

Crown Pastoral Land Tenure Review

Lease name : THE MULLER

Lease number : PM 021

Due Diligence Report (including Status Report) - Part 1

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

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

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

June

02

DUE DILIGENCE REPORT**CPL PRE-TENURE REVIEW ASSESSMENT STANDARD 6**

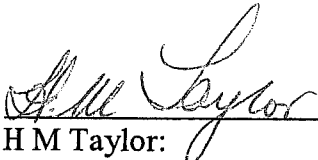
File Ref:	Pm021	Report No:	A2031	Report Date:	24 June 2002
LINZ Ref:	12640				
Office of Agent:	Alexandra	LINZ Case No:	TR02/671	Date sent to LINZ:	

RECOMMENDATIONS:


- (1) That the Commissioner of Crown Lands or his delegate **note** this Due Diligence Report which has been prepared in a manner similar to the Pre-Tenure Review Assessment Standard on instructions from the Commissioner of Crown Lands.
- (2) That the Commissioner of Crown Lands or his delegate **note** the following incomplete actions which require action by the Manager of Crown Property Contracts.

2.1 There are no incomplete actions.

Signed by DTZ New Zealand Limited:


H M Taylor:

Approved/Declined (pursuant to a delegation from the Commissioner of Crown Lands) by:


Name: GRANT KASPER WEBLEY
Date of decision: 26/6/02

(1) Details of lease:

Lease name: The Muller

Location: The property is situated in the upper Awatere Valley, 70 kms from Seddon township and 111 kms southwest of Blenheim.

Access is from the Awatere Valley Road.

The Awatere fault runs through the property, which rises from 760 – 2100 metres, and consists of 2100 ha of valley floor and lower slopes which are oversown and topdressed and well developed, 1800 ha of good fescue tussock grassland (*Lower Richmonddale*) and 242000 ha of high country tussock and bare rock.

The lease is farmed in conjunction with the adjoining freehold.

Lessee: The Muller Station Limited.

Tenure: Pastoral Lease under the Land Act 1948, and Crown Pastoral Land Act 1998, Pastoral Lease No 21.

Term: 33 years from 1 July 1993 expiry 30 June 2026.

Annual Rent:

Rental Value:

Date of Next Review: 1 July 2004

Land Registry Folio Ref: MB 46/198

Legal Description: Runs 218, 220 and Section 1, Block VII Upcot Survey District all situated in Blocks I, II, III, V, VI, VII, IX and X Upcot Survey District Blocks V, VI, IX, X, XI, XIV, XV, XVI, XX, XXI and XXII Molesworth and Block I Barefell Survey Districts.

Area: 28127.6472 hectares

(2) File Search:

Files held by LINZ:

<i>File Reference</i>	<i>Volume</i>	<i>First Folio</i>	<i>Date</i>	<i>Last Folio</i>	<i>Date</i>
5200-D10-M04	1	Unnumbered	5/02/1993	Unnumbered	31/08/1995

Other Files held by DTZ on behalf of LINZ:

<i>File Reference</i>	<i>Volume</i>	<i>First Folio</i>	<i>Date</i>	<i>Last Folio</i>	<i>Date</i>
Pm 21	1	1	2/04/1958	Unnumbered	17/08/1995
Pm 21	2	Unnumbered	18/08/1995	Unnumbered	1/01/2000
CON/50213/09/ 12640/A-ZNO	1	Unnumbered	30/07/2000	Unnumbered	1/01/2002

During the file search, the volumes above were researched, plus two files relating to The Muller airstrip were perused (3/520 Volume 1 and 2). Entries covered 1958 to the present day. While some folios were missing the vast majority were present and so confidence is held that all significant files have been searched.

In 1954, the pastoral run licences were transferred from J W Shirtcliffe to his son-in-law, Ian Van Ash.

The property was renewed as a pastoral lease commencing on 1 July 1960.

1290 acres of Run 119 were added to Run 218 at lease renewal. A report in 1962, noted that the lease area consisted of 8 blocks, and that the boundary fences with Molesworth and Upcot were secure.

The property was made up of Runs 218, 219 and 220, but in 1960, after lease renewal the lessee requested that Run 219 be retired. This part of The Muller Run, was mostly shingle and uneconomic to muster and also the associated rates made it uneconomic to farm.

Subsequently Run 219 was retired (3176.7822 ha) and a new legal description was issued covering Runs 218 and 220 (Volume 1 folio, 70).

The main shearing of 10833 sheep produced 355 bales of wool and 500 fat lambs went to the works.

A considerable area of the lease was capable of development by wheel tractor.

By 1965, the property had been on the market for 4 years. It was transferred to The Muller Station Limited; the primary shareholder being C B Satterthwaite.

The pastoral lease consisted of Run 218 Langridge Run, and Run 220 Richmondale.

Rent was set at Term 33 years from 1 July 1960.

Stock Limit:

10000 Sheep plus 10%)
200 Cattle) (for total leasehold and freehold area)

During 1967, an application was lodged to increase the stock numbers, as considerable subdivision, oversowing and tracking had taken place.

The new stock limit was:

10000 Sheep plus 10%
650 Cattle (*including 500 breeding cows*)

In 1970, Molesworth cattle were crossing the Saxton River into the lease. The boundary was to be fenced, to solve this problem.

Excellent cover on the property was noted. A higher stock limit was approved in 1970, as development continued.

By 1975, 12000 acres oversowing and topdressing had been completed (*Volume 1, folio 68*) and an increased stock limit was given.

A Run Plan was agreed to in 1976, but it was not actioned due to the MOWD phasing out of the Awatere region.

By 1977, the lessee decided to finance the development identified in the Run Plan by using Marginal Lands finance.

Steven Satterthwaite was appointed the new manager in 1980,. Development continued through the 1970's and 1980's with the stock limit being increased to respond to this increased feed supply.

A small Rabbit Board Reserve (*1.9951 ha*) was incorporated into the lease in 1982 (*Volume 1, folio 109*).

During 1982, the lower south-eastern slopes of the Shingley Range were recommended to be retired (*Volume 1, folio 115*). This area consisted of 2700 ha. The lessee agreed to this (*Volume 1, folio 119(a)*).

The Land Settlement Board contributed _____ to enable this area to be fenced off.

Finance for retirement fencing was approved in 1983 and the retirement fencing was approved in 1983 and the retirement area was to be surrendered from the lease as soon as survey could be completed (*Volume 1, folios 115, 117 (includes maps), 118, 119, 119(a), 124, 125, 133 (includes map) and 135*).

The retirement fencing was completed in three stages, the third stage in 1984.

There is **no** record on file of the **survey** or subsequent **surrender**.

Hieracium spread was noted as a major concern in 1983.

A DSIR botanical survey by the High Country Vegetation Survey Team was carried out during the summer of 1983.

A deer farm on the lease was approved in 1985. Extensions to the deer farm were approved during the 1980's and 1990's.

During 1988, a geological survey of the Awatere fault, was carried out by a visiting American geologist.

By 1990 the files record a plan to remove rock from upstream of the Acheron River Bridge. This was to be used as rip rap on bridge abutments, for Transpower work on bridge repairs.

Hieracium was a major problem by 1990. Lease Renewal Valuation in 1991 set the rental value at

An access track was put on the Langridge Downs Ridge Line in 1992.

During 1992 the Upper Kennet Catchment was identified as a site worthy of protection.

A Rabbit and Land Management Plan was drawn up for the property in 1993. This plan included access tracking and fencing.

Consolidation and minor development has continued from 1985 to the present day.

During 2000, 717 ha of native tussock was oversown and topdressed. This area had been severely invaded by hieracium.

Consent to undertake exploratory drilling was given in 2001. This was preparatory work for a proposed irrigation dam across the Castle River which separates Upcot and Muller Stations.

Muller Station Limited continues to farm the lease in conjunction with adjoining freehold, with Steven Satterthwaite as manager.

(3) Summary of lease document:

Terms of lease:

The commencement date of the pastoral lease on Crown files is in agreement with the lease document.

The lease was issued on 1 July 1960, and renewed on 1 July 1993 for a term of 33 years (*under the Pastoral Land Act 1948*).

The ownership stated is the same as used on Crown files and in the Status Check.

No non-standard conditions are recorded.

Original lease stock limit:

11000	Sheep
200	Cattle

Personal stock limit:

16000 Sheep (including 4000 breeding ewes)
1500 Cattle (including 700 breeding cows)

Renewals and variations:

45509 Variations of the covenants of the lease (20 August 1965) requiring the transfer of shares in any company holding the lease to be subject to Section 89 Land Act 1948.

170453 Variation of terms renewing the lease for 33 years commencing 1 July 1993 (23 September 1993).

Area adjustments:

32933 Surrender of Run 219 (3176.7822 ha) out of lease.

Registered Interests:

168367 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 (10 May 1993) Rabbit and Land Management Plan.

Mortgages:

101010 Mortgage to The Rural Banking and Finance Corporation (20 November 1980).

Unregistered Interests:

The Benmore-Haywards A 350 KV HVDC main line of power pylons runs across the lower south-eastern side of Run 218.

No formal easement exists with Transpower New Zealand Limited. However protection is afforded by Section 22, Electricity Act 1992.

Other Interests:

No Electricity Agreement is registered on the lease.

No Mining or Prospecting Licence or permit is registered on the lease.

No Section 417 Certificates under the Resource Management Act are registered.

There are no current recreation permits or DoC concessions issued for this lease.

(4) Summarise any Government programmes for the lease:

A Rabbit and Land Management Plan was drawn up for and implemented on this lease. The plan involved access tracking and fencing.

(5) **Summary of Land Status Report:**

Copy attached as Schedule A.

5.1 The Pastoral Lease:

The Land Status Report confirms the Crown Land Status under the Land Act 1948, subject to pastoral lease registered as MB46/198.

The area of the lease is confirmed as 28127.6472 ha.

The Land Status Report records that the lease is subject to Part IVA Conservation Act 1987, and a Land Improvement Agreement pursuant to Section 30A Conservation and Rivers Control Act 1941 (*Document 168367*).

This is in agreement with the lease details of this report as at 22 April 2002.

The legal description is confirmed as that being used in the Due Diligence Report.

The Crown retains mineral ownership.

The Land Status Check confirms that no conservation land exists within The Muller lease boundaries. This agrees with the findings of this Due Diligence Report.

No UCL is identified within the lease.

Marginal strips are shown on Saxton River, Orr Stream, Middle Gully, Acheron River, Kennet River, Langridge Stream, Ward Stream and two tributaries of the Castle River and an unnamed stream in the lease that flows down through Muller freehold to the Awatere River.

Legal roads are defined on SO 4044/40 45 (*1951*), and recorded in New Zealand Gazette 1955, Pages 324 and 1112.

The Status Check confirms that there are no recreation permits, DoC concessions or mining interests on the lease.

The Status Check identifies the following matters as possibly requiring investigation:

- The area reconciliation has not been deducted or added in the conventional manner. However, the balance area result is **correct**.
- Although the current Cadastral database does not record SO 7111 as a Definition Plan (*approved May 1993*), *by the renewal of the lease (July 1993) after this plan, it effectively* removes the rivers and streams identified by alphabetical letter, from the lease and instigates the marginal strip provisions.
- The power pylons run through the lower south-eastern side of Run 218. There is no formal easement, however protection is afforded by Section 22, Electricity Act 1992.

- Retired area – the Shingley Range area of the lease, between the Langridge and Kennet Streams was fenced off using funds from Lands and Survey. The plan was to surrender the area, once the survey had been completed (*Volume 1, folios 115, 117, 118, 119, 119(a), 124, 125, 133, 135*). However there is no record on file of any undertaking to surrender being signed by the lessee and the area still remains in the pastoral lease.

No other issues arising from the report were noted.

5.2 Other Land:

No other land is covered in the Status Check.

(6) Review of topographical and Cadastral data:

Topographical Map:

The Saxton River forms the western boundary of the lease, while the Castle River forms the eastern boundary.

The Acheron River, Kennet River, Middle Gully, Orr Stream, Langridge Stream, Ward Stream, Munroe Stream, Awatere – iti Stream, and Smokey Stream plus numerous other unnamed streams drain the lease.

A hut is shown (*Munroe Hut*) near a derelict fence on the Acheron River. Another derelict fence is marked running parallel to the Acheron River – following the ridgeline from the boundary at the Saxton Pass to the Acheron River near the northern boundary of the lease. Derelict fences are also marked near the Port Cooper Saddle and the Kennet River.

Other huts are shown – Carters Hut and yards are shown near the junction of the Acheron River and Guide Gully (*on the south-western boundary*).

Junction Hut is found north of Carters Hut, also beside the Acheron River.

Yards are shown further up the Acheron River from Munroe Hut, and finally another set of yards is located at Burnt Hut, which is still further up the Acheron River.

A farm track is shown following the Acheron River up to the Burnt Hut yards.

Pylons run through the south-western corner of the lease (*near the Saxton River*) and then cross the southern most part of the lease, just above the boundary with The Muller freehold.

A second power line is shown running approximately parallel to the pylons. This supplies electricity to Molesworth and The Muller homesteads, and follows the Awatere Valley up from the east.

An electricity road is shown following the pylons through the lease.

Cadastral Map:

The Awatere Valley Road runs through the south-eastern corner of the lease, near the Kennet River. A side road branches off Awatere Valley Road and runs down through the lease to the Kennet River. The Awatere River Road also runs through a small corner of the south-western part of the lease, near the Saxton and Acheron Rivers. The road follows the boundary for part of the south Southwest portion of the lease.

Marginal strips are shown following the Saxton River, Orr Stream, Middle Gully, the Acheron River, the Kennet River, Langridge Stream, Ward Stream and the Castle River and two of its tributaries, plus an unnamed stream in the lease that flows down through The Muller freehold to the Awatere River.

(7) *Details of neighbouring Crown or Conservation land:*

The northern and north-western boundary adjoins DoC land.

The eastern boundary is the Castle River, and across the river is mainly Upcot freehold and some Upcot Pastoral Lease. The southern boundary adjoins The Muller freehold.

Finally the western boundary is Molesworth Station (*Crown land*).

(8) *Summary of uncompleted actions or potential liabilities:*

There are no uncompleted actions or potential liabilities.

The following issue is brought to you attention to note only:

- Retired area:

Although it was reported in 1982, that the lessee agreed to the retirement fencing and subsequent survey and surrender; only the retirement fencing occurred. Land Settlement Board funds were used to construct the retirement fence.

There is no record on the files of any undertaking to surrender being signed by the lessee (*Volume 1, folios 115, 117, 119, 119(a), 124, 133 and 135 – see Attachment 2*).

- No form of easement for power pylons that run through the lease. Protection is however offered by Section 22, Electricity Act 1992.
- Current Cadastral, database does not record SO 7111, as a Definition Plan (*May 1993*). However, the renewal of the lease (*July 1993*) after this plan, effectively removes the rivers and streams identified on the plan, from the lease and instigates the marginal strip provisions.

ATTACHMENTS:

- Schedule A - Status Check.
- Attachment 1 - Recent copy of lease document MB 46/198.
- Attachment 2 - Correspondence re retirement area.

SCHEDULE A:

Status check.

DTZ NEW ZEALAND LIMITED

Appendix A

This report has been prepared on the instruction of Land Information New Zealand in terms of the contract number 50268 dated 31 August 2001 and is undertaken for the purposes of the Crown Pastoral Leases Act 1998.

LAND STATUS REPORT for MULLER				[LIPS ref.12640]
Property	1	of	1	

Land District	Marlborough
Legal Description	Runs 218, 220 & Section 1 Block VII Upcot SD all situated in Blocks I, II, III, V, VI, VII, IX & X Upcot, Blocks V, VI, IX, X, XI, XIV, XV, XVI, XX, XXI & XXII Molesworth and Block I Barefell Survey Districts
Area	28,127.6472 hectares (subject to survey)
Status	Crown Land subject to the Land Act 1948.
Instrument of lease	All Computer Interest Register MB46/198 pursuant to section 66 and as registered under section 83 of the Land Act 1948, renewed by document No.170453.
Encumbrances	Document 168367 – Land Improvement Agreement pursuant to section 30A Soil Conservation and Rivers Control Act 1941. Subject to Part IVA Conservation Act 1987.
Mineral Ownership	Minerals remain with the Crown as the land has never been alienated since its acquisition for settlement purposes, from the former Maori owners under the Kaikoura purchase 1859.
Statute	Land Act 1948 & Crown Pastoral Land Act 1998.

Data Correct as at	22 April 2002
[Certification Attached]	Yes

Prepared by	Petef M King
Crown Accredited Supplier	DTZ New Zealand Limited

DTZ NEW ZEALAND LIMITED

Appendix B

This Land status report has been prepared on the instruction of Land Information New Zealand in terms of the contract number 50268 dated 31 August 2001 and is undertaken for the purposes of the Crown Pastoral Leases Act 1998.

LAND STATUS REPORT for MULLER				<i>[LIPS ref.12640]</i>
Property	1	of	1	

Land District	Marlborough
Legal Description	Runs 218, 220 & Section 1 Block VII Upcot SD all situated in Blocks I, II, III, V, VI, VII, IX & X Upcot, Blocks V, VI, IX, X, XI, XIV, XV, XVI, XX, XXI & XXII Molesworth and Block I Barefell Survey Districts
Area	28,127.6472 hectares (subject to survey)
Status	Crown Land subject to the Land Act 1948
Instrument of lease	All Computer Interest Register MB46/198 pursuant to section 66 and as registered under section 83 of the Land Act 1948, renewed by document No.170453.
Encumbrances	Document 168367 – Land Improvement Agreement pursuant to section 30A Soil Conservation and Rivers Control Act 1941. Subject to Part IVA Conservation Act 1987.
Statute	Land Act 1948 & Crown Pastoral Land Act 1998.

Data Correct as at	22 April 2002
[Certification Attached]	Yes

Prepared by	Peter M King
Crown Accredited Supplier	DTZ New Zealand Limited

Certification:

Pursuant to section 11(1)(l) of the Survey Act 1986 and acting under delegated authority of the Surveyor-General pursuant to section 11 (2) of that act, I hereby certify that the land described above is; Crown Land subject to the Land Act 1948.

R. Moulton

Date ... *1* / *5* / 2002

.....
Ross Moulton, Chief Surveyor
Land Information New Zealand
Marlborough Land District



File Reference : CH 1021

CERTIFICATE OF AUTHORISATION

(Crown Land subject to the Land Act 1948)

PROPERTY ADDRESS: **Run 218, 220 & Section 1 Blk VII Upcot SD
"MULLER" (Pm 21)
AWATERE VALLEY ROAD
MARLBOROUGH LAND DISTRICT**

ASSURANCE

DTZ New Zealand gives an assurance that the document attached to this certificate is in order for signature.

The decision when made will comply with the following statutory requirements:

- The New Standards & Guidelines Manuals CCPO; Roding/Legalisation, Volume 4, OSG Standard 1999/05

In giving this assurance DTZ New Zealand undertakes that all relevant policy instructions, legal requirements, court judgements and any other matters have been taken into account and applied where appropriate.

A handwritten signature in black ink, appearing to read 'Peter M King', written over a dotted horizontal line.

Peter M King
Crown Accredited Supplier

Date: 23 April 2002

DTZ New Zealand Limited MREINZ, PO Box 142 Level 4, 76 Cashel Street, Christchurch, New Zealand
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MULLER Property 1 of 1

<p>Notes : This information does not affect the status of the land but was identified as possibly requiring further investigation at the due diligence stage : See Crown Pastoral Standard 6 paragraph 6</p>	<p>Although the structured text areas are correct, it is misleading in that the area reconciliation has not been deducted and or added in the conventional manner. However the balance area result is the same.</p> <p>Although the current cadastral data base does not record SO 7111 as a definition plan (approved May 1993), by the renewal of the lease (July 1993) after this plan, it effectively removes the rivers and streams identified by alphabetical letter, from the lease and instigates the marginal strip provisions.</p> <p>File Pm21 volume 1 folio 133 topographical plan identifies an area "retired" ? Earlier correspondence (folio 124, March 1983) approves the expenditure for fencing. This area still remains within the pastoral lease.</p> <p>An existing DC main line of power pylons runs across the lower south eastern side of Run 218 (Benmore-Haywards A 350kV HVDC).</p> <p>No formal easement exists with Transpower New Zealand Ltd, therefore protection is afforded pursuant to section 22 Electricity Act 1992.</p>
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LAND STATUS REPORT MULLER				[LIPS ref 12640]
Property	1	of	1	

Research Data: *Some Items may be not applicable*

Property	1	of	1	
Cadastral Print Obtained	Yes			
NZMS 261 Ref	N29, O29, N30 & O30			
Local Authority	Marlborough District Council			
Crown Acquisition Map	Kaikoura Purchase 1859			
SO Plan	SO 4480 (1960), SO 4481 (1960), SO 4368 (1958)			
Relevant Gazette Notices	N/A			
CT Ref / Lease Ref	All CIR MB46/198 (1960)			
Legalisation Cards	SO 4368 NZ gazette 1960 page 651, GN 32821 NZ gazette 1982 page 2026, No Registration.			
CLR	N/A			
Allocation Maps (if applicable)	SOE - SO 6617 (N29) no overlaps SO 6618 (O29) no overlaps No plan (N30) SO 6620 (O30) no overlaps DoC - SO 6638 (N29) no overlaps SO 6639 (O29) no overlaps SO 6641 (N30) no overlaps SO 6642 (O30) no overlaps			
Rating Ref - if known.	All assessment 20720/006700			
Crown Grant Maps	Barefell No.26 (1880) Molesworth No.22 (1880)			
If Subject land Marginal Strip:				
a) Type [Sec 24(9) or Sec 58]	No subject provision for section 58 of the Land Act 1948 on lease MB46/198 although SO Plans 4480 and 4481 depict one chain strips along Castle Creek, Kennet River, Acheron River and Saxton River Reserved under section 58 Land Act 1948. SO 7111 has identified several waterways shown marked A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P and Q subject to section 24(9) of the Conservation Act 1987. Lease renewal in July 1993 is a disposition under section 24(9) of the Conservation Act 1987.			
b) Date Created	July 1993			
c) Plan Reference	SO 7111			

LAND STATUS REPORT MULLER				[LIPS ref 12640]
Property	1	of	1	

Research – continued

Property	1	of	1	
If Crown land – Check Irrigation Maps.				N/A
Mining Maps				No interest recorded National Mining Index.
If Road				
a) Is it created on a Block Plan - Section 43(1)(d) Transit NZ Act 1989				a) .Crown Grant – SO 389, 391A (1896) Section 110A Public Works Act 1928 – SO 194 (1891), SO 373 (circa 1880) and Section 29 Public Works Amendment Act 1948 - SO 4044, 4045 (1951)
b) By Proc				b) NZ gazette 1955 page 324 & 1112
c) Plan				c) SO 4044/4045 (1951)
Other Relevant Information				
a) Concessions – Advice from DOC or DTZ New Zealand Limited.				a) There are no DoC concessions and or no current Recreation Permits.
b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998 or Northern South Island Regional Landbank.				b) Subject to Part 9 of the Ngai Tahu Claims Settlement Act 1998. Schedule 65 of the Act identifies Statutory Acknowledgement for Tutae Putaputa (Conway River) refer SO 7328 Marlborough/SO 19906 Canterbury.
c) Mineral Ownership				c) Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the Kaikoura Purchase (1859) Contained in [provide evidence]: Run 218 and 220 formerly; Run 107A and 117 “Unoccupied Crown Land, Part Richmond-Dale, Pass, Langridge and Barefells Runs”. MB46/152 (1941) and MB46/153 (1939) under the Land Act 1924 are the earliest recorded lease/licence available in the Land Titles Office and Section 1 SO 4368; reserve for rabbit board (NZ gazette 1960 page 651) revocation of reservation by NZ gazette 1982 page 2026, after the Nelson Waste Lands Regulations 1856 (Nelson Provincial Gazette 1856 page 11) and subsequent Marlborough Waste Lands Regulations Amendment Act 1863.
d) Other Info				d) N/A

ATTACHMENT 1:

Recent copy of lease document MB 46/198.



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



Historical Search Copy

R. W. Muir
Registrar-General
of Land

Identifier MB46/198
Land Registration District Marlborough
Date Registered 01 March 1960 12:00 am

Prior References
MB46/151 MB46/152 MB46/153

Type	Lease under s83 Land Act 1948		
Area	31304.4295 hectares more or less	Term	Thirty three years commencing on the first day of July 1960 and renewed for 33 years commencing on 1 July 1993

Legal Description Run 218,219,220 and Section 1 Block VII
Upcot Survey District

Original Proprietors
The Muller Station Limited

Interests

- 32933 Surrender of the within Lease as to Run 219 containing 7850 acres (=3176.7823 ha.) - 28.5.1960 at 10.40 am
- 45509 Variation of the covenants of the within lease - 20.8.1965 at 10.40 am
- 101010 Mortgage to The Rural Banking and Finance Corporation - 20.11.1980 at 9.26 am
- 168367 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 10.5.1993 at 9.16 am
- 170453 Variation of terms renewing the within lease for 33 years commencing on 1 July 1993 - 23.9.1993 at 9.55 am

Issued under Revenue of (or in Exchange for) Leases registered in Vol. 45 fol. 151
 45 152
 46 153

NEW ZEALAND

MARLBOROUGH
 LAND DISTRICT

LAND & DEEDS
Number 121
From 1924
To 1 MAR 1960
Time 12 30
Fee 1 15
Abstract No. 1 2 3

Registered in the LAND REGISTRY OFFICE
 not under the LAND TRANSFER ACT.
 (L. and S. B.—4—4)
 the Register-book, Vol. 46 fol. 198.
 first day of March
 1960
 L. J. R. H. S. J.
 Land Registrar

Pastoral Lease of Pastoral Land under the Land Act, 1948

No. 7.21

This Deed, made the first day of March
 between His Majesty THE KING (who, with his heirs and successors, is hereinafter referred to as "the lessor"), of the one part, and Ian Tazman Van Arsch (hereinafter referred to as "the lessee"), of the other part, and Ian Tazman Van Arsch, Sheepfarmer (also, with his executors, administrators, and permitted assignees, is hereinafter referred to as "the lessee"), of the other part, WITNESSETH that, in consideration of the rent hereinafter recited, and of the covenants, conditions, and agreements herein contained or implied and on the part of the lessor to be paid, observed, and performed, the lessor doth hereby demise and lease unto the lessee: All those parts or parcels of land containing by admeasurement seventy-seven thousand three hundred and sixty-two acres, a little more or less, made and

*See 1 Block VI
 U Plan 37
 Block 1/19
 13225*

situated in the Land District of Marlborough and being... and being... of the one part, and Ian Tazman Van Arsch, Sheepfarmer (also, with his executors, administrators, and permitted assignees, is hereinafter referred to as "the lessee"), of the other part, WITNESSETH that, in consideration of the rent hereinafter recited, and of the covenants, conditions, and agreements herein contained or implied and on the part of the lessor to be paid, observed, and performed, the lessor doth hereby demise and lease unto the lessee: All those parts or parcels of land containing by admeasurement seventy-seven thousand three hundred and sixty-two acres, a little more or less, made and

one thousand nine hundred and sixty-two acres, a little more or less, made and... together with the right, easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the lessor for the term of thirty-three years, commencing on the first day of July one thousand nine hundred and sixty-two, together with the period between the date of this lease and the aforesaid first day of July 1960, 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 Marlborough the clear annual rent of two hundred and sixty-five pounds (£265-0-0) 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 (—) (the receipt of which sum is hereby acknowledged) and thereafter by (—) half-yearly instalments of (—) pounds (—) shillings (—) pence (£—) on the 1st day of January and the 1st day of July in each year in the same manner as aforesaid.

- AND the lessor doth hereby covenant with the lessee as follows, that is to say:
- THAT the lessee will fully and punctually pay the rent hereinafter recited at the times and in the manner hereinbefore named in that behalf; and also will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that now are or hereafter may be assessed, levied, or payable in respect of the said land or any part or parts thereof during the said term.
 - THAT the lessee will within one year after the date of this lease take up his evidence on the said land, and thereafter throughout the term of the lease will reside continuously on the said land.
 - 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 or any part thereof without the previous approval of the Land Settlement Board: Provided that such approval will not be necessary in the case of a mortgage to the Crown or to a Department of State.
 - THAT the lessee will at all times fence the said land diligently and in a husband-like manner according to the rules of good husbandry and will not in any way commit waste.
 - THAT the lessee will throughout the term of his lease to the satisfaction of the Commissioner of Crown Lands for the Land District of Marlborough (hereinafter referred to as "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, 1923.
 - 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 Nuisance Act, 1923.
 - THAT the lessee will clean and clear from weeds and keep open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing therein.
 - THAT the lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
 - THAT the lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the lessee) now or hereafter erected on the said land to their full insurable value in the name of the Commissioner in cover insurance office approved by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit with the Commissioner every such policy and, not later than the forenoon of the day on which any such premium becomes payable, the receipt for that premium.
 - THAT the lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, fell, sell, or remove any timber, tree, or bush growing, standing, or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such timber, tree, or bush unless the Commissioner otherwise approves: Provided that the consent of the Commissioner as aforesaid shall not be necessary where any such timber or tree is required for any agricultural, pastoral, household, manufacturing, or building purposes on the said land nor where the timber or tree has been planted by the lessee.
 - THAT the lessee shall not, except for the purpose of complying with any of the provisions of the Noxious Weeds Act, 1923, burn any tussock, scrub, fern, or grass on the said land to be burned, unless in other cases he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such terms and conditions as the Commissioner may think necessary.
 - 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 determining whether such land or any adjoining land is infected with deer, wild guinea, wild pig, opossum, or other animals which the said Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers and employees in the performance of the said duties shall at all times so conduct themselves as to cause the least disturbance of the lessor's stock.
 - THAT the lessee shall exercise due care in stocking and shall not overstock.

- AND it is hereby agreed and declared by and between the lessor and the lessee:
- THAT the lessee shall have the exclusive right of passage over the said land, but shall have no right to the soil.
 - THAT the lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1915) on or under the surface of the soil of the said land, and all such minerals are reserved to His Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the said land or any adjacent land of the Crown, subject to the payment to the lessor of compensation for all damage done to improvements on the said land belonging to the lessee in the working, extraction, or removal of any such minerals: Provided that there shall be no right of way over, or right to work, extract, or remove any mineral from, any part of the said land which is for the time being under crop or used or situated within the curtilage of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any building: Provided also that the lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, household, manufacturing, or building purposes on the said land, but not otherwise.
 - THAT upon the expiration of those of the term hereby granted and thereafter at the expiration of each succeeding term to be granted to the lessee the outgoing lessee shall have a right to obtain, in accordance with the provisions of section 56 (3) of the Land Act, 1948, a new lease of the land hereby leased at a rent to be determined in the manner prescribed by Part VIII of the said Act for a term of thirty-three years computed from the expiration of the term hereby granted and subject to the same covenants and provisions as this lease, including this present provision for the mineral thereof and all provisions ancillary or in relation thereto.

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(OVER)

46/198

- (4) THAT the Lessee shall have no right of acquiring the freehold of the said land.
 - (5) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary:
 - (a) Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;
 - (b) Drop such area of the said land as is sufficient for the use of himself and family and his employees;
 - (c) Plough and sow in grass any portion of the said land;
 - (d) Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass;
 - (e) 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 clover and grass to the satisfaction of the Commissioner.
- (6) 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 Schedule B below.
- (7) THAT if the Lessee shall leave New Zealand or absent from 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 116 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.
- (8) THAT these covenants 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 herein in the same manner as if such provisions had been fully set out herein.

SCHEDULE A

IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE

NIL.

In witness whereof the Commissioner of Crown Lands for the Land District of Marlborough

on behalf of the Lessee, hath hereunto set his

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

Witness J. D. Smith
Occupation Chief, Lands and Survey Department
Address: Blenheim

[Signature]

Commissioner of Crown Lands.

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

Witness J. D. Smith
Occupation Chief, Lands and Survey Department
Address: Blenheim

[Signature]

Lessee.

SCHEDULE B

- (2) 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 stock depastured on the said land does not exceed 11,000 sheep and 200 head of cattle being an increase of ten per cent 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.

The District Land Registrar,
BLENHEIM.

Please bring down Mortgage No. 16707 on this lease which is in substitution for Pastoral Run Licences registered as Volume 46 folios 151, 152 and 153.

[Signature]

Lessee

16707 Mortgage produced 2/11/1961 at 11.35

32733, Surrender of the within Lease made Run 21 containing 7,150 acres being Blocks 7 D & 21 of the Land Survey District and Block 10 of the Shallow Survey District produced 23.6.1960 at 11.40 am

Variation of Mortgage 16707 produced 3/5/1961 at 11.12 am

34869 Transfer of Mortgage 16707 to Margaret Helen Van Arck John Roger Baldwin and Peter Colin Marshall produced 3/5/1961 at 11.14 am

45509 Variation of Lease - variation of the covenants of within lease produced 20.8.1965 at 10.40 am

46104 Transfer to the Shallow Survey District of the Shallow Survey produced 27/10/1965 at 9.00 am

46105 discharged to the Rural Banking and Finance Corporation produced 21/10/1965 at 10.17 am

[Signatures]

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101010 Mortgage to the Rural Banking and Finance Corporation.-20.11.1980 at 9.260 c

111220 Mortgage to the Rural Banking and Finance Corporation.-10.11.1982 at 9.310 c

113228 Certificate under Section 113 Land Act 1948 incorporating Section 113 Block VII Upcot Survey District in the (OVER) the within lease - 15.4.1983 at 2.11 o/c.



A.L.R.

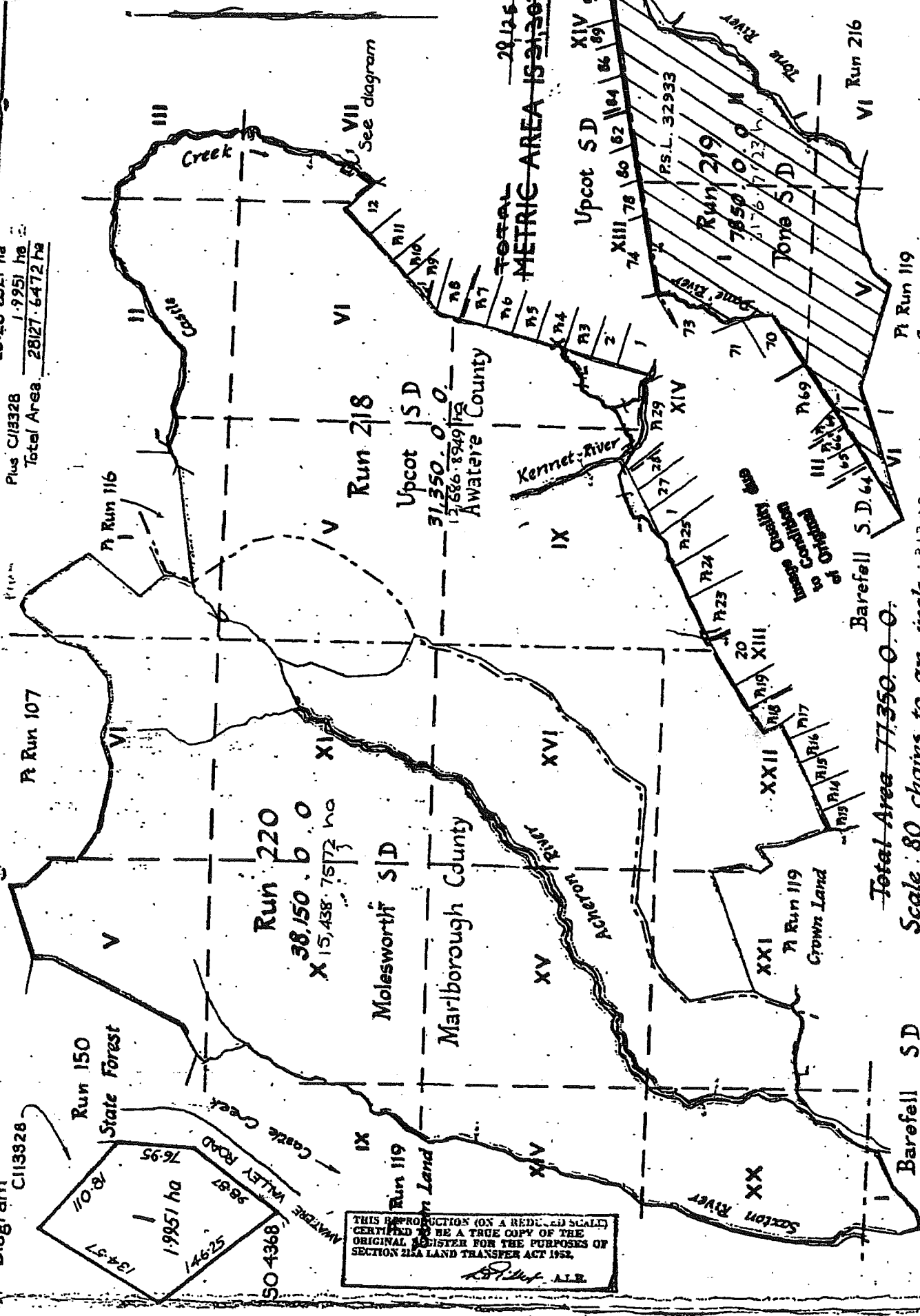
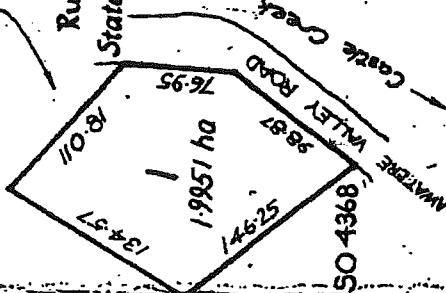
A.L.R.

A.L.R.

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31302.1344 ha
 Less P.S.L. 32933 3176.7823 ha
 28125.6521 ha
 Plus C113328 1.9951 ha
 Total Area 28127.6472 ha

Diagram C113328



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 ORIGINAL REGISTER FOR THE PURPOSES OF
 SECTION 215A LAND TRANSFER ACT 1952.
 R.P. JONES A.L.B.

TOTAL METRIC AREA 1521302.4344 ha
 29125.6521 ha

Total Area 77350.0.0.
 Scale: 80 chains to an inch

Pt Run 119
 Crown Land

Barefell S.D

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168367 Land Improvement Agreement under
Section 30A Soil Conservation and Rivers
Control Act 1941.-10.5.1993 at 9.160'c

[Signature]
A.L.R..

170453 Variation of terms renewing the
within lease for 33 years commencing on 1
July 1993.-23.9.1993 at 9.550'c

[Signature]
A.L.R..