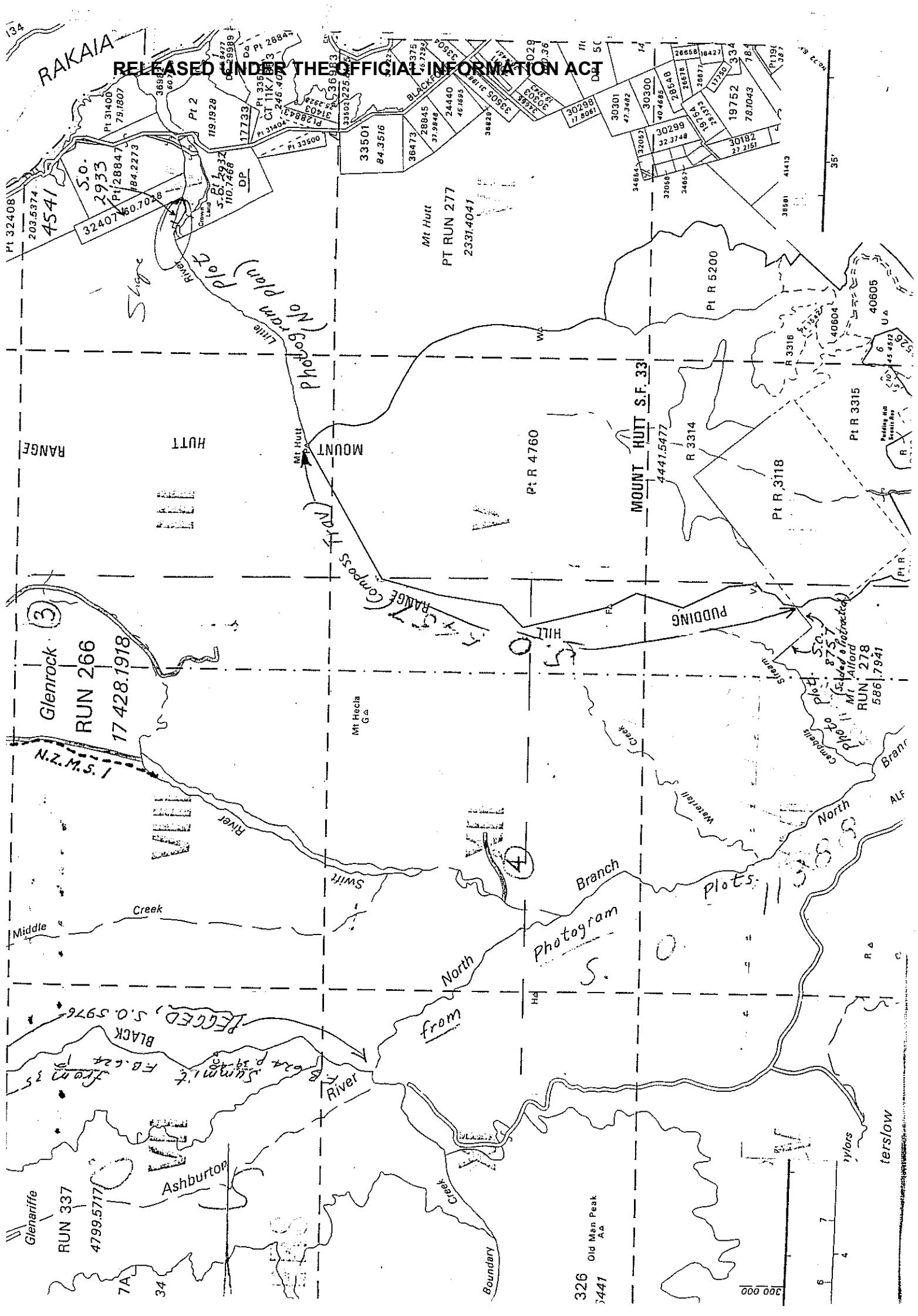
8. Subdn bdy - See fo. 385 p. 7 topo under 385 and cadastral under fo. 382.

9. Wetlands/conservation covenant:-

See fo. 385 p. 7, para. 12 & p. 8 para. 2

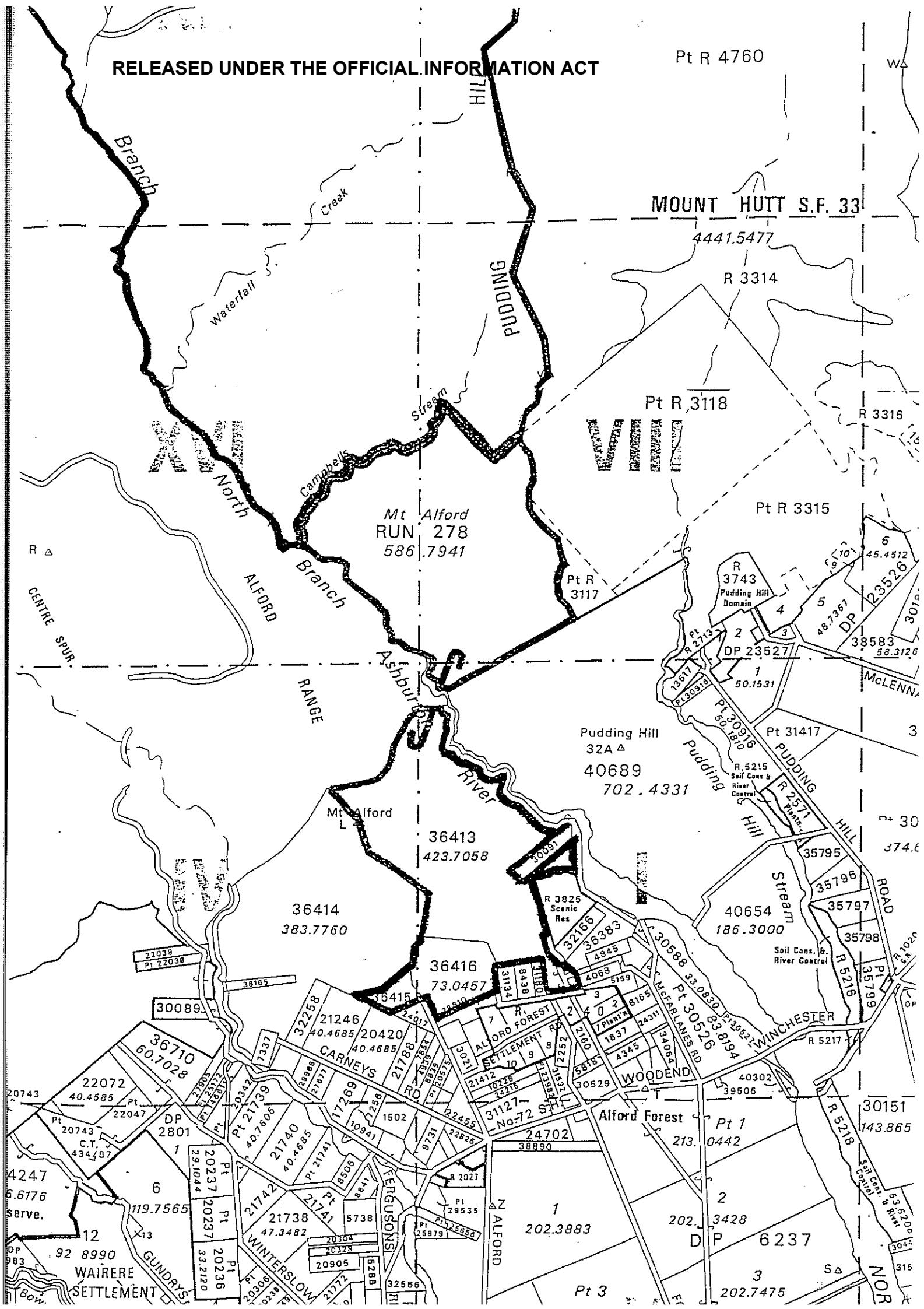
J.W.Duff
D.O.O. Stats
13/7/84.

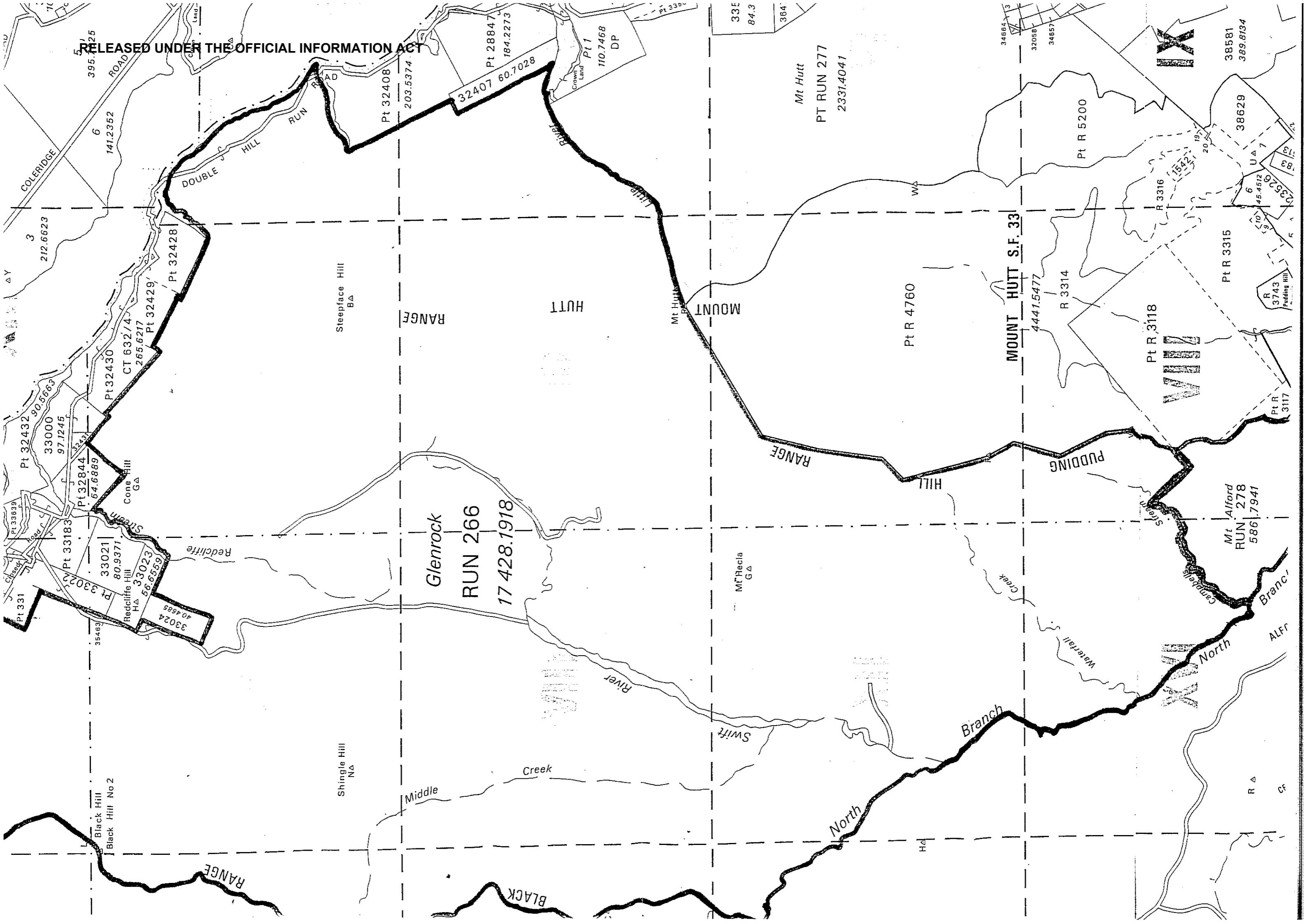
RELEASED UNDER THE OFFICIAL INFORMATION ACT



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Pt R 4760





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