

Crown Pastoral Land Tenure Review

Lease name : Mt HOPE

Lease number : PO 307

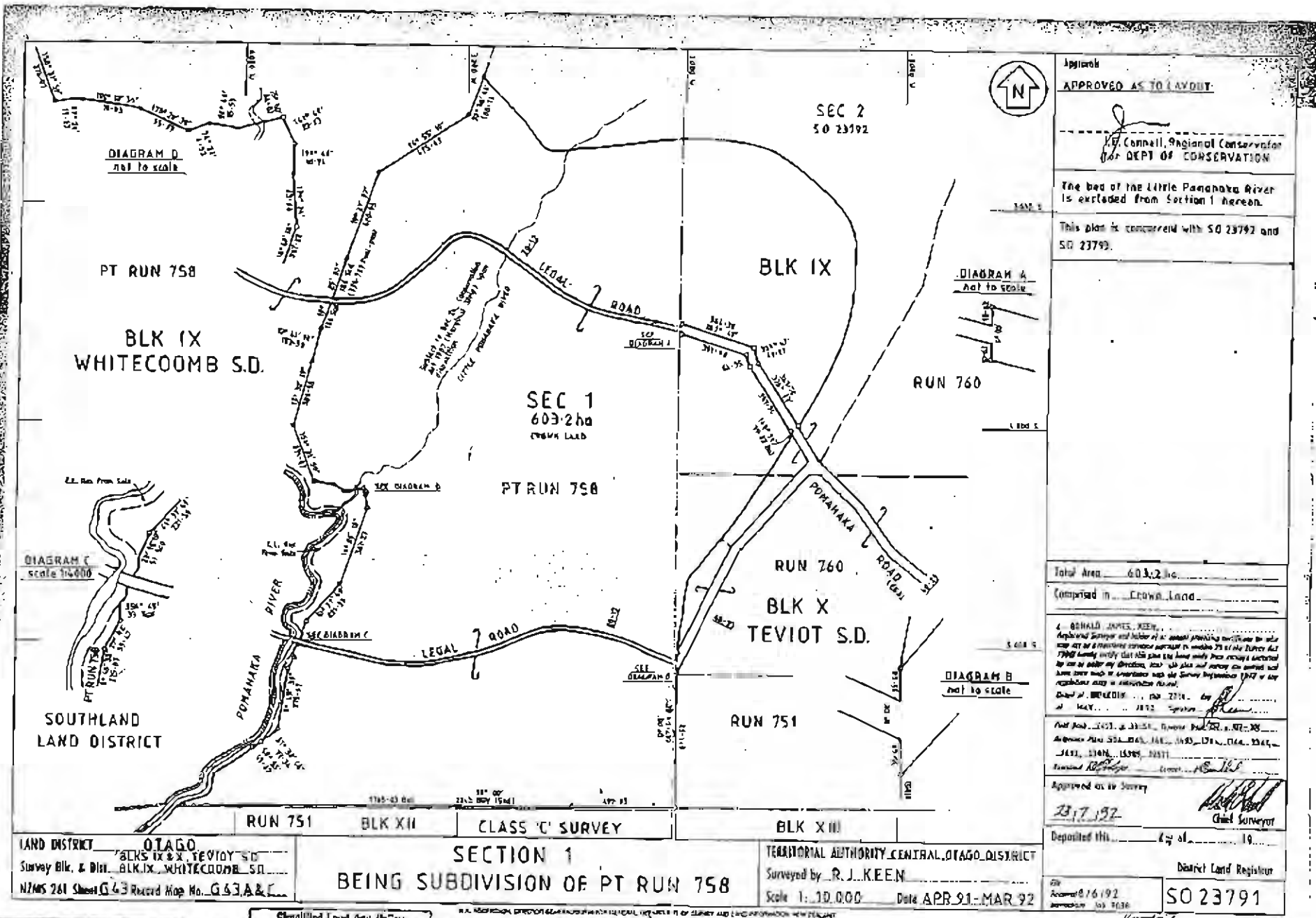
Due Diligence Report (including Status Report) - Part 2

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.

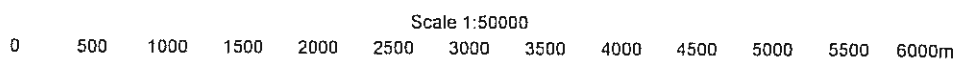
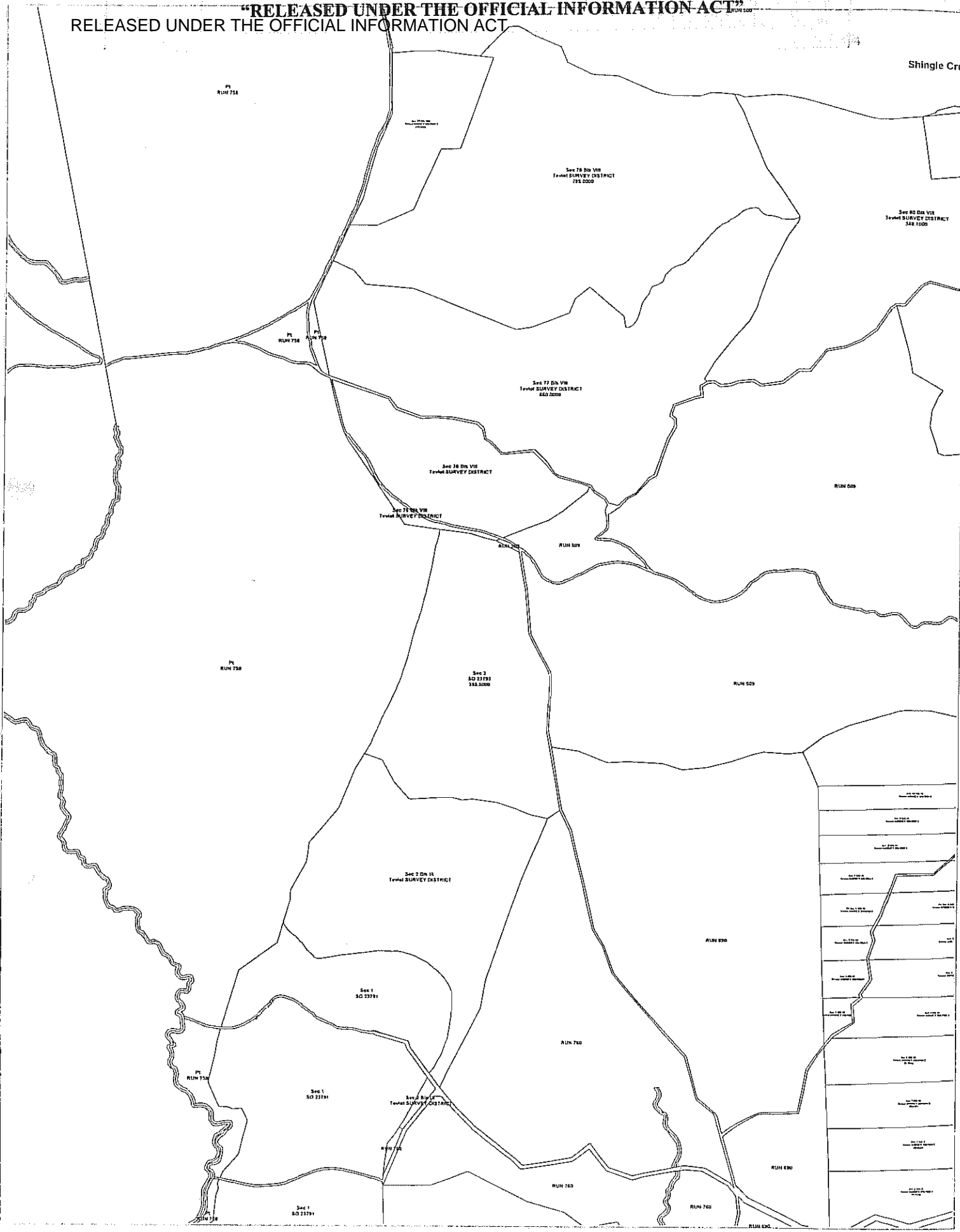
Part of the information relates to research on the status of the land, resulting in a Status Report that is signed off by a LINZ approving officer. The remainder of the information is not analysed for relevancy or possible action until required, and LINZ does not guarantee its accuracy or completeness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

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

June 09

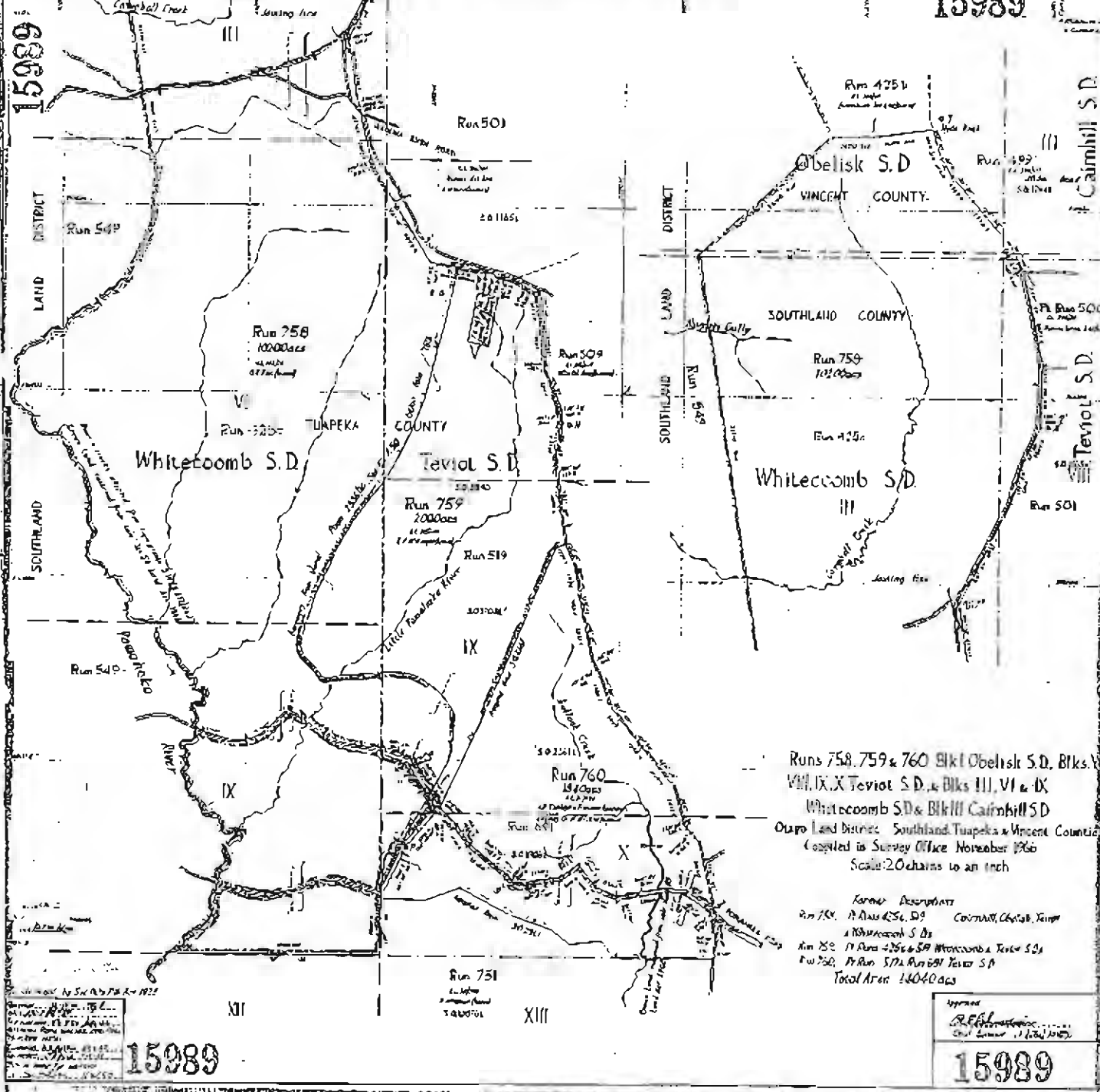


Shingle Cre



SEC 3 SO 23793

15989



Runs 758, 759 & 760 Blks Obelisk S.D., Blks VIII, IX, X Teviot S.D., & Blks III, VI & IX Whitecomb S.D. & Blks III Cairnhill S.D.
 Otago Land District - Southland, Tuapeka & Vincent Counties
 Compiled in Survey Office November 1966
 Scale: 20 chains to an inch

Known Descriptions
 Run 758. 19 Runs 4256, 509 Cairnhill, Obelisk, Teviot & Whitecomb S.Ds
 Run 759. 19 Runs 4256 & 509 Whitecomb & Teviot S.Ds
 Run 760. 19 Runs 512, Run 509 Teviot S.D.
 Total Area 14040 aca

Approved
[Signature]
 Chief Surveyor 1/10/1966

Surveyed by S. G. B. P. R. - 1912
 15989

15989



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



Search Copy

R. W. Muir
Registrar-General
of Land

Identifier OT2C/604
Land Registration District Otago
Date Registered 02 December 1965 02:14 pm

Part-Cancelled

Prior References
OT337/43 OT338/78

Type	Lease under s83 Land Act 1948	
Area	1412.5713 hectares more or less	Term 33 years commencing on the 1st day of July 1963 and renewed for a further 33 years commencing on 1.7.1996

Legal Description Run 759, Section 3 Survey Office Plan 23793, Section 2 Survey Office Plan 23792 and Section 1 Survey Office Plan 23791

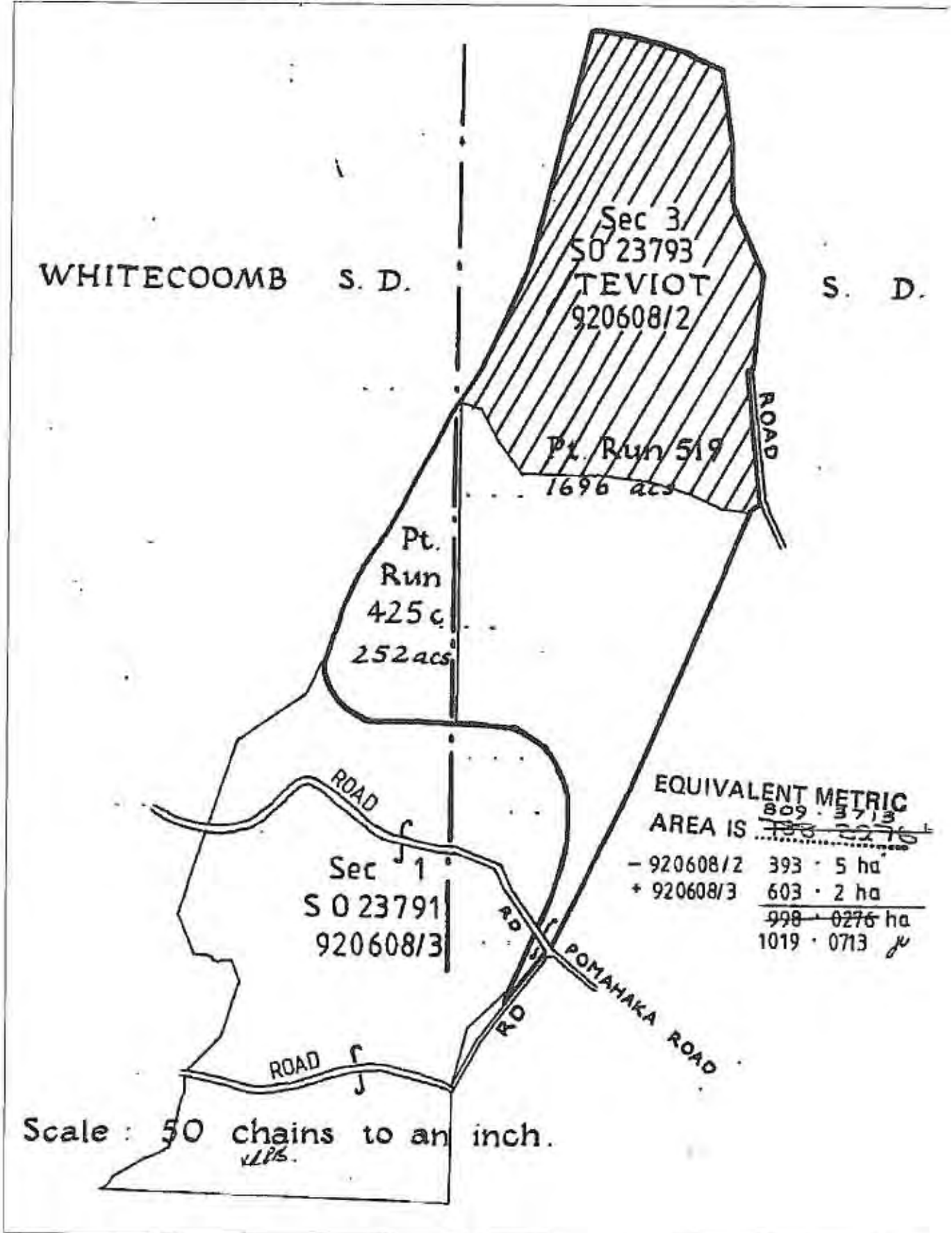
Proprietors
Alexander Raymond Gunn

Interests

- 840912.2 Mortgage to Trust Bank Otago Limited - 20.10.1993 at 9.22 am
- 908427 Memorandum renewing the term of the within lease for a further term of 33 years commencing on 1.7.1996 and fixing (for the first 11 years) the annual rent at \$750.00 calculated on a rental value of \$50,000.00 - 22.5.1996 at 3.07 pm
- 920608.1 Variation of the within Lease - 26.11.1996 at 2.23 pm
- 920608.2 Surrendered as to Section 3 Survey Office Plan 23793 (393.5ha) - 26.11.1996 at 2.23 pm

Identifier

OT2C/604





COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952



Historical Search Copy

R. W. Muir
Registrar-General
of Land

Identifier OT2C/604
Land Registration District Otago
Date Registered 02 December 1965 02:14 pm

Part-Cancelled

Prior References

OT337/43 ✓

OT338/78 ✓

Type	Lease under s83 Land Act 1948		
Area	1412.5713 hectares more or less	Term	33 years commencing on the 1st day of July 1963 and renewed for a further 33 years commencing on 1.7.1996

Legal Description Run 759, Section 3 Survey Office Plan 23793, Section 2 Survey Office Plan 23792 and Section 1 Survey Office Plan 23791

Original Proprietors
Alexander Raymond Gunn

Interests

- 840912.2 Mortgage to Trust Bank Otago Limited - 20.10.1993 at 9.22 am
- 908427 Memorandum renewing the term of the within lease for a further term of 33 years commencing on 1.7.1996 and fixing (for the first 11 years) the annual rent at \$750.00 calculated on a rental value of \$50,000.00 - 22.5.1996 at 3.07 pm
- 920608.1 Variation of the within Lease - 26.11.1996 at 2.23 pm
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L. & S.—B. 4

REGISTER

NEW ZEALAND

Former Ref. Vol. ³³⁸ 337 fol. ⁷⁸ 43 ✓

Entered in the Register-book, the

2nd day of December

L. & S. Ref. No. P.307

19 65, at 2.14 o'clock.



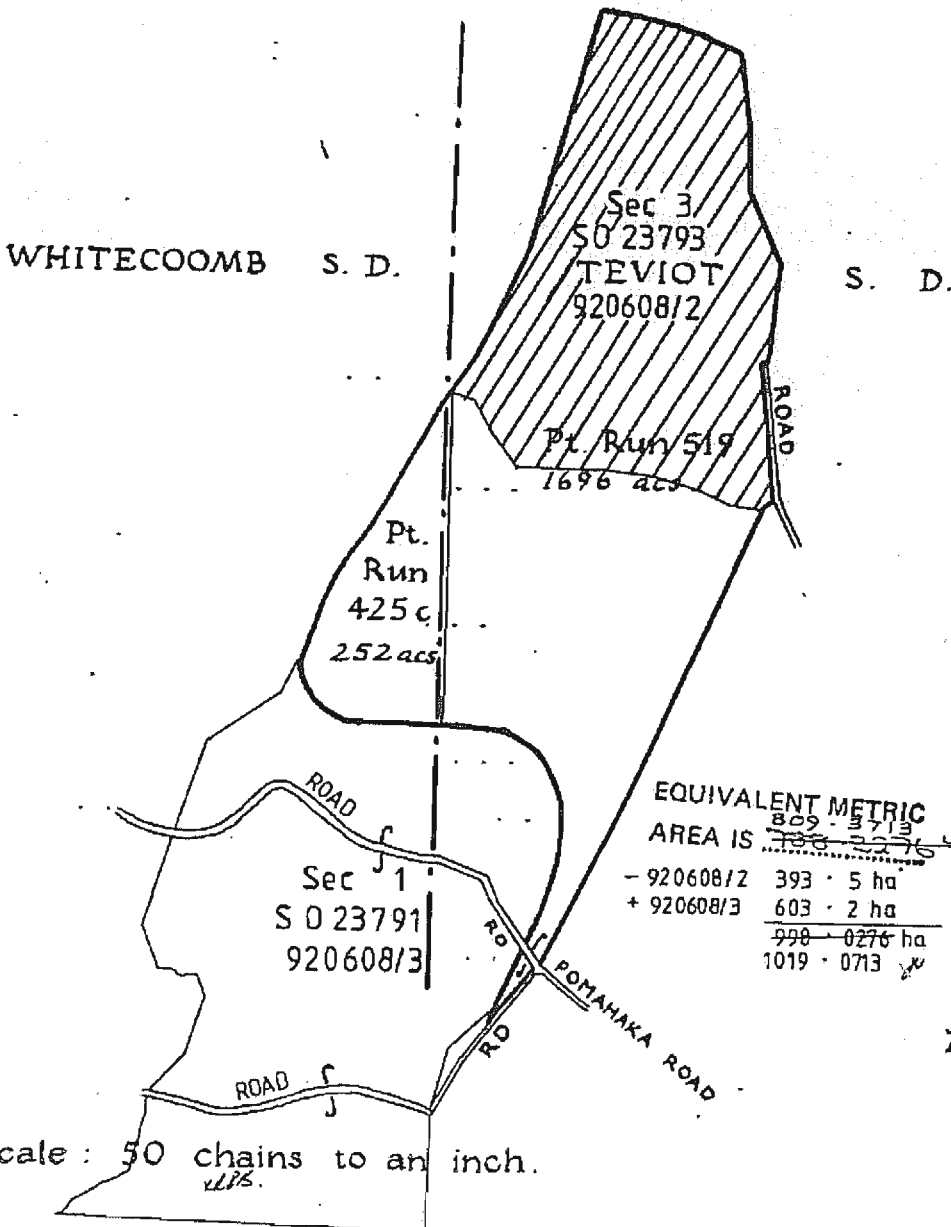
W. J. McKnight
Assistant Registrar

Pastoral Lease under the Land Act 1948

This Deed, made the 1st day of March 1963 between HER MAJESTY THE QUEEN (hereinafter referred to as "the Lessor") of the one part, and DAVID STANLEY McKNIGHT of ATHOL, Farmer as executor

(hereinafter referred to as "the Lessee"), of the other part: WITNESSETH that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained and implied, and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the lessee, all that parcel of land containing by estimation 1,948 acres more or less, situated in the Land District of Otago, and being Part Runs 425C and 519 Teviot and Whitecoomb Survey Districts

as the same is more particularly delineated with bold black lines on the plan hereon; together with the rights,



EQUIVALENT METRIC

AREA IS	809	3713
	788	2276
- 920608/2	393	5 ha
+ 920608/3	603	2 ha
	998	0276 ha
	1019	0713

Total Area 1948 acs.
311450 2000 ft

No. 2C, 604

easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of 33 years, commencing on the 1st day of July 19 63, together with the period between the date of this lease and the aforesaid 1st day of July 1963, YIELDING and paying therefor unto the Department of Lands and Survey at Dunedin the annual rent of £35. -- payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term. AND also paying in respect of the improvements specified in the Schedule hereto the sum of £ -- by a deposit of £ -- (which has already been paid) and thereafter by half-yearly instalments of £ -- on the 1st day of January and the 1st day of July in each and every year.

AND the Lessee doth hereby covenant with the Lessor as follows:

1. THAT without derogating from or restricting the covenants contained and implied in this lease and on the part of the Lessee to be performed or complied with the Lessee will not at any time during the said term depasture on the land hereby demised more than 2,100 sheep which number shall not include more than 1,000 breeding ewes nor more than ~~-----~~ cattle which number shall not include more than ~~-----~~ breeding cows PROVIDED HOWEVER that the Lessee may with the prior written consent of the Land Settlement Board carry such additional stock on such terms and conditions as may therein be specified subject nevertheless to the right of the Land Settlement Board to revoke or vary such consent at any time.

2. That the Lessee will at all times farm the land hereby demised in a manner to promote soil conservation and prevent erosion and will comply with the provisions of the Soil Conservation and Rivers Control Act 1941.

AND it is hereby agreed and declared by and between the Lessor and Lessee:

THAT pursuant to the provisions of the Noxious Animals Act 1956 officers and employees of the New Zealand Forest Service and other authorised persons shall at all times have a right of ingress, egress and regress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums or other animals which the said Service is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers, employees and other authorised persons in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.

AND it is hereby declared and agreed that these presents are intended to take effect as a Pastoral Lease of pastoral land under section 66 of 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.

* for 3½ months from the end of December to the beginning of April.

Special Condition: Notwithstanding anything herein contained or implied it is hereby expressly agreed and declared by and between the parties hereto that the lessee is the executor of the Estate of L. McKnight late of Coal Creek Flat and this demise is granted to the lessee solely in his capacity as executor of the said Estate and notwithstanding the proper exercise by the lessor of her rights of distress, re-entry or in respect of the breach, non-observance or non-performance of the covenants, conditions and agreements on the lessee's part herein contained or implied this demise shall bind the lessee only to the extent of the assets of the said estate in his hands.

SCHEDULE OF IMPROVEMENTS BELONGING TO THE CROWN

in the ordinary course of administration, provided however that this present agreement shall not enure for the benefit of any assignee or sublessee in respect of this demise.

SCHEDULE OF IMPROVEMENTS BELONGING TO THE CROWN

Assistant Nil.

IN WITNESS whereof the Commissioner of Crown Lands for the said Land District, on behalf of the Lessor, has hereunto set his hand, and these presents have also been signed by the said Lessee.

Signed by the said ^{Assistant} Commissioner on behalf of the Lessor, in the presence of—

Witness: [Signature]
Occupation: Clerk Lands & Survey Dept.
Address: Dunedin

Assistant Commissioner of Crown Lands.

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

Witness: [Signature] J.P.
Occupation: Retired
Address: 10 Abbotsford St. Roxburgh

[Signature]
Lessee.

297506 Transfer to Evelyn Priscilla McKnight
of Roxburgh, Widow - 11.3.1966 at 11 am.
SE Hayes
A.L.R.

327384 Notice of Marriage of Evelyn
Priscilla McKnight to George Philp
Ogilvie of Cromwell, Police Constable
entered 28.5.1968 at 11.20 am
Stewart
A.L.R.

348118 Transfer to Alexander Raymond
Gunn of Coal Creek near Roxburgh,
Farmer - 11.11.1969 at 2.20pm
Stewart
A.L.R.

348119 Mortgage to The State Advances
Corporation of New Zealand - 11.11.1969
at 2.22pm
Stewart
A.L.R.

DISCHARGED
1918/1919
A.L.R.

Variation of Mortgage 348119 - 25.2.1972 at
11.39 am
Stewart
A.L.R.

402095 Mortgage to The State Advances
Corporation of New Zealand varying
Mortgage 348119 - 7.4.1973 at 2.29 pm
Stewart
A.L.R.

DISCHARGED
1918/1919
A.L.R.

478949 Mortgage to Bank of New Zealand -
2.6.1977 at 10.12am
Stewart
A.L.R.

DISCHARGED
1918/1919
A.L.R.

538491/1 Certificate vesting Mortgage 348119
and 402095 in the Rural Banking and Finance
Corporation of New Zealand - 22.7.1980 at
12.22 pm
Stewart
A.L.R.

538491/2 Variation of Mortgage 402095 -
22.7.1980 at 12.22 pm
Stewart
A.L.R.

570086 Variation of Mortgage 402095 -
3.2.1982 at 2.40 pm
Stewart
A.L.R.

The within land is now known as Run 759 Blocks V,
IX, X Teviot S.D. and VI and IX Whitecomb S.D.
(area 2,000 acres) - 3.3.1967 at 1.46 pm
See Reappellation 311450
Stewart
A.L.R.

795215/5 Mortgage to The State Bank Limited
- 19.12.1991 at 10.35am
Stewart
A.L.R.

STATE OF MORTGAGES
20 OCT 1992
A.L.R.

Part Run 759 Blocks V & IX Teviot S.D. and
Block VI Whitecomb S.D. herein is now
known as Section 3 SO Plan 23793 (393.5ha)
- 30.7.1992 at 10.12am
See New Appellation 810972 ✓
Stewart
A.L.R.

Part Run 759 Blocks IX & X Teviot S.D. and
Blocks VI & IX Whitecomb S.D. herein is
now known as Section 2 SO Plan 23792
(429.6ha) - 30.7.1992 at 10.13am
See New Appellation 810973 ✓
Stewart
A.L.R.

840912/2 Mortgage to Trust Bank Otago
Limited - 20.10.1993 at 9.22am
Stewart
A.L.R.

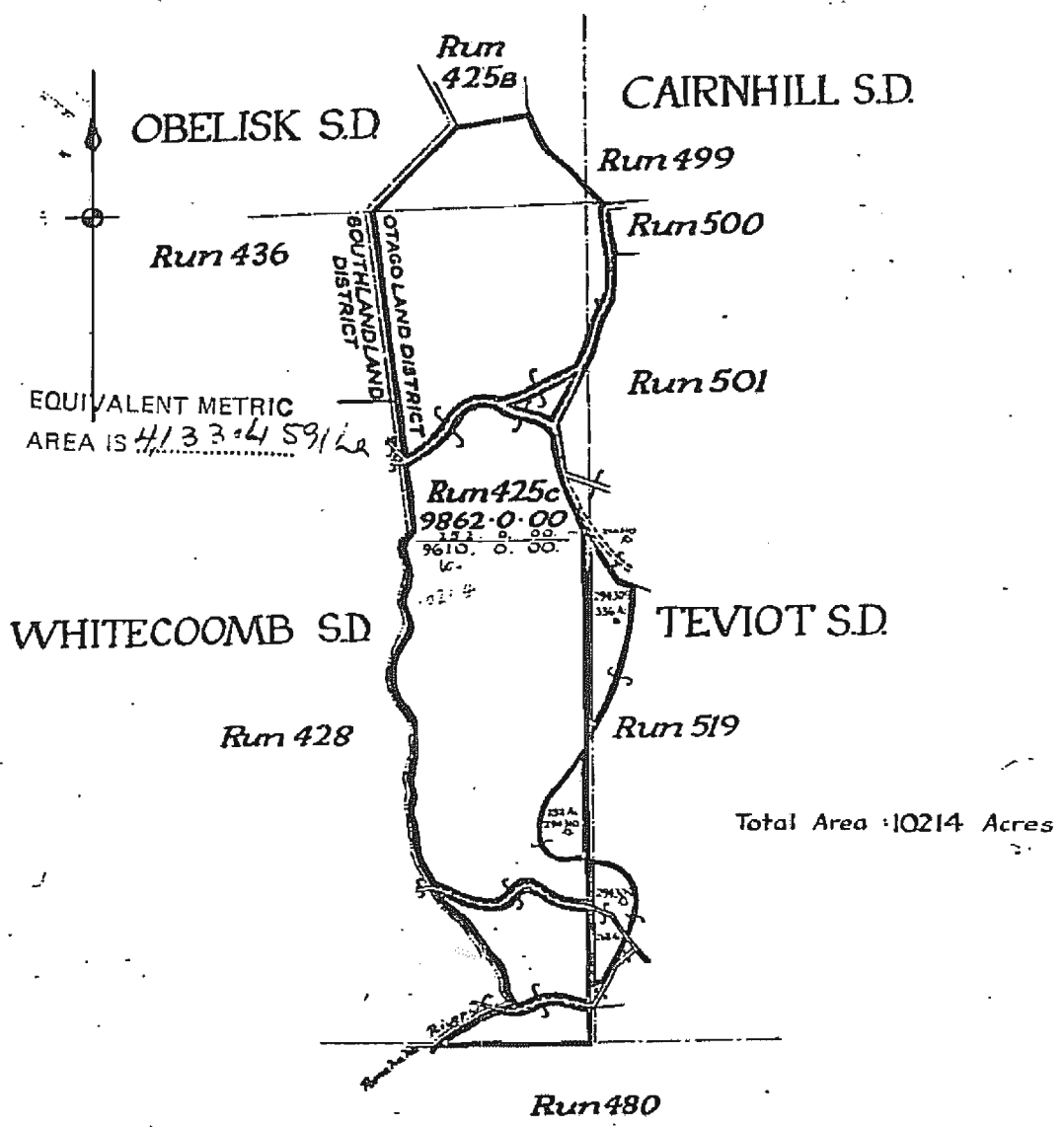
908427 Memorandum renewing the term of the
within lease for a further term of 33 years
commencing on 1.7.1996 and fixing (for the
first 11 years) the annual rent at \$750.00
calculated on a rental value of \$50,000.00
- 22.5.1996 at 3.07pm
Stewart
A.L.R.

920608/1 Variation of the within
lease - 26.11.1996 at 2.23 pm
Stewart
A.L.R.

920608/2 Surrendered as to Section 3
SO Plan 23793 (393.5ha) - 26.11.1996
at 2.23 pm
Stewart
A.L.R.

920608/3 Certificate incorporating
Section 1 SO Plan 23791 (603.2ha) in
the within lease - 26.11.1996 at
2.23 pm
Stewart
A.L.R.

338/78



Run 425c, Obelisk, Whitecoomb, Teviot & Cairnhill S.D's
Scale: 80 Chains to an Inch.

9610
336
235
1514

Cal. 3.

A. C. G.

334/78

- (d) THAT the Lessee shall have no right of acquiring the fee-simple of the said land.
- (4) 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 clovers and grasses 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 Land Settlement 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 Commissioner, exceed -- See below --
 - sheep on a basis of one acre for a day 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 and conditions herein expressed or implied to the satisfaction of the Land Settlement Board or the Commissioner, as the case may be, or make default for not less than two months in the payment of rent, water levy, or other payments due to the Lessee, then the Land Settlement Board may, subject to the provisions of section 115 of the Land Act, 1948, declare this lease to be forfeit, and that without 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.
- (4) 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.

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, 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: W. Bennett
 Occupation: Land Surveyor & Survey Department
 Address: Land Office

H. B. Staines
Commissioner of Crown Lands.

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

Witness: A. Anderson
 Occupation: Acting Postmaster
 Address: Millers Flat

G. Baird
Lessee.

** (f) THAT the Lessee shall be deemed not to have failed to use due care in stocking, or to have overstocked so long as the number of sheep depastured on the said land does not exceed 1100 during the three summer months in each year (being an increase of ten per cent respectively on the carrying capacity on which is based the rent hereinafore reserved) but the Commissioner may by notice in writing permit the lessee to depasture thereon any greater number should he deem it advisable or expedient so to do. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.

H. B. Staines
Commissioner of Crown Lands.

G. Baird
X Lessee.
Pastoral Lease 5A/707 issued for within Lease.

294309 Certificate of alteration incorporating in within lease part Run 519 Teviot Survey District (area 604 acres) bordered green on plan hereon - 2.12.1965 at 2.10 P.M. H. B. Staines

294310 Surrender of within lease as to part Run 425 C Whitecoomb B.D. (area 252 acres) bordered red on plan hereon - 2.12.1965 at 2.12 P.M. H. B. Staines

Pastoral lease 2C/604 issued on the land in 294310 (part 425C - area 252 acres) H. B. Staines

389873 Evidence of the loss of the duplicate of the within lease - 7/8/1972 at 11.50 AM H. B. Staines

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. Macdonald L.R.

389874 Certificate certifying that the within Lease is now known as Run 758 Block I Obelisk Survey District, Block III Cairnhill Survey District, Blocks III, VI and IX Whitecoomb Survey District, Blocks V, VIII, IX and X Teviot Survey District and the new area is 10,200 acres.

H. B. Staines
L.R.



92

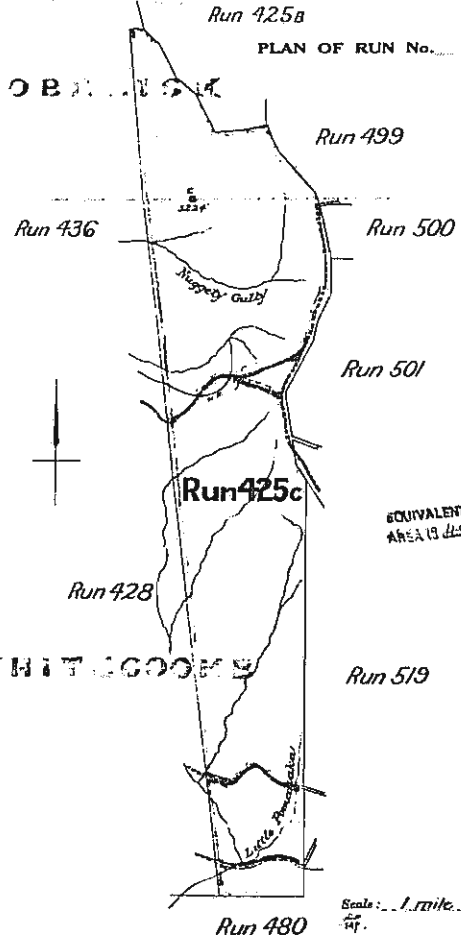
20/604

LAND
No. <u>10022</u>
Firm: <u>CCC</u>
2 DEC 1965
Time: <u>2.14</u>
Fee: <u>15</u>
Abstract No. <u>65</u>





License to occupy Crown Lands for Pastoral Purposes.



Whereas WILLIAM BAIN of HOKIANGA WARRIOR has acquired, under the provisions of the Land Act, 1924, a License to occupy for Pastoral Purposes 211 (that area of Crown lands containing by estimation nine thousand nine hundred and thirteen (9913) acres, more or less, and being Run numbered four hundred and twenty-five C (425C) situated in the Counties of Vincent, Hambland and Tapanui, situate in the County of Otago, 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 has paid the sum of forty pounds fifteen shillings (£. 40 : 15 : 0), being the first half-year's rent in advance for such Run: The said WILLIAM BAIN 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 1929, subject to all the provisions and conditions of the Land Act, 1924, so far as applicable hereto, and subject also to the payment of an annual rent of eighty-one pounds ten shillings (£. 81 : 10 : 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, 1929.

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, 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 269 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;
 (4) That the licensee shall not burn any tussock on the land comprised in this license, or permit any tussock thereon to be burned save with the prior consent in writing of the Land Board of the Otago Land District; and
 (5) 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 issued as a renewal of Pastoral License no. 1612, in terms of Section 282 of the Land Act, 1924.

And it is hereby declared that these presents are intended to take effect as a pasturage license only under the Land Act, 1924, and the provisions of that 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, 1929.

I, WILLIAM BAIN, the above-named licensee, hereby accept this license on the terms and conditions specified therein.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

The Landlord of the 12th day of February 1950
transfer of the Pastoral Lease from William Bain of Dunblair, Farmer

to William Henry Bain of Dunblair, Farmer.

Dated at Dunblair this 12th day of February 1950.

J. C. Henderson
Commissioner of Crown Lands

Transfer No. 188445 William Henry Bain to George Donald Bain
of Dunblair Farmer produced a May 1954 lease for 2.50 ac.
K 16343 Surrender of Pastoral Lease
produced 25 November 1954 at 15.50 ac.
M. J. Henderson

New Pastoral Lease issued
Vol 358 70E 78

PASTURAGE LICENSE.

WILLIAM HENRY BAIN

COMMISSIONER OF CROWN LANDS

1950
Dated 1st March 1950
337/58





PLAN OF RUN No. 519

No. 1444

Area 2310 acres.

License to occupy Crown Lands for Pastoral Purposes.

Whereas HENRY ALBERT TAMBLYN and WILLIAM TAMBLYN

both of ROXBURGH of WAIRARAPA

have acquired, under the provisions of the Land Act, 1924, a License to occupy for Pastoral Purposes all that area of Crown lands containing by estimation Two thousand three hundred and ten (2310)

acres, more or less, and being Run number ed Five hundred and nineteen (519)

Teviot Survey District,

situate 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

shown in the margin hereof, and have paid the sum of Twelve pounds ten shillings

(12 : 10 : -), being the first half-year's rent in advance for each Run: The said HENRY ALBERT TAMBLYN

and WILLIAM TAMBLYN are 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 1928, subject

to all the provisions and conditions of the Land Act, 1924, so far as applicable hereto, and subject also to the payment of an

annual rent of Twenty-five pounds

(25 : - : -), 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, 1928.

Subject also to the conditions following, viz.:-

- (1) That if the licensee or any person claiming an interest through or under them 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, 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 209 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;
- (4) That the licensee shall not burn any tussock on the land comprised in this license, or permit any tussock thereon to be burned save with the prior consent in writing of the Land Board of the Otago Land District; and
- (5) 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. 1456 in terms of Section 202 of The Land Act, 1924.

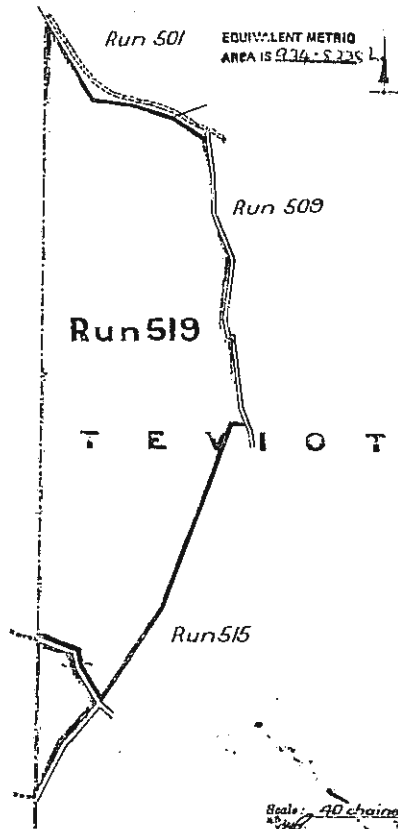
And it is hereby declared that these presents are intended to take effect as a pasturage license only under the Land Act, 1924, and the provisions of that Act applicable to such licenses shall apply hereto as fully and effectually as if the same had been set out herein at length.

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, 1928.

[Signature]
Commissioner of Crown Lands.

And I, HENRY ALBERT TAMBLYN and WILLIAM TAMBLYN, the above-named licensee, hereby accept this license and conditions specified therein.

[Signature]



W H I T E M O O C E

*The Commission of Administration being
informed that the Commission of
Administration of the State of
Victoria has been advised by the
Commissioner of Crown Lands
that the Commission of Administration
is in possession of the shares in the
written instrument held by the
said William James*

R. G. Pennington

The Land Board of the Otago Land District has
consented to the Commission of Administration
License from *William James*

Dated at DUNEDIN this 11th day of July 1924

R. G. Pennington
Commissioner of Crown Lands

The Land Board of the Otago Land District has
consented to *William James* the within written
License from *William James*
of *William James* to
of *William James*

Dated at DUNEDIN this 11th day of July 1924

R. G. Pennington
Commissioner of Crown Lands

*Transmission of shares of Hartley
37 1/2 to Richard Lamb of
Coalbrook Flat Taranaki
and Elizabeth Ann Lamb
of Ropuwhaka operation as
executors entered 6 July 1924
at 11.5.10c 110-22-10000*

*Pastoral lease 20/891 made
for part run 519 (area
10 acres)*

18-2-10000

Balance How in 20/100, at 20/100

337/43

P. R. 1924.
Dated 11th March 1924.

COMMISSIONER OF CROWN LANDS

PASTURAGE LICENSE

HENRY ALBERT TARRANT
NEW ZEALAND PATENTY

DUNEDIN



CERTIFICATE OF ALTERATION

Correct for the purposes of the Land Transfer Act

HER MAJESTY THE QUEEN

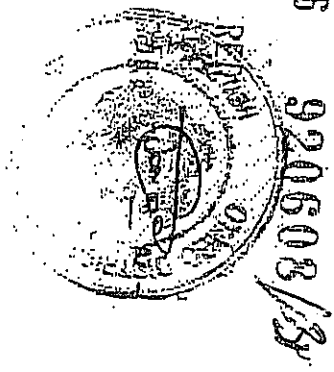
Lessor

[Signature]
Solicitor for the Lessor

ALEXANDER RAYMOND GUNN

Lessee

20/04
PARTICLE
LAND RE
ASST. LIT
2.23 26.NOV96



Regional Solicitor
Department of Conservation
DUNEDIN

CERTIFICATE OF ALTERATION UNDER SECTION 113 LAND ACT 1948

IN THE MATTER of the Land Act 1948

AND

IN THE MATTER of lease from HER MAJESTY THE QUEEN to ALEXANDER RAYMOND GUNN of Coal Creek near Roxburgh Farmer recorded as Register No. 2C/604 Otago Registry

THIS IS TO CERTIFY that the land described in the schedule hereto is incorporated into the aforesaid lease as at 14 October 1992. Consequent upon the incorporation the annual rent of the lease is increased to \$100.00 and the base stock limitation of the lease is increased to 3000 sheep including not more than 1600 breeding ewes for 3.5 months from the commencement of the last week in December to the end of the first week in April.

SCHEDULE

Section 1 SO 23791 - 603.2 hectares.

As witness my hand this

16

day of

August

1996.

[Signature]
For Commissioner of Land

MEMORANDUM OF PARTIAL SURRENDER

Correct for the purposes of the Land Transfer Act

HER MAJESTY THE QUEEN

Lessor

Solicitor for the Lessor

ALEXANDER RAYMOND GUNN

Lessee

958207.1 Gazette Notice (1998/4351) declares that the land herein is to be held for conservation purposes 30.11.1998 at 2.18

for DLR

Particulars entered in Register

No. 2C/604 Otago Registry

the day of 199
at o'clock

Assistant
District Land Registrar of the
District of Otago

2C/604
PARTICULARS
LAND REGISTER
DISTRICT OF OTAGO
2.23 26.NOV.96



9206082 P



Regional Solicitor
Department of Conservation
DUNEDIN

MEMORANDUM OF PARTIAL SURRENDER

IN THE MATTER of the Land Act 1948

AND

IN THE MATTER of pastoral lease No. P.307 under the Land Act 1948 of ALL that piece of land situated in the Otago Land District containing 823.1 hectares more or less being Section 3 SO Plan 23793 and Section 2 SO Plan 23792 and being all the land comprised and described in the aforesaid pastoral lease recorded as Register No. 2C/604 (Otago Registry)

IN PURSUANCE of an Agreement dated the 9th day of October 1990 and for the various considerations stipulated therein **ALEXANDER RAYMOND GUNN** of Coal Creek near Roxburgh Farmer the Lessee under the abovementioned lease **DOES HEREBY SURRENDER** in terms of section 145 of the Land Act 1948 all his estate and interest as such Lessee in all that piece of land containing 393.5 hectares being Section 3 SO 23793

AND HE AGREES AND DECLARES THAT all and singular the covenants conditions and agreements of the said recited lease expressed and/or implied shall continue in force in respect of the residue of the land henceforth comprised therein as fully and effectually as if such residue of the said land above had originally been comprised therein

AND HE HEREBY FURTHER AGREES AND DECLARES that the said surrender shall take effect on the 23rd day of July 1992.

SIGNED by **ALEXANDER RAYMOND GUNN** in the presence of:

) *A.R. Gunn*
)

Witness: *AC*

Occupation: **J. G. Rayner
Solicitor
Alexandra**
Address:

SURRENDER ACCEPTED for and on behalf of Her Majesty the Queen as Lessor

DATED the 16th day of August 1993.

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

[Handwritten signature]

*M. M. M. M.
Legal Clerk
Land Information
New Zealand
Dunedin*

TRUST BANK OTAGO LIMITED as Mortgagee under and by virtue of Memorandum of Mortgage 840912/2 **DOES HEREBY CONSENT** to the aforesaid surrender **BUT WITHOUT PREJUDICE** to its rights powers and remedies otherwise under or in respect of the said Mortgage.

THE COMMON SEAL of **THE MORTGAGEE** was hereunto affixed by the authority and in the presence of:

Trust Bank New Zealand Limited as Mortgagee under and by virtue of Memorandum of Mortgage 840912/2 hereby consents to the within Memorandum of Partial Surrender of Lease 2C/604 without prejudice to its rights under the said Mortgage.

The within Mortgage has become the property of Trust Bank New Zealand Limited by virtue of Part VA of the Companies Act 1955.

Dated this 04 day of NOVEMBER 1996

EXECUTED by the Mortgagee
TRUST BANK NEW ZEALAND LIMITED

by its duly appointed attorney: *Natalie Jane Friel* and *Michael Douglas Lines*

Name:	Natalie Jane Friel	Michael Douglas Lines
Office:	Document Execution Officer	Document Execution Officer
Address:	Christchurch	Christchurch

In the presence of:

Kirsty McNeill
Witness:

Correct for the purposes of
the Land Transfer Act 1952

Kirsty McNeill
Witness Name:

Bank Officer
Occupation:

P O Box 203
Christchurch
Address:

TRUST BANK NEW ZEALAND LIMITED

CERTIFICATE OF NON REVOCATION OF POWER OF ATTORNEY

We, **Natalie Jane Friel** of Christchurch
and **Michael Douglas Lines** of Christchurch
certify that:

1. **By** a Deed of Attorney dated 30th November 1994 ("**Deed**"), we were appointed Attorneys of the Bank in respect of the matters specified in the Deed;

2. **COPIES** of that Deed are deposited in the Land and Deeds Registry Offices at:

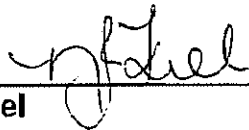
Auckland	No	C689056.1	Hokitika	No	099935.1
Blenheim	No	177325.1	Invercargill	No	226696.2
Christchurch	No	A148053A/1	Napier	No	617281.1
Dunedin	No	871104/1	Nelson	No	344247.1
Gisborne	No	G200821.1	New Plymouth	No	416782.1
Hamilton	No	B243707.1	Wellington	No	B409023.1

3. **AT** the date hereof we are both Documentation Execution Officers, Trust Bank New Zealand Limited.

4. **AT** the date hereof we have not received any notice of the winding up of the Bank or other revocation of the Deed.

DATED this 04 day of NOVEMBER 1996

SIGNED:



Natalie Jane Friel
Documentation Execution Officer



Michael Douglas Lines
Documentation Execution Officer

Facsimile



To: _____
Company: _____
Fax No: _____
From: Joan Taylor Oo Bailey
Date: _____
Page 1 of: _____
Our Ref: Your manual LOL request/s
Your Ref: As above

Land Information NZ
John Wickliffe House
Princes Street
Private Bag 1929
Dunedin
New Zealand
Tel 03-477 0650
Fax 03-477 3547
HTTP://www.linz.govt.nz

Confidential
This facsimile message contains information which is confidential and may be subject to legal privilege. If you are not the intended recipient, you must not peruse, use, disseminate, distribute or copy this message. If you have received this message in error, please notify us immediately by facsimile or telephone and destroy the original message. Thank you.

Subject: Manual request/s

Dear Client 920608.1

Please find following copy/s of manual requests received at this office.

We have searched extensively for your request/s but it cannot be found – Sorry.

90

Record Request Form Land Information New Zealand (LINZ)

Toitu te
Land whenua
Information
New Zealand



Dunedin Regional Office

John Wickliffe House
Princes Street
Private Bag
Dunedin

Ph 03 477 0650
Fax 03 477 3547 (main)
DX YP80001

CUSTOMER INFORMATION:

Customer Name: M. M. George

Organisation: Knight Frank

Contact Details: (Tick and complete the method by which you wish to be contacted - you must tick at least one method)

<input type="checkbox"/>	Email:	(Email address)
<input type="checkbox"/>	Post:	(Postal address)
<input type="checkbox"/>	Telephone: <u>4740571</u>	(Phone number)
<input checked="" type="checkbox"/>	Fax: <u>4775162</u>	(Fax number)

WHAT DO YOU WANT?

Record Reference Number (e.g. Doc No., Plan Ref.) REQUIRED	Land District (e.g. Otago) REQUIRED	Date of Record	Record Type (Write in Selection) REQUIRED	Access Method (Write in Selection)
1. <u>As per</u>				
2. <u>attached</u>				
3. <u>Coupons (5x)</u>				
4.				
5.				
6. <u>920608.1</u>	<u>NF (607.2 - 607.3)</u>		<u>Not in EDS yet</u>	
7.				
8.				

Other information to help identify the record(s) you require:

Abstract	Journal	View Original
Case	Map	Tax
Crown Grant	Survey Plan	Post
Deed	Title	Collect
Document	Traverse	Conditions apply
Field Book	Record	* Some records cannot be sent by fax
Index		

For information please see our website at www.linz.govt.nz

- For information about record reference numbers and record types see "Finding a LINZ Record" on the website.
- It is not possible to search for individual records on the LINZ website.

DO YOU KNOW HOW MUCH TO PAY?

Correct Payment Attached \$

(To calculate the cost see the next page of this form)

DO YOU WANT US TO CALCULATE COSTS FOR YOU?

Please contact me to advise the cost

(Note: LINZ does not send information until payment is received)

You can pay by cash, cheque, LINZ coupon or credit card:

Cash Cheque LINZ Coupon Credit card

If Paying by Credit Card:

Credit Card Details: Visa Mastercard (please tick one)

No: - - - Expiry Date:

Cardholder's
Signature

Name on the
Credit Card

** 2 coupons were repeat orders
so 3 coupons available at help desk*

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

ALEXANDER RAYMOND GUNN Lessee

re (604
PARTICULARS ENTERED
IN THE REGISTER
ON 18 FEBRUARY 2002
3:07 22/02/98 908497



KNIGHT FRANK (NZ) LIMITED
ALEXANDRA

MWP_0015375



908427

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

IN THE MATTER the Land Act 1948

AND

IN THE MATTER of Pastoral Lease No P307 registered in
Volume 2C Folio 604 Otago District
Land Registry from HER MAJESTY
THE QUEEN to ALEXANDER
RAYMOND GUNN OF COAL
CREEK FARMER

- (1) Pursuant to Section 170 of the Land Act 1948 the term of the abovementioned lease registered in Volume 2C Folio 604 Otago Land Registry is renewed for a term of 33 years commencing on the 1st day of July 1996. 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 Commissioner of Crown Lands the annual rent of \$750.00 plus GST calculated on a rental value of \$50,000.00 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.

A.R.G.

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

7th day of February 1996.

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

Witness: [Signature]

[Signature]
Commissioner of Crown Lands

Occupation: LYNETTE PORTER
TEAM MEMBER
Address: NATIONAL OFFICE
DEPARTMENT OF SURVEY
& LAND INFORMATION
WELLINGTON

SIGNED by the Lessee)
ALEXANDER RAYMOND)
GUNN in the presence of:)

Witness: [Signature]

[Signature]
Lessee

Occupation: KIERAN EDWARD TOHILL
SOLICITOR
Address: ALEXANDRA

10.13 30.JUL.92 810973
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY ACT 1982
ASST. LAND REGISTRAR
OTAGO DISTRICT
NEW ZEALAND

MWP_0015292



311450

PARTICULARS ENTERED IN THE REGISTER-BOOK

VOL. — FOLIO Section Index P-2

Page 724 2C/604

AT 1200 3 MAR 1967

2C/1391

Assistant Land Registrar
DUNEDIN

20/60



MWP_0015299

LAND & DEEDS	
Volume:	<i>New App.</i>
Folio:	<i>h.s.</i>
3 MAR 1967	
Time:	<i>1.46</i>
Page:	<i>53</i>

311450

3/35/1

DEPARTMENT OF LANDS & SURVEY,
DUNEDIN.

The District Land Registrar,
DUNEDIN

Please note the following alternations to descriptions.
A copy of the relevant plan is forwarded herewith.

<u>Former Description</u>	<u>New Description</u>	<u>S.O. Plan</u>
Part Runs 4250, 519, Cairnhill, Obelisk, Teviot and Whitecoomb S.D.'s.	Run 758, Block I, Obelisk S.D. Blocks V, VIII, IX, X, Teviot S.D. & Blocks III, VI, and IX, Whitecoomb S.D. & Block III, Cairnhill S.D. <u>Area: 10,200 acres.</u>	15989
Part Runs 4250 and 519, Whitecoomb & Teviot S.D.'s.	Run 759, Blocks V, IX, X, Teviot S.D. and Blocks VI and IX, Whitecoomb S.D. <u>Area: 2000 acres.</u>	15989

A. E. CHRISTIAN

Chief Surveyor

Per: *A. Gavan*

A. E. CHRISTIAN

Chief Surveyor

Per: *A. Gavan*

Run 425b

3/35/1

DEPARTMENT OF LANDS & SURVEY,
DUNEDIN,

The District Land Registrar,
DUNEDIN

Please note the following alternations to descriptions.
A copy of the relevant plan is forwarded herewith.

<u>Former Description</u>	<u>New Description</u>	<u>S.O. Plan</u>
Part Run 519 and Run 691, Teviot S.D.	Run 760, Blocks IX, X, Teviot S.D. Area: 1840 acres.	15989

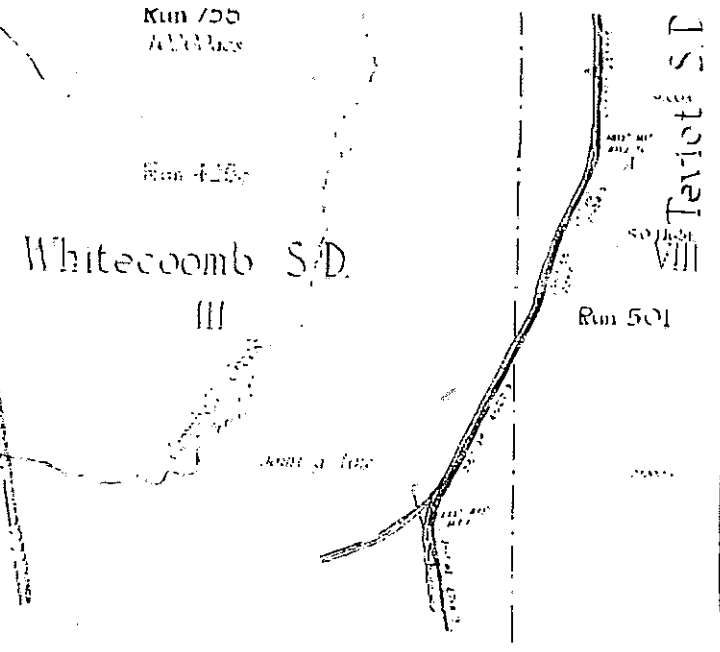
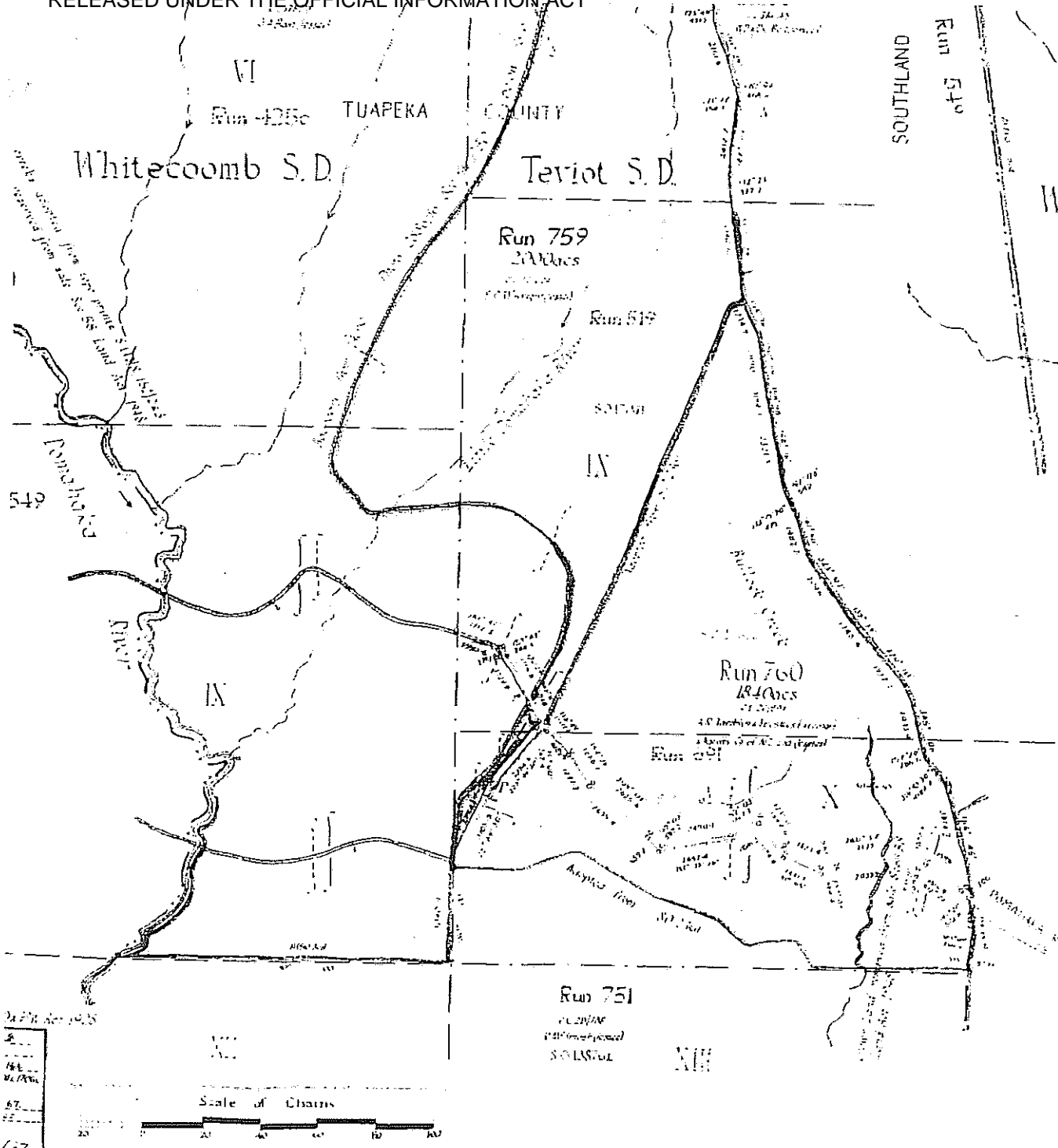
A. E. CHRISTIAN
Chief Surveyor
Per: *A. Christian*

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

18/02/2002 12:41 #685 P.006/021

+64 3 474 5108

From LAND INFORMATION DUNEDIN



Runs 758, 759 & 760 Blk I Obelisk S.D. Blks V, VIII, IX, X Teviot S.D. & Blks III, VI & IX Whitecoomb S.D. & Blk III Carnhill S.D.
 Otago Land District Southland, Tuapeka & Vincent Counties
 Compiled in Survey Office November 1900
 Scale 20 chains to an inch

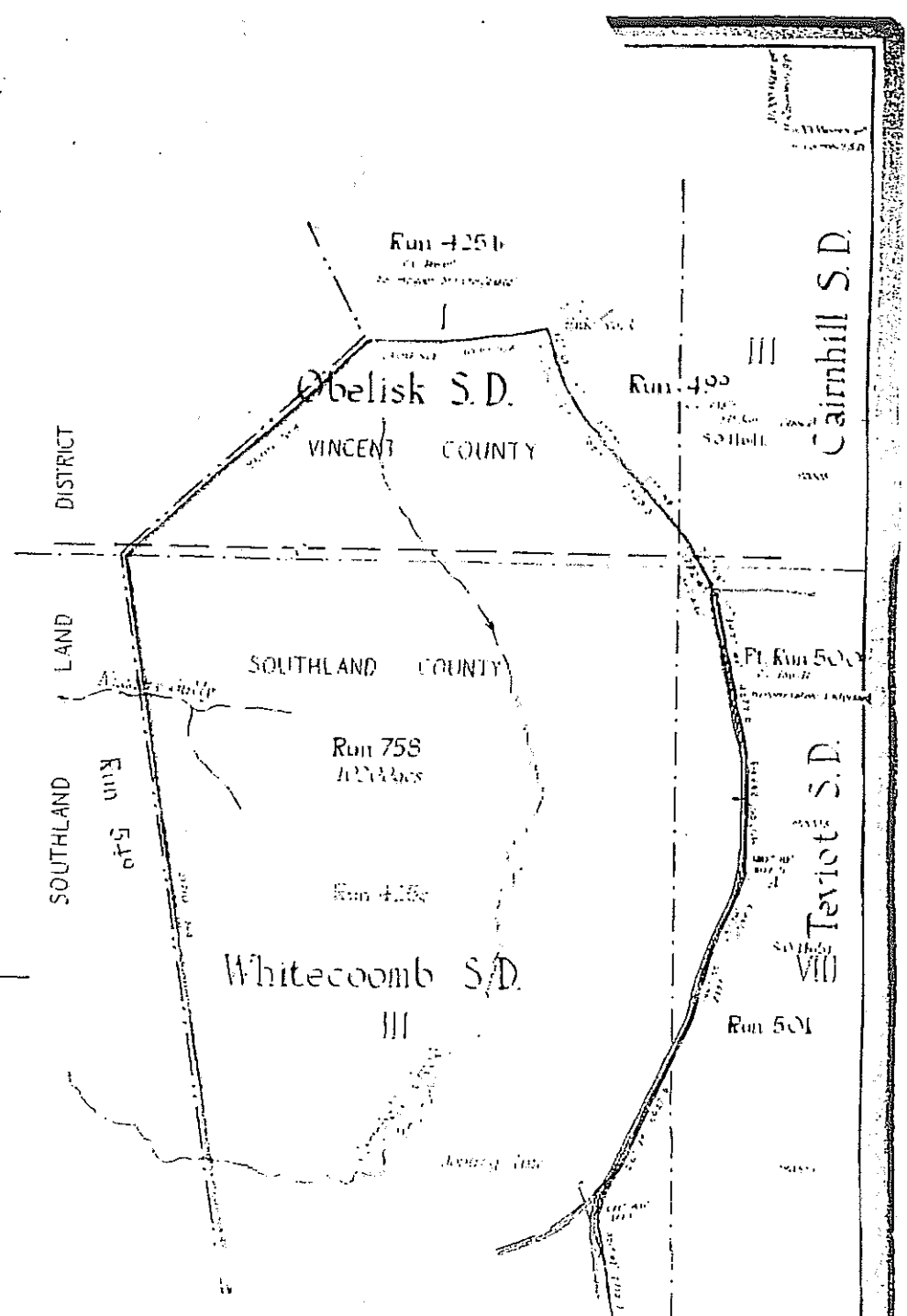
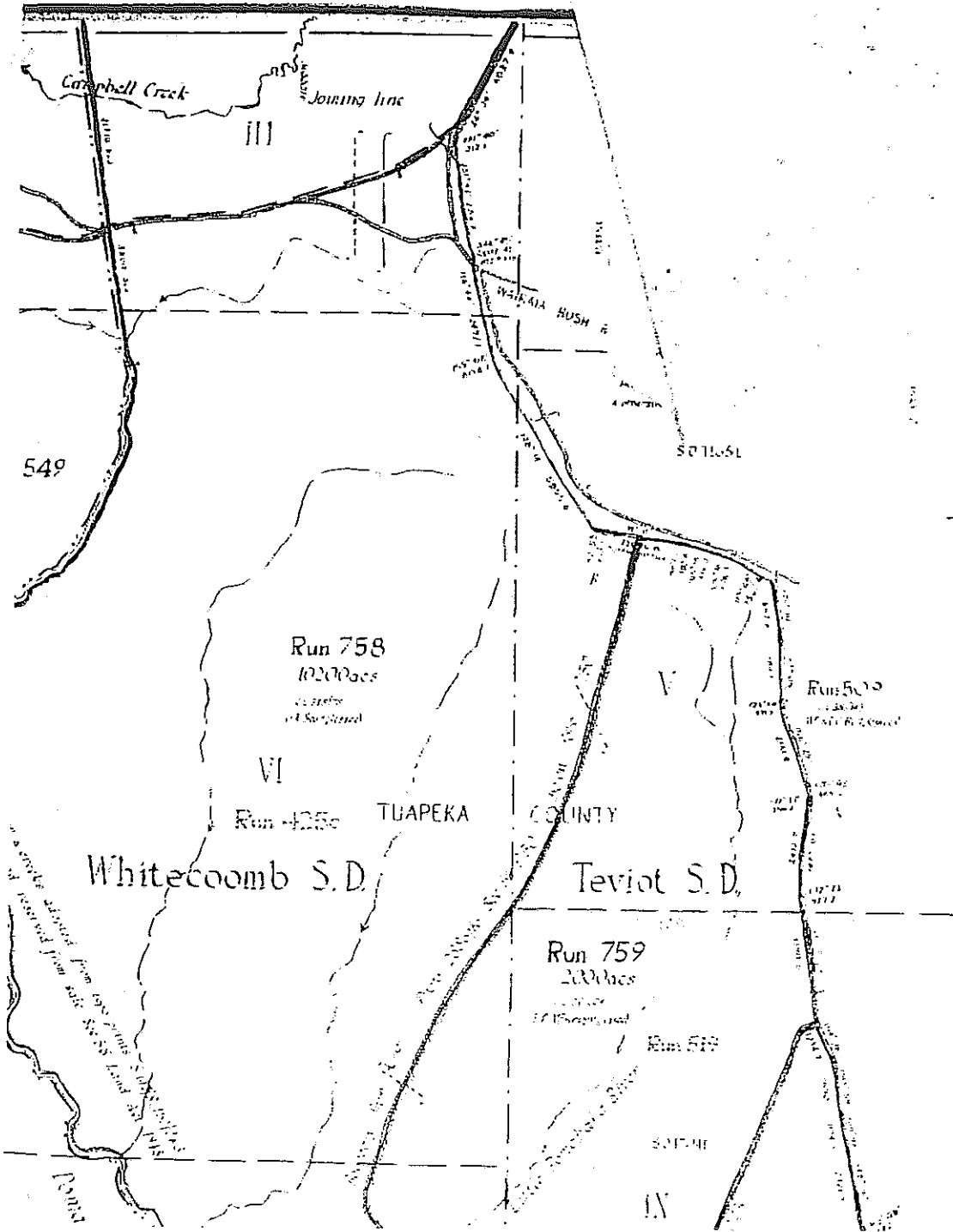
Former Descriptions
 Run 758, P. Runs 425c, 501, Coverdell Obelisk Trust & Whitecoomb S.D.
 Run 759, P. Runs 425c & 501 Whitecoomb & Teviot S.D.
 Run 760, P. Run 501 & Run 519 Teviot S.D.
 Total Area 1404 Acres

Approved
 J. E. Cunningham
 Chief Surveyor 1. 2. 1901.

15989

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

From: LAND INFORMATION DUNEDIN #64 3 474 5108 18/02/2002 12:42 #685 P.008/02-1



04 MAR 2002



Department of Conservation
Te Papa Atawhai

Our ref: P 307

1 March 2002

Knight Frank Ltd
Box 5744
DUNEDIN

Dear Sir

TENURE REVIEW: MOUNT HOPE PASTORAL LEASE

I refer to your letter of 15 February 2002.

There is no known public conservation land within the boundaries of this lease.

The attached plan shows public conservation land adjoining the lease. There is no concession issued to occupy this land although it is possible that concessions for some recreation tourism use to utilise parts of the adjoining land have been granted.




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

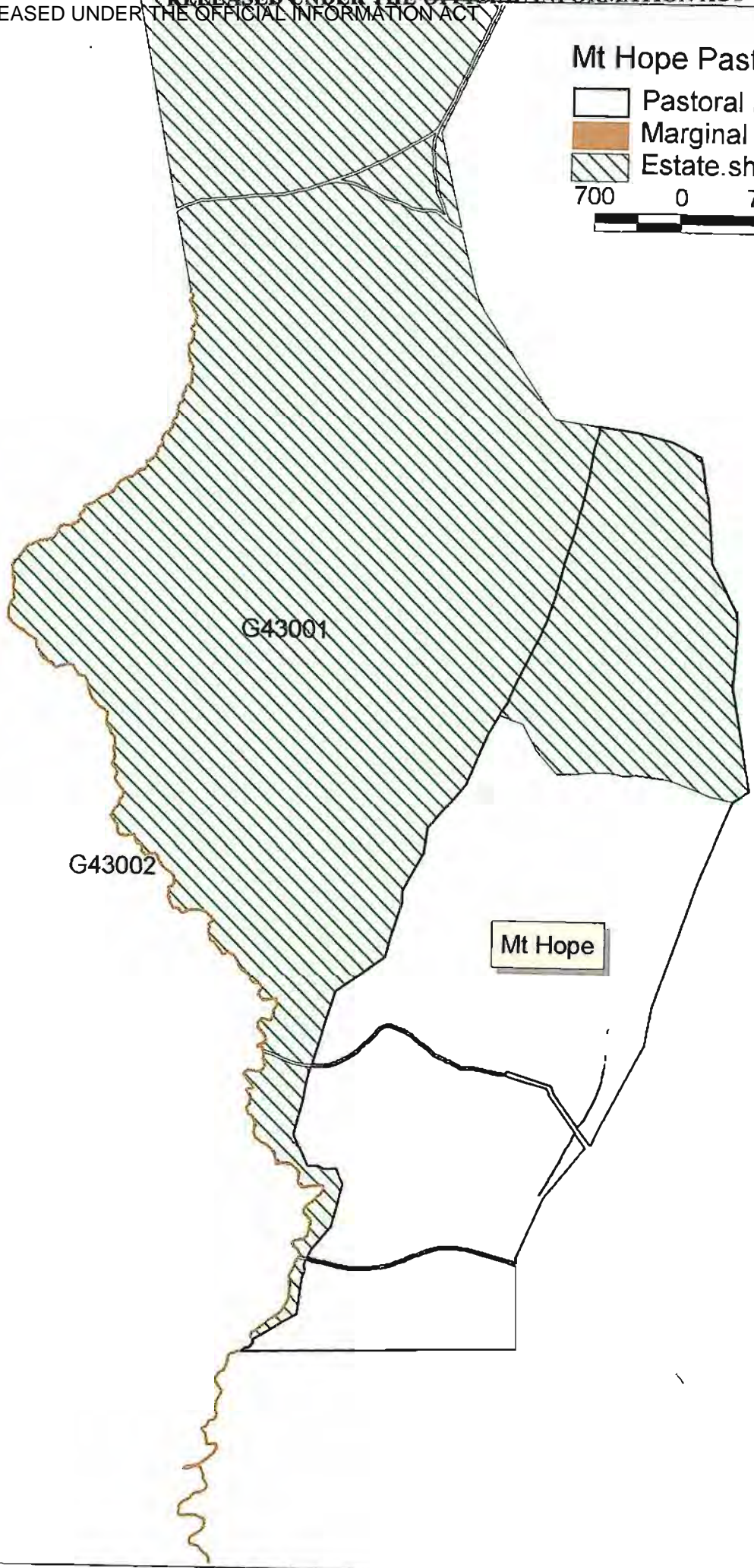

A handwritten signature in black ink, appearing to read 'Ken Stewart', written over a horizontal line.

Mt Hope Pastoral Lease

-  Pastoral lease.shp
-  Marginal strips.shp
-  Estate.shp



700 0 700 1400 Meters



15 February 2002

Department of Conservation
PO Box 5244
DUNEDIN

Attention: Mr Tony Perrett

Dear Sir,

Re: Pastoral Tenure Review – Mount Hope Pastoral Lease

As you are aware, the process for the pastoral tenure review on certain runs has been more recently instigated by Land Information New Zealand (LINZ).

This office, under contract to LINZ has the task of researching and providing a status investigation amongst other things.

To satisfy the requirements of the LINZ report, it is necessary for the Department of Conservation to comment in respect to allocations (adjoining and or within) and any concessions over the run under review (NZMS 260 sheet reference G43).

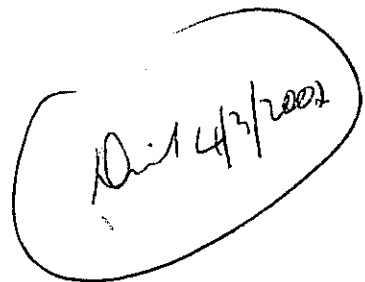
Attached is a copy of Crown Lease OT 2C/604, SO Plans 15989, SO 23791, SO 23792, SO 23793 and a cadastral plan for your comment for the pastoral run:

- Run 759, Section 3 SO Plan 23793, Section 2 SO Plan 23792 and Section 1 SO Plan 23791.
(1412.5713 hectares).

Please advise accordingly. Thank you.

Yours faithfully


Martin George
Accredited Supplier
Knight Frank (NZ) Ltd



28/02 '02 THU 09:18 FAX 64 4 4990968

64 3 4775162

CROWN MINERALS

001

Ministry of Economic
Development



Manatū Ōhanga

Crown Minerals

Date: 28/02/02

To: Martin George

Fax Number:

03 474 6571

477 5162

From: Michelle Stokes

(contact details below)

Priority:

Pages: 3

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SUBJECT: PERMIT AREAS

// There are currently no granted permits or application over the area shown as Run 759, Section 3 Section 2 or Section 1 as depicted on G34.43

There are currently one granted and four applications for permits on the area depicted on F42. Schedule and map of area is attached. Please let me know if you want a land mail version of these.

Michelle Stokes
NMI Administrator

Manager of New Zealand's
crown owned mineral estate

Head Office, 33 Bowen Street, PO Box 1473, Wellington, New Zealand
Tel: 474 2941; Fax: 499 0988; www.crownminerals.govt.nz