

Crown Pastoral Land Tenure Review

Lease name : MT ASPIRING

Lease number : PO 231

Due Diligence Report (including Status Report) - Part 1

This report and attachments results from a pre-Tenure Review assessment of the pastoral lease for the purpose of confirming land available for Tenure Review and any issues, rights or obligations attaching to it. The information is gathered from files and other sources available to the LINZ contractor.

Part of the information relates to research on the status of the land, resulting in a Status Report that is signed off by a LINZ approving officer. The remainder of the information is not analysed for relevancy or possible action until required, and LINZ does not guarantee its accuracy or completeness as presented.

The report attached is released under the Official Information Act 1982.

April

05

**DUE DILIGENCE REPORT - MT ASPIRING
CROWN PASTORAL LAND PRE TENURE REVIEW ASSESSMENT STANDARD 6**

File Ref:	CON / 50272 / 09 / 12516 / A-ZNO	Report No:	Q V V 355	Report Date:	22 May 2002
Accredited Supplier	ABERCROMBIE & ASSOCIATES LTD	LINZ Case No:	TR02/547	Date sent to LINZ	12/6/2002

RECOMMENDATIONS -

- 1 That the Commissioner of Crown Lands or his delegate **note** this Due Diligence Report which has been prepared in accordance with the Pre Tenure Review Assessment Standard;
- 2 That the Commissioner of Crown Lands or his delegate note the following incomplete actions which require action by the Manager, Crown Property Management *[or other party]*;

Details of incomplete actions requiring completion by the CCPO or other party:

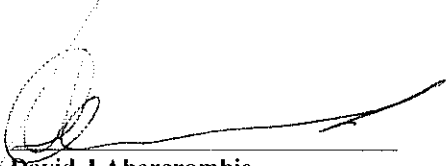
The actual area shown on the registered lease excludes a portion of Matukituki State Forest as it is not actually deemed pasturage land. Notwithstanding the lessee having possibly accepted the movement in boundary position, there is no known record of compensation having been paid to the lessee for the dispossession.

Land for marginal strip along Niger Stream, Glenfinnan Stream, Sheeppark Creek, four un-named creeks, Raspberry Creek, Big Creek, Downs Creek, Brides Veil, Red Rock Creek, Macpherson Creek, Homestead Creek and Mill Creek or Corner Burn as shown marked A - B, C - D, E - F, G - H, I - J, K - L, M - N, O - P, Q - R, S - T, U - V, W - X, Y - Z, 3 - 4 AND 5 - 6 on SO 23957 pursuant to Sections 24(2) & (9) Conservation Act 1987 was removed from the lease on renewal by 761685 with no derived reduction of the "title area". Notwithstanding the lessee agreeing to the conditional lease renewal, there is no known record of compensation having been paid to the lessee for the dispossession.

*Not TR
M.A.H.*
*Not TR matter
legislatively matter
no compensation
21/4/02*

Signed by Sub-contractor:

Signed by contractor:



David J Abercrombie
Nominated Person for Accredited Supplier

Barry Dench
Team Leader for Tenure Review
Quotable Value [Valuations]

Approved / Declined

[pursuant to a delegation from the Commissioner of Crown Lands] by:

[]

Date of decision: / /

1 Details of lease:

Lease name:	Mt Aspiring
Location:	West Wanaka
Lessee:	Mt Aspiring Limited
Tenure:	Pastoral lease of pastoral land pursuant to the Land Act 1948.
Term:	33 years from 1 July 1957. The lease was renewed for a further 33 years as at 1 July 1990.
Annual rent:	\$9000.00 [as at 1 July 2001]
Rental value:	\$400 000.00
Date of next review:	1 July 2012
Land registry Folio Ref:	OT386/143 [See copy at appendix 1]
Legal description:	Part Run 715, Run 773 and Part Run 458, Otago Land District.
Area:	9674.3439 hectares

2 File Search

Files held by accredited supplier on behalf of LINZ:

File reference	Volume	First folio number	Date	Last folio number	Date
P 231 [previously file PR 1672]	I	394	20 June 1958	540	21 December 1967
P 231	II	541	8 January 1968	736	16 February 1978
P 231	III	737	8 September 1978	941	30 April 1991
P 231	IV	942	11 May 1991	990	11 September 1998
Po 231	V	1	24 September 1998	39	22 May 2000
CON/50213/09/12516/A-ZNO	1	1	22 May 2000	46	15 November 2001

Folios relating to uncompleted actions are:

File reference	Volume	Folio number	Date
Nil relevant folios relating to uncompleted actions.			

3 Summary of lease document

Terms of lease

Lease number:	P 231
Commencement date:	1 July 1957
Renewal instrument number:	761685 [See copy at appendix 2]
Lease stock limits:	2640 sheep and 750 cattle
Memorandum of Variation	Nil application
Any non-standard conditions	Special clause 14: Allows lessee to be a company Special clause (i): Lessee to enter into agreement with lessee of Run 333A and 333B for use of and access to cattle yards on Run 333A and 333B.

Area adjustments

By certificate of alteration 320003, Run 773 was added to the lease comprising 1440 acres [new total of 24970 acres].

By gazette notice 405548, Parts of Run 715 comprising 1860 acres were declared to be added to Mt Aspiring National Park [see diagram with instrument] giving a balance leased area of 23110 acres [9352.2852 hectares by title metric conversion].

By new appellation, Part of Run 715 was known as Section 3, Matukituki S D and by 499551/1, Section 3, Matukituki SD was surrendered comprising 2.9413 hectares [balance area of 9349.3439 hectares].

By certificate of alteration 753516, Part Run 458 [area of 325 hectares] was incorporated into the lease [total area of 9674.3439 hectares].

For further details on the above see appendix 3.

NOTE:

- [1] Part of former Run 465 [now Part of Run 715] was declared Provisional State Forest by Gazette 1919 page 1291, State Forest by Section 4, Forest Amendment Act 1973 and classified as Open Indigenous State Forest by Gazette 1978 page 3288 [Matukituki State Forest]. Boundaries of the state forest move with vegetation expansion and are deemed to be excluded from the leased area - *for further details see appendix 4.*
- [2] The area comprising the Marginal Strips have not been deducted from the area of land leased except through application of Part IV of the Conservation Act on renewal of the lease by 761685 - *for further details see appendix 5.*

Registered interests

SUBSTANTIAL INTEREST	SUMMARY
320003 - Certificate of alteration	Land added to lease - <i>for further details see appendix 3.</i>
405548 - Gazette notice	Land declared part of Mount Aspiring National Park - <i>for further details see appendix 3.</i>
499551.1 - Partial Surrender	Section 3 surrendered - <i>for further details see appendix 3.</i>
753516 - Certificate of alteration	Land added to lease - <i>for further details see appendix 3.</i>
761685 - Memorandum of renewal	In accordance with lease conditions - <i>for further details see appendix 2.</i>

Unregistered interests

INTEREST	SUMMARY
Recreation permits	Recreation permit 12516 to Harris Mountains Heliskiing Recreation permit to Edgewater Adventures Limited Recreation permit 12478 RP 79 to Totally Tourism Recreation permit Rpo 091 to Trilane Industries Limited <i>- for further details see appendix 6.</i>
Unsecured debts	None known
Marginal Strip	Marginal strip along Niger Stream, Glenfinnan Stream, Sheeppark Creek, four un-named creeks, Raspberry Creek, Big Creek, Downs Creek, Brides Veil, Red Rock Creek, Macpherson Creek, Homestead Creek and Mill Creek or Corner Burn as shown marked A - B, C - D, E - F, G - H, I - J, K - L, M - N, O - P, Q - R, S - T, U - V, W - X, Y - Z, 3 - 4 AND 5 - 6 on SO 23957 pursuant to Sections 24(2) & (9) Conservation Act 1987 on renewal by 761685 - <i>for further details see appendix 5.</i>
State Forest	The actual area shown on the registered lease excludes a portion of Matukituki State Forest as it is not actually deemed pasturage land - <i>for further details see appendix 4.</i>

4 Summarise any Government programmes approved for the lease:

Not applicable.

5 Summary of Land Status Report

The land the subject of this report is Crown Land subject to Pastoral Lease P 230 as certified by the Chief Surveyor, Dunedin.

A copy of the certified land status report is appended as Schedule A.

6 Review of topographical and cadastral data

Telecommunications facilities	Believed to be not applicable
Electricity transmission facilities	Believed to be not applicable
Historic places	Believed to be not applicable
Discrepancies between fenced and legal boundaries	Believed to be not applicable
Formed Roads	A formed road follows the general alignment of a legal road adjacent to the northern boundary of the southern portion. Otherwise, the various roads/tracks do not follow a legal road alignment.
Paper roads	Believed to be not applicable Note: the northern portion has no legal road access.
Marginal strips	Marginal strips exist along Niger Stream, Glenfinnan Stream, Sheepyard Creek, four unnamed creeks, Raspberry Creek, Big Creek, Downs Creek, Brides Veil, Red Rock Creek, Macpherson Creek, Homestead Creek and Mill Creek or Corner Burn as shown marked A - B, C - D, E - F, G - H, I - J, K - L, M - N, O - P, Q - R, S - T, U - V, W - X, Y - Z, 3 - 4 AND 5 - 6 on SO 23957 pursuant to Sections 24(2) & (9) Conservation Act 1987 on renewal by 761685 <i>[For further details see appendix 5]</i>
Other [specify]	Believed to be not applicable

[See copy of cadastral plan and topographical map at appendix 7]

7 Details of any neighbouring Crown or conservation land

In a clockwise manner the Crown [including land of the crown] or conservation land adjoining/adjacent to the land the subject of this report is:

Crown Land

SITUATION	STATUS
North of leased land, northern portion	Mount Aspiring National Park

Run 761

SITUATION	STATUS
East of leased land, northern portion	Mount Aspiring National Park

Part Run 333

SITUATION	STATUS
South of leased land, northern portion	Crown Land subject to Pastoral Lease as recorded in register volume OT386/129

Part Run 465 and Crown Land

SITUATION	STATUS
Southwest of leased land, northern portion	Matukituki State Forest

Part Run 715

SITUATION	STATUS
West of leased land, northern portion and north of leased land, southern portion	Mount Aspiring National Park

Run 813

SITUATION	STATUS
Southeast of leased land, southern portion	Crown Land subject to Pastoral Lease as recorded in register volume OT10C/687

Run 749 and Part Run 458

SITUATION	STATUS
South of leased land, southern portion	Crown Land subject to Special Lease S451 as recorded in register volume OT12B/135

Run 750

SITUATION	STATUS
North of leased land, southern portion	Crown Land subject to Pastoral Lease as recorded in register volume OT2C/1158

Part Run 458

SITUATION	STATUS
West of leased land, southern portion	Mount Aspiring National Park

8 Summarise any uncompleted actions or potential liabilities

Your attention is drawn to the following:

The actual area shown on the registered lease excludes a portion of Matukituki State Forest as it is not actually deemed pasturage land. Notwithstanding the lessee having possibly accepted the movement in boundary position, there is no known record of compensation having been paid to the lessee for the dispossession.

[For further details see appendix 4].

Land for marginal strip along Niger Stream, Glenfinnan Stream, Sheeppark Creek, four un-named creeks, Raspberry Creek, Big Creek, Downs Creek, Brides Veil, Red Rock Creek, Macpherson Creek, Homestead Creek and Mill Creek or Corner Burn as shown marked A - B, C - D, E - F, G - H, I - J, K - L, M - N, O - P, Q - R, S - T, U - V, W - X, Y - Z, 3 - 4 AND 5 - 6 on SO 23957 pursuant to Sections 24(2) & (9) Conservation Act 1987 was removed from the lease on renewal by 761685 with no derived reduction of the "title area". Notwithstanding the lessee agreeing to the conditional lease renewal, there is no known record of compensation having been paid to the lessee for the dispossession.

[For further details see appendix 5].

ATTACHMENTS

- Schedule A land status report [including enclosures]
- Appendix 1 Register volume copy of pastoral lease
- Appendix 2 Memorandum of renewal of lease
- Appendix 3 Copies of relevant registered instruments [Area alteration]
320003
405548
499551.1
753516
- Appendix 4 Copy of Gazette 1919 page 1291 and Gazette 1978 page 3288 [Provisional State Forest and classified as Open Indigenous State Forest {Matukituki State Forest} respectively].

Copy of a former Chief Surveyor's advice that State Forest is excluded from pastoral lease [applies to another pastoral lease but is included for reference purposes].
- Appendix 5 Copy of SO 23957 [Marginal strips]
- Appendix 6 Copy of relevant non-registered agreements [Recreation permits]
- Appendix 7 Cadastral plan and topographical map of pastoral lease

Copied for purposes of CPL
tenure review due diligence from
file: P216 Vol 4/7th E

295

our ref P216

r Jack

770 650

19 August 1980

896
Munedin

Mr R Emmerson
Forest Range
TARRAS

Dear Mr Emmerson

With reference to your discussion with Field Officer J H Nevin, I have to advise that the areas of bush adjacent to the Timaru River are in fact State Forest land and NOT in your Pastoral Lease P 216 (OL 386/122).

In 1920 (Gazette 1920 No 85 page 2846 (2837)) several areas described as "All those parcels of bush-clad land in the Otago Land District, containing by admeasurement 12,280 acres more or less, situate in Run 335A..." etc, were set apart as Provisional State Forest and identified by various numbered parcels shown on "sheets 17 and 17A, roll plan 450, deposited in the Head Office, Department of Forestry at Wellington". The specific parcel in question numbered 31 on sheet 17 (a copy held in this office as SO 13900) is shown to be on both sides of Timaru River. The authority for the above proclamation was the State Forest Act 1908 and subsequent amendments by Section 34(3) War Legislation and Statute Law Amendment Act 1918 and by Section 2(1) State Forest Amendment Act 1919.

Provisional State Forest has subsequently been declared Permanent State Forest pursuant to Section 4, Forest Amendment Act 1973, and then where appropriate to "Open Indigenous State Forest for the purpose of Public Recreation" by Gazette 1978 page 3288. Therefore the status of that area of bush-clad land between Run 235A and Run 724 and intersected by Timaru River and known as part of Hawea State Forest is:

STATE FOREST, GAZ 1920 PAGE 2846
SECTION 4 FOREST AMENDMENT ACT 1973
(Classified as OPEN INDIGENOUS STATE FOREST, GAZ 1978 PAGE 3288)

It should be mentioned that a Pastoral lease or licence over pastoral lands (ie Crown land or formerly National Endowment Land) pursuant to the Land Act 1948, entitles the lessee/licensee to PASTORAGE ONLY. Refer to sections 51(d), 62(b) and 66(1) of that Act. It is also significant to note that at the time the areas of bush-clad land were proclaimed State Forest, the pastoral lease you now hold was formerly held as Pastoral Licence No 1364 and subject to the Land Act 1908. (The Pastoral Licence was replaced by the present Pastoral Lease on 1 March 1959). It would be appropriate to quote the relevant Section 234(1) of that Act:

"(1) A pasturage lease or licence shall entitle the holder thereof to the exclusive right of pasturage over the lands specified therein, but shall give no right to the soil, or timber, or minerals, and shall immediately determine over any land which may be leased, licensed, purchased, granted, or reserved under this or any other Act."

The most recent register copy of Pastoral Licence No 1364 (CL 337/125 dated September 1938) shows an area of bush along Timaru River. The current Pastoral Lease (CL 386/122) is incorrect as to the diagram as it does not show the area of bush. However, it is the accepted interpretation of the Statutes as outlined above that the lessee/licensee is "entitled to all that area of pasturage contained by admeasurement ... stated area ... more or less, and being ... description ... within the boundaries as the same is more particularly delineated in the plan drawn hereon". Conversely, that which is not pasturage is not within the lease/licence and especially those areas more particularly proclaimed for other purposes. On lease/licence documents there is always provision by the usage of the words "more or less", for any difference between the stated area and the actual area of pasturage available on the ground for the given parcel of land described.

I trust the above information will clarify the situation. I will advise NZ Forest Service, Queenstown and Field Officer Nevin at our Alexandra Office by forwarding them a copy of this letter. Enclosed is a cadastral plan showing the boundaries of your pastoral lease.

Yours faithfully

R C Petre
Chief Surveyor

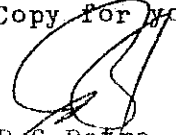
NZ Forest Service
Box 202
QUEENSTOWN

Copy for your information

R C Petre
Chief Surveyor

ADFO
ALEXANDRA

Copy for your information.


R C Petre
Chief Surveyor

19/8/80

ABERCROMBIE AND ASSOCIATES LIMITED

PROPERTY MANAGERS AND CONSULTANTS

P O BOX 5056
MORAY PLACE
DUNEDIN

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

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

LAND STATUS REPORT	Mt Aspiring	P 231	[LIPS Ref. 12516]
Property	1	of	1

Land District	Otago
Legal Description	Part Run 715, Run 773 and Part Run 458
Area	9674.3439 hectares
Status	Crown Land subject to Pastoral Lease P 231
Instrument of Lease	Reg Vol OT386/143 registered in Land Transfer Office but not under Land Transfer Act
Encumbrances	Part of former Run 465 [now Part of Run 715] declared Provisional State Forest by Gazette 1919 page 1291, State Forest by Section 4, Forest Amendment Act 1973 and classified as Open Indigenous State Forest by Gazette 1978 page 3288 [Matukituki State Forest]. Marginal strip along Niger Stream, Glenfinnan Stream, Sheeppark Creek, four un-named creeks, Raspberry Creek, Big Creek, Downs Creek, Brides Veil, Red Rock Creek, Macpherson Creek, Homestead Creek and Mill Creek or Corner Burn as shown marked A - B, C - D, E - F, G - H, I - J, K - L, M - N, O - P, Q - R, S - T, U - V, W - X, Y - Z, 3 - 4 AND 5 - 6 on SO 23957 created pursuant to Sections 24(9) and 24(F), Conservation Act 1987 on renewal of the lease by 761685.
Mineral Ownership	Crown [see comment below]
Statute	Land Act 1948, Crown Pastoral Land Act 1998

Data Correct as at:	23 April 2002
Accredited Supplier certification	As attached

Prepared by	David J Abercrombie
Crown Accredited Supplier	Abercrombie & Associates Ltd

Certified correct as to status:

M H Warburton

Chief Surveyor
Land Information New Zealand, Dunedin

7151 2002

<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>The actual area shown on the registered lease excludes a portion of Matukituki State Forest as it is not actually deemed pasturage land. Notwithstanding the lessee having possibly accepted the movement in boundary position, there is no known record of compensation having been paid to the lessee for the dispossession.</p> <p>Land for marginal strip along Niger Stream, Glenfinnan Stream, Sheeppark Creek, four unnamed creeks, Raspberry Creek, Big Creek, Downs Creek, Brides Veil, Red Rock Creek, Macpherson Creek, Homestead Creek and Mill Creek or Corner Burn as shown marked A - B, C - D, E - F, G - H, I - J, K - L, M - N, O - P, Q - R, S - T, U - V, W - X, Y - Z, 3 - 4 AND 5 - 6 on SO 23957 pursuant to Sections 24(2) & (9) Conservation Act 1987 was removed from the lease on renewal by 761685 with no derived reduction of the "title area". Notwithstanding the lessee agreeing to the conditional lease renewal, there is no known record of compensation having been paid to the lessee for the dispossession.</p>
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Research Data: Some items may not be applicable

SDI Print obtained	Yes <i>[See attached]</i>
NZMS 261 Ref	E 39 F 39
Local Authority	Queenstown Lakes District Council
Crown Acquisition Map	Yes To determine agreement for purchase from Ngai Tahu
SO Plan	Interior Run Roll 1880, 12722, 15871, 16441, 16789, 18465, 23957 <i>[See evidence attached]</i>
Relevant Gazette Notices	310228 405548 <i>[See evidence attached]</i>
CT Reference / Lease Reference	Pastoral Lease P 231, Reg Vol OT386/143. Lease renewed by 761685. NOTE: For history of land see below. <i>[See evidence attached]</i>
Legislation Cards	Yes <i>[See evidence attached]</i>
CLR	Yes <i>[See evidence attached]</i>
Allocation Maps [if applicable]	Not applicable
QVNZ Reference	29061/27700 29061/28400 29073/20200
Crown Grant Maps	Yes - There are no references for the subject property

Research - continued

If Crown land - Check Irrigation Maps.	Yes There are no references for the subject property
Mining Maps	Yes There are no references for the subject property
<p>Other Relevant Information</p> <p>a) Concessions - Advice from DoC</p> <p>b) Concessions - Advice from LINZ</p> <p>c) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998</p> <p>d) Mineral Ownership</p> <p>e) Other Info</p>	<p>a) Nil <i>[See evidence attached from DoC]</i></p> <p>b) Recreation permit 12516 to Harris Mountains Heliskiing Recreation permit to Edgewater Adventures Limited Recreation permit 12478 RP 79 to Totally Tourism Recreation permit Rpo 091 to Trilane Industries Limited <i>[See evidence attached from LINZ]</i></p> <p>c) Only on divestment of freehold or a lease of fifty years or greater by LINZ as a Crown Body</p> <p>d) Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition from Ngai Tahu by way of the Kemp Purchase.</p>

History of ownership:

Purchased from Ngai Tahu by the Kemp Purchase of 1848.

No record of crown grants having been made

Runs 458, 468 and 465

Selected for lease and Pastoral Licence 1672 issued as at 1 March 1922 as recorded in register volume OT335/154 and comprising 58480 acres.

By X21779, Parts of Runs 458, 468 and 465 were described as Run 715 [see also SO 12722].

On expiry of PL1672, Run 715 was incorporated into Pastoral Lease P231.

The balance land became un-alienated crown land. Part of Run 458 was subsequently incorporated into Pastoral Lease P 231 [see reference to 753516 below].

Run 333

Selected for lease and Pastoral Licence 1679 issued as at 1 March 1922 as recorded in register volume OT335/161.

By X21779, Part Run 333 was incorporated in Run 715 [see also SO 12722].

On expiry of PL 1679 the area of former Part Run 333 was not included in the new lease [see OT386/129]. It remained un-alienated crown land until incorporated into Pastoral Lease P 231.

Crown Land

Un-alienated Crown Land previously not leased was incorporated in Run 715 and hence into Pastoral Lease P 231.

Run 333B

Selected for lease and Pastoral Licence 1678 issued as at 1 March 1922 as recorded in register volume OT335/160.

On expiry of PL 1678, Pastoral Lease 176 was issued as at 1 July 1957 as recorded in register volume OT386/66.

By 320002, 1440 acres was surrendered [subsequently described as Run 773].

Combined land

Following from above, Pastoral Lease P231 was issued as at 1 July 1957 as recorded in register volume OT386/143 and comprising 23530 acres. It was described as Run 715.

NOTE: Part of former Run 465 [now Part of Run 715] was declared Provisional State Forest by Gazette 1919 page 1291, State Forest by Section 4, Forest Amendment Act 1973 and classified as Open Indigenous State Forest by Gazette 1978 page 3288 [Matukituki State Forest]. Boundaries of the state forest move with vegetation expansion and are deemed to be excluded from the leased area.

By certificate of alteration 320003, Run 773 was added to the lease comprising 1440 acres [new total of 24970 acres].

By gazette notice 405548, Parts of Run 715 comprising 1860 acres were declared to be added to Mt Aspiring National Park [see diagram with instrument] giving a balance leased area of 23110 acres [9352.2852 hectares by title metric conversion].

By new appellation, Part of Run 715 was known as Section 3, Matukituki S D.

By 499551/1, Section 3, Matukituki SD was surrendered comprising 2.9413 hectares [balance area of 9349.3439 hectares].

By certificate of alteration 753516, Part Run 458 [area of 325 hectares] was incorporated into the lease [total area of 9674.3439 hectares]. The land was previously un-alienated Crown Land [see expiry of PL1672 referenced above].

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



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



R. W. Muir
Registrar-General
of Land

Search Copy

Identifier OT386/143
Land Registration District Otago
Date Registered 04 May 1960 09:36 am

Part-Cancelled

Prior References
OT335/154

Type	Lease under s83 Land Act 1948		
Area	10430.0003 hectares more or less	Term	33 years commencing on 1.7.1957 and renewed for 33 years commencing on 1.7.1990

Legal Description Run 715, Run 773, Part Run 458 and Section 3 Matukituki Survey District

Proprietors
Mt Aspiring Company Limited

Interests

- 310228 Proclamation proclaiming as road the part hatched red on the plan hereon (77 acres)- 1.2.1967 at 10.36 am
- 405548 Gazette Notice declaring parts of the within land hatched black to be added to and form part of the Mount Aspiring National Park from and after the 16th day of August 1971 - 21.6.1973 at 11.03 am
- 499551.1 Partial Surrender of Lease as Section 3 Matukituki Survey District - 11.7.1978 at 11.42 am
- 761685 Renewal of Lease for a term of 33 years commencing on 1.7.1990 and varying the terms thereof - 24.8.1990 at 9.55 am



COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952



R. W. Muir
Registrar-General
of Land

Historical Search Copy

Identifier OT386/143
Land Registration District Otago
Date Registered 04 May 1960 09:36 am

Part-Cancelled

Prior References

OT335/154

Type	Lease under s83 Land Act 1948		
Area	10430.0003 hectares more or less	Term	33 years commencing on 1.7.1957 and renewed for 33 years commencing on 1.7.1990

Legal Description Run 715, Run 773, Part Run 458 and Section 3 Matukituki Survey District

Original Proprietors
Mt Aspiring Company Limited

Interests

- 310228 Proclamation proclaiming as road the part hatched red on the plan hereon (77 acres)- 1.2.1967 at 10.36 am
- 405548 Gazette Notice declaring parts of the within land hatched black to be added to and form part of the Mount Aspiring National Park from and after the 16th day of August 1971 - 21.6.1973 at 11.03 am
- 499551.1 Partial Surrender of Lease as Section 3 Matukituki Survey District - 11.7.1978 at 11.42 am
- 761685 Renewal of Lease for a term of 33 years commencing on 1.7.1990 and varying the terms thereof - 24.8.1990 at 9.55 am

LAND & DEEDS
 Registered in the LAND REGISTRY OFFICE
 but not under the 1932 TRANSFER ACT.
 NEW ZEALAND
 2-MAY 1950
 9.36
 15
 44
 O T A G O
 LAND DISTRICT

Entered in the Register Book Vol. 386 fol. 143

the 4th day of May
 1960 at 9:36 o'clock.
 [Signature]
 Land Registrar.

Issued as a Remuneration of former Exchange for Lease
 Previous Reference registered in Vol. 335 fol. 154

Image Quality due
 to Condition
 of Original

Pastoral Lease of Pastoral Land under the Land Act, 1948

No. F.231

This Deed, made the first day of March one thousand nine hundred and fifty-seven between H.M. MAJESTY THE KING (also, with the heirs and successors is hereinafter referred to as "the Lessor") of the one part and MT ASPIRING COMPANY LIMITED a duly incorporated company having its registered office at Dunedin

of the other part, with the Commission of New Zealand, as hereinafter referred to as "the Lessee" of the other part, WITNESSETH that, in consideration of the sum hereinafter reserved, and of the covenants, conditions, and agreements herein contained or implied, and of the part of the Lessor to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee, and those pieces of parcels of land containing by admeasurement 23,530 acres more or less, situated in the Land District of Otago, and being Run 715, Cascade and Matukituki Survey Districts

(hereinafter referred to as "the said land"), as the same are 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-seven, together with the period between the date of this lease and the aforesaid first day of July, one thousand nine hundred and fifty-seven, yielding and paying therefor during the said term into 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 ten pounds (\$110) 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 to the said Department of Lands and Survey the sum of [] (the receipt of which sum is hereby acknowledged) and thereafter by [] half-yearly instalments of [] shillings and [] pence on the 1st day of January and

- AND the Lessee doth hereby consent with the Lessor as follows, that is to say:-
1. THAT the Lessee will forthwith and punctually pay the sum hereinafter reserved in the money and to the Lessor herebefore named in that behalf, and also will pay and discharge all rates, taxes, assessments, and charges whatsoever that now are or hereafter may be levied, imposed, 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, 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.
 3. THAT the Lessee will hold and use the said land as if he had the use and benefit and will not treat, 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 Otago (hereinafter referred to as "the Commissioner") cut and trim all fences and hedges, clear and keep clear the said land of all noxious weeds and will comply generally with the provisions of the Land Settlement Act, 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 Land Settlement Act, 1950.
 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 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 receipt for that premium.
 10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, fell, sell, or remove any timber, tree, or bush growing, standing, or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such timber, 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, 1948, burn any noxious scrub, fern, or grass on the said land, nor permit any stock, 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 access, egress, and regress over the land comprised in this lease for the purpose of determining whether such land or any adjacent land is infested with deer, wild geese, wild pig, opossums, or other animals until the said Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals.
 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 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 H.M. 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 any part of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 feet of any building, dwellinghouse, or other structure.
- 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 effluxion of time of the term hereby granted and immediately after the expiration of each and every term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 66 (3) of the Land Act, 1948, a new lease of the land hereby leased as a rent to be determined in the manner prescribed by Part VIII of the said Act for a term of thirty-three years computed from the expiration of the term hereby granted and subject to the same covenants and provisions as this lease, including this present provision for the renewal thereof and all provisions ancillary or incidental thereto.

386/143

386/143

- (d) THAT the Lessee shall have no right of acquiring the free-title of the said land.
- (e) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary,
 - (i) Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;
 - (ii) Crop such area of the said land as is sufficient for the use of himself and family and his employees;
 - (iii) Plough and sow in grass any portion of the said land;
 - (iv) Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass;
 - (v) Sift and sow in grass any portion of the said land;

Provided that the Lessee shall, on the termination of this 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 have no right of acquiring the free-title of the said land and shall not exercise any right for the purpose of this lease to freely transfer, convey, or dispose of the said land during the term hereof and shall not exercise the power of alienation conferred by the Commissioner, except in accordance with the provisions of section 145 of the Land Act, 1948, and shall not exercise any right of alienation in accordance with the provisions of section 145 of the Land Act, 1948.~~

(g) THAT if the Lessee shall have neglected or abandoned 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 applied to the satisfaction of the Land Settlement Board or the Commissioner, as the case may be, or shall 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 145 of the Land Act, 1948, declare this lease to be forfeit, and that without prejudice to enforcing the Lessee from making for rent due or accruing due or for any past 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.

* Par (f) and (i) see below

SCHEDULE

IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE

241

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.

Otago

on behalf of the Lessor, hath hereunto set his

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

Witness: R. G. Manning
 Occupation: Clerk
 Address: Land Settlement Board

[Signature]
 Deputy Commissioner of Crown Lands

Signed by the said Lessee in the presence of—

Witness: _____
 Occupation: _____
 Address: _____

- 14. (a) THAT the provisions of Section 86 of the Land Act 1948, shall apply to all transfers and other dispositions of shares in the Lessee as if such shares were interests in the said land and no share or shares in the Lessee shall be transferred or otherwise disposed of by any shareholder without the consent of the Land Settlement Board.
- (b) THAT the provisions of the Land Act, 1948 with regard to residence shall continue to be applicable to the said lease provided however that such provisions shall be deemed to be complied with by the Lessee only if and when there resides on the said land a person who manages the land on behalf of the Lessee and who has been approved in writing for that purpose by the Land Settlement Board.
- (c) THAT a breach by the Lessee or by any shareholder of all or any of the provisions of subclauses (a) and (b) shall be deemed to be a breach of the covenants, conditions and restrictions contained in the within lease and shall entitle the lessor to exercise all or any of the powers conferred upon her by these presents in such circumstances.
- (d) 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 and cattle depastured on the said land does not exceed 2500 sheep (inclusive of 1000 ewes) and 750 cattle (being the carrying capacity in respect of cattle and an increase of ten per cent on the carrying capacity in respect of sheep 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 of sheep 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.
- (e) THAT the Lessee will enter into a written agreement with the Lessee of Runs 333A and 333B Matukituki and Kaitapu Survey Districts regarding the erection by the Lessee of Run 715 Cascade and Matukituki Survey Districts of cattle yards on the said Run 333B and the use of the said cattle yards by the Lessee of the said Run 715 together with provision for rights of ingress egress and regress over the land comprised in the lease of the said Runs 333A and 333B in favour of the Lessee of the said Run 715 for the purpose of using the said cattle yards.

The Common Seal of Mt Aspiring Company Limited was hereunto affixed in the presence of:

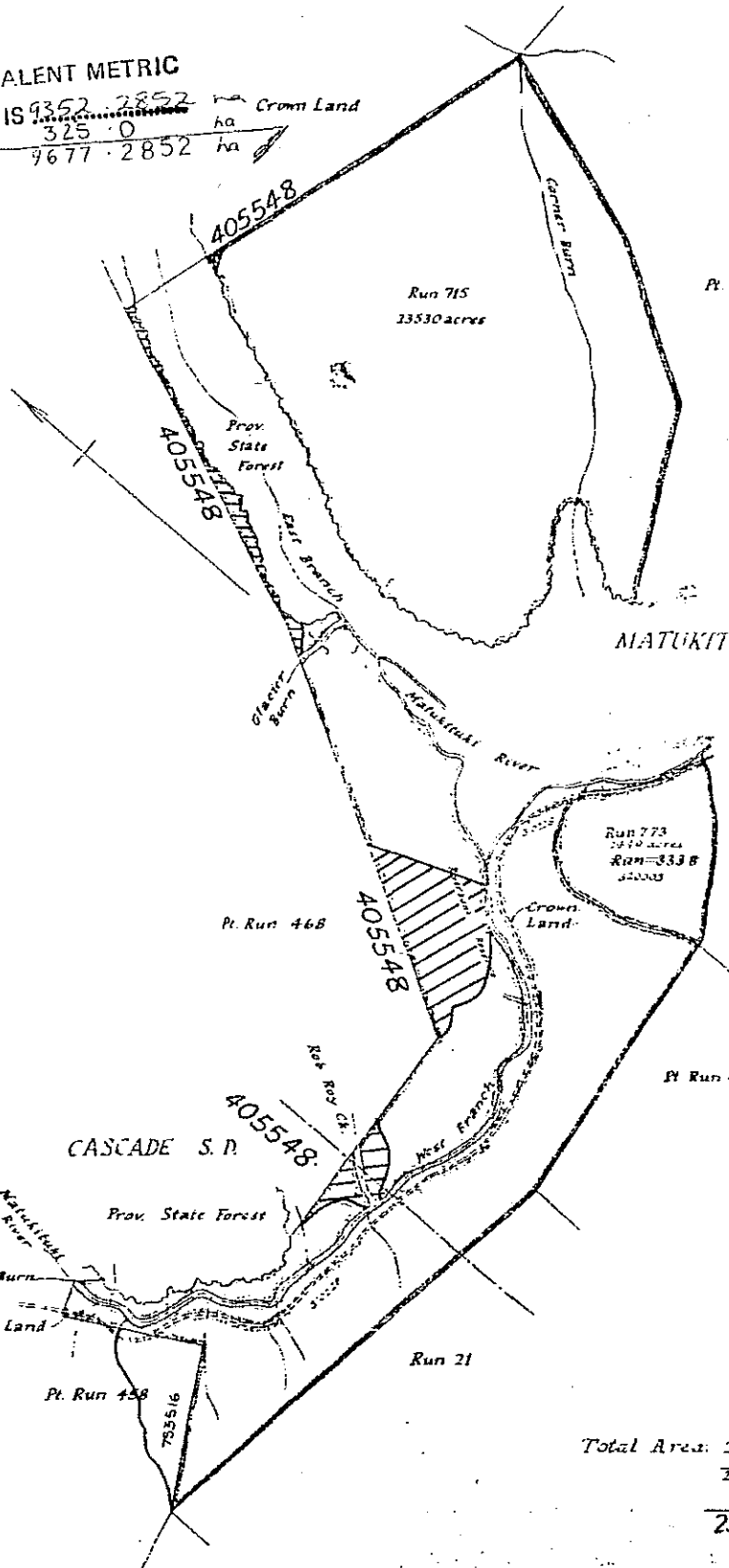
[Signature] Director
[Signature] Director

Run 715, Cascade & Matukituki S. Ds.

386143

EQUIVALENT METRIC

9352.2852	ha	Crown Land
325.0	ha	
9677.2852	ha	



hereunto met his

dispositions in the Lessee Settlement Board.

to the said if and when been approved in

(a) and (b) hereof lease entitling

so long as of 1950 (over) and

ing capacity in writing except so to do time and particular rent payable

and Notarap of cattle together with runs 333A and

Total Area: 23,530 ac
 2,412 ac. 32-3002
 24,970 ac. 1/2
 1860 acs 405548
 23,110 acs.

Scale: 80 chains to an inch.

310 228 Proclamation of proclaiming as Road the
part hatched Redon, de plan hereon (77 Acres)
Registered 1.2.1967 at 10.36 am
A.L.R.

320003 Certificate of Alteration
incorporating in the within lease
Run 773 Matukituki Survey
District. Area 1440 acres bounded
green on diagram hereon and
increasing the Annual Rent to
£ 130 as from 1 July 1967. Entered
17.10.1967 at 11.45 am
A.L.R.

333220 M...
14.4.1978 at 10.15 am
2.40 pm
A.L.R.

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.
A.L.R.

370912 Her Majesty
the Queen under the Marginal
Lands Act - 1971 at
2:10 pm
A.L.R.

405548 Gazette Notice declaring
parts of the within land hatched
black to be added to and form part
of the Mount Aspiring National
Park from and after the 16th
day of August, 1971 - 21.6.1973 at
11.3 am
A.L.R.

Part of Run 715 (2.9413 ha) is now
known as Section 3 Matukituki S.D.
See new Appellation 4665837
A.L.R.

499551/1 Surrender of the within lease
as to Section 3 Matukituki Survey
District (2.9413 ha.) - 11.7.1978 at
11.42 am
(with the consent of Mortgagee in
Mortgage 370912).
A.L.R.

501680 Mortgage to Her Majesty the Queen
pursuant to The Marginal Lands Act 1950 -
16.8.1978 at 18. MAY 1997
A.L.R.

386143
DISCHARGED
513230 Mortgage to Her Majesty the Queen
pursuant to The Marginal Lands Act 1950 -
22.3.1978
A.L.R.

583705/2 Mortgage to Her Majesty the Queen
pursuant to the Marginal Lands Act 1950 -
4.10.1982 at 10.06 MAY 1997
A.L.R.

587088 Notice that Mortgage's 370912, 501680
have been vested in the Rural Banking and
Finance Corporation of New Zealand pur-
suant to Section 4 Rural Banking and Finance
Corporation Amendment Act 1982 -
3.12.1982 at 11.46 a.m.
A.L.R.

656306 Land Improvement Agreement under
the Soil Conservation & Rivers Control
Act 1941 - 15.8.1981 at 10.56 am
A.L.R.

753516 Certificate of Alteration
incorporating in the within lease
part Run 458 Cascade S.D. (325ha)
increasing the annual rent to
\$4,050.00 and rental value to
\$270,000.00 - 3.5.1990 at 10.06
am
A.L.R.

761685 Renewal of the within lease
for a term of 33 years commencing
on 1.7.1990 and varying the terms
thereof - 24.8.1990 at 9.55am
A.L.R.



CDF 315 Request Manual Copy

Document Type:	Instrument	Request Id:	40324
Reference Number:	761585	User Id:	dabercrombledu
Land District:	Otago	Request Date:	19/02/2002 09:09:37
Method of Delivery:	Fax	Client Reference:	dabercrombledu
Requested By:		Status:	Pending
<input type="checkbox"/> Certified Copy			
Comments:	M1		
Delivery Details			
Firm:	Abercrombie & Assoc Ltd		
Primary Contact:	Mr David Abercrombie		
Street:	P.O. Box 5056		
Town:	Dunedin		
Country:	New Zealand		
Postcode:	9001		
Fax Number:	03 471 9455		

Fees: OK Cancel

19/02/2002 14:10

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, SUSAN JANE BUNTING, of Dunedin, Property Officer

HEREBY CERTIFY -

1. THAT by Deed dated the 12th day of June 1987 copies of which are deposited in the Land Registry Offices at -

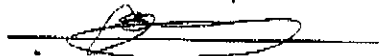
- AUCKLAND (North Auckland Registry) and there numbered B678573
- BLenheim (Marlborough Registry) and there numbered 136439
- CHRISTCHURCH (Canterbury Registry) and there numbered 686366/2
- DUNEDIN (Otago Registry) and there numbered 681189/1
- GISBORNE (Poverty Bay Registry) and there numbered 167089.2
- HAMILTON (South Auckland Registry) and there numbered H734777
- HOKITIKA (Westland Registry) and there numbered 076748
- INVERCARGILL (Southland Registry) and there numbered 141782
- NAPIER (Hawkes Bay Registry) and there numbered 478751.2
- NELSON (Nelson Registry) and there numbered 269962.1
- NEW PLYMOUTH (Taranaki Registry) and there numbered 341775
- WELLINGTON (Wellington Registry) and there numbered 860782.2

LAND CORPORATION LIMITED at Wellington carrying on the business of land management appointed me its Attorney on the terms and subject to the conditions set out in the said Deed.

2. THAT at the date hereof I was Property Officer of the said Corporation.
3. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said LAND CORPORATION LIMITED or otherwise.

SIGNED at Dunedin
this 5th day of July
1987

)
)
)



MEMORANDUM OF RENEWAL AND VARIATION REGISTER
OF PASTORAL LEASE

IN THE MATTER OF THE LAND ACT 1948

AND

IN THE MATTER OF PASTORAL LEASE NO P 231
REGISTERED AS REGISTER VOLUME
386 FOLIO 143 OTAGO DISTRICT
LAND REGISTRY FROM HER MAJESTY
THE QUEEN TO MT ASPIRING COMPANY
LIMITED A DULY INCORPORATED
COMPANY HAVING ITS REGISTERED
OFFICE IN DUNEDIN

PURSUANT TO SECTION 170 OF THE LAND ACT 1948 THE TERM OF THE ABOVEMENTIONED
LEASE REGISTERED IN VOLUME 386 FOLIO 143 OTAGO LAND REGISTRY IS RENEWED FOR
A TERM OF 33 YEARS COMMENCING ON THE 1ST DAY OF JULY 1990. THE COVENANT TO
PAY RENT AND THE RENTAL VALUE CONTAINED IN THE LEASE IS HEREBY VARIED BY
DELETING THE SAID COVENANT AND SUBSTITUTING THE FOLLOWING:

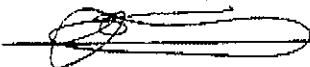
YIELDING AND PAYING THEREFOR FOR THE FIRST 11 YEARS OF THE SAID TERM
UNTO THE LAND CORPORATION LIMITED AT DUNEDIN THE ANNUAL RENT OF
\$4,050.00 CALCULATED ON A RENTAL VALUE OF \$270,000.00 PAYABLE WITHOUT
DEMAND BY EQUAL HALF YEARLY PAYMENTS IN ADVANCE ON THE FIRST DAY OF
JANUARY AND THE FIRST DAY OF JULY IN EACH AND EVERY YEAR DURING THE
SAID PERIOD OF 11 YEARS AND FOR THE NEXT TWO SUCCESSIVE PERIODS OF 11
YEARS OF THE SAID TERM A RENT DETERMINED IN RESPECT OF EACH OF THOSE
PERIODS IN THE MANNER PROVIDED IN SECTION 132A OF THE LAND ACT 1948.

SAVE HEREBY EXPRESSLY VARIED ALL THE COVENANTS CONDITIONS AND
RESTRICTIONS CONTAINED OR IMPLIED IN THE SAID MEMORANDUM OF LEASE SHALL
REMAIN IN FULL FORCE.

IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO SUBSCRIBED THEIR NAMES THIS
5th DAY OF July 1990 .

SIGNED FOR AND ON BEHALF OF HER MAJESTY)
THE BEEN PURSUANT TO A DEED LODGED WITH)
THE DISTRICT LAND REGISTRAR AS NO 750040)
BY LAND CORPORATION LIMITED BY ITS)
ATTORNEY SUSAN JANE BUNTING)
IN THE PRESENCE OF:)

LAND CORPORATION LIMITED
BY ITS ATTORNEY
REGISTER



WITNESS: *McM...*
OCCUPATION: Property Officer, Landcorp
ADDRESS: Dunedin

The Common Seal of MT ASPIRING COMPANY LIMITED)
was hereunto affixed in the presence of:)

Susan J. Bunting
J. H. ... Director/Secretary



REGISTER

MEMORANDUM OF RENEWAL OF PASTORAL LEASE

PARTICULARS ENTERED IN THE REGISTER AS SHOWN HEREIN ON THE DATE AND AT THE TIME STAMPED BELOW.

HER MAJESTY THE QUEEN	LESSOR
MT ASPIRING COMPANY LTD	LESSEE

DISTRICT/ASSISTANT LAND REGISTRAR OF OTAGO

LAND CORPORATION LIMITED
DUNEDIN



9.55 21 AUG 90 761685
 PARTICULARS ENTERED IN REGISTER
 LAND REGISTRY OFFICE
 ASST LAND REGISTRAR
 389/43

CDE SIS - Request Manual Copy

Document Type:	<input type="text" value="Instrument"/>	Request Id:	<input type="text" value="40928"/>
Reference Number:	<input type="text" value="320003"/>	User Id:	<input type="text" value="dabercrombie@du"/>
Land District:	<input type="text" value="Otago"/>	Request Date:	<input type="text" value="19/02/2002 09:11:28"/>
Method of Delivery:	<input type="text" value="Fax"/>	Client Reference:	<input type="text" value="dabercrombie@du"/>
Requested By:	<input type="text" value=""/>	Status:	<input type="text" value="Pending"/>
<input type="checkbox"/> Certified Copy			
Comments:	<input type="text" value="M1"/>		
Delivery Details			
Firm:	<input type="text" value="Abercrombie & Assoc Ltd"/>		
Primary Contact:	<input type="text" value="Mr David Abercrombie"/>		
Street:	<input type="text" value="P O Box 5056"/>		
Town:	<input type="text" value="Dunedin"/>		
Country:	<input type="text" value="New Zealand"/>		
Postcode:	<input type="text" value="9001"/>		
Fax Number:	<input type="text" value="03 471 9455"/>		
<input type="button" value="Fees.."/>	<input type="button" value="OK"/>	<input type="button" value="Cancel"/>	

RECEIVED

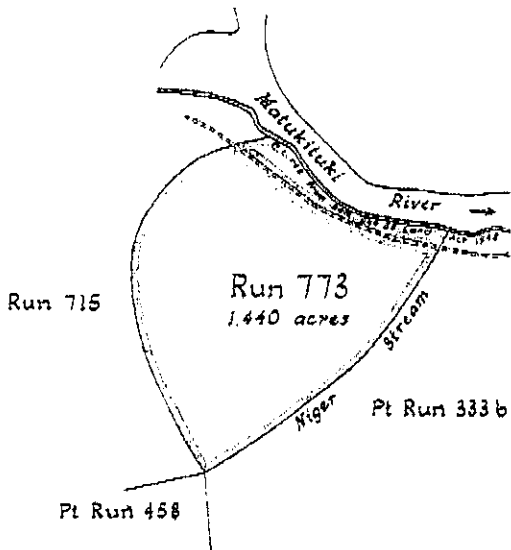
L. & S.-B. 5

CERTIFICATE OF ALTERATION UNDER SECTION 113, LAND ACT 1948

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

and

IN THE MATTER of lease (licence) from HER MAJESTY THE QUEEN to Mt Aspiring Company Limited, a duly incorporated company having its registered office at Dunedin



registered in

Vol. 386 , folio 143 , Otago Land Registry.

Scale: 60 chains to an inch

S.O. 16441

This is to certify that on the 1st day of July, 1967, the area of land included in the abovementioned lease was altered by the incorporation therein of the land described in the Schedule hereto and shown red in outline on the plan drawn hereon.

Consequent on the alteration in area aforesaid, the annual rent was increased on the same date to \$130. --.

SCHEDULE

Run 773 Matukituki Survey District.
Area: 1,440 acres 0 roods 00 perches.

MWA

As witness my hand, this 12th day of September 1967.

[Handwritten Signature]

320003

CERTIFICATE OF ALTERATION

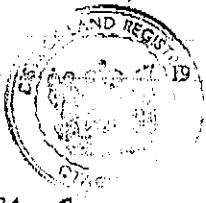
HER MAJESTY THE QUEEN	{ Lessor. Licensor.
MT ASPIRING COMPANY LIMITED	{ Lessee. Licensee.

PARTICULARS entered in the Register-book,

Volume 3 P 6, folio 143

on 17 OCT 1967

at 4 7 o'clock.



[Signature]
 Asst. Land Registrar of the
 District of **OTAGO**

(3A/1487)

MHP_0015466

(2)
 Date: 17 OCT 1967
 Folio: 143
 Page: 2

CDE_S15 - Request Manual Copy

Document Type	Manual Copy	Request Id	40927
Reference Number	405548	User Id	dabercrmbiedu
Land District	Otago	Request Date	19/02/2002 08:10:54
Method of Delivery	Fax	Client Reference	dabercrmbiedu
Requested By		Status	Pending
<input type="checkbox"/> Certified Copy			
Comments	Mt		
Delivery Details			
Firm	Abercrombie & Assoc Ltd		
Primary Contact	Mr David Abercrombie		
Street	P.O. Box 5056		
Town	Dunedin		
Country	New Zealand		
Postcode	9001		
Fax Number	03 471 9455		
Fees			
		OK	Cancel

FAXED



MOUNT ASPIRING NATIONAL PARK BOARD

ALL COMMUNICATIONS
TO BE ADDRESSED TO
THE SECRETARY

PLEASE QUOTE

RA.55

C/- DEPARTMENT OF LANDS & SURVEY
P.O. BOX 896
DUNEDIN

TELEPHONE No. 70-650

21 June 1973

The District Land Registrar,
DUNEDIN.

Please find attached, an extract from N.Z. Gazette 1971
page 1675 adding land to and excluding land therefrom
Mount Aspiring National Park. Also attached is a schedule
and maps crossed referenced to the Gazette Notice showing
Crown leasehold added to the Park.

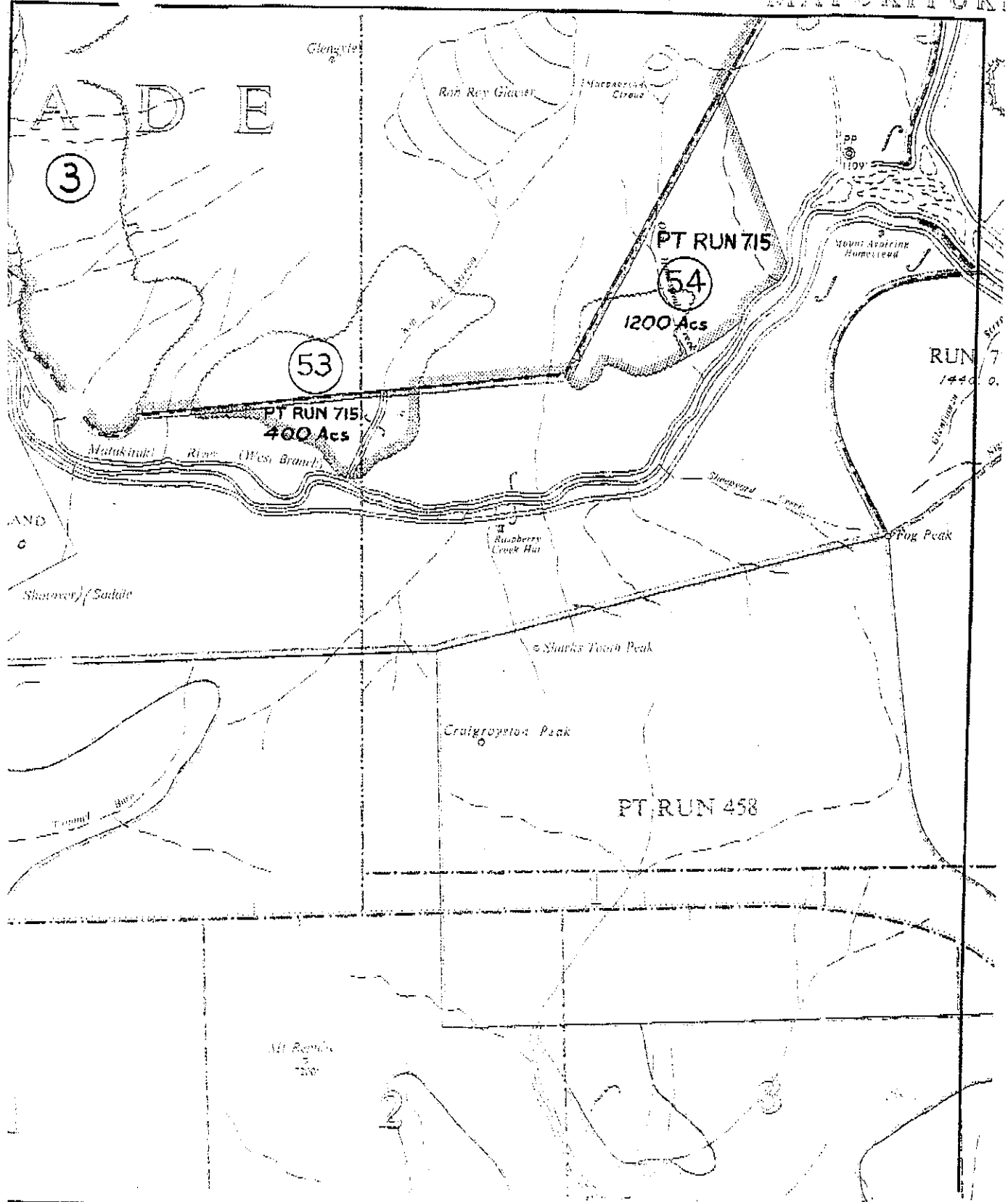
I.R. Cowie
Secretary

Encl.

RECORD OF LAND GAINED FROM
 1971 1971 1971 1971
 1971 1971 1971 1971
 1971 1971 1971 1971

Schedule No. in Section Notice	Description of Land	Area	Type of Lease or Licence & Interest	Occupier	Registration No.
1. Ref. No. (37)	Run 768 Young S.D. and Block II Waiho S.D. and the 771 Pt Polihu S.D. and Block V Waiho S.D.	2,270 acres	Pastoral Occupation Licence O. 55	J. B. H. Quife & Others	36/1282 ✓
2. Ref. No. (36)	Part Run 715 Kaitiaki S.D.	240 acres	Pastoral Lease P. 251	Mount Aspiring Company Limited	36/145 ✓
3. Ref. No. (40)	Part Run 715 Kaitiaki S.D.	20 acres	"	"	"
4. Ref. No. (44)	(a) Run 769 Young S.D. & Block IV Waiho S.D. & Block I Waiho S.D.	400 acres	Pastoral Occupation Licence O. 55	J. B. H. Quife & Others	36/1282 ✓
	(b) Run 770 Blocks II, VI & VII Waiho S.D.	330 acres	Pastoral Occupation Licence O. 54	"	36/1281 ✓
5. Ref. No. (53)	Part Run 715 Cascade and Hahakahi S.D.'s	400 acres	Pastoral Lease P. 231	Mount Aspiring Company Limited	36/145 ✓
6. Ref. No. (54)	Part Run 715 Kaitiaki S.D.	1200 acres	Pastoral Lease P. 231	Mount Aspiring Company Limited	36/145 ✓
7. Ref. No. (55)	Part Run 10 Part S.D.	900 acres	Pastoral Lease P. 47	H. J. Thompson	36/109 ✓

Note: The areas contained are more particularly shown on the plans and maps referred to in the columns in brackets opposite.



Parts Run 715, Matukituki S. D. (Pt. C.L386/143)
Total Area: 647.50ha approx (1600 Acs)

LOCK SURVEY DISTRICT SCALE

Part Run 19, Dart S. D. (P+C.L. 338/105)

Area: 364.22ha approx. (900 Acs)

BLC Scale 1: 63,360 (1 inch to 1 mile)

SURVEY DISTRICT SCALE

LOCAL AUTHORITY LAKE COUNTY

OTAGO LAND DISTRICT



PREPARED
E.W.M.

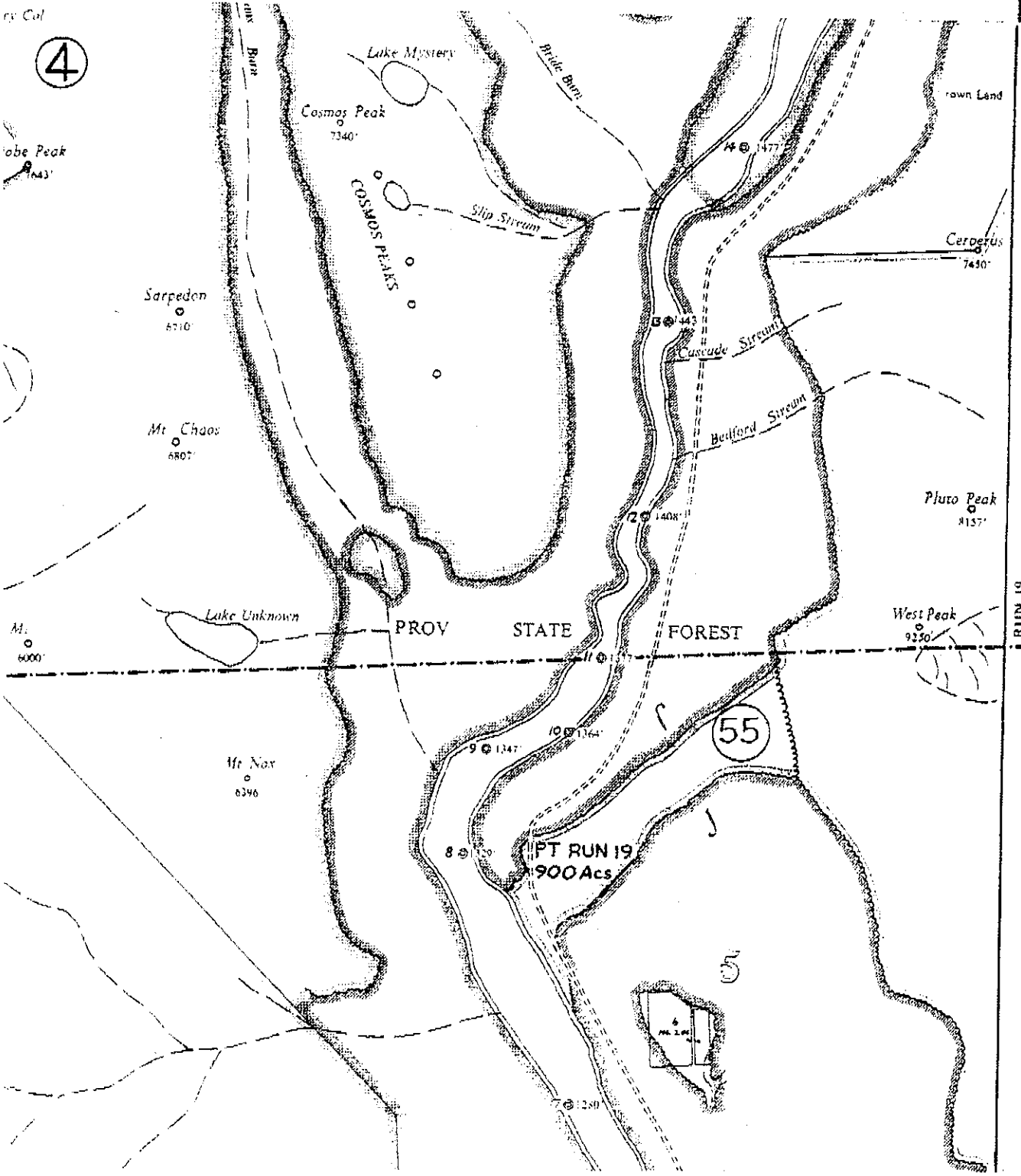
CHECKED BY
[Signature]

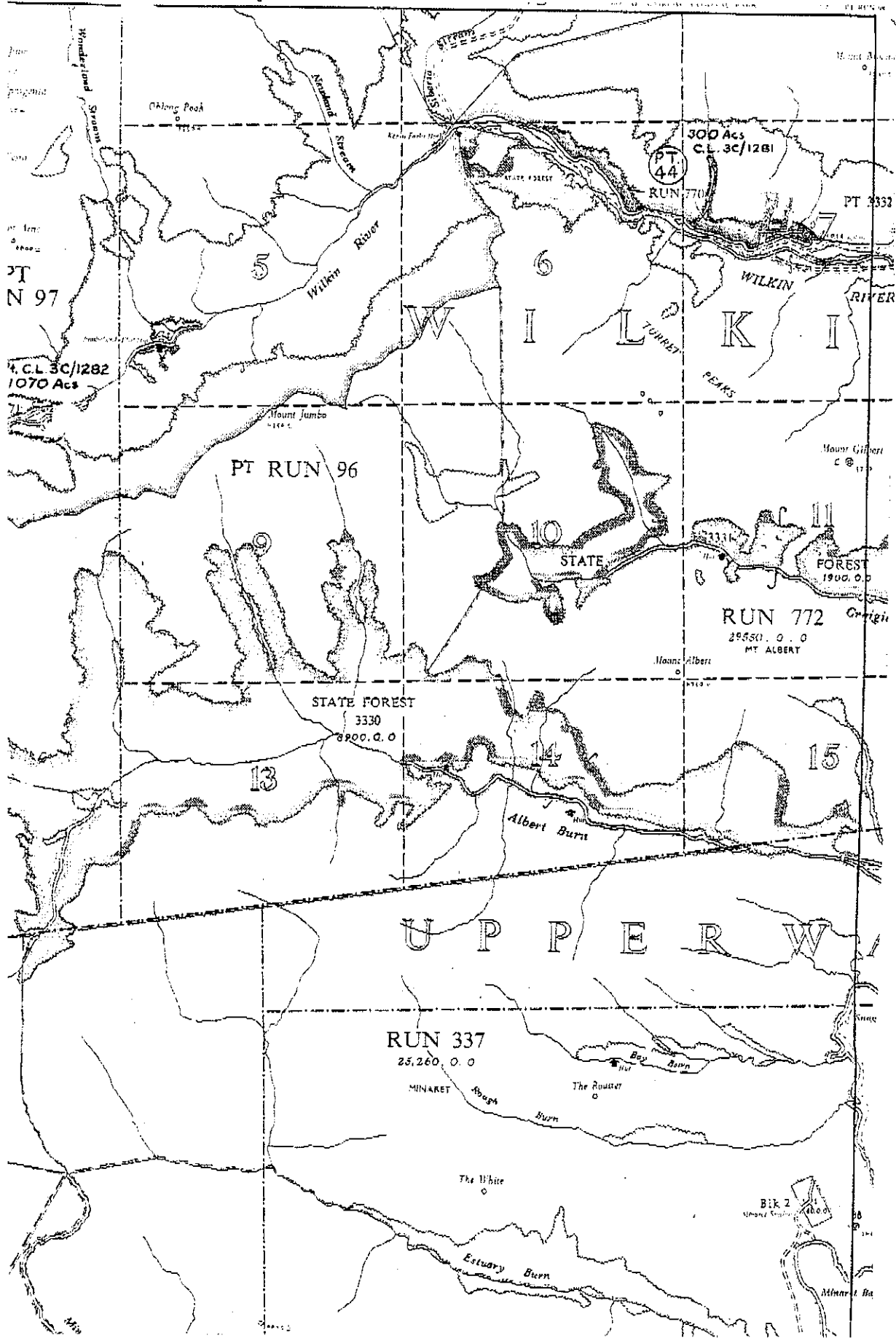
DATE
JUNE, 1973

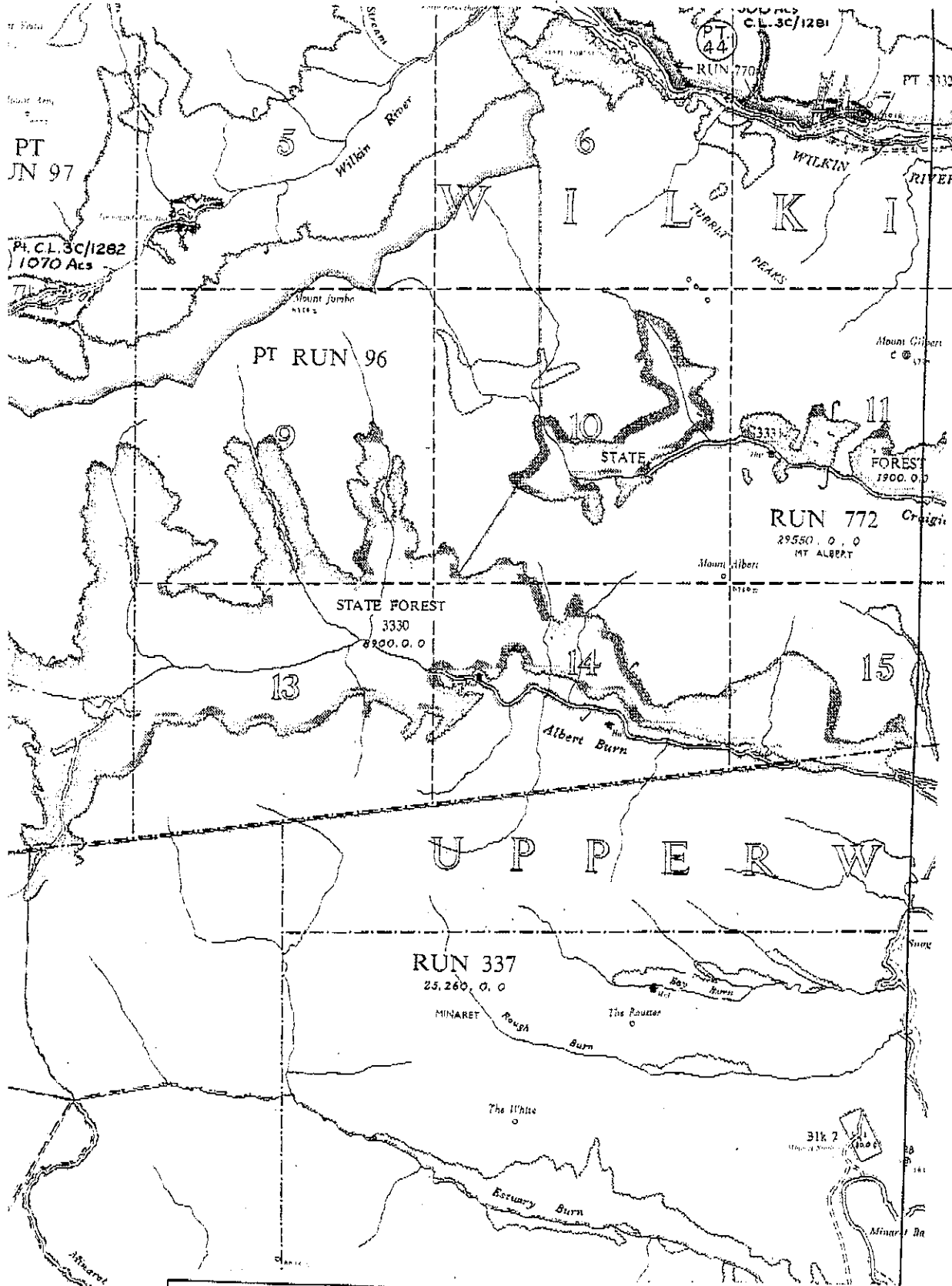
FILE
MR. 33.

REF. PLANS
N.Z.M.S. 177, 5113

AIR PHOTOS







Parts Run 715, Matukituki S. D., Run 770, Blocks II, VI, and VII,
Wilkin S. D., and Run 771, Mt Pollux S. D. and Block V, Wilkin S. D.
Total Area: 659.64 ha approx. (1630 Acs)

BLOCK SURVEY DISTRICT SCALE