

## **Crown Pastoral Land Tenure Review**

**Lease name : Merivale**

**Lease number : PO 193**

### **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:** Po193      **LINZ REF:**      **CASE NO:**

**LEASE NAME:** Merivale

**LESSEE:** Gerald Raymond Goodger (*half share*), Trustees Executors & Agency Company of New Zealand Limited and Mary Josephine Goodger jointly inter se (*half share*).

**LOCATION:** Tarras

**DATE OF THIS REPORT:**

5 January 2000

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**LEASE DETAILS:**

**Land Tenure:** Pastoral Lease.

**Legal Description:** Run 676 Cluden and Lindis Survey District. Certificate of Lease 386/76 (*Otago Registry*).

**Area:** 2667.0807 hectares (*corrected conversion area from imperial*).

**Term:** 33 years from 1 July 1991

**Expiry Date:** 30 June 2024

**Date of Next Review:** 1 July 2002.

**Rental Value:** \$260,000

**Annual Rent:** \$3,900

**LAND STATUS REPORT SUMMARY:**

Land Status Report prepared by approved agent attached.

This report points to a differing land area shown on the lease title. We concur with Opus that this is an anomaly on the title

## SUMMARY OF FEATURES FROM TOPOGRAPHICAL AND CADASTRAL DATA:

### *Boundaries:*

- (1) The northern fenced boundaries with Po053 Geordie Hill and Po192 Shirlmar are on or very close to the legal line.
- (2) The eastern legal boundary with Shirlmar, located just to the east of the legal County road, seems to be fenced on the correct line.
- (3) The southern boundary fence with Po237 Timburn is unlikely to exactly follow the legal line. The legal boundary regularly traverses the right branch of the Timburn Creek and an unformed legal road.
- (4) The western legal boundary is a legal road which generally follows the formed route of State Highway 8.

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### *Legal Roads:*

There is an unformed legal road on the northern side of the right branch of the Timburn Creek. The formed track travels on the southern side of this creek.

The unformed legal road that traverses several of the Lindis pastoral leases also travels through Merivale on route to the Hydro road on to Po359 Morven Hills.

The legal Country road is just inside the eastern boundary of the lease. The legal and formed road do not exactly coincide.

### *Pylon Road:*

A major pylon route passes through several of the Lindis pastoral leases. On Merivale the Electricity Department at the time constructed a service track underneath the line. It would appear that this track has no legal status but may have been established under electricity distribution legislation.

### *Marginal Strips:*

A Section 58 (*Land Act 1948*) marginal strip follows the Lindis River however a legal road (*State Highway 8*) separates the lease from the marginal strip.

A Section 24 Conservation Act 1987 marginal strip follows the Timburn Creek and then part way up the left branch of the Timburn Creek.

### *Historic and Mining Sites:*

There is one recorded site on the lease. It is a stone hut with several associated small outer stone structures.

### *Communication Sites:*

There are no apparent sites on the lease that would be suited for communications.

**SUMMARY OF LEASE DOCUMENT:**

Refer to also to the status report.

***Corrected Title Area:***

Road taking for the Timburn road occurred in 1938 prior to the issue of the pastoral lease title, the lease area until then was 6592 acres. A deduction of 1 acre, 2 roods, 0 perches for Timburn Road equates to 6590 acres, 2 roods, 0 perches, we believe this to be the correct title area not 6590 acres which was the area used for conversion to metric.

The metric area shown on the title should read 2667.0807 ha (6590 acres, 2 roods) not 2666.8784 ha (6590 acres).

***Lease Renewal:***

Memorandum 777730 renewing the lease for a term of 33 years commencing 1 July 1991, annual rental \$3,900 based on a rental value of \$260,000 (registered 24 April 1991).

***Rabbit and Land Management Programme:***

Memorandum 829003 Land Improvement Agreement (*Soil Conservation and Rivers Control Act 1941*) to secure the provisions of the Rabbit and Land Management Agreement (registered 4 May 1993).

***Road Taking:***

967620.1 Compensation Certificate (*Public Works Act 1981*) was registered 17 May 1999. This secures an agreement made between Transit and the lessee regarding the realignment of State Highway 8 in 1980 which has not been formalised. This road taking is an outstanding uncompleted action.

Draft letters relating to this are attached for your information.

**DETAILS OF ANY NEIGHBOURING CROWN OR CONSERVATION LAND:**

In the southwest corner of the lease between the legal road and the marginal strip of the Lindis River, there is a 4 ha block of Crown land. The lessees wished to incorporate this land into the pastoral lease in the early 1980's but these actions were not commenced and we assume the 4 ha remains as recreation reserve.

**FILE SEARCH:**

A file search of three LINZ files was carried out. No due diligence contingencies were identified other than mention of the marginal strip on the left branch of the Timburn (*in place*) and discussion over road actions process regarding the State Highway 8 alterations. It is still not possible to determine what stage the road actions reached.

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A file search of all three Merivale files held by Knight Frank on behalf of the Commissioner has been carried out. The search date of Po193 Merivale files began from Folio 4 dated 3 November 1937 to 8 June 1999 ending with Folio 4. Refer appendix for more details.

A summary of the file information relating to the uncompleted roading actions is also appended.

With regard to the 4 ha recreation reserve, we are nearly certain that no actions were commenced following the lessees enquiry to incorporate this area into the lease.

#### **SUMMARY OF GOVERNMENT PROGRAMMES APPROVED FOR THE LEASE:**

- (1) This lease has not had any run plans as such. A subsidised Catchment Board fencing programme was completed in 1963, this is likely to be a grant works and there is no agreement secured against the title.
- (2) A Rabbit and Land Management Programme was prepared in August 1992 for an area of 475 ha.

#### **UNCOMPLETED ACTIONS AND POTENTIAL LIABILITIES TO THE CROWN:**

##### ***Road Taking:***


In 1980 State Highway 8 was realigned, survey was completed in 1983 and no further action was taken to surrender 0.4296 ha from the lease. Under contract by Terralink and Transit, Opus have been trying to complete this action which still does not appear to be finalised (*see Attachment 3 for details*).


##### ***Lease Area:***

We believe the lease area shown on the title as 2666.8784 ha is incorrect following the use of the incorrect imperial area. The Commissioner may decide to ask LINZ to investigate what we believe to be an anomaly.

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Signed for Knight Frank (NZ) Limited:

  
\_\_\_\_\_  
Consultant 12 / 1 / 00

  
\_\_\_\_\_  
Manager 14 / 1 / 00

Approved/Declined

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

**ATTACHMENTS:**

- (1) Lease document 386/76.
- (2) List of information sources considered.
- (3) Land Status Check provided by agent.
- (4) Summary of uncompleted road taking actions.
- (5) Draft Compensation Certificate letters.

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Issued as a General of (or in Exchange for) Lease  
Previous Reference  
registered in Vol. 259 fol. 213

NEW ZEALAND

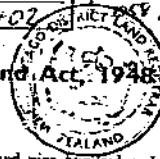
OTAGO

LAND DISTRICT

LAND & DEEDS
Form C Lease
20 MAR 1958
Time 22
From 151
Abstract No 402

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

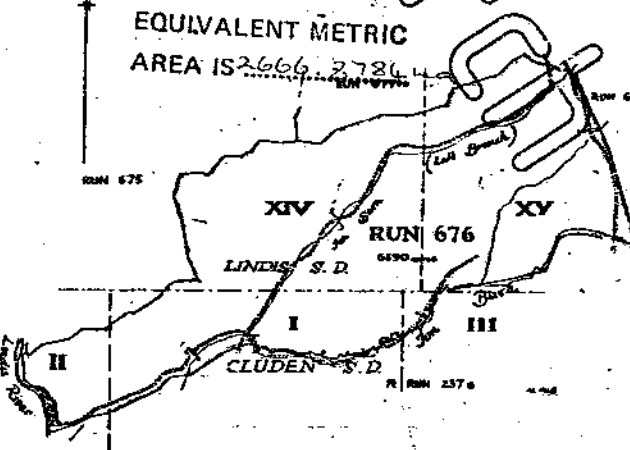
(L and S.R. 4)



Pastoral Lease of Pastoral Land under the Land Act, 1948  
No. P.153

This Deed, made the 11th day of March 1958, between HIS MAJESTY THE KING, her heirs and successors, is hereinafter referred to as "the Lessor", of the one part, and JOHN GEORGE GOODGER, of the other part, of

RUN 676 LINDIS and CLUDEN S.D.  
Scale - 80 chains to an inch  
EQUIVALENT METRIC  
AREA IS 2666.2784



one thousand nine hundred and fifty-eight FARMS, in the Dominion of New Zealand, 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 pieces or parcels of land containing by admeasurement 6590 acres or parts of land containing by admeasurement 2 roads and perches, a little more or less, situated in the Land District of Otago, and being Run 676 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 demised unto the Lessee for the term of thirty-three years, commencing on the first day of July, one thousand nine hundred and fifty-eight, together with the period between the date of this lease and the aforesaid first day of July, one thousand nine hundred and fifty-eight. 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 Otago the clear annual rent of One hundred and forty-five pounds (£145 - -) 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 (£) (the receipt of which may be hereby acknowledged) and thereafter by half-yearly instalments of (pounds) shillings and pence (s. d.) on the 1st day of January and 1st day of July in each year in the same manner as aforesaid.

- AND the Lessee doth hereby covenant with the Lessor to follow, 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 named in that behalf; and also will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that now are or hereafter may be assessed, levied, or payable in respect of the said land or any part or parts thereof during the said term.
  2. THAT the Lessee will within one year after the date of this lease take up his residence on the said land, and thereafter throughout the term of the lease will reside continuously on the said land.
  3. THAT the Lessee will hold and use the said land 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 Commissioner. 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 from the date of this lease, and in a husbandlike manner according to the rules of good husbandry and will not in any way enclose waste.
  5. THAT the Lessee will throughout the term of his lease to the satisfaction of the Commissioner of Crown Lands for the Land District of Otago (hereinafter referred to as "the Commissioner") set out and trim all live fences and hedges, clear and keep open 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 clear and keep open all 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 in any way obstruct 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 first day of the month in which any such premium becomes payable, the receipts for that premium.
  10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, fell, cut, or remove any timber, tree, or bush growing, standing, or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such timber, tree, or bush unless the Commissioner otherwise approves: Provided that the consent of the Commissioner as aforesaid shall not be necessary when any such timber or tree is required for any agricultural, pastoral, household, reclamation, 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, 1946, burn any tussock, scrub, fern, or grass on the said land to be burned, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such terms and conditions as the Commissioner may deem necessary.
  12. THAT officers and employees of the Department of Inland Revenue and 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.

- AND it is hereby agreed and declared by and between the Lessor and the Lessee:-
- (a) THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil.
  - (b) THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1948) on or under the surface of the soil of the said land, and all such minerals are reserved to His Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him, and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the said land or any adjacent land of the Crown, subject to the payment to the Lessee of compensation for all damage done to improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals: Provided that there shall be no right of way over, or right to work, extract, or remove any mineral from, any part of the said land which is for the time being under crop or used or situated within the limits of a yard, garden, orchard, vineyard, nursery, or plantation, or within the limits 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, reclamation, or building purpose on the said land, but not otherwise.
  - (c) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter as 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 64 (3) of the Land Act, 1948, a new lease of the land hereby leased at a rent to be determined in the manner provided 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 the lease, including the previous provision for the renewal thereof and all provisions ancillary or in addition thereto.

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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,
    - (i) Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;
    - (ii) Crop such portion 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 leaving brush or scrub and sow the land in cleared in grass;
    - (v) Surface soil in grass on any portion of the said land;
- Provided that the Lessee, on the termination of the lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clover and grasses to the satisfaction of the Commissioner.
- (f) THAT the Lessee shall be liable for the cost of fencing the said land and shall not be entitled to any compensation for the same unless the same shall have been actually declared and agreed between the Lessee and the Commissioner.
- (g) THAT if the Lessee shall leave the said land or any portion thereof in a state of 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 relieving the Lessee from liability for rent 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 plural 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

NIL

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

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

Witness: J.P. Williams  
Occupation: Chief Clerk and Surveyor General  
Address: Dunedin

G. Watt  
Commissioner of Crown Lands.

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

Witness: J.P. Williams  
Occupation: Acty. Postmaster  
Address: Tararua

J. G. Goodger Lessee

(f) THAT the Lessee shall be deemed not to have failed to use due care in stocking, or to have overstocked so long as the number of sheep depastured on the said land does not exceed 1980 (being an increase of ten per cent on the carrying capacity on which is based the rent hereinbefore reserved) but the Commissioner may by notice in writing permit the Lessee to depasture thereon any greater number should he deem it advisable or expedient so to do. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of a transfer. Any restriction consented to by the Commissioner shall not affect the rent payable hereunder.

Assistant Commissioner of Crown Lands.

Mortgage 100193 James Wright & Co. Ltd. 1937 at 3-11

29600 Transfer to Gerald Raymond Goodger of Tararua 24.6.1963

25761 Mortgage of New Zealand 24.6.1963

25762 Mortgage to Wright Stephenson and Co. Limited 24.6.1963

25763 Mortgage to James Goodger 24.6.63 at 12.14 P.M.

301536 Discharged 20.6.1968 at 11.15 am

303759 Equity Mortgage in Mortgage 259602 is Wright Stephenson and Co. Limited - 9.8.1968 at 11.18 am.

303710 Discharged 9.8.1968 at 11.30 am

303711 Memorandum of Priority over Mortgage 259601 (varied by Mortgage 301536) as a first Mortgage and Mortgage 303710 as a second Mortgage and Mortgage 259602 as a third Mortgage and Mortgage 259603 as a fourth Mortgage - 9.8.1968 at 11.30 am

Variation of Mortgage 301536 and Mortgage 257601 - 14.7.1968 at 11.53 am

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.

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4.11.99

398190 Evidence that the correct name of the Mortgagee in Mortgage 259602 is NMA Wright Stephenson Holdings Limited entered 29.1.1973 at 10.40 am

*Michael*  
A.L.R.

456279/1 Transmission of Mortgage 259603 to The Trustees Executors and Agency Company of New Zealand Limited entered 28.9.1976 at 9.44 am

*Arthur J. Lee*  
A.L.R.

398808 Transfer of a share to The Trustees Executors and Agency Company of New Zealand Limited and Mary Josephine Goodger of Tarras Married Woman (jointly inter se) - 12.2.1973 at 10.44 am

*Michael*  
A.L.R.

495019/1 Certificate vesting Mortgages 259601 and 301536 in The Rural Banking and Finance Corporation of New Zealand - 21.4.1978 at 9.35 am

*Michael*  
A.L.R.

Variation of Mortgage 301536 - 12.2.1978 at 10.46 am.

*Michael*  
A.L.R.

495019/2 Variation of Mortgage 301536 - 21.4.1978 at 9.35 am

*Michael*  
A.L.R.

398809 Mortgage of the 1/2 share of The Trustees Executors and Agency Company of New Zealand Limited and Mary Josephine Goodger to Gerald Raymond Goodger - 12.2.1973 at 10.48 am

*Michael*  
A.L.R.

534988/1 Change of Name of Mortgagee in Mortgage 303710 to Wrightson NMA Farmers' Finance Limited - 21.5.1980 at 10.47 am

*Michael*  
A.L.R.

416240 Evidence of the Change of Name of the Mortgagee in Mortgage 259602 to Challenge Corporation Limited entered 20.12.1973 at 10.40 am

*Arthur J. Lee*  
A.L.R.

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

*Arthur J. Lee*  
A.L.R.

Grant of a Prospecting Licence in favour of Bronze Boulder Company Limited affecting part of the within land herein for a term of 2 years commencing on 23 January 1974 7.2.1974 at 3.00 pm  
5D 11

*Arthur J. Lee*  
A.L.R.

577882 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 21.6.1982 at 9.08 am

*Michael*  
A.L.R.

590181 Variation of Mortgage 301536 - 16.2.1983 at 11.32 am

*Arthur J. Lee*  
A.L.R.

Variation of Mortgage 398809 - 18.9.1974 at 11.3 am.

*Michael*  
A.L.R.

710159 Transfer of Mortgage 259602 to Wrightson Farmers Finance Limited - 25.8.1988 at 9.59am

*Michael*  
A.L.R.

Prospecting Licence under the Mining Act 1971 affecting part of the adjoining land in favour of Bronze Boulder Company Limited for a term of 2 years commencing 23rd May 1975 produced 27.5.1975 at 2.24 pm. See Vol: 5D Fol: 65

*Arthur J. Lee*  
A.L.R.

759786/2 Mortgage to The National Bank of New Zealand Limited - 19.7.1990 at 9.06am

DISCHARGED  
JALR

*Michael*  
A.L.R.

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777730 Memorandum renewing the term of the within lease for a further period of 33 years commencing on 1/7/1991 and fixing (for the first 11 years) the annual rent at \$3,900 calculated on a rental value of \$260,000 - 24.4.1991 at 10.20am

C.T. 386776

4.11.99

829003 Land Improvement Agreement under  
Section 30A of the Soil Conservation and  
Rivers Control Act 1941 - 4.5.1993 at 9.14am

~~\_\_\_\_\_~~  
A.L.R.

833370 Variation of Mortgage 75186/2 -  
7.7.1993 at 9.20am

~~\_\_\_\_\_~~  
A.L.R.

851073 Mortgage to Bank of New  
Zealand - 14.3.1994 at 9.13 am

~~\_\_\_\_\_~~  
A.L.R.

875197/5 Mortgage to Wrightson  
Farmers Finance Limited - 8.2.1995 at  
10.07 am

*Jumavett*

A.L.R.

875197/6 Memorandum of Priority  
ranking Mortgage 875197/5 as a first  
mortgage and Mortgage 851073 as a  
second mortgage - 8.2.1995 at 10.07  
am

*Jumavett*

A.L.R.

946611.1 Mortgage to Michael John Waring  
22.4.1998 at 9.07

*K Heys*  
for DLR

967620.1 Compensation  
Certificate pursuant to Section  
19 Public Works Act 1981  
17.5.1999 at 10.08

*Manney*  
for RGL

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**ATTACHMENT 2:****List of information sources considered:**

- (1) Topographical Map NZMS 260 G40.
- (2) Terraview Cadastral map
- (3) C/L 386/76
- (4) Files

**Files held by Knight Frank:****Volume I****Po 193 Merivale**

Opened 3 November 1937 folio 4, closed 10 June 1963 folio 203.

**Volume II****Po193 Merivale**

Opened 25 June 1963 folio 204, closed 19 May 1999 folio 398.

**Volume III****Po 193 Merivale**

Opened 8 June 1999 folio 1 to 30 July 1999 folio 4.

File search ended 30 July 1999 folio 4.

**Files held by LINZ:**

CPL/04/11/12493 ZCH

Opened 1 March 1997 folio 1, closed 2 August 1999 folio 16.

7900/04/P1931 DDN

Opened 1 January 1990, closed 1 January 1998, one folio only.

5200/D14/M10/DNO

Opened 3 May 1995 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.



<b>LAND STATUS REPORT for Timburn / Shirimar / Longacre / Geordie Hill / Merivale and Nine Mile</b>				LIPS Ref 12493
Property	2	of	7	Merivale

<b>Land District</b>	Otago
<b>Legal Description</b>	Part Run 676 Lindis and Cluden SD's.
<b>Area</b>	2667.0807 ha [this differs to that on the lease. The lease conversion is for 6590 acres not 6590a-2r]
<b>Status</b>	Crown Land under the Land Act 1948 subject to Pastoral Lease P 193
<b>Instrument of title / lease</b>	CL 386 / 76
<b>Encumbrances</b>	Subject to 1) Land Improvement Agreement registered as 829003 2) Compensation Certificate registered as 967620.1 [land for road]. 3) Marginal strips as detailed in research data.
<b>Mineral Ownership</b>	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.
<b>Statute</b>	Land Act 1948 and Crown Pastoral Land Act 1998.

<b>Data Correct as at</b>	8 October 1999
<b>[Certification Attached]</b>	

<b>Prepared by</b>	G Patrick
<b>Crown Accredited Agent</b>	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

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<b>LAND STATUS REPORT for Timburn / Shirimar / Longacre / Geordie Hill / Merivale and Nine Mile</b>			LIPS Ref 12493
Pro:	2	of	7
			Merivale

under the Land Act 1948 subject to Pastoral Lease registered as 386/76



**Max Haydn Warburton**  
**Chief Surveyor**  
**Land Information New Zealand, Dunedin.**  
 15/10 1999

<p><b>Notes : This information does not affect the status of the land it was identified as possibly requiring further investigation at the due diligence stage : See Crown Pastoral Standard 6 paragraph 6.</b></p>	<p>The file indicates an uncompleted road action. This is supported by the registration on the lease of Comp Cert 967620.1 - area to be acquired for road "P" on SO 20681.</p>
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<b>LAND STATUS REPORT for Timburn / Shirimar / Longacre / Geordie Hill / Merivale and Nine Mile</b>				LIPS Ref 12493
Proj	2	of	7	Merivale

**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 1207 approved July 1935 being a plan of Run 676. Amended March 1992 to include Marginal Strips SO 10060 approved October 1938 being a plan Land to be taken for road [Proc 4840]
Relevant Gazette Notices	Proc 4840 being New Zealand Gazette 1939 page 351 – Land taken for Road.
Ref / Lease Ref	1) CL 386/76 [live] 2) Sighted but not copied prior reference CL 259/213. Held on pastoral tenure since 1937 No other history on file. 4) Memo of Renewal registered as 777730 5) Land and Improvement Agreement registered as 829003.
Plan Index	Attached.
Legalisation Cards	SO 1207 – attached. SO 10060- not searched.
CLR	Confirms Pastoral status.
Location Maps (if applicable)	G40 & H40 DOC / SOE / Proposed SOE Claim Lands - Searched but nothing found. Data on Timburn file.
VNZ Ref - if known	Not Searched.
Crown Grant Maps	Not applicable.
<b>If Subject land Marginal Strip :</b> a) Type [Sec 24(9) or Sec 58]	a) Sec 24(9)
b) Date Created	b) 1/7/91
c) Plan Reference	c) SO 1207 a – b and b – c.

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**Research – continued**

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.
<b>If Road</b> a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989  b) By Proc	a) SO Plan  b) Proc Plan  c) Gazette Ref
<b>Other Relevant Information</b> a) Concessions – Advice from DOC or Knight Frank.  b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998  c) Mineral Ownership  d) Other Info	a) Knight Frank Ltd advised 24/9/99 that property not subject to any recreation permits.  b) None known.  c) Either <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. <input type="checkbox"/> Contained in [provide evidence].  d)

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## ATTACHMENT 4:

Summary of uncompleted road taking actions.

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Folio 179	23 June 1978	Request from National Roads Board to occupy land for road taking purposes.
280	12 September 1978	Approval given to NRB to enter and occupy pastoral lease for roading and survey work.
384	30 July 1998	<p>A letter was received from Opus (<i>as sub-contractors for Terralink who are agents for Transit</i>) advising:</p> <ul style="list-style-type: none"> <li>- State Highway 8 adjoining Po193 was realigned in 1980.</li> <li>- Survey completed 1983.</li> <li>- Realignment not been legalised, ie nothing further has happened.</li> </ul> <p>Opus trying to progress action, is Crown willing to release part of pastoral lease to road? The lessee has consented to this.</p>
387	14 August 1998	Letter from Opus, advised compensation amount for Merivale.
388	24 August 1998	Knight Frank submission to the Commissioner of Crown Lands dated 21 August 1998 for consent to roading.
390	22 October 1998	Confirmation to LINZ that there are no Compensation Certificates.
394	30 October 1998	CCL advises that Transit must use an accredited agent ( <i>not Knight Frank</i> ) and undertake work under Public Works Act.
395	29 April 1999	Letter from Opus, seeks CCL's written consent to the declaration of the land as road subject to Section 114 Public Works Act 1981. Can land be declared road?
396	17 May 1999	Bodkins letter querying delays.
2	28 June 1999	Opus letter querying delays, agreement signed with Goodgers the lessees.
4	29 July 1999	<p>Letter from LINZ advising that:</p> <ul style="list-style-type: none"> <li>- CCL has no authority to act under Section 114 and 116 Public Works Act 1981.</li> <li>- CCL intends to give consent.</li> </ul>



**ATTACHMENT 5:**

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**DRAFT LETTER**

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**Our Ref: Po193/1**

11 January 2000

G R Goodger & Trustees Executors &  
Agency Company of New Zealand Limited  
Merivale  
**TARRAS**

Dear Sir

**RE: UNCOMPLETED PUBLIC WORKS ACT ACTIONS**

The Commissioner of Crown Lands requires his agent, Knight Frank, to prepare a Due Diligence Report as part of the tenure review of Po193 Merivale and the following actions have been identified as not having been completed.

- Compensation Certificate 967620.1

The Commissioner of Crown Lands has asked his department to address and complete the actions associated with the Compensation Certificates so they do not delay the tenure review process.

Yours faithfully

C M Tamblyn  
for Manager, Alexandra  
**KNIGHT FRANK (NZ) LIMITED**

cc Crown Property Contracts  
Land Information New Zealand  
Private Bag 4721  
**CHRISTCHURCH**

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**ATTACHMENT 5:**

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**DRAFT LETTER**

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**Our Ref: Po193/1**

11 January 2000

Crown Property Contracts  
Land Information New Zealand  
Private Bag 4721  
**CHRISTCHURCH**

**ATTENTION: MURRAY MACKENZIE**

Dear Sir

**RE: UNCOMPLETED PUBLIC WORKS ACT ACTIONS - MERIVALE**

The Commissioner of Crown Lands requires his agent, Knight Frank, to prepare a Due Diligence Report as part of the tenure review of Po193 Merivale and the following actions have been identified as not having been completed.

- Compensation Certificate 967620.1

The Commissioner of Crown Lands has asked that we write to you to requests that you address and complete the actions associated with the Compensation Certificates so they do not delay the tenure review process.

Yours faithfully

C M Tamblyn  
for Manager, Alexandra  
**KNIGHT FRANK (NZ) LIMITED**

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