

Crown Pastoral Land Tenure Review

Lease name : Long Acre

Lease number : PO 188

Due diligence report (including status report)

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.

Copied October 2002

**DUE DILIGENCE REPORT
TO THE COMMISSIONER OF CROWN LANDS**

AGENT'S REF: Po188 **LINZ REF:** **CASE NO:**

LEASE NAME: Longacre

LESSEE: Longacre Station Limited

LOCATION: Tarras

DATE OF THIS REPORT:

14 December 1999

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OFFICIAL INFORMATION ACT

LEASE DETAILS:

Land Tenure: Pastoral Lease.

Legal Description: Part Run 237G and Section 1 SO Plan 23198 Blocks I - IV Cluden Survey District Blocks XV and XVI Lindis Survey District comprised in CL 386/83 (*Otago Registry*).

Area: 3340.7979 hectares.

Term: 33 years from 1 July 1991 expires 30 June 2024.

Date of Next Review: 30 June 2002.

Rental Value: \$275,000

Annual Rent: \$4,125

LAND STATUS REPORT SUMMARY:

The Land Status Report prepared by the approved agent is attached.

SUMMARY OF FEATURES FROM TOPOGRAPHICAL AND CADASTRAL DATA:

Boundaries:

- (1) The northern boundary fence with Po193 Merivale may not be on the legal line, the adjacent unformed legal road is not the boundary as the correct line crosses the legal line in several places. The boundary fence with Po192 Shirlmar appears to have several minor deviations from the legal line.
- (2) The eastern boundary is an unformed legal road slightly west of the Dunstan Creek. The fence takes a practical flood free line and it is unlikely that it coincides with the legal road. On the ground the creek and legal road seem to be one and the same.
- (3) The southern boundary fence with Po237 Timburn appears to be on the legal line. The irrigation storage dam for Timburn's scheme is located just outside the boundary within Po188 Longacre at Grid Reference NZMS 260 G40 362988.
- (4) The western boundary is the marginal strip adjoining the Lindis River.

Legal Roads:

The Timburn Road (*also access for Po193 Merivale and Po237 Timburn*) is on the legal line.

Two unformed legal roads connect with other unformed roads that travel from Po237 Timburn, through this lease and then Po193 Merivale and Po192 Shirlmar to Po359 Morven Hills in the north.

Marginal Strips:

The Lindis River has a marginal strip (*Section 58 Land Act 1948*).

To the east, Cadastral information shows that the lease is bounded by the legal road not the Dunstan Creek. On the ground the creek and road seem to be one and the same. The Dunstan Creek has a marginal strip (*Section 58 Land Act 1948*) on the east bank only, that is not adjacent to the lease or legal road.

The Tim Burn Creek has a Section 24 (9) Conservation Act 1987 marginal strip throughout the property. The lessee informally objected to the creation of this marginal strip.

Historic Sites:

Longacre has two recorded sites, a set of stone yards and a stone hut. Both structures are likely to date from the original Morven Hills run.

Communication Sites:

We are not aware of any interest shown for communication sites on the property. The highest point on the lease is at 1247 m.a.s.l. on the Chain Hills, use of this site for communications is unlikely as it is too remote from any population base or the highway.

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SUMMARY OF LEASE DOCUMENT (CL 386/83):

- (1) Clause 14 of the lease document:

.....the lessee will not transfer his interest in this lease (Part Run 237G) unless he at the same time transfers his interest in SMG 1286.....(Run 594 or any substitute lease or licence).... to the same transferee to the intent that the land comprised in this lease shall continue to be worked with Run 694..... as one unit".

It is no longer possible to satisfy this clause should Longacre be sold. Run 694 was released from the title to Po192 Shirlmar when a boundary adjustment between Longacre and Shirlmar took place in 1990. In exchange, part of Shirlmar became Longacre.

- (2) *Memorandum 264202* Certificate of Alteration incorporating in the within lease Run 694 (3540 acres, 0 roods, 0 perches) registered 21 October 1968.
- (3) *Memorandum 610486* Electricity Agreement under Section 50 Electricity (*for the supply and use of electricity*), registered 28 February 1984.
- (4) *Memorandum 745522/2* Run 694 is now to be known as Section 4 SO Plan 23198, registered 22 December 1989.
- (5) *Memorandum 783488* Certificate of Alteration excluding Section 4 SO 23198 (1430 ha) from the within lease and incorporating Section 1 SO 23198 (840 ha) herein and decreasing the stock limitation to 2300 and the annual rental to \$475 registered 15 July 1991.
- (6) *Memorandum 793167/6* Transfer to Longacre Station Limited (*Memorandum 793167/5 Certificate of Alteration to vary lease terms*), registered 26 November 1991.
- (7) *Memorandum 808031/1* Lease renewal for a term of 33 years from 1 July 1991, annual rent for the first 11 years \$4,125 calculated on a rental value of \$275,000.
- (8) *Memorandum 823653* Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 (*to secure Rabbit and Land Management Programme*), registered 12 February 1993.

DETAILS OF ANY NEIGHBOURING CROWN OR CONSERVATION LAND:

From the information supplied by Opus, we cannot identify any Crown land other than marginal strip adjoining the lease.

FILE SEARCH:

A search of all relevant files held by Knight Frank on behalf of the Commissioner of Crown Lands has been carried out.

The search date of Po188 Longacre files began from 6 November 1928 (*starting from Folio 1*) to 10 October 1999 (*ending Folio 39*) covering three volumes (*refer appendix for more detail*).

A search of three LINZ files was carried out. No due diligence contingencies were identified other than mention of marginal strips on the Timburn Creek (*in place*) and Coal Creek (*not shown on Status Check maps*).

A major boundary adjustment occurred between Longacre and Po192 Shirlmar in 1990. Longacre's distant Bluecliffs Block (*1430 ha*) was exchanged for a 840 ha block on Shirlmar. This made the runs far easier to manage as the land on each lease is now contiguous. Based on the file information, there are no reasons to doubt the integrity of the boundary adjustment. We do not know how clause 14 of the lease document was dealt with.

SUMMARY OF GOVERNMENT PROGRAMMES APPROVED FOR THE LEASE:

- (1) This lease has been the subject of four Run Plans:
 - (a) A Run Plan fencing proposal was prepared in 1969 - 1970. This may have been a grant works as it was not secured against the title.
 - (b) A Run Plan for fencing was prepared in 1974, it seems that fencing and OSTD was added in 1976 and registered, 22 November 1976, discharged 6 December 1994.
 - (c) A Run Plan was prepared for cattle fencing in 1979 Run Plan, registered 19 March 1980, discharged 6 December 1994.
 - (d) Run Plan proposal for fencing and wind breaks drawn up July 1983. First additional of Run Plan for fencing on Bluecliffs approved 27 August 1985, registered 8 December 1983, discharged 28 March 1996.
- (2) A Rabbit and Land Management Programme was prepared in March of 1992 for an area of 709 ha, it was approved 21 May 1992, registered 12 February 1993.


There do not appear to be any contingent issues arising from Run Plans. Run Plan agreements have not been searched.

UNCOMPLETED ACTIONS AND POTENTIAL LIABILITIES TO THE CROWN:


Clause 14 of the lease document is now redundant following the boundary adjustment between Longacre and Po192 Shirlmar in 1990. An investigation of the relevance of Clause 14 may be warranted.

We cannot detect any other uncompleted actions or potential liability to the Crown.

Signed for Knight Frank (NZ) Limited:



Consultant 14 / 12 / 99



Manager 16 / 12 / 99

Approved/Declined

Commissioner of Crown Lands / /

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ATTACHMENTS:

- (1) Lease document 386/83.
- (2) List of information sources considered.
- (3) Land Status Check provided by agent.
- (4) Electricity Agreement dated 8 February 1984.

ATTACHMENT 2:

List of information sources considered:

- (1) Topographical Map NZMS 260 G40 and H40.
- (2) Terraview Cadastral map.
- (3) CL 386/83
- (4) Rabbit and Land Management Plan 38.
- (5) Files:

Files held by Knight Frank:

- Volume I** Po188 Longacre
(Opened 6 November 1928 Folio 1; closed 23 April 1979 Folio 192).
- Volume II** Po188 Longacre
(Opened 2 July 1979 Folio 193, closed 12 June 1991 Folio 148).
- Volume III** Po188 Longacre
(Opened 17 September 1991 Folio 1; closed 19 October 1999 Folio 39).

File search ended 19 October 1999.

Files held by LINZ:

- CPL/04/11/ 12491 ZCH *(Opened 1 March 1997 Folio 1, closed 18 October 1999 Folio 9).*
- 7900/04/P188 1 DDN *(Opened 1 January 1990 Folio 1, closed 1 January 1998 Folio 2).*
- 5200 D14 L10 1 DNO *(Opened 17 February 1997 Folio 1, to 20 February 1997 Folio 5).*

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**OPUS INTERNATIONAL CONSULTANTS LIMITED
DUNEDIN OFFICE**

Project Number 6NLI11.01/016YD

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No: 50175 dated September 1999 and is undertaken for the purposes of the Crown Pastoral Land Act 1998.



LAND STATUS REPORT for Timburn / Shirlmar / Longacre / Geordie Hill / Merivale and Nine Mile		LIPS Ref 12491
Property	4 of 7	Longacre

Land District	Otago
Legal Description	Part Run 237G and Section 1 SO 23198
Area	3340.7979 ha
Status	Crown Land under the Land Act 1948 subject to Pastoral Lease P 188.
Instrument of title / lease	CL 386 / 83
Encumbrances	1) Land Improvement Agreement registered as 823653 2) Subject to Marginal strips as detailed in research data.
Mineral Ownership	Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Purchase.
Statute	Land Act 1948 and Crown Pastoral Land Act 1998.

Data Correct as at	8 October 1999
[Certification Attached]	

Prepared by	G Patrick
Crown Accredited Agent	Opus International Consultants Ltd, Dunedin

Certified - correct as to status

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 under the Land Act 1948 subject to Pastoral Lease registered as 386/83.

Max Haydn Warburton
Chief Surveyor

Land Information New Zealand, Dunedin.

15/10/1999

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LAND STATUS REPORT for Timburn / Shirlmar /				LIPS Ref 12491
Longacre / Geordie Hill / Merivale and Nine Mile				
Pro	tv	4	of	7
				Longacre

<p>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.</p>	<p>Nothing noted on file.</p>
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**LAND STATUS REPORT for Timburn / Shirimar /
Longacre / Geordie Hill / Merivale and Nine Mile**

LIPS Ref 12491

Pro tv 4 of 7

Longacre

Research Data: *Some Items may be not applicable*

SDI Print Obtained	Yes / No
NZMS 261 Ref	G40 & H40
Local Authority	Central Otago District Council
Crown Acquisition Map	Kemp
SO Plan	SO 1189 being a plan approved in August 1913 of Run 237g SO 1190 being a plan approved in October 1924 of Part Run 237g - includes an amendment to show marginal strips. SO 1191 being a plan approved in August 1913 of Run 237g SO 2312 being a plan of Road deviation amended in July 1992 to show marginal strips. The strips relate to both Longacre & Timburn [P237]. SO 23198 approved December 1989 being a plan of Sections 1 - 4. Amended July 1992 to show Marginal Strips - these relate to Merivale (P192).
Relevant Gazette Notices	None found.
CT Ref / Lease Ref	1) CL 386/83 [live] 2) Sighted but not copied prior reference CL 259/148. Held on pastoral tenure since 1911. 3) Memo of Renewal registered as 808031/1.
Plan Index	Attached.
Legalisation Cards	SO 1189 - none SO 1190 - attached SO 1191 - none SO 23198 - attached
CLR	Confirms Pastoral status.
Allocation Maps (if applicable)	G40 & H40 DOC / SOE / Proposed SOE Claim Lands - Searched but nothing found. Data on Timburn file.
VNZ Ref - if known	Not applicable.
Crown Grant Maps	Not applicable.
If Subject land Marginal Strip : a) Type [Sec 24(9) or Sec 58] b) Date Created c) Plan Reference	a) i Sec 24(9) ii Sec 24(3) b) i 1/7/91 ii Prior to 1987 c) i SO 1190 a - b, SO 2312 a - b and c - d, ii SO 2312 e - f and g - h.

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LAND STATUS REPORT for Timburn / Shirlmar / Longacre / Geordie Hill / Merivale and Nine Mile

LIPS Ref 12491

Proj v 4 of 7

Longacre

If Crown land - Check Irrigation Maps.	G40 & H40 Searched and nothing found. Data on Timburn file.
Mining Maps	G40 & H40 Searched and nothing found. Data on Timburn file.
<p>If Road</p> <p>a) Is it created on a Block Plan - Section 43(1)(d) Transit NZ Act 1989</p> <p>b) By Proc</p>	<p>a) SO Plan</p> <p>b) Proc Plan</p> <p>c) Gazette Ref</p>
<p>Other Relevant Information</p> <p>a) Concessions - Advice from DOC or Knight Frank.</p> <p>b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998</p> <p>c) Mineral Ownership</p> <p>d) Other Info</p>	<p>a) Knight Frank Ltd advised 24/9/99 that property not subject to any recreation permits.</p> <p>b) None known.</p> <p>c) Either</p> <p><input checked="" type="checkbox"/> Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Purchase.</p> <p><input type="checkbox"/> Contained in [provide evidence].</p> <p>d)</p>

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Land and Deeds Office
Former Reference
Registered in Vol. 259 fol. 148

NEW ZEALAND
STAGG
LAND DISTRICT
13 MAY 1958
193



Registered in the LAND REGISTRY OFFICE
under the LAND TRANSFER ACT
1952 and R.E. 20
386 pt. 83
13 day of May
1958
12
1958
Eastland Registrar

Pastoral Lease of Pastoral Land under the Land Act, 1948
No. P.168

This Deed, made the 13th day of March 1958, between HIS MAJESTY THE KING and JAMES SUTHERLAND HAMILTON, one thousand nine hundred and fifty-eight

of TARRAS, in the Dominion of New Zealand, is hereinafter referred to as "the Lessor", of the one part, and PARKER (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 those piece or parcels of land containing by admeasurement 2 rods and 17 perches, a little more or less, situated in the Land District of Otago, and being part B20 237G, Lindis and Cluden 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 devised unto the Lessee for the term of thirty-three years, commencing on the first day of July 1958, together with the period between the date of this lease and the aforesaid first day of July, 1958. The Lessee shall pay the clear annual rent of one hundred and seventy-five pounds (£175) 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 pence (£) on the 1st day of January and the 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 herebefore reserved at the times and in the manner herebefore reserved in that behalf: and she will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that may now or hereafter may be levied, 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 evidence 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 as an idle land 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 Commissioner in writing. 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 fence the said land properly and in a workmanlike 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 in the said land, the Commissioner of Crown Lands for the Land District of Otago (hereinafter referred to as "the Commissioner") cut and trim all live fences and hedges, clear and trim the said land of all noxious weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1950.
 6. THAT the Lessee will keep the said land free from animals, rabbits, and other vermin, and generally comply with the provisions of the Rabbit Nuisance Act, 1955.
 7. THAT the Lessee will clean and clear from weeds and keep open all drains, ditches, dykes, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or direct the water flowing therein.
 8. THAT the Lessee will at all times during the said term repair and maintain, and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
 9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land to their full insurable value in the name of the Commissioner in some insurance policy approved by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit with the Commissioner every such policy and, not later than the first day of January in any such year, the receipt for the same.
 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 Noxious Weeds Act, 1950, burn any rubbish, wood, fern, or grass on the said land, nor permit any rubbish, wood, 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 egress 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.
 14. (see back hereof)

- 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 by right, title, or claim whatsoever 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 mineral: 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 reserved within 100 yards of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any building or 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, on any such minerals for any agricultural, pastoral, household, roadmaking, or building purpose on the said land, but not otherwise.
 - (c) THAT upon the expiration 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 term 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 provision for the renewal thereof and all provisions ancillary or in relation thereto.

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- (8) THAT the Lessee shall have no right of acquiring the fee-simple of the said land.
- (9) 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 cutting and burning back 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, have the whole of the area that has been ploughed or cultivated properly laid down in good permanent clover and grass to the satisfaction of the Commissioner.
- (10) THAT the Lessee shall not be allowed to use the said land and shall not be allowed to use any part thereof for the purpose of this lease if he hereby mutually declared and agreed between the Land Settlement Board and the Lessee that the said land should be used for sheep and of one acre and a half for breeding ewes.
 - see below
- (11) 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 any arrears of rent or for any other breach of any covenant or condition of the lease.
- (12) THAT these covenants are intended to take effect as a post-emption 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 by the Commissioner as if such provisions had been fully set out herein.

SCHEDULE
IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE

NIL

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

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

Witness: M. P. Dewar
Occupation: Chief Executive Officer, Ministry of Agriculture
Address: Dunedin

G. G. Mac
Assistant Commissioner of Crown Lands

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

Witness: Maxwell
Occupation: Postmaster
Address: Dunedin

J. P. Hamilton
Lessee

(13) 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 2,970 (being an increase of ten per cent on the carrying capacity on which is based the rent hereinbefore reserved) but the Commissioner may if notified 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.

Clause 14 hereinafore contained:

14. THAT further to the provisions of Clause 5 hereof the Lessee will not transfer his interest in this Lease unless he at the same time transfers his Small Grazing Run Lease No. 1265 (Registered in Volume 307, folio 120 Otago Land Registry) or any lease or licence issued in renewal thereof or in substitution therefor over Run 694, Lindis Survey District to the same transferee so the intent that the land comprised in this lease shall continue to be worked with Run 694, Lindis Survey District as one unit.

J. P. Hamilton
Lessee

G. G. Mac
Assistant Commissioner of Crown Lands

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386/83

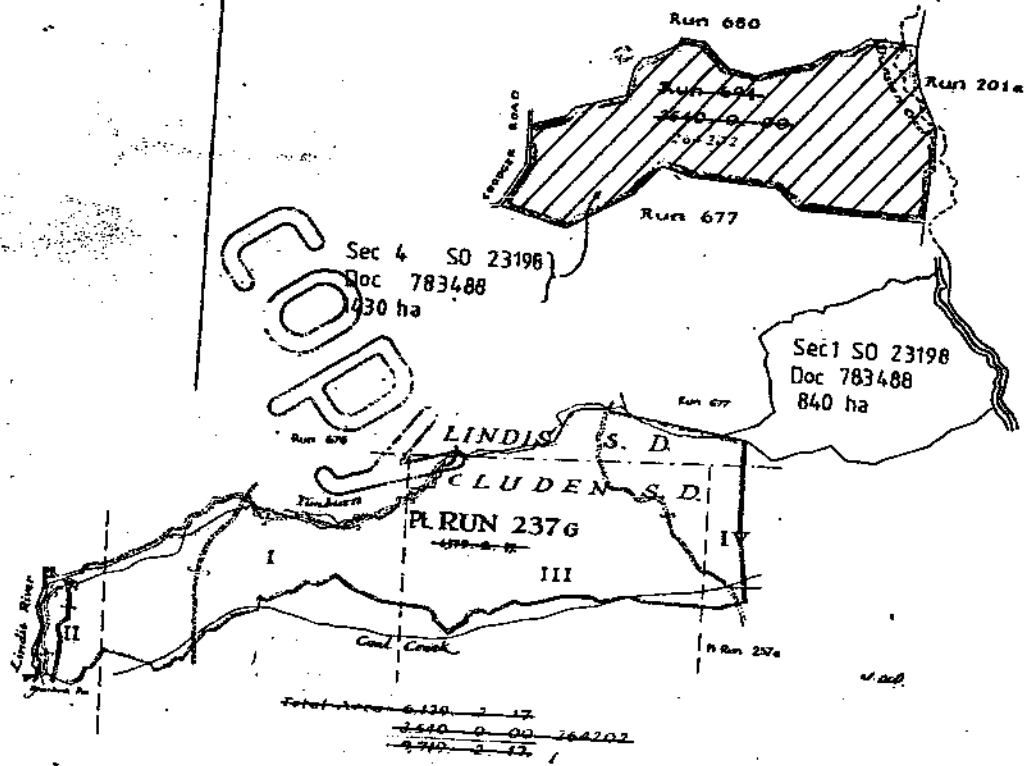
SECRET

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PL. RUN 237G
LINDIS CLUDEN S.D.

Scale - 80 meters to an inch
Total Area 479.2 ha

EQUIVALENT METRIC
AREA IS 3933.285 ha



Total Area	6.130	2.17
	3.540	0.00
	2.590	2.17

METRIC EQUIVALENT AREAS PL RUN 237G

Sec 4 SO 23198 Doc 745522/2

2500.7979	Ha
1430	ha
3930.7979	ha
1430	ha
840	ha
3340.7979	ha

Sec 4 SO 23198 Doc 783488 Excluded
 Sec 1 SO 23198 Doc 783488 Included

J.P.H.

J.P.H.

overlooked
 increase
 but the
 number
 subject to
 transfer.

Lease
 07,
 therefor
 in U.

DISCHARGED

4.11.99

38673

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DISCHARGED

James ...
James ...
James ...

James ...
James ...
James ...

237220 Transfer James ... Hamilton to Mark Davis (3 share) Mark John ... (1/2 share) and Grant Stephen ... (1/2 share) ...
at 9.47a

237221 mortgage the Registrar ...
at 9.57a

239516 mortgage ...
at 9.57a

264202 Certificate of alterations ...
at 11.24 AM

273675 ...
at 3.27 PM

273675 as a first mortgage ...
at 12.03 pm

Variation of mortgage 273675 ...
at 2.7a

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.

Variation of Mortgage 273675 -
24.9.1971 at 11.36 am

Grant of a Prospecting Licence in favour of Bronze Boulder Company Limited affecting part of Run 674 herein for a term of 2 years commencing on 23 January 1974.
7.2.1974 at 3.00 pm

Prospecting Licence under the Mining Act 1971 affecting part of the adjoining land in favour of Bronze Boulder Company Limited for a term of three years commencing 23rd May 1975
Produced 27.5.1975 at 2.24 pm
See Vol: 50 Fol: 33

451836 mortgage to Brodrick Parcell & Co. Agents' Securities ...
15.12.1975 at 12.52 pm

46916 agreement pursuant to Soil Conservation and Rivers Control Act 1961 entered
22.11.1976 at 1.34 pm

471538 Variation of Mortgage 273675 - 23.12.1976 at 2.32 pm

521861/1 Change of name of the Mortgagee in Mortgage 239516 to Wrightson NMA Farmers' Finance Limited entered 28.8.1979 at 10.48 am

521861/4 Transfer to Peter Coven Heath Davis and John Davis Lunn Davis both of Tarras Farmers as tenants in common in equal shares - 28.8.1979 at 10.49 am

521861/5 Variation of Mortgage 273675- 28.8.1979 at 10.49am

521861/6 Mortgage to the Rural Banking and Finance Corporation of New Zealand - 28.8.1979 at 10.49am

OVER....

C.T. 586/83

524156 Mortgage to Mark Davis -
8.10.1979 at 10.39 am

531757 Discharge of Mortgage Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 -
at 2.44 pm 1980

535673/1 Variation of Mortgage 521864/6 -
4.6.1980 at 10.37 am

535673/2 Mortgage to the Rural Banking and Finance Corporation of New Zealand -
4.6.1980 at 10.37 am

535673/3 Memorandum of Priority ranking Mortgage 535673/2 as third Mortgage, Mortgage 524156 as fourth Mortgage -
4.6.1980 at 10.37 am

535673/4 Variation of Mortgage 524156 -
4.6.1980 at 10.38 am

552133 Prospecting Licence affecting part of the within land in favour of Bronze Boulder Mining and Development Company Limited for a term of two years commencing on 1st April 1981 -
6.4.1981 at 1.55 pm
See Volume 5D Folio 186

555764/1 Variation of Mortgage 535673/2 -
11.6.1981 at 10.7 am

555764/2 Mortgage to the Rural Banking and Finance Corporation of New Zealand -
11.6.1981 at 10.7 am

555764/3 Memorandum of Priority ranking Mortgage 555764/2 as fourth Mortgage, Mortgage 524156 as fifth Mortgage -
11.6.1981 at 10.7 am

573891 Variation of Mortgage 521864/6 -
19.4.1982 at 12.15 pm

4.11.99

578342 Variation of Mortgage 555764/2 -
28.6.1982 at 10.39 am

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601675/1 Variation of Mortgage 524156 -
15.9.1983 at 2.02 pm

601675/2 Variation of Mortgage 535673/2 -
15.9.1983 at 2.02 pm

606780 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 -
8.12.1983 at 9.44 am

607207 Variation of Mortgage 273675 -
15.12.1983 at 10.59 am

610486 Electricity Agreement under Section 50 Electricity Act 1968 -
28.2.1984 at 2.21 pm

621163 Variation of Mortgage 521864/6 -
4.9.1984 at 10.13 am

627586/1 Transfer of 1/2 of his share John Davis Lunn Davis to Helen Beatrice Davis of Tarras farmer -
17.12.1984 at 10.58 am

627586/2 Transfer of 1/2 of his share Peter Coven Heath Davis to Lee Anne Davis of Tarras farmer -
17.12.1984 at 10.58 am

655796 Exploration Licence under the Mining Act 1971 affecting part of the within land in favour of Homestake New Zealand Exploration Limited for a term of two years commencing on 1 May 1986 -
7.5.1986 at 10.39 am
See Volume 9D Folio 157

685151 Transmission of Mortgage 524156 to Mark John Grant Davis, Peter Coven Heath Davis and Judith Penelope Joan Rennell as executors -
18.8.1987 at 1.51pm

DISCHARGED

DISCHARGED

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A.L.R.

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A.L.R.

T. 386/83

4.11.99

DISCHARGE OF MORTGAGE

720535/7 Mortgage to Wrightson Farmers Finance Limited - 30.12.1989 at 9.25 am

823653 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 - 12.2.1993 at 10.23 am

[Signature]
A.L.R.

[Signature]
A.L.R.

720535/8 Memorandum of Priority ranking Mortgage 720535/7 as third mortgage and Mortgage 524156 as fourth mortgage - 30.12.1989 at 9.25 am

846344/2 Mortgage to Primary Industry Bank of Australia Limited - 17.1.1994 at 9.44am

[Signature]
A.L.R.

846344/3 Memorandum of Priority ranking Mortgage 846344/2 as first mortgage and Mortgage 793167/8 as second mortgage - 17.1.1994 at 9.44am

[Signature]
A.L.R.

745522/2 New description has been allocated for Run 694 herein as follows:
Now known as - Section 4 S.O. Plan 23198 - 22.12.1989 at 9.52 am

[Signature]
A.L.R.

783488 Certificate of Alteration excluding Section 4 SO 23198 (1430ha) from the within lease and incorporating Section 1 SO 23198 (840ha) herein and decreasing the stock limitation to 2300 sheep and the annual rent to \$475.00 - 15.7.1991 at 10.08am

[Signature]
A.L.R.

793167/5 Certificate of Alteration varying the terms, covenants and conditions of the within lease - 26.11.1991 at 9.27am

A.L.R.

793167/6 Transfer to Longacre Station Limited - 26.11.1991 at 9.27am

A.L.R.

793167/7 Mortgage to The Rural Banking and Finance Corporation Limited and Limited - 26.11.1991 at 9.22am

DISCHARGED
[Signature]
A.L.R.

A.L.R.

793167/8 Mortgage to Wrightson Farmers Finance Limited - 26.11.1991 at 9.22am

A.L.R.

808031/1 Memorandum renewing the term of the within lease for a term of 33 years commencing on the 1-7.1991 and fixing (for the first 11 years) the annual rent at \$4,125.00 calculated on a rental value of \$275,000.00 - 23.6.1992 at 10.11 am

[Signature]
A.L.R.

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