

Crown Pastoral Land Tenure Review

Lease name : Mt BENDER

Lease number : PO 245

Due Diligence Report (including Status Report) - Part 3

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

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

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

June 09

**PASTORAL LEASE
LAND TENURE
REVIEW**

**LAND STATUS
CHECK**

MOUNT BENGER

ABERCROMBIE AND ASSOCIATES LIMITED

PROPERTY MANAGERS AND CONSULTANTS

P O BOX 5056
 MORAY PLACE
 DUNEDIN

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

C:\DATA\CONSULT\CLIENT\QVNZ\CONTRACT2002\CS Status Cert Mt Benger.wpd

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

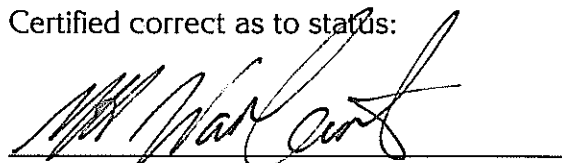
LAND STATUS REPORT	MOUNT BENDER P245	[LIPS Ref. 12524]
Property	1	of 1

Land District	Otago
Legal Description	Run 509, Teviot Survey District
Area	1740.1483 ha [title metric conversion]
Status	Crown Land subject to Pastoral Lease P245
Instrument of Lease	Reg Vol OT386/69 registered in Land Transfer Office but not under Land Transfer Act
Encumbrances	Subject to Marginal Strip along Washpool Creek pursuant to sections 24(9) and 24(F), Conservation Act 1987 [shown marked A - B on SO Plan 1165]. Pursuant to Section 24(F), Conservation Act 1987 the bed of the Washpool Creek for the same extent [A - B, SO 1165] remains in Crown ownership.
Mineral Ownership	Crown [see comment below]
Statute	Land Act 1948, Crown Pastoral Land Act 1998

Data Correct as at:	7 December, 2001
Accredited Supplier certification	As attached

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

Certified correct as to status:



Chief Surveyor
 Land Information New Zealand, Dunedin

17/12/2001

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

Tenure review process had previously commenced but was discontinued at lessee instigation probably due to differences with DoC as to potential areas to be retained for conservation and allied values.

Research Data: Some items may not be applicable

SDI Print obtained	Yes [See attached]
NZMS 261 Ref	G 43
Local Authority	Central Otago District Council
Crown Acquisition Map	Yes To determine agreement for purchase from Ngai Tahu
SO Plan	1165 <i>[See evidence attached]</i>
Relevant Gazette Notices	Not applicable
CT Reference / Lease Reference	Pastoral Lease P 245, Reg Vol OT386/69 Lease renewed by 835391 NOTE: For history of land see below <i>[See evidence attached]</i>
Legislation Cards	Not applicable
CLR	Yes <i>[See evidence attached]</i>
Allocation Maps [if applicable]	Not applicable
QVNZ Reference	28472/29000
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
Other Relevant Information 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) Nil <i>[See evidence attached from DoC]</i> b) Only on divestment of freehold or a lease of fifty years or greater by LINZ as a Crown Body c) Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition from Ngai Tahu by way of the Kemp Purchase. d)

History of ownership:

Purchased from Ngai Tahu by the Kemp Purchase of 1848.

No record of crown grants having been made

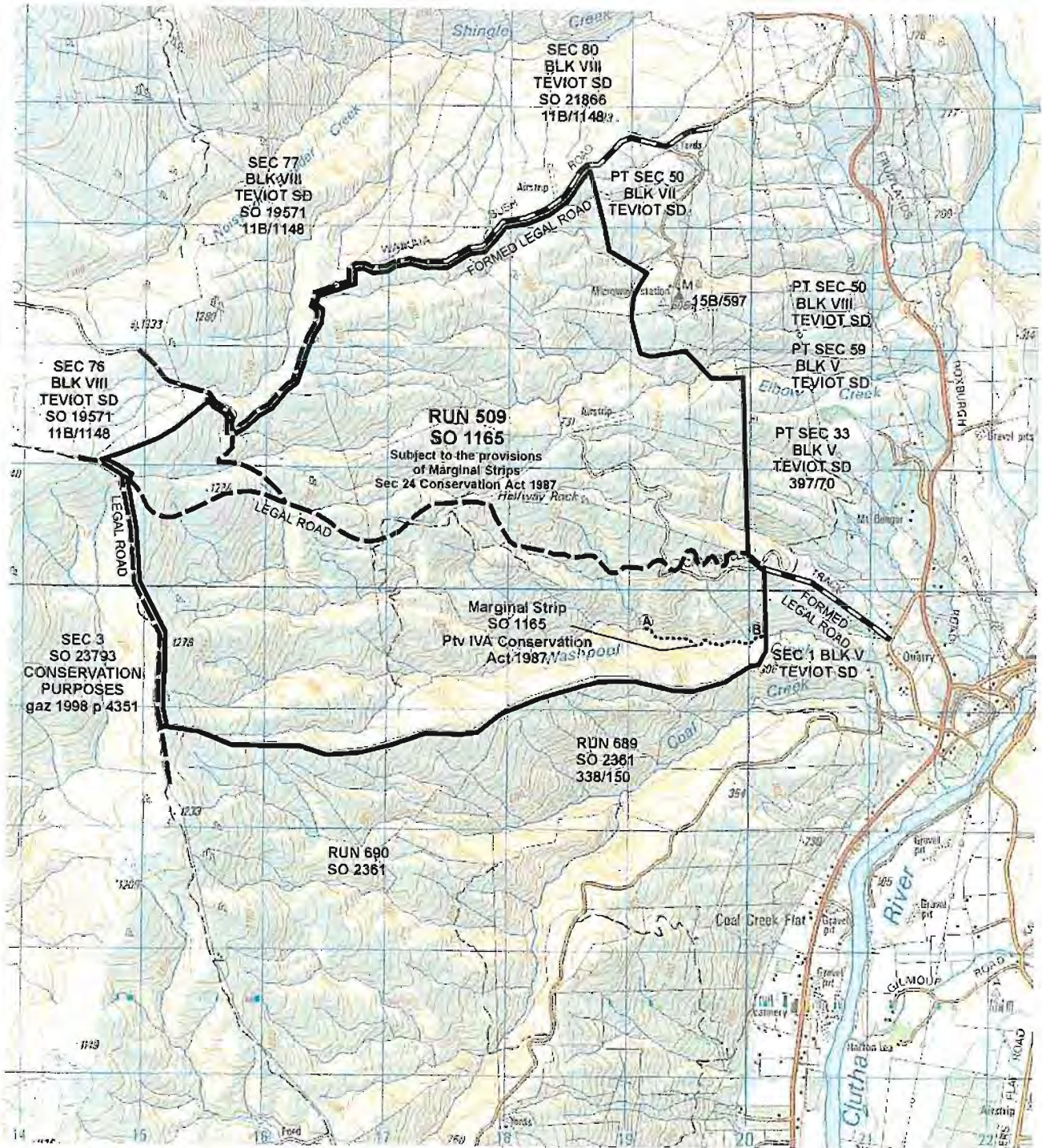
Selected for lease and PL 1383 granted as at 20 September 1910 [No registration].

On surrender, PL 1772 granted as at 1 March 1925 as recorded in register volume OT336/69.

On expiry, P245 granted as at 1 March 1960 as recorded in register volume OT386/145 [Note: title metric conversion shows an area of 1740.1483 ha while a more accurate calculation would result in an area of 1740.1498 ha].

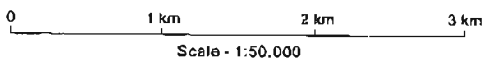
Status, description of land and area are now as indicated above.

**MT BENDER
 FRUITLANDS - ROXBURGH ROAD
 ROXBURGH**

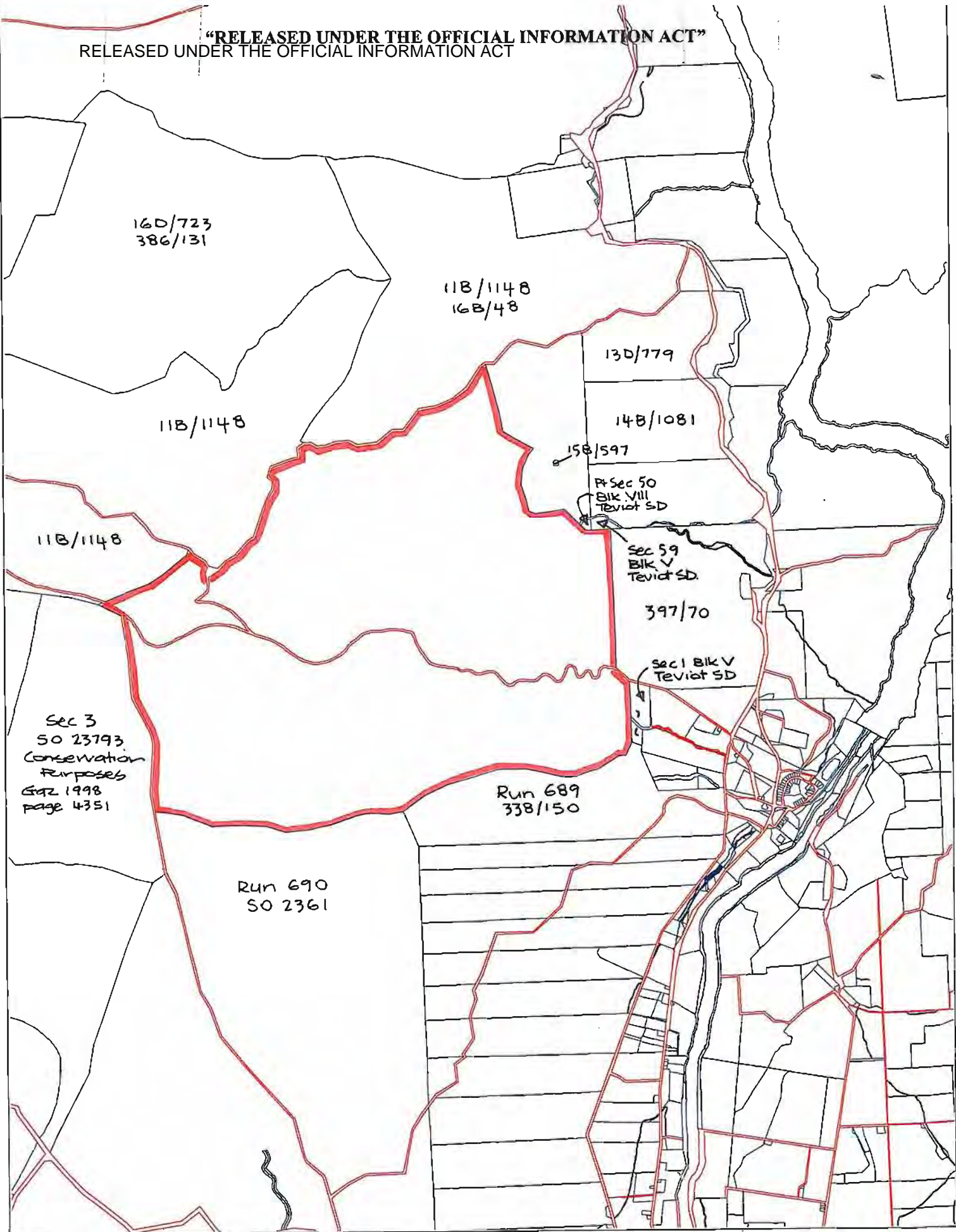


Part Sheet NZMS 260 Sheet 140 Kuraw

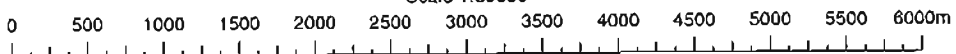
- PASTORAL LEASE BOUNDARY
- FORMED LEGAL ROAD
- LEGAL ROAD
- MARGINAL STRIP (Part IVA Conservation Act 1987)



Mapping by:
 John McMecking
 DTZ Mapping Dunedin
 03 479 2233
 06.12.2001



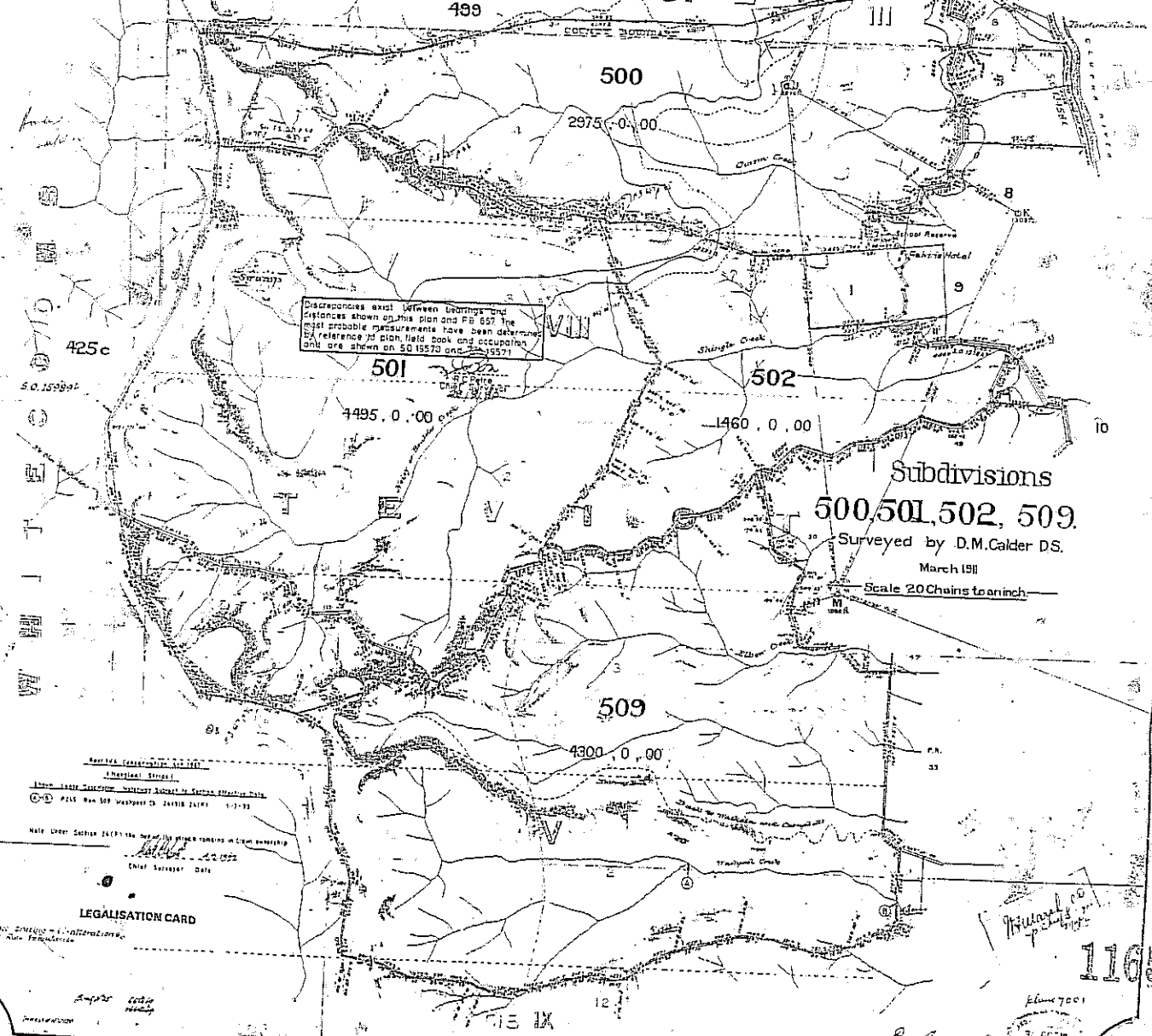
Scale 1:50000



MT BENDER

MT BENDER RUNS

C A I R N H I L L



Discrepancies exist between bearings and distances shown on this plan and P.S. 557 the most probable measurements have been determined by reference to plan, field book and occupation and are shown on S.O. 15573 and 15574

Subdivisions
500, 501, 502, 509.
Surveyed by D.M. Calder D.S.
March 1911
Scale 20 Chains to an inch

Approved (Certificate No. 111)
Municipal Survey
Under Great Seal of Ontario Surveyed by Surveyor-General D.M. Calder
P.S. 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

LEGALISATION CARD

1165



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



Search Copy

Identifier OT386/145
Land Registration District Otago
Date Registered 24 May 1960 01:43 pm

Prior References
OT336/69

Type	Lease under s83 Land Act 1948	Term	Thirty-three years, commencing on the first day of July one thousand nine hundred and sixty and renewed for a further period of 33 years commencing on 1 July 1993
Area	1740.1483 hectares more or less		

Legal Description Run 509

Proprietors
Gerrard Mortland Eckhoff

Interests

431951 Certificate of Alteration varying the terms of the within Lease - 30.10.1974 at 2.24 pm
764502.3 Mortgage to Rural Banking and Finance Corporation of New Zealand - 2.10.1990 at 10.02 am
835391 Renewal of Crown Lease fixing (for the first 11 years) the annual rent at \$1,950.00 calculated on a rental value of \$130,000.00 - 3.8.1993 at 9.21 am



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

Historical Search Copy



R. W. Muir
Registrar-General
of Land

Identifier OT386/145
Land Registration District Otago
Date Registered 24 May 1960 01:43 pm

Prior References
OT336/69

Type	Lease under s83 Land Act 1948	Term	Thirty-three years, commencing on the first day of July one thousand nine hundred and sixty and renewed for a further period of 33 years commencing on 1 July 1993
Area	1740.1483 hectares more or less		

Legal Description Run 509

Original Proprietors

Gerrard Morland Eckhoff

Interests

431951 Certificate of Alteration varying the terms of the within Lease - 30.10.1974 at 2.24 pm

764502.3 Mortgage to Rural Banking and Finance Corporation of New Zealand - 2.10.1990 at 10.02 am

835391 Renewal of Crown Lease fixing (for the first 11 years) the annual rent at \$1,950.00 calculated on a rental value of \$130,000.00 - 3.8.1993 at 9.21 am

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

LAND & DEEDS

Volume: CL
Page: CL

NEW ZEALAND 24 MAY 1960

OTAGO

LAND DISTRICT

Registered in the Register Book, Vol. 386 fo
the 24 day of May
1960, at 1.44 o'clock

Issued as a Renewal of (or in Exchange for) Lease

registered in Vol. 336 fol. 69
Image Quality due
to Condition
of Original

Pastoral Lease of Pastoral Land under the Land Act, 1948

No. F.245

This Deed, made the first day of March one thousand nine hundred and sixty
between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and DAVID BELL of Roxburgh, Farmer as to a half share and PERMANE FAMILY BUYERS TRUST of Roxburgh, in the Dominion of Otago, and THE TRUSTEES EXECUTORS AND AGENCY COMPANY OF NEW ZEALAND LIMITED a duly incorporated company having its registered office at Dunedin jointly interested as to a half share as tenants in common as to a half share as hereinafter referred to as "the Lessee", of the other part, in consideration of the rent hereinafter reserved, and of the conditions, and agreements herein contained or implied and on the Lessee to be paid, observed, and performed, the Lessor doth hereunto lease unto the Lessee All that piece or parcel of land admeasurement 4,300 perches, a little more or less, situate in the Land District of Otago, Block 509, Teviot Survey District

Diagram on separate sheet.

(hereinafter referred to as "the said land"), as the same is more fully defined in the plan drawn hereon and therein coloured together with the rights, easements, and appurtenances thereto I HOLD the said premises intended to be hereby demised unto the term of thirty-three years, commencing on the first day of July one thousand nine hundred and sixty, the period between the date of this lease and the aforesaid July, one thousand nine hundred and sixty. 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) 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 term. And also paying in respect of the improvements specified hereunto the sum of (£) by a deposit of (£) (the receipt of which sum is hereby acknowledged) by half-yearly payments of (£) pounds and pence (£ : :) on the 1st day of July in each year in the same manner as rent.

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

1. THAT the Lessee will fully and punctually pay the rent herebefore reserved at the times and in the manner herebefore named in that behalf; and also will pay and discharge assessments, and outgoings whatsoever that now are or hereafter may be assessed, levied, or payable in respect of the said land or any part thereof during the said term.
2. THAT the Lessee will within one year after the date of this lease take up his residence on the said land, and thereafter throughout the term of the lease will reside continuously on the said land.
3. THAT the Lessee will hold and use the said land bona fide for his own use and benefit and will not transfer, assign, sublet, mortgage, charge, or part with possession of the said land 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.
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 "the Commissioner") cut and trim all live fences and hedges, clear and keep clear the said land of all noxious weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1955.
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 Rabbits Act, 1955.
7. THAT the Lessee will clean and clear from weeds and keep open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be on the said land at 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 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 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 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 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 with the Commissioner every such policy and, not later than the forenoon of the day on which any such premium becomes payable, the receipt for 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 royalty) as the Commissioner thinks fit, fell, fell, 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 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 for 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, 1955, burn any tussock, scrub, fern, or grass on the said land or on any part thereof, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner may deem necessary.
12. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of ingress, egress, and regress over the land comprised in this lease for the purpose of destroying any such animals: 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 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 or any part thereof, and that the full and complete right, title, and claim to any 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 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 Commissioner of 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 used as a garden, orchard, vineyard, nursery, or plantation, or within 100 feet of any building or dwellinghouse: Provided also that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner may think fit, work, extract, or remove any mineral from the said land, but not otherwise.

- (d) THAT the Lessee shall have no right of acquiring the fee-simple of the said land. 384/45
- (e) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary, -
- (i) Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;
 - (ii) Crop such area of the said land as is sufficient for the use of himself and family and his employees;
 - (iii) Plough and sow in grass any portion of the said land;
 - (iv) Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass;
 - (v) Surface sow in grass any portion of the said land;
- Provided that the lessee shall, on the termination of the lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent grass to the satisfaction of the Commissioner.
- (f) THAT the Lessee shall exercise due care in stocking the said land and shall not overstock; and for the purpose of this clause it is hereby mutually declared and agreed between the Board and the Lessee that the number of stock to be depastured on the said land during the winter months shall not, without the prior consent of the Board, exceed a total of one for every sheep and of one and a half for breeding ewes.
- (g) THAT if the Lessee shall leave New Zealand or abandon the said land or if he cannot be found or if he shall neglect or fail or refuse to comply with the covenants expressed or implied to the satisfaction of the Land Settlement Board or the Commissioner, as the case may be, or make default for not less than two months in the payment, or other payments due to the Lessor, then the Land Settlement Board may, subject to the provisions of section 145 of the Land Act, 1948, declare this lease to be void and discharging or releasing the Lessee from liability for rent due or accruing due or for any prior breach of any covenant or condition of the lease.
- (h) THAT these presents are intended to take effect as a pastoral lease under the Land Act, 1948, and the provisions of the said Act and of the regulations made thereunder 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

511

In witness whereof the Commissioner of Crown Lands for the Land District of Otago, on behalf of the Lessor, hath signed these presents and the Lessee, William David Bell, on behalf of the Lessee, hath signed these presents and the above named witnesses, in the presence of the above named witnesses, in the presence of the above named witnesses, in the presence of the above named witnesses.

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

Witness: [Signature]

Occupation: [Signature]

Address: Lands & Survey Dept. Dunedin

[Signature]
Deputy Commissioner of Crown Lands

Signed by the above named Lessee, in the presence of -

Witness: [Signature]

Occupation: [Signature]

Address: [Signature]

[Signature]

SIGNED by the above named Lessee, in the presence of -

Witness: [Signature]

Occupation: [Signature]

Address: [Signature]

[Signature]
Phyllis Hayshe-Eliot

~~The Common Seal of The Trustees Executors and Agency Company of New Zealand Limited was hereunto affixed in the presence of -~~

~~[Signature]~~
Director

~~[Signature]~~
General Manager

- (f) THAT the Lessee shall be deemed not to have failed to use due care in stocking, or to have overstocked number of sheep depastured on the said land does not exceed 1550 inclusive of 660 ewes (being an increase on the carrying capacity on which is based the rent hereinbefore reserved) but the Commissioner may, in writing permit the Lessee to depasture thereon any greater number should he deem it advisable or expedient. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and in the event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable.

[Signature]
Deputy Commissioner of Crown Lands.

[Signature]
Lessee.

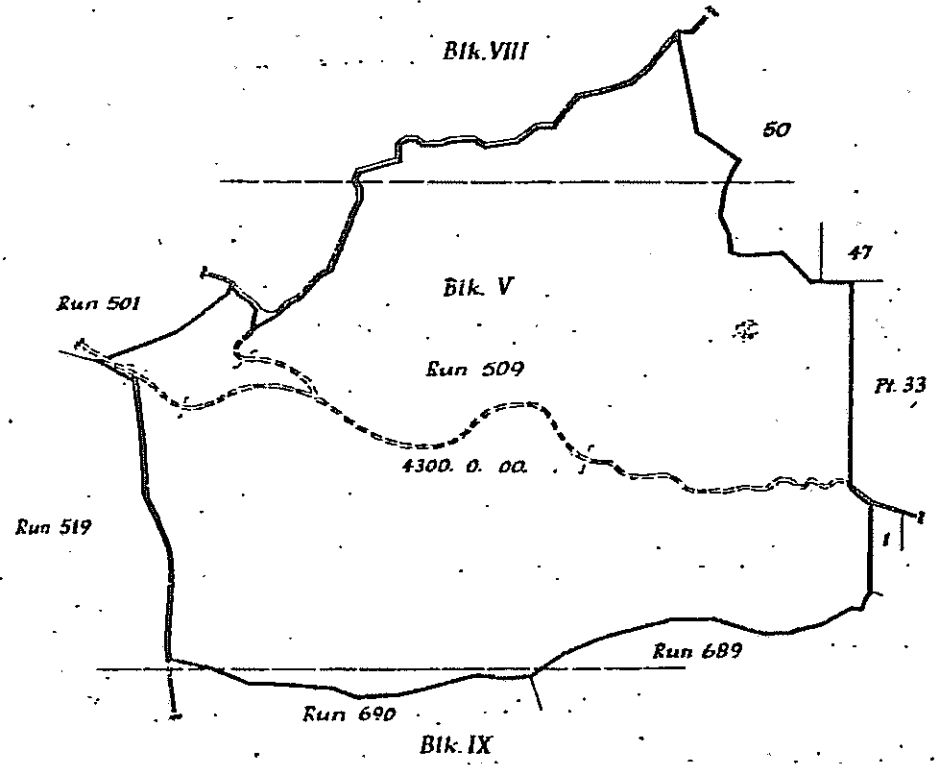
[Signature]
Lessee.

The Common Seal of The Trustees Executors and Agency Company of New Zealand Limited was hereunto affixed in the presence of:

[Signature] Director
[Signature] General Manager

386/11

between the land
water
to each and then
between the land
Lesseo.
Lesseo.
More of the
of the
by the
to do.
the hereunder.



EQUIVALENT METRIC
AREA IS 1740.1483 ha

Run 509 Tevlot S.D

Scale: 40 chains to an inch.
KAWAS

C.T. 386/145

243855: Transfer of their share Phyllis Fanny
Nuysh-Eliot and The Trustees Executors and
Agency Company of New Zealand Limited to
Diana Cecilia Bell & Roxburgh, married
woman. Produced 14.3.1962 at 2:40 pm
J. M. [Signature] A.L.R.

DISCHARGED
28 OCT 1974

249856 Diana Cecilia Bell and
William David Bell to Phyllis Fanny
Nuysh-Eliot The Trustees Executors
and Agency Company of New Zealand
Limited. Produced 14.3.1962 at 2:41 pm
J. M. [Signature] A.L.R.

Variation of Mortgage 243856 - 12.6.1967 at 2:24 pm
E. M. [Signature] 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.
J. M. [Signature] A.L.R.

431951 Certificate of Alteration
varying the terms of the within
Lease - 30.10.1974 at 2.24 pm
R. [Signature] A.L.R.

431952 Transfer to Benger Station
Limited - 30.10.1974 at 2.28pm
R. [Signature] A.L.R.

431953 Mortgage to William David
Bell and Diana Cecilia Bell in
shares - 30.10.1974 at 2.29 pm
R. [Signature] A.L.R.

487446 Mortgage to The Rural Banking
and Finance Corporation of New Zealand
- 7.11.1977 at 11.00 am 1984
J. M. [Signature] A.L.R.

496949 Mortgage to The Rural Banking
and Finance Corporation of New Zealand
- 26.5.1978 at 9.53 am
J. M. [Signature] A.L.R.

532398 Mortgage to The Rural Banking and
Finance Corporation of New Zealand -
1.4.1980 at 1.31 pm
J. M. [Signature] A.L.R.

549092 Variation of Mortgage 487446 -
12.2.1981 at 9.47 am
J. M. [Signature] A.L.R.

386/114 **DISCHARGED**
564726/1 Mortgage to Mortgage Savi
2.11.1981 at 11.17 am
J. M. [Signature] A.L.R.

DISCHARGED
564726/2 Mortgage to The Natio
New Zealand Limited 2.11.1981
J. M. [Signature] A.L.R.

564726/4 Memorandum of Priority
Mortgage 564726/1 as first Mort
487446 as second Mortgage, Mortg
as third Mortgage, Mortgage-5323
Mortgage - 2.11.1981 at 11.17 a
R. [Signature]

DISCHARGED
576857 Land Improvement Agreeemer
Soil Conservation and Rivers Cor
1941 - 4.6.1982 at 11.11 am
J. M. [Signature] A.L.R.

622703/7 Transfer to Gerrar
Eckhoff of Mount Benger far
- 1.10.1984 at 10.41 am
J. M. [Signature]

624003/2 Mortgage to [Signature] and Frank Paul
Evans - 10.10.1984
J. M. [Signature] A.L.R.

624003/3 Mortgage to Herman Gerrar
- 19.10.1984 at 1.18 pm
J. M. [Signature] A.L.R.

630756/1 Mortgage to The Rural Ba
Finance Corporation of New Zealan
27.2.1985 at 11.30 am
J. M. [Signature] A.L.R.

630756/2 Memorandum of Priority r
Mortgage 630756/1 as first Mortga
624003/2 as second Mortgage, Mort
as third Mortgage - 27.2.1985 at
J. M. [Signature] A.L.R.

764502/3 Mortgage to Rural Ba

C.T. 386/145

764502/4 Memorandum of Priority ranking
Mortgage 764502/3 as first mortgage,
Mortgage 624003/2 as second mortgage
and Mortgage 624003/3 as third mortgage
- 2.10.1990 at 10.02 am



A.L.R.

774517 Transfer of Mortgage 624003/2
to Frank Paul Evans and Robert Cameron
White - 7.3.1991 at 10.17 am



AIR

792429/1 Transfer of Mortgage 624003/2 to
Gerrard Mortland Eckhoff - 14.11.1991 at 10.09am

DISCHARGED
9 JUL 1999
971185-1



A.L.R

792429/4 Mortgage to Frank Paul Evans and Robert
Cameron White - 14.11.1991 at 10.09am



A.L.R

792429/5 Memorandum of Priority ranking Mortgage
792429/4 as a first mortgage and Mortgage
764502/3 as a second mortgage - 14.11.1991
at 10.09am



A.L.R

835391 Memorandum renewing the term of the
within lease for a further period of 33
years commencing on 1 July 1993 and fixing
(for the first 11 years) the annual rent at
\$1,950.00 calculated on a rental value of
\$130,000.00 - 3.8.1993 at 9.21am



A.L.R.



PLAN OF RUN No. 509.

No. 1772.

336 69



License to occupy Crown Lands for Pastoral Purposes.

Teviot District
4300 acres

PROPORTIONAL METRIC
AREA IS 1046722.6

Whereas MATTHEW ELLIOTT

has been granted of ROXBURGH, PARISH, in the Land District of Otago, New Zealand, a License to occupy for Pastoral Purposes all that area of Crown lands containing by estimation Four thousand three hundred (4300) acres, more or less, and being Run number Five hundred and nine (509) Teviot Survey District, situated in the County of Tuapeka, in the Land District of Otago, New Zealand, as the same is delineated on the plan in the District Lands and Survey Office, Dunedin, as shown in the margin hereof, and hath paid the sum of Fifty-five pounds (£55.0.0.), being the first half-year's rent in advance for such Run: The said

MATTHEW ELLIOTT is hereby licensed to occupy the said land for pastoral purposes for the term of Thirty-five (35) years, to be computed from the first day of March 10 25, subject to all the provisions and conditions of the Land Act, 1924 and its amendments, so far as applicable hereto, and subject also to the payment of an annual rent of One hundred and ten pounds (£110.0.0.), in equal parts, half-yearly in advance, on the first day of March and the first day of September in each and every year, payment for the first half-year's rent having already been made, and the next of such half-yearly payments to be made on the first day of September, 1925.

- Subject also to the conditions following, viz—
- (1) That if the licensee or any person claiming an interest through or under him shall make or cause to be made any agreement or contract, or shall give or cause to be given or taken any negotiable security for the purpose of defeating or evading the provisions of, or shall in any way whatsoever directly or indirectly commit or be privy to a fraud upon, the Land Act, 1924 and its amendments, this license shall be liable to be forfeited and revoked;
 - (2) That the licensee shall prevent the destruction or burning of timber or bush on the land comprised in this license, except as provided by section 26D of the Land Act, 1924;
 - (3) That the licensee shall prevent the growth or spread of gorse, broom, and sweetbrier, on the land comprised in this license, and shall with all reasonable speed remove or cause to be removed all gorse, sweetbrier, broom, or other noxious weeds or plants, as may be directed by the Commissioner of Crown Lands; and
 - (4) That the licensee shall destroy all rabbits on the land comprised in this license, and shall prevent their increase or spread, to the satisfaction of the Commissioner or an officer appointed by him to inspect the ground.

This License is granted as a renewal of Pastoral License No. 1383, in terms of Section 282 Section 282 of the Land Act 1924.

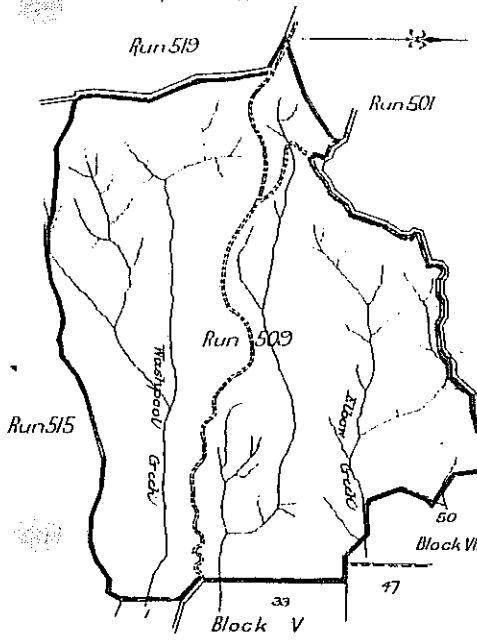
And it is hereby declared that these presents are intended to take effect as a pastorage license only under the Land Act, 1924 and its amendments, and the provisions of the said Act applicable to such licenses shall apply hereto as fully and effectually as if the same had been set out herein at length.

In witness whereof the Commissioner of Crown Lands, on behalf of the Land Board of the Otago Land District, hath hereunto set his hand, this first day of March 1925.

Commissioner of Crown Lands.

I, MATTHEW ELLIOTT, the above-named licensee, hereby accept this License on the terms and conditions specified therein.

Matthew Elliott



Scale: 40 chains. = 1 inch.

MB ASU

MB ASU

MB ASU

MB ASU

MB ASU

MB ASU

MB ASU

CDE_S15 - Request Manual Copy			
Document Type	Instrument	Request Id	18008
Reference Number	835391 <i>RCL</i>	User Id	dabercrombiedu
Land District	Diago	Request Date	12/09/2001 16:21:00
Method of Delivery	Post	Client Reference	dabercrombiedu
Requested By		Status	Pending
<input type="checkbox"/> Certified Copy			
Comments			
Delivery Details			
Firm	Abercrombie & Assoc. Ltd		
Primary Contact	Mr David Abercrombie		
Street	P O Box 5056		
Town	Dunedin		
County	New Zealand		
Postcode	9001		
Fax Number	03 471 9455		
Fees...	OK	Cancel	

For office use only
Date: 047265
Number: _____

The District Land Registrar
Private Bag
Dunedin

Landcorp Property Limited
P O Box 27
Alexandra (Miss SF Smith)
From (including to register)

The following are produced
List of Instruments Produced by Number or C.T. Reference

C.T. 386/145 for Pastoral Lease P 245

To enable registration of:

1. A ~~renewal & variation~~ of Pastoral Lease No. P245 Her Majesty The Queen
to G.H. Eckhoff
2. A _____ from _____
3. A _____ from _____
4. A _____ from _____

After Registration Instruments Listed Above To Be Returned To:

Messrs Downie Stewart
Solicitors
P O Box 1345
Dunedin

(Mrs J R Leonard)

Received Above Instruments
For D.L.P. 15 7 93
1 1

KB

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

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

AND

IN THE MATTER of Pastoral Lease No P245
registered in Volume 386
Folio 145 Otago District Land Registry
from HER MAJESTY THE QUEEN to
GERRARD MORTLAND ECKHOFF
of Mt Bengier, farmer.

- (1) Pursuant to Section 170 of the Land Act 1948 the term of the abovementioned lease registered in Volume 386 Folio 145 Otago Land Registry is renewed for a term of 33 years commencing on the 1st day of July 1993. The covenant to pay rent and the rental value contained in the lease is hereby varied by deleting the said covenant and substituting the following:

Yielding and paying therefore for the first 11 years of the said term unto the Landcorp Property Limited at Alexandra the annual rent of \$1,950.00 plus GST calculated on a rental value of \$130,000.00 payable without demand by equal half yearly payments in advance on the first day of January and the first day of July in each and every year during the said period of 11 years and for the next two successive periods of 11 years of the said term a rent determined in respect of each of those periods in the manner provided in Section 132A of the Land Act 1948.

- (2) Consequent upon this renewal Marginal Strips have been reserved pursuant to Part IVA of the Conservation Act 1987 as shown on SO Plan 1165

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

IN WITNESS WHEREOF the parties have hereunto subscribed their names this

14 day of June 19 93

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

Witness: Bullen
Pastoral Administration Officer

Occupation: Department of Survey and Land Information

Address: Wellington

[Signature]
Commissioner of Crown Lands

SIGNED by the Lessee)
GERRARD MORTLAND ECKHOFF)
in the presence of:)

Witness: [Signature]

Occupation: Senior

Address: [Signature]

[Signature]
Lessee

**MEMORANDUM OF RENEWAL OF
PASTORAL LEASE**

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

HER MAJESTY THE QUEEN Lessor

District/Assistant Land Registrar
of Otago

GERRARD MORTLAND ECKHOFF

Lessee

9.21 03.AUG93 835391

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY OTAGO
ASST. LAND REGISTRAR
386/145



FILE COPY

LANDCORP PROPERTY LIMITED
DUNEDIN

MWP_0013284



CDE_S15 - Request Manual Copy

Document Type	Instrument	Request Id	18009
Reference Number	622703/7	User Id	dabercrombiedu
Land District	Otago	Request Date	12/09/2001 16:22:45
Method of Delivery	Post	Client Reference	dabercrombiedu
Requested By		Status	Pending

Certified Copy

Comments

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

(Approved by the District Land Registrar of Otago as No. 428507)

MEMORANDUM OF TRANSFER

PHILIP MARTIN COCHRANE of Mount Benger near Roxburgh Farmer, SARAH PATRICIA COCHRANE his wife, JOHN DUNDONALD COCHRANE and CHRISTOPHER JOHN COCHRANE both of Awamangu Farmers and ROGER NORMAN MACASSEY of Dunedin Solicitor (as to the land firstly described) and BENGER STATION LIMITED a duly incorporated company having its registered office at Dunedin (as to the land secondly described), Being registered as proprietor

of ~~the~~ the estate s described below

subject however to such encumbrances

liens and interests as are notified by memoranda underwritten or endorsed thereon in all piece

of land situated in the TEVIOT SURVEY DISTRICT

containing by admeasurement 2143.5793 hectares

be the same a little more or less

- a) as licensee of Section 173 Block II, Sections 63 and 64 Block V described as Deferred Payment Licence DPF 1007 and contained in Certificate of Title 7C/56 (Otago)
- b) as licensee of Section 66 Block V described in Deferred Payment Licence DPF 1005 and contained in Certificate of Title 7C/181 (Otago) being the land firstly described, and
- c) as lessee of Run 509 described in Pastoral Lease P245 and contained in Certificate of Title 386/145 (Otago) Subject To Land Improvement Agreement No. 576857 being the land secondly described

IN CONSIDERATION of the sum of FIVE HUNDRED AND NINETY THOUSAND DOLLARS
(\$590,000.00)

paid to them by

GERRARD MORTLAND ECKHOFF formerly of Balfour and now of Mount Benger Farmer

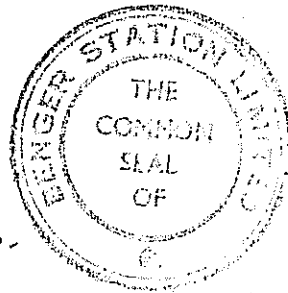
the receipt of which sum we hereby acknowledge we

do hereby transfer to the said GERRARD MORTLAND ECKHOFF

all our estate and interest in the said piece of land

IN WITNESS WHEREOF we have hereunto subscribed our names this 31st day of
August 1984.

THE COMMON SEAL of BENGER STATION)
LIMITED was hereto affixed as)
transferor in the presence of:)



[Signature] Director

[Signature] Director