

Crown Pastoral Land Tenure Review

Lease name: Mt BENGER

Lease number: PO 245

Due Diligence Report (including Status Report) - Part 4

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



MEMORANDUM OF DEALING WITH LEASE OR LICENCE

1) DPF 1005	1) 7¢ 181
Lease or Licence No. 2) DPF 1007 Registered	in Vol2/_/C, folio56
TOTAL TRANSPORT OF PURCHASINATION	In Vol. 27.72 Tono 20 Tono Cochrane of Mount Benger near Roxburgh farmer) and Sarah Patricia Cochrane his wife. John n Cochrane both of Awamangu farmers and Roger [Ointly inter se) (2/5 share) as tenants in common
Description of land: 1) Section 66 Block V To	eviot SD 190 hectares
2) Sections 173 Block I	l and Sections 63 and 64 Block V Teviot SD
213.4310 hectares	
	Total Area: 403 ha 4310 m ²
Nature of dealing and party: Transfer to Gerrar	d Mortland Eckhoff of Balfour, farmer
= 1	
,	

2.	
To the District Land Registrar,	
Dunedin	
-	
	to in terms of section 89 of the Land Act 1948 on
the 30 day of August	
eing-effected on-or-before	19
Ferms -of- consent÷-	
TOTHS -07- CONSCIENT	. ()
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	8)
	for Commissioner of Crown Lands.

File No. P 245



MEMORANDUM OF DEALING WITH LEASE OR LICENCE

Lease or Licence No. P 245		386 folio 145
		and the first of the state of t
Name of present lessee/licensee:	Benger Station Limite	d
Description of land: Run 509 Te	viot Survey District	
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		Area: 1740 ha 1483 m²
Nature of dealing and party: Train	nsfer to Gerrard Mort	land Echoff of Balfour, farmer
<u></u>		
To the District Land Registrar,	Y	
Duneath	······································	
I certify that the above dealin	g was consented to in ter	rms of section 89 of the Land Act 1948 on
the 30th day of	August	
being effected on or before		19
Terms of consent:		······
	100	TO
	265	D/
	74. 14.00	for Commissioner of Crown Lands

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the presence of:	RMATION ACT
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occupation:	. Ey . Cook alla.
Address:	n. Dunedin
SIGNED by SARAH PATRICIA COCHRANE in the presence of:	} Frank Comme
Witness: (******
Occupation:	sort. To cook alla.
Address	to. Duneaux - Co
SIGNED by JOHN DUNDONALD COCHRANE in the presence of: Witness: Occupation:	}
-In-witness-whereof	bave bereunto subscribed -name this
	A CONTRACTOR OF THE SAME STATE
-day of	one thousand nine hundred and
-day of	one-thousand-nine-hundred-and
-day of Signed by the above-named	one-thousand-nine-hundred-and
	one thousand nine-hundred and
Signed by the above-named	one thousand nine hundred and
Signed by the above-named CHRISTOPHER JOHN COCHRANE	one thousand nine hundred and
Signed by the above-named CHRISTOPHER JOHN COCHRANE	one-thousand nine-hundred and
Signed by the above-named CHRISTOPHER JOHN COCHRANE as Transferor in the presence of	one thousand nine hundred and
Signed by the above-named CHRISTOPHER JOHN COCHRANE as Transferor in the presence of Witness G	one thousand nine hundred and CTL-Company and curk to conk allow Company Solutions Decreases
Signed by the above-named CHRISTOPHER JOHN COCHRANE as Transferor in the presence of Witness G.	one thousand nine hundred and CILTLE and the to the allan Co I strict a decorate An manny
Signed by the above-named CHRISTOPHER JOHN COCHRANE as Transferor in the presence of Witness Occupation Address SIGNED by ROGER NORMAN MACASSEY	on the allan Co
Signed by the above-named CHRISTOPHER JOHN COCHRANE as Transferor in the presence of Witness Occupation Address SIGNED by ROGER NORMAN MACASSEY in the presence of:	on the allan Co
Signed by the above-named CHRISTOPHER JOHN COCHRANE as Transferor in the presence of Witness G Occupation Address SIGNED by ROGER NORMAN MACASSEY in the presence of: Witness: G S S	on the allan Co
Signed by the above-named CHRISTOPHER JOHN COCHRANE as Transferor in the presence of Witness G Occupation Address SIGNED by ROGER NORMAN MACASSEY in the presence of: Witness: S S S S S S S S S S S S S S S S S S	on the allan Co

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

RELEASED UNDER THE OFFICIAL INFORMATION ACT

No.

TRANSFER OF Freehold

Correct for the purposes of "The Land Transfer Act".

AND I CERTIFY that Part II A of the Land Settlement Promotion and Land Acquisition Act 1952 does not apply to this transaction.

situated in the TEVIOT SURVEY DISTRICT

Krothinger Tours

Solicitor for the Purchaser.

P.M. Cochrane & Others Vendor

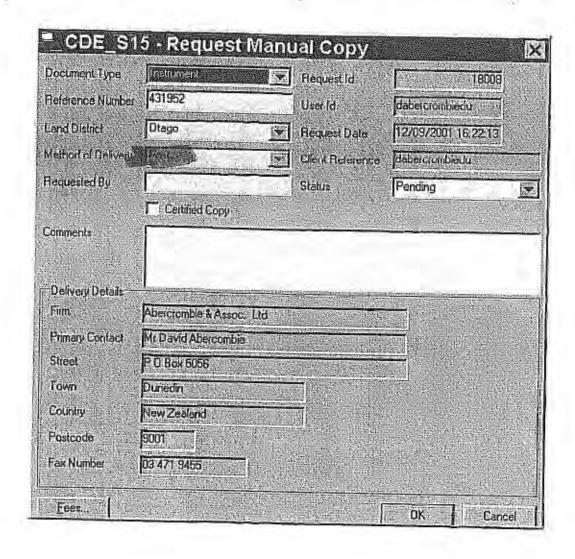
G.M. Eckhoff Purchaser

Particulars entered in the Register Book,

Fol.

Assistant/District Land Registrar of the District of Otago





"RELEASED UNDER THE OFFICIAL INFORMATION ACT"
ELEASED UNDER THE OFFICIAL INFORMATION ACT LAND & DEEDS

(Form No. 2)

Netore: 260

STATUTORY DECLARATION WHERE PURCH! OR LESSEE IS A COMPANY OR OT CORPORATE

Absur

IN THE MATTER of the Land Settlement Promotion and Land Acquisition Act 1952 (hereinafter referred to as "the Act"), and

	IN THE MATTER
(a) Set out nature of transaction.	of (a) an agreement for sale day of day of Zero 1974 WILLIAM DAVID BELL and DIANA CECILIA BELL
(b) Full came.	from (b) as Vendor
(c) Full name.	(c. Laws) to (c) BENGER STATION LIMITED
(d) Official description of nd.	as Purchaser (***) affecting all that parcel of land (*) containing 632 acres 3 roods 18.6 poles more or less being Section 33 Block V Teviot District
	being all/person the land comprised and described in certificate of title, Volume 397 folio 70 (Otago Land Registry).
(e) Full name, address, and cupation.	I, (*) JOHN DUNDONALD COCHRANE of Awamangu Farmer
	sincerely declare:
(f) State capacity in which declaration is made, e.g., the Secretary, a Director.	1. That I am (*) the Governing Director of (*) Benger Station Limited the purchaser (or lessee) of the land above described.
(g) Full name of corporate body.	2. The purchaser (www.lesee) has entered into the transaction solely on its own behalf as the person beneficially entitled thereunder.
	3. That the purchaser (ex lessos) does not own, lease, hold, or occupy in fee simple or under any tenure of more than I year's duration, either severally, jointly, or in common with any other person, any farm land, as defined in the Act, outside a city or borough or town district, and has no estate or interest, whether legal or continued.

In the case of a company (delete clause not applicable). 4. That there are more than 9 members of the company.

trust or will, in any such farm land.

unbowef-the-company and no wife or husband of any member of the leases, holds, or occupies in fee simple or under any tenure of more than 1 year's durati severally, jointly, or in common with any other person, any farm land as so defined, outside a city or borough or town district, or has any estate or interest, whether legal or equitable and whether vested or contingent, under any trust, will, or intestacy, in any such farm land:

(b) No parent of any member of the company under 17 years of age, owns, leases, holds, or occupies in fee simple or under any tellure of more than 1 year's duration either severally, jointly, or in common with any other person, any farm land, as so defined, outside a city or borough or town district, or has any estate or interest, whether legal or equitable and whether vested or contingent, under any trust, will, or intestacy in any such farm land:

(c) All the shares in the company are held by members on their own behalf and as the

5. That no company of which the purchaser (co-lesses) is a member, the members of which are less than 10 in number, owns, leases, holds, or occupies in fee simple or under any tenure of more than 1 year's duration, either severally, jointly, or in common with any other person, any farm land, as so defined outside a city or borough or town district, or has any estate or interest, whether legal or equitable and whether vested or contingent, under any trust or will, in any such farm land.

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6. That the purchaser (as leased) has not since the passing of the Act (namely the 16th day of October 1952) transferred, granted, leased, or otherwise disposed of any estate or interest in farm land, as so defined, to any person as a trustee for any person or created any trust in respect of any estate or interest in any such farm land.

7. The transaction is not subject to Part IIA of the Act because-

The purchaser (on lessen) is not an overseas corporation as defined in section 35A of the Act.

Or

The transaction does not relate to easy land of any of the classes described in passages? (5) of subsection (1) of section 35n of the said-Act (as substituted by section 2 of the Land Settlement Floragition and Land Acquisition Amendment Act 1969).

(h) Specify the trust.

(On where the purchaser or lessee is a trustee) the purchaser (or lessee) is the trustee under the following trust (h) and every beneficiary under the trust is a New Zealand citizen (or every beneficiary under the trust who is an individual is a New Zealand citizen and no beneficiary under the trust that is a body to be the Act).

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957.

before me—

Poi maraners

Justice of the Peace.
or Solicitor of the Supreme Court.
(or other person authorized to take and receive Statutory Declaratings.)

Nore-I. Where only Part II of the Act applies to the transaction, the declarant is required to declare as to the matters prescribed in paragraphs 1 to 7 of this form.

- 2. Where the declaration is made for the purposes of section 350 of the Act, the declarant is required to declare as to the matters prescribed in paragraphs 1 and 7 of this form.
- 3. Where Part II only or both Parts II and IIA apply to the transaction, and the purchaser or lessee is a trustee, then, under section 24 (1) (a) of the Act the consent of the Court is required and this form is not applicable.
 - 4. Section 2 (1) of the Act contains the following definitions:
 - "Farm land" means land that, in the opinion of the Land Valuation Committee, or, as the case may be, of the Land Valuation Court, is or should be used exclusively or principally for agricultural purposes:

Provided that, where land is being used exclusively or principally for agricultural purposes could, in the opinion of the Committee or, as the case may be, of the Court, he used with greater advantage to the community generally for son-agricultural purposes, it shall for the purposes of this Act be deemed not to be farm land.

- "Agricultural purposes" has a meaning corresponding to the term "agriculture", which for the purpose of this definition means the cultivation of the soil for the production of food products and other useful products of the soil, and includes the use of land for horticultural or pastoral purposes, or for the keeping of pigs, bees, or poultry.
- 5. The classes of land described in paragraph (f) of section 95s (1) of the Act are as follows:
- (a) Any land of I acre or over in area which under any operative regional planning scheme or proposed or operative district scheme under the Town and Country Planning Act 1953, is designated or zoned as a reserve, or as a public park, or for recreation purposes, or as private open space, or for preservation as a place of or containing an object of historical or scientific interest or natural beauty, or any proposed such purpose.
- (b) Any land of 5 acres or over in area which under any such proposed or operative district scheme is zoned for rural purposes or is so zoned that farming of any kind is a predominant or conditional use in that zone.
- (c) Any land of I acre or over in area which is not included in any proposed or operative district scheme provided and maintained by any Council or other local authority under that Act.
- (d) Any land being or forming part of any island (except the North Island and the South Island) which is less than 100 miles from the nearest part of the coast of the North Island or of the South Island.
- (e) Any land being or forming part of any island of the Chatham Islands.

Ž. & S.—F. 7

File No. P. 245



MEMORANDUM OF DEALING WITH LEASE OR LICENCE

Lease or Licence No. P. 245 Registered in	n Vol. 386 , folio 145
Name of present lessee/licensee: William Day	41
Description of land: Run 509, Teviot Survey	y District
*	
1740-1483	neetarærea(4300 a.) r. p.
Nature of dealing and party: Transfer to Be	enger Station Limited, a duly
incorporated Company having its re	egistered office in Dunedin.
To the District Land Registrar,	
DUNEDIN	DUNEDIN
I certify that the above dealing was consented	
1948 on the 9th day of May	
being effected on or before	
Terms of consent: Messa & Variable	
	Gommissioner of Crown Lands.

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Approved by the District Land Registrar of Otago os No. 366062

MEMORANDUM OF TRANSFER

The transferor/s named and described in the schedule hereto being registered as proprietor/s of the estate or interest referred to in the said achedule in the land therein described subject however to such encumbrances liens and interests as are therein set out in consideration of the sum set out in the said achedule paid to the transferor/s by the transferee/s named and described therein the receipt of which sum is hereby acknowledged hereby transfer/s to the said transferee/s all the estate or interest of the transferor/s in the said land.

THE SCHEDULE HEREINBEFORE REFERRED TO

Transferor/s: WILLIAM DAVID BELL of Roxburgh Farmer and DIAMA CECILIA BELL

lenguit in Common in equal shore

Transferce/s: BENGER STATION LIMITED a duly incorporated Company having its registered

office at Dunedin

Consideration: ONE HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS (\$175,000)

Estate or Interest: Freehold and leasehold

A	Area	P	Description	Reference in the Register
<u>632</u>	3	18.6	Part Section 33 Block V Teviot Survey District	Certificate of Title Volume 397 Folio 70
01d 4,300	-	5	Run 509 Teviot Survey District being all of the lan contained in Pastoral Lease No. P.245	d Register Book Volume 386 Folio 145
7.7		17.77	Enquinbrances, Liens and Interests	E RIVE
7		Ni		

IN WITNESS WHEREOF this transfer has been executed this

SIGNED by the abovenamed WILLIAM DAVID BELL and DIANA CECILIA BELL

Do. Bell.

as transferor in the presence of:

Signature of Witness

2. E. Stemp Body Duo

Occupation ____

10-1X-74 126600 111

\$ 1750-00/0/ 9

- 12°

THE OFFICIAL INFORMATION ACT" RELEASED UNDER 4319524

MWP_0013282

TRANSFER of

freehold and leasehold land

tuated in the Teviot Survey District Not Registered under Land Transfer Act-Registered under Section 83, Land Act, 1940 as to 386/145 on Transferor

W.D. and D.C. BELL

BENGER STATION LIMITED

Transferee

Particulars entered in the Register 397 /70 4 386 /145

Date:

30 OCT 197

Time: 2.28

Assistant District of Otago

> LAND & DEEDS Mature: Firm: 300CT 1974 2.28 Time: 5.00 Fee: \$ LINCE NO. HYY

COOK ALLAN & CO. Solicitors, Dunedin.

4606

Correct for the purposes of The Land Transfer Act and certified that part IIA of The Land Settlement Promotion and Land Acquisition Act 1952 does not apply to this transaction.

Solicitors for the Transferee/s.

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Delivery Details Firm Primary Contact Street Town	Abercrombie & As Mr David Aberco P. 0: Box 5056 : Dunedin	soc. Ltd			

registered in Volume 386

hereby varied as follows:

memorandum of variation of lease/ligence

in equal shares

Otago

The covenants conditions and restrictions contained or implied in the above-mentioned Lease/Licence

, Folio 145

In the Matter of the Land Transfer-Act-1952-and the.

registered in Volume 386 , folio 145 ,

Majesty the Queen to William David Bell of Roxburgh Farmer and Diana Secilia Bell, of Roxburgh married woman as tenants in common

Land Registry, from Her

Land Registry, are

Land Act 1948, 1948, 1949, 1940, 194

IN THE MATTER of Lease/Encence No. 1.245

1. That should the lessee/licensee with the consent of the Land Settlement Board, transfer, sublet or otherwise dispose of his interest in the land affected by the said lease/licence or any part thereof to a company incorporated under the Companies Act 1955, then the following provisions shall apply: (a) The provisions of section 89 of the Land Act 1948, shall apply to all transfers and other dispositions of shares in such company as if such shares were interests in the said land and no share or shares in such company shall be transferred or otherwise disposed of by any shareholder without the consent of the Land Settlement Board. (b) The provisions of the Land Act 1948, with regard to residence shall continue to be applicable to the said lease/lieenee notwithstanding the transfer or other disposition to such company provided however that such provisions shall be deemed to be complied with by such company only if and when there resides on the said land a person who manages the land on behalf of such company and who has been approved in writing for that purpose by the Land Settlement Board. (c) A breach by the company or by any shareholder of all or any of the provisions of subclauses (a) and (b) hereof shall be deemed to be a breach of the covenants conditions and restrictions contained in the said lease/licence entitling the lessor/licensee to exercise all or any of the powers conferred upon her by the said lease/licence in such circumstances. 2. Save as hereby expressly varied all the covenants conditions and restrictions contained or implied in the said Memorandum of Lease/Eleance shall remain in full force. In wirness whereof the parties have hereunto subscribed their name this day of 4uguer 1967/4 Assistant
Signed by the Commissioner of Crown Lands for the Land District of OTAGO acting for and on behalf of Her Majesty the Queen Assistant Commissioner of Crown Lands. in the presence of: Occupation: Chot Touts theren Reporting Address: Level. Signed by the said William David Bell and Diana Cecilia Bell the d. D. Dece. D.G. Bell -as lessee/licensee in the presence of: Occupation: holy Correct for the purposes of the Land Fransfer Act: Commissioner of Proportional

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CERTIFICATE OF ALTERATION

HER MAJESTY THE QUEEN { Lessor. Licensor.

VIIAIAM DAVID BELL DIANA GECILIA BELL

Lessee. ^B Licensee.

Particulars entered in the Register-book, Volume384, , folio 14,5 ,

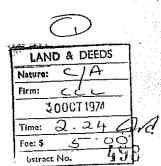
the 30 OGT 4974

19

at 2.24 o'clock.

MCALLER District of the Assistant Land Registrat of the State of the Assistant Land Registrat of the State of

District of OTAGO



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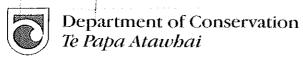
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Interests [I Identifier Identifier Other Party Type / Purpose Term Commencement Date Expsy Date Confingent Events Conditions Notes	Rental \$1,950.00 GM ECKHOFF Address Mt Benger Station Pastoral Lease Coal Creek Rd, Roxburgh 33 YEARS Phone D1/07/1993 Fax 30/06/2026 Yes Y Is the interest current X Add a new Event a.g. Fee Review, Interest Renewal. KF File Ref; Po 245

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Master Details Menu Subdivisions	Maste	r Deta	ils		· .	and the second s	
Sales General Maintenance Update Assessment	Qpid:	1448816		Val.Ref.:	28472 / 2900		
Property Groups Separate Properties SRA Values View Action Records View Change History Objections	Situation: Territorial Au Date Revised: No. of Extensi Objections:			A BUSH Road Otago District Subdivision	Category: Nature of Imp.: Plan:	PGC Pastoral-Grazing	
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Relink	Certificate of Till Legal Description Land Area TORAS Code:33100 Tenure	itles:	UN 509 TEV 83Ha	TOT SD	Patrick We	э	
	Clearly Leased Land Use Data Zone: Units:	Crown-1	Ministries/De	Use:	Rateability Rateable Stock Fatteni	Apportionment NOT APPLICABLE	
Quotable)	Car Parks: Age: Wall Cond.:	0		Sub: Maori La Roof Con			
plus plant & machinery a specialist property continued to machinery	Wall Const.: Site: Land Area: MAS Appraisal D	0 1740.14831 Data	ła	Roof Con: Floor Are	st.;		
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Our ref: P

6 September 2001

Abercrombie and Associates Consultants Box 5056 DUNEDIN

Dear Dave

TENURE REVIEW: MT BENGER

I refer to your letter of 30 August 2001.

The only known area of public conservation land within the pastoral lease boundary is a marginal strip created under part IVA Conservation Act. The land is recorded in the department's land information system as conservation unit number G43052. There is no concessions issued over the land.

There is no other known areas of public conservation land within the boundaries of the pastoral lease. I enclose a plan which shows public conservation lands on the western boundary. If you require further information about this area please advise.

As the department has not always received advice from LINZ when marginal strips are created the department is not able with certainty to say whether there are any other marginal strips affecting this property.

Yours faithfully

Ken Stewart

Community Relations Supervisor

For Conservator

