

## **Crown Pastoral Land Tenure Review**

**Lease name : OBELISK**

**Lease number : PO 264**

### **Due Diligence Report (including Status Report) - Part 7**

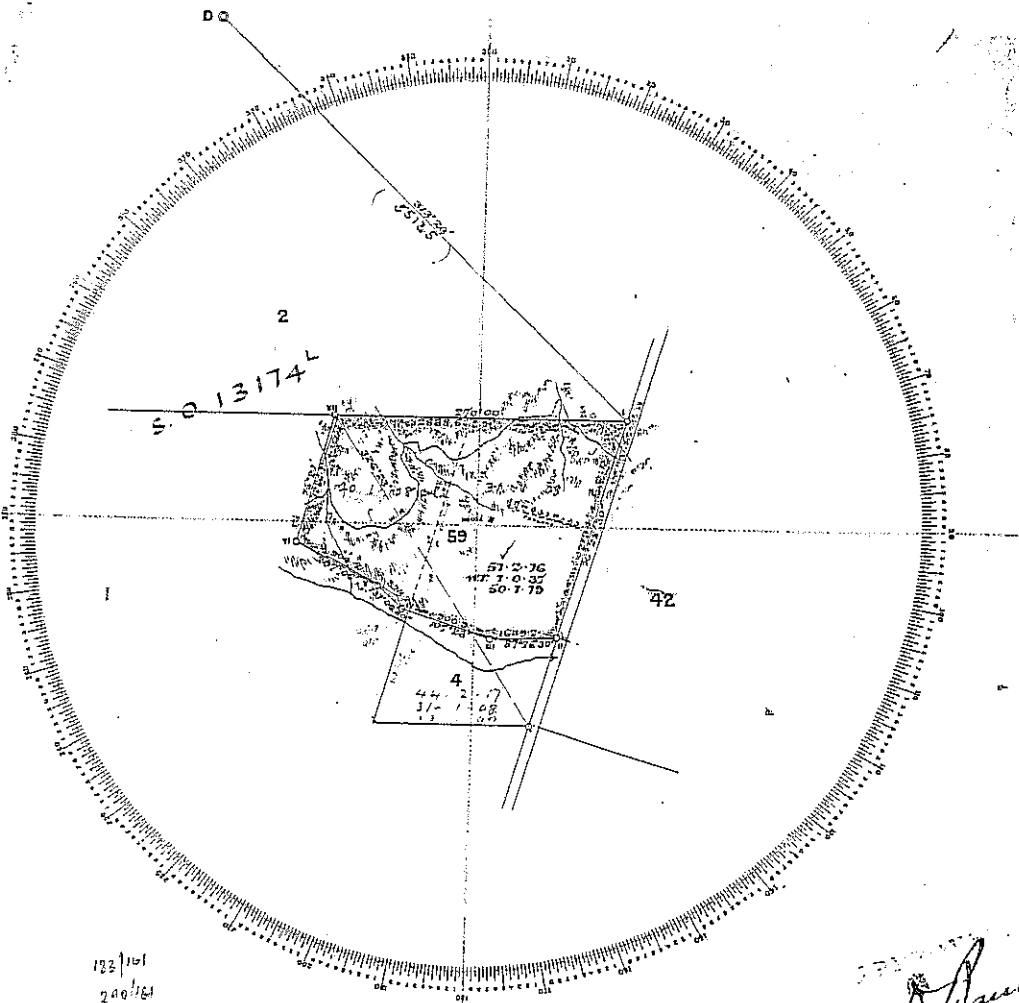
This report and attachments results from a pre-Tenure Review assessment of the pastoral lease for the purpose of confirming land available for Tenure Review and any issues, rights or obligations attaching to it. The information is gathered from files and other sources available to the LINZ contractor.

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.

**July 09**

23 JAN 1902  
DUNEDIN



On Land Office map &  
Ch. of Rec. 201 p  
2500 2570 p  
Measured  
1902  
on County map  
27 1902

122 101  
240 161  
A 21 18 15

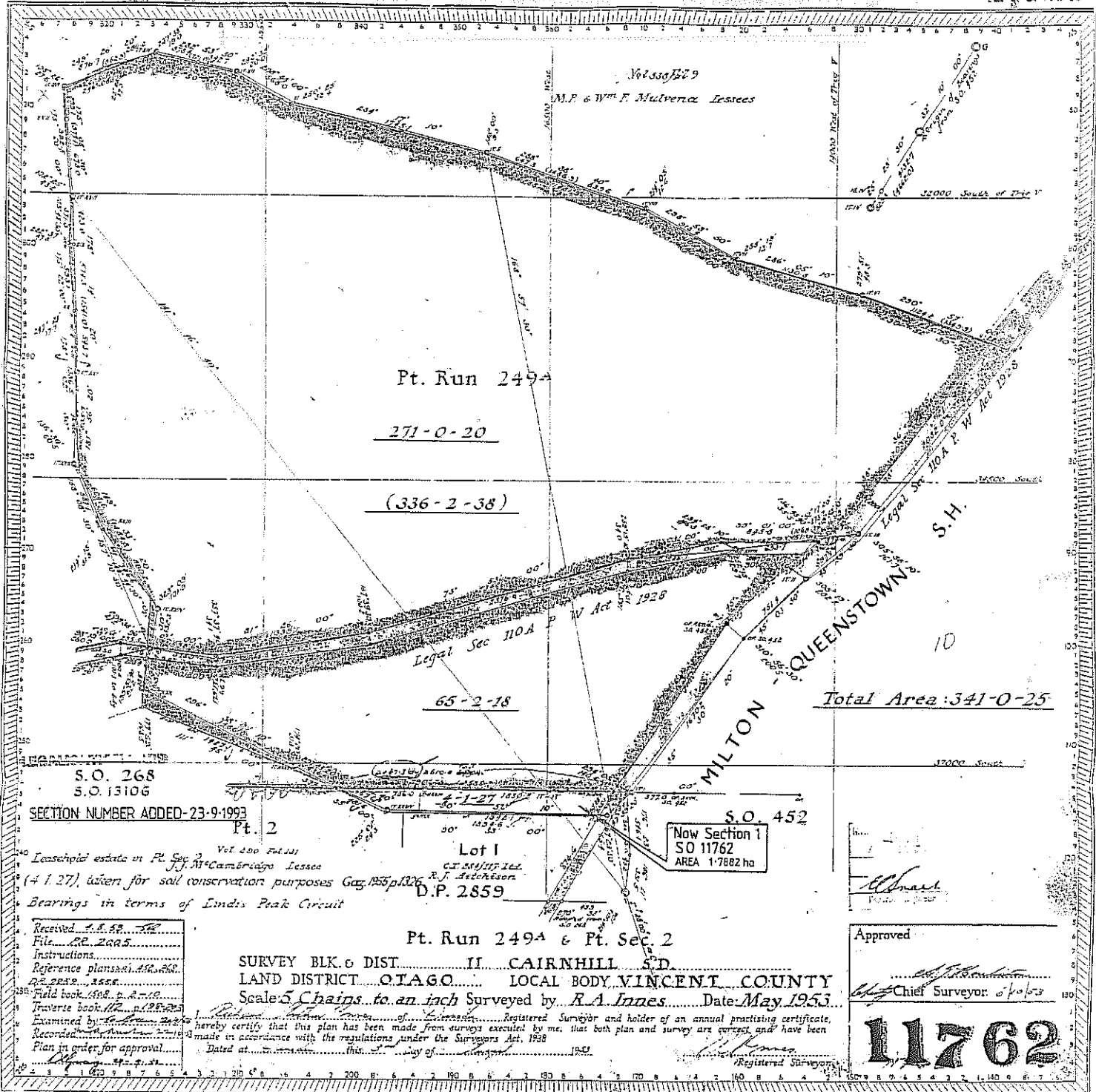
*J. R. Wilson*  
27.2.1902  
(J. R. Wilson 2278)

LAND AND SURVEY OFFICE  
28 FEB 1902  
DUNEDIN

Field Sketch of Section 59  
Occ. Lease for Patrick Butler  
Block II Cairn Hill District  
Surveyed by *J. R. Wilson* District Surveyor.  
Field-book No 37 Page 27  
Date November 1901  
Scale 70 Chains to an Inch

NOTE Measured lines to be drawn in red, observed bearings in blue. Measured lines in black, observed bearings in blue. The figures also being in red, black and blue. Draw a red circle round each peg, a double red circle round each trig station. Remarks to be noted on back hereof.

3548



S.O. 268  
S.O. 13106  
SECTION NUMBER ADDED-23-9-1993

Pt 2  
Lenses' estate in Pt. Sec. 2 Vol. 200 Fol. 111  
J.P. McCambridge Lessee  
(4.1.27) taken for soil conservation purposes Gaz. 1955 p. 1326  
Bearings in terms of Linds Peak Circuit

- Received *P. A. 52*
- File *RL 2005*
- Instructions
- Reference plans *110A, 110B, 110C, 110D, 110E, 110F, 110G, 110H, 110I, 110J, 110K, 110L, 110M, 110N, 110O, 110P, 110Q, 110R, 110S, 110T, 110U, 110V, 110W, 110X, 110Y, 110Z*
- Field book *110A, 110B, 110C, 110D, 110E, 110F, 110G, 110H, 110I, 110J, 110K, 110L, 110M, 110N, 110O, 110P, 110Q, 110R, 110S, 110T, 110U, 110V, 110W, 110X, 110Y, 110Z*
- Traverse book *110A, 110B, 110C, 110D, 110E, 110F, 110G, 110H, 110I, 110J, 110K, 110L, 110M, 110N, 110O, 110P, 110Q, 110R, 110S, 110T, 110U, 110V, 110W, 110X, 110Y, 110Z*
- Examined by *R. A. Innes*
- Recorded by *R. A. Innes*
- Plan in order for approval

Lot 1  
Ct. 110A/110B  
R. J. Atkinson  
D.P. 2859

S.O. 452  
Now Section 1  
SO 11762  
AREA 1.7882 ha

Pt. Run 249A & Pt. Sec. 2  
SURVEY BLK. 6 DIST. II CAIRNHILL S.D.  
LAND DISTRICT OIA.G.O. LOCAL BODY VINCENT COUNTY  
Scale 5 Chains to an inch Surveyed by R.A. Innes Date May 1953

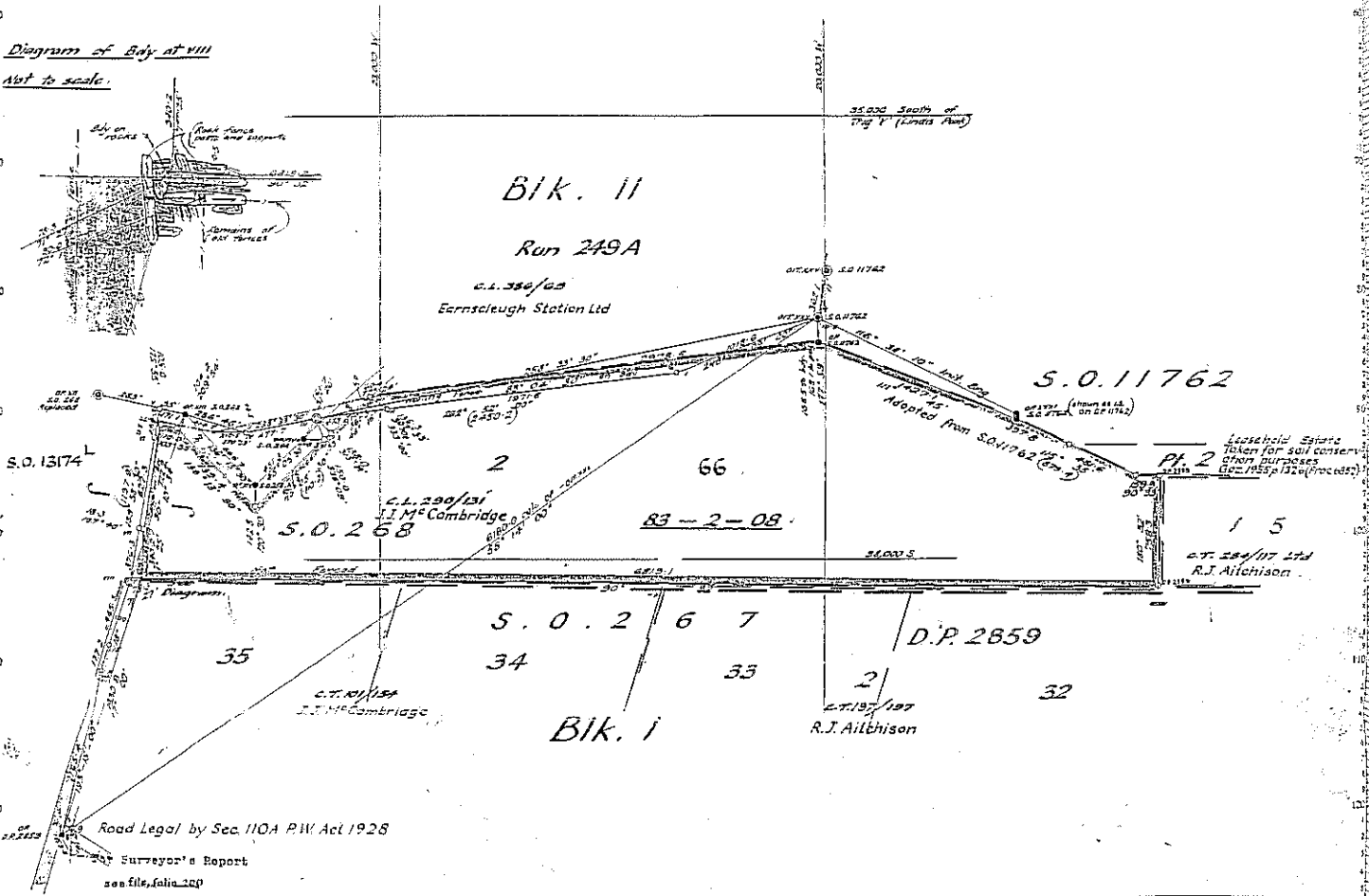
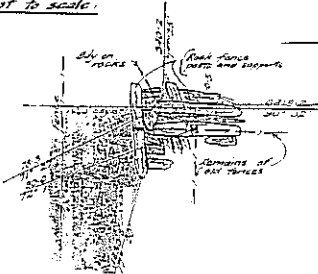
Registered Surveyor and holder of an annual practising certificate,  
hereby certify that this plan has been made from surveys executed by me, that both plan and survey are correct and have been  
made in accordance with the regulations under the Surveyors Act, 1938  
Dated at this day of 1953

Approved  
Chief Surveyor

**11762**

Diagram of Bdy. at VIII

Not to scale



Received 18.11.61  
 File S.G.R. 1227  
 Instructions  
 Reference Plans A.C. 1554, 245, 246, 11762, D.P. 2859  
 Field book 1678, p. 34  
 Traverse book 140, p. 162-165  
 Examined by E. Lopez, 20/11/61  
 Recorded by E. Lopez, 20/11/61  
 Plan in this for approval  
 E. Lopez, 5/12/61

**Plan of Sec. 66**  
 formerly Pt. Sec. 2  
 Survey Block & District Blk. II, Cairnhill S.D.  
 Land District Otago Local Body Vincent County Council  
 Scale 5 chains to an inch Surveyed by E.G. McGeorge Date October 1961  
 I, E.G. McGeorge of Alexandra Registered Surveyor and holder of an annual practicing certificate, hereby certify that this plan has been made from surveys executed by me that both plan and survey are correct and have been made in accordance with the regulations under the Surveyors Act, 1938  
 Dated at Alexandra this 9th day of November 1961  
E.G. McGeorge  
 Registered Surveyor

Approved \_\_\_\_\_  
E.G. McGeorge  
 Chief Surveyor 6/12/61  
 Tax fees received for this plan  
**13106**

Road Legal by Sec. 110A P.W. Act 1928

Surveyor's Report  
 see file, folio 209

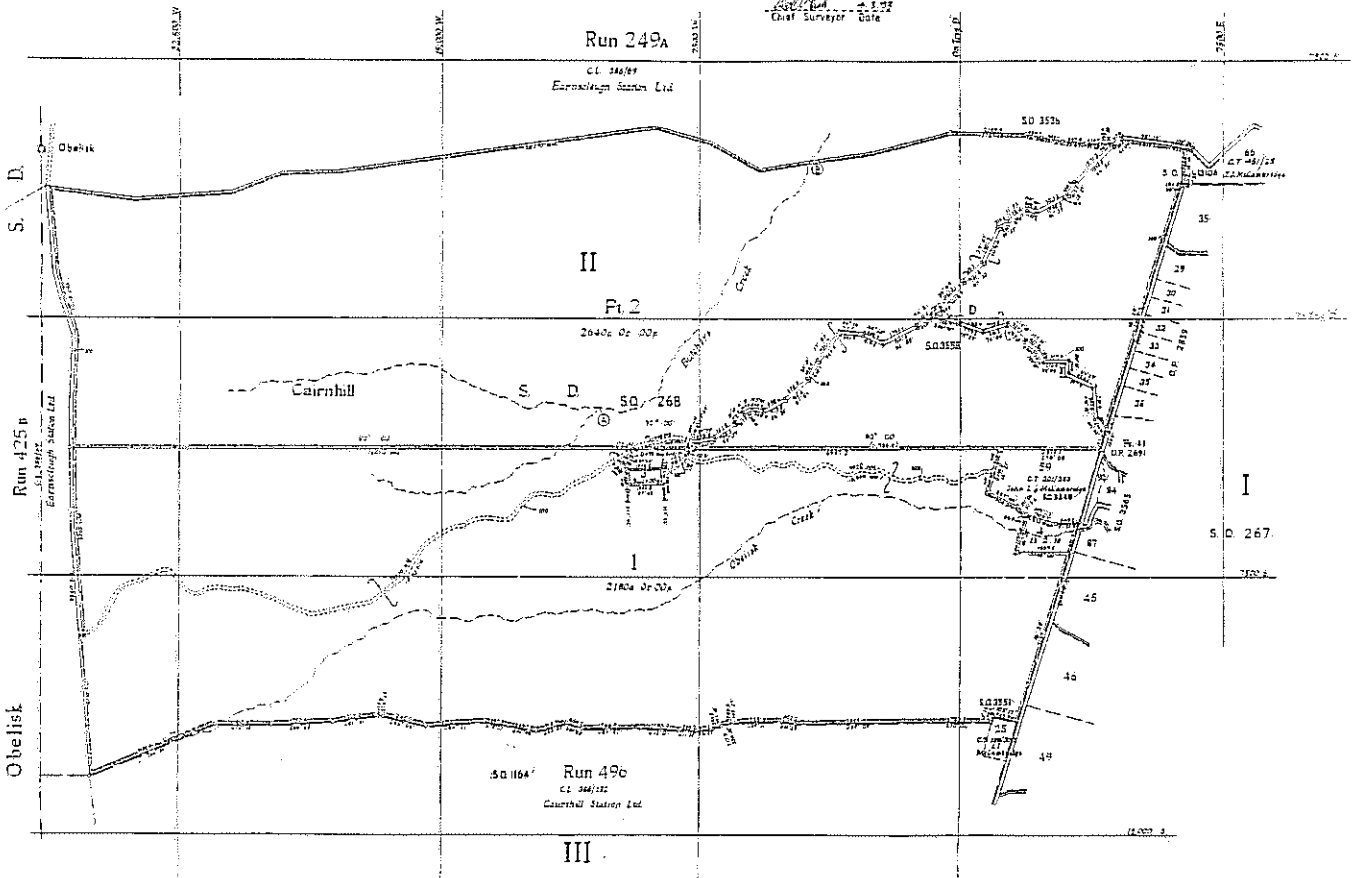
13174

13174

Shown	Lease	Description	Waterway	Subject to Sec.	Effective Date
(2)-(3)	P 264	Pt Sec 2	Butchers Creek	249A & 249F	1-7-1994

Note: Under Sec 24(F) the bed of the stream remains in Crown ownership

*[Signature]*  
Chief Surveyor Date



Total Area : 4838a 3r 18p

**LEGALIZATION AND**

All Roads coloured brown unless  
legal by Sec 112a P.W Act 1928

13174

Received.....
File.....
Instructions.....
Reference Plans.....
Notes.....
Field Book.....
Previous Plans.....
Examined by.....
Recorded.....
Plan in order for approval.....
.....

Secs 1, 3 & 4 & Pt. Sec. 2

Blk. II Cairnhill S.D.

Otago Land District

Local Body : Vincent County

Scale : 15 chains to an inch. Compiled March 1962.

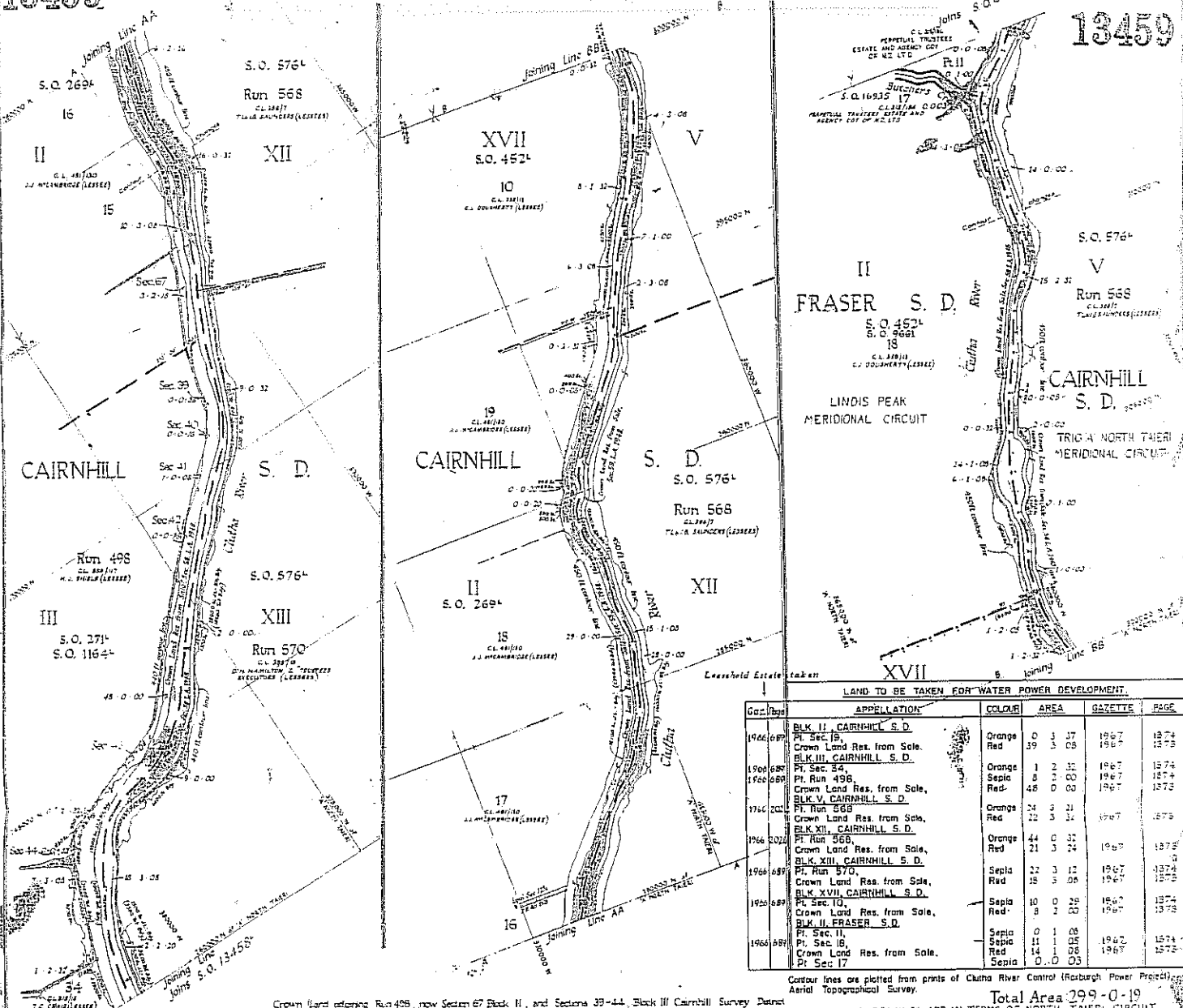
Approved as a compilation for  
Pastoral Lease purposes

*[Signature]*  
Chief Surveyor

13174

13459

13459



Gazette	APPELLATION	COLOR	AREA	GAZETTE	PAGE
1946 687	BLK II, CAIRNHILL S. D.	Orange	0 1 37	1947	1574
	Pt. Sec. 19,	Red	19 1 08	1947	1575
	Crown Land Res. from Sale,				
	BLK III, CAIRNHILL S. D.	Orange	1 2 32	1947	1574
1946 687	Pt. Sec. 34,	Sepia	8 2 00	1947	1574
1946 689	Pt. Run 498,	Red	46 0 00	1947	1574
	Crown Land Res. from Sale,				
	BLK V, CAIRNHILL S. D.	Orange	24 3 21	1947	1575
1946 689	Pt. Run 568,	Red	22 3 34	1947	1575
	Crown Land Res. from Sale,				
	BLK XII, CAIRNHILL S. D.	Orange	44 0 32	1947	1575
1946 689	Pt. Run 568,	Red	21 3 24	1947	1575
	Crown Land Res. from Sale,				
	BLK XIII, CAIRNHILL S. D.	Sepia	22 3 12	1947	1574
1946 689	Pt. Run 570,	Red	18 5 08	1947	1575
	Crown Land Res. from Sale,				
	BLK XVII, CAIRNHILL S. D.	Sepia	10 0 28	1947	1574
1946 689	Pt. Sec. 10,	Red	8 2 20	1947	1575
	Crown Land Res. from Sale,				
	BLK II, FRASER S. D.	Sepia	0 1 08	1947	1574
1946 689	Pt. Sec. 11,	Red	11 1 08	1947	1574
	Crown Land Res. from Sale,				
	Pt. Sec. 16,	Red	14 1 08	1947	1575
	Pt. Sec. 17,	Sepia	0 0 03	1947	1575

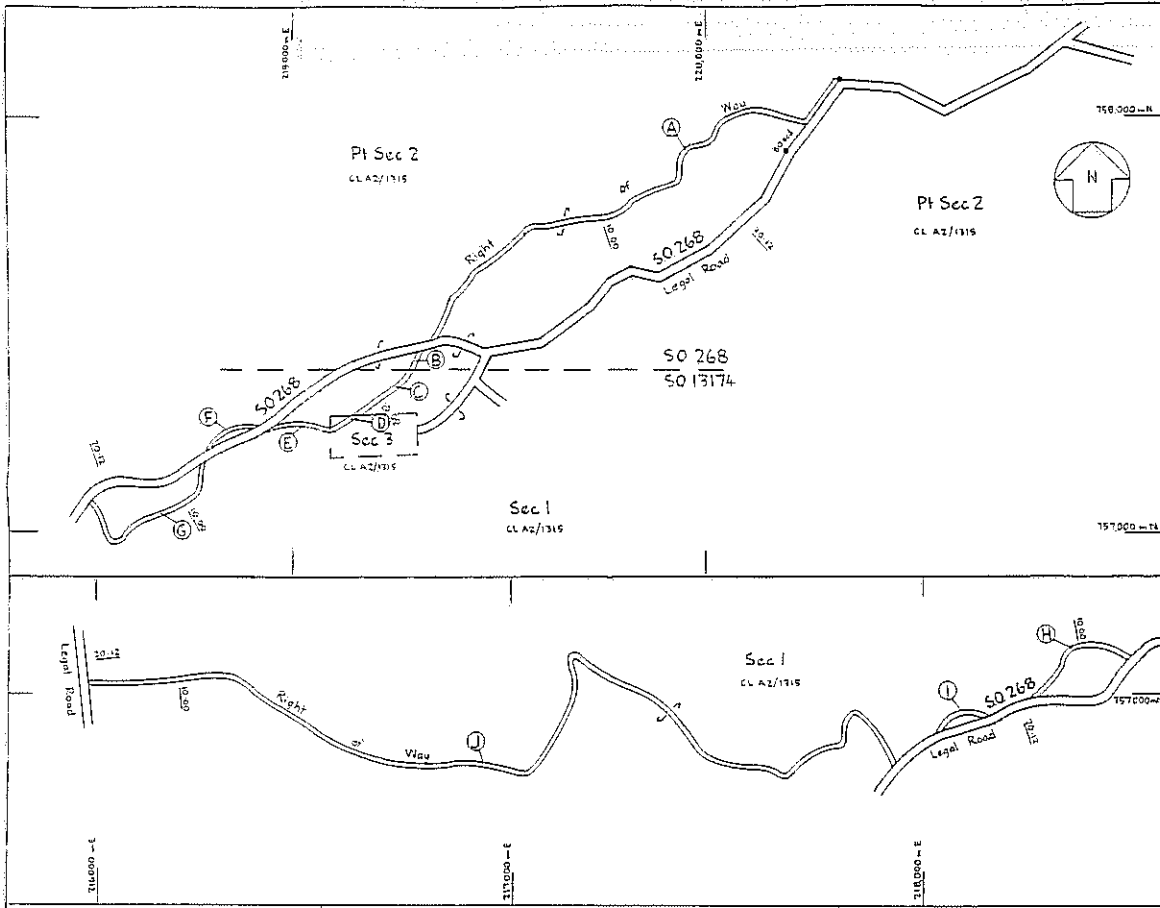
Crown Land referring Run 498, now Section 67 Block II, and Sections 39-44, Block III Cairnhill Survey District  
 PLAN OF LAND TO BE TAKEN FOR WATER POWER DEVELOPMENT  
 BLOCKS II, III, V, XII, XIII, and XVII, CAIRNHILL S. D. and BLOCK II, FRASER S. D.  
 OTAGO LAND DISTRICT VINCENT COUNTY  
 SCALE = 10 CHAINS TO AN INCH.  
 COMPILED IN SURVEY OFFICE NOVEMBER 1963

Received 24.1.1964  
 File 15/4  
 Instructions  
 Reference Plans 54, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100  
 Field Book  
 Traverse Book  
 Examined by  
 Recorded by  
 Plan in order for approval

13459

13459

Approved as a Compilation  
 Chief Surveyor  
 17/1/64



750,000 - N  
120,000 - E  
157,000 - N  
157,000 - E

Optional Easements		
Purpose	Servient Tenement Shown	Dominant Tenement
Right of Way	A	Pt Sec 2
	B	Sec 3
	C D E F G H I J	Sec 1
		Sec 3

Datum: Geodetic 1949  
North Tairāhiti Meridional Circuit  
Coordinates from false origin  
700,000 - N, 300,000 - E

Total Area  
Comprised in CL A2/1315

I, George Alexander Elder, of the Dominion of New Zealand, Registrar of Deeds, do hereby certify that this plan has been made from surveys made by me or under my direction, that both said and Survey are correct and have been made in accordance with the regulations under the Surveyors Act 1968.

Dated at Auckland this 24th day of August 1979. Signature: *[Signature]*

Field Book 2187 p. 40-54. Traverse Book 219 p. 133  
Reference Plans S.O. 288, 1901, 3558, 1912 & 19475

Examined: *[Signature]*  
Approved as to Survey: *[Signature]*  
18.11.1979 Chief Surveyor

Deposited this \_\_\_\_\_ day of \_\_\_\_\_ 1979

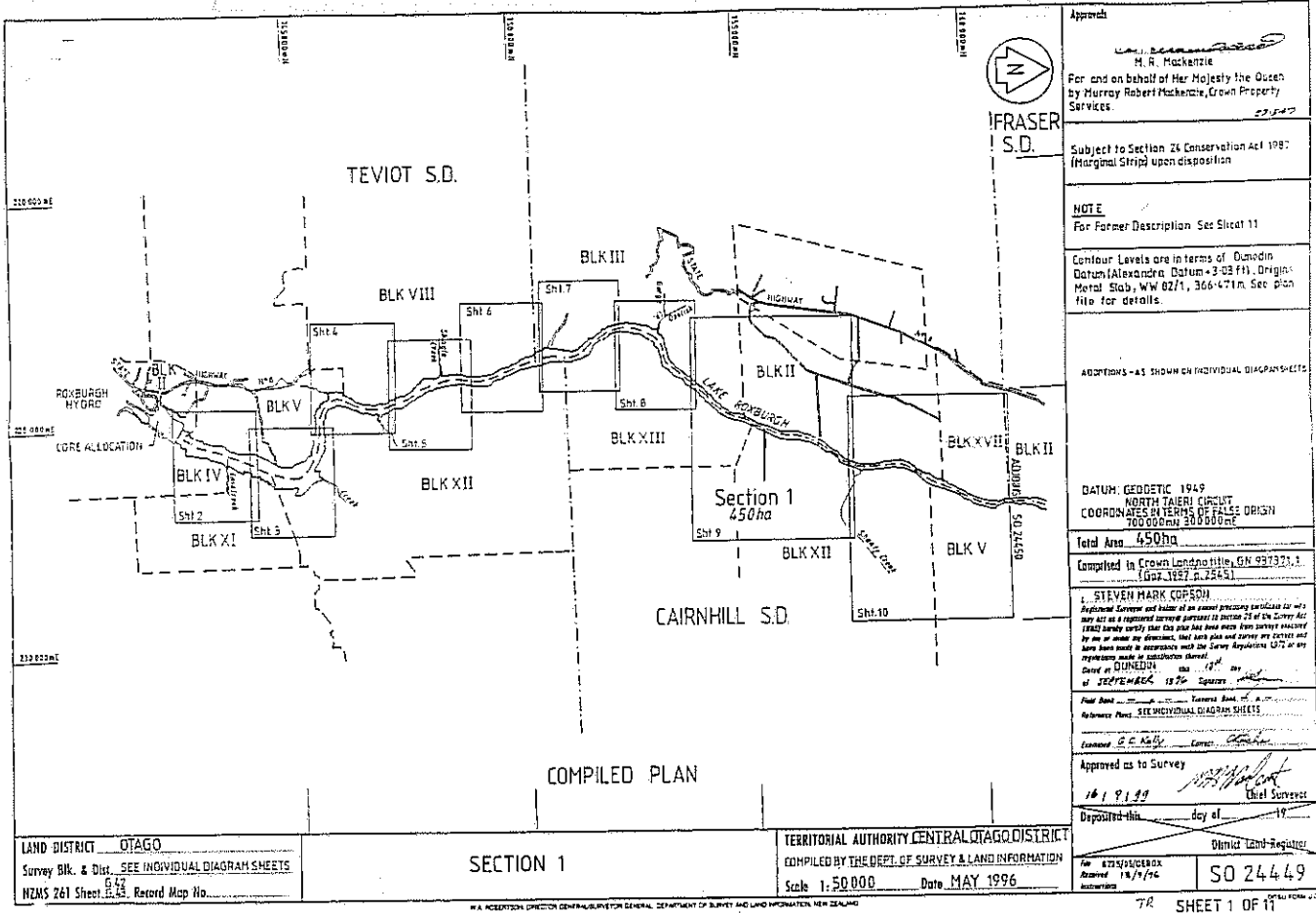
LAND DISTRICT Otago  
SURVEY BLK. & DIST. 11, Cairnhill S.D.  
NZMS 261 SHEET NO. G.42

**Plan of Easements  
over Secs 1 & 3 and Pt Sec 2**

LOCAL AUTHORITY Vincet County  
Surveyed by McGeorge & Elder  
Scale 1:6000 Date April 1979

File D.336  
Received 26-8-79  
District Land Registrar  
**SO 19975**

Following Survey (Form 2) must be attached to every Survey



Approved  
*[Signature]*  
 M. R. Mackenzie  
 For and on behalf of Her Majesty the Queen  
 by Murray Robert Mackenzie, Crown Property  
 Services.

Subject to Section 24 Conservation Act 1987  
 (Marginal Strip) upon disposition

**NOTE**  
 For Former Description See Sheet 11

Contour Levels are in terms of Otago  
 Datum (Alexandra Datum) + 3.03 ft. Original  
 Vertical Staff, W.M. 0271, 366471m. See plan  
 file for details.

ADJUSTMENTS - AS SHOWN ON INDIVIDUAL DIAGRAM SHEETS

DATUM: GEODETIC 1949  
 NORTH TAIERI CURVE  
 COORDINATES IN TERMS OF FALSE ORIGIN  
 700 000 000N 300 000 000E

Total Area 450ha

Compiled in Crown Landpost Office, GN 937323.1  
 (GN 9387.0.2545)

**STEVEN MARK COPESON**  
 Registered Surveyor and holder of an annual practicing certificate for and  
 who act as a registered surveyor pursuant to section 23 of the Survey Act  
 1982 hereby certify that this plan and book were prepared and  
 by me or under my direction, that this plan and survey are correct and  
 have been made in accordance with the Survey Regulations 1977 or any  
 regulations made in substitution thereof.  
 Dated at DUNEDIN this 18th day  
 of SEPTEMBER 1996

Field Book \_\_\_\_\_ Transcribed Book \_\_\_\_\_  
 Reference Plans: SEE INDIVIDUAL DIAGRAM SHEETS

Examined *[Signature]* Correct *[Signature]*  
 Approved as to Survey  
 18 1 91 99 Chief Surveyor  
 Deposited this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
 District Land Registrar

For REGISTRATION  
 Received 18/9/96  
 SO 24449

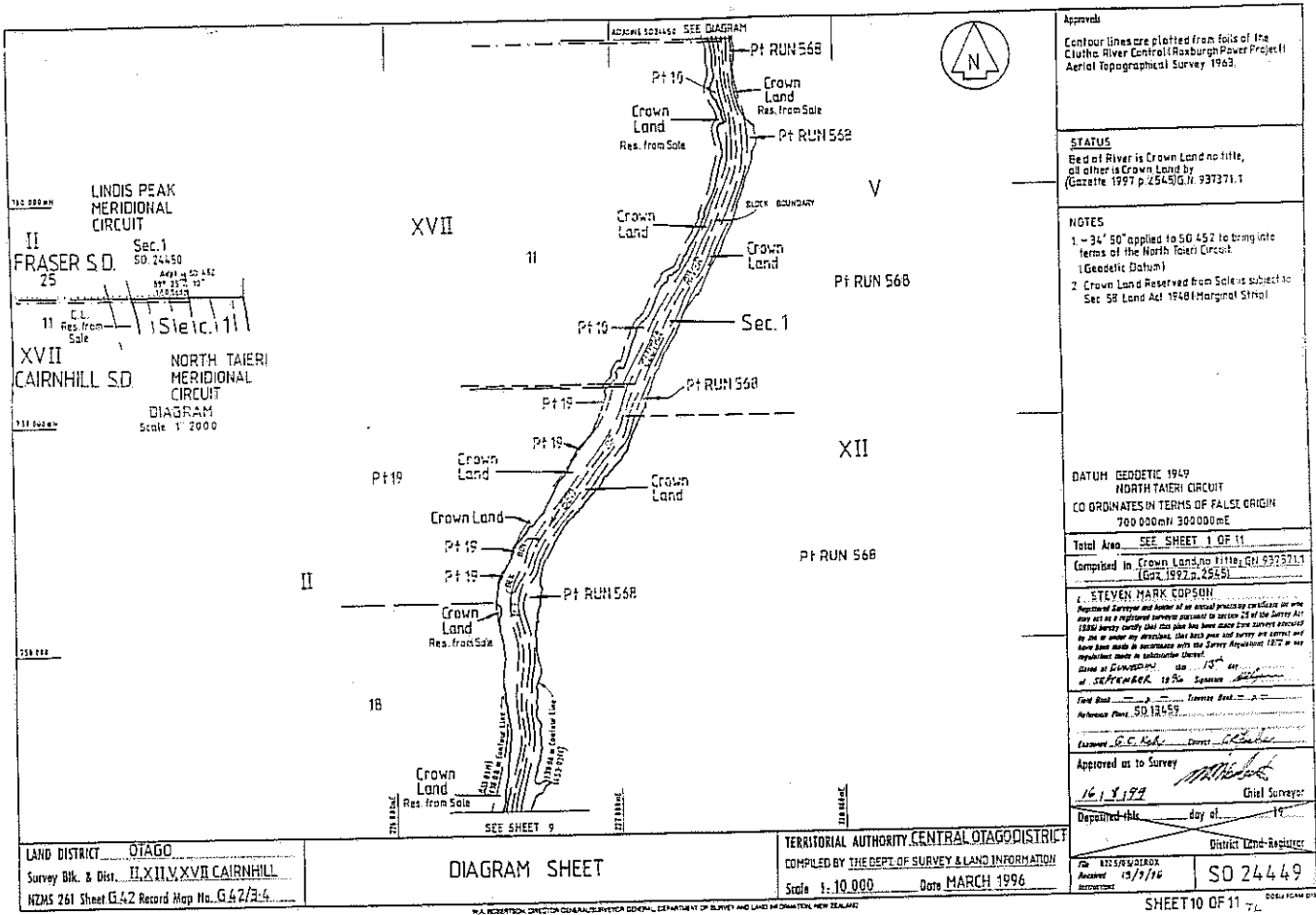
LAND DISTRICT OTAGO  
 Survey Blk. & Dist. SEE INDIVIDUAL DIAGRAM SHEETS  
 NZMS 261 Sheet 1:43 Retard Map No.

**SECTION 1**

TERRITORIAL AUTHORITY CENTRAL OTAGO DISTRICT  
 COMPILED BY THE DEPT. OF SURVEY & LAND INFORMATION  
 Scale 1:50 000 Date MAY 1996

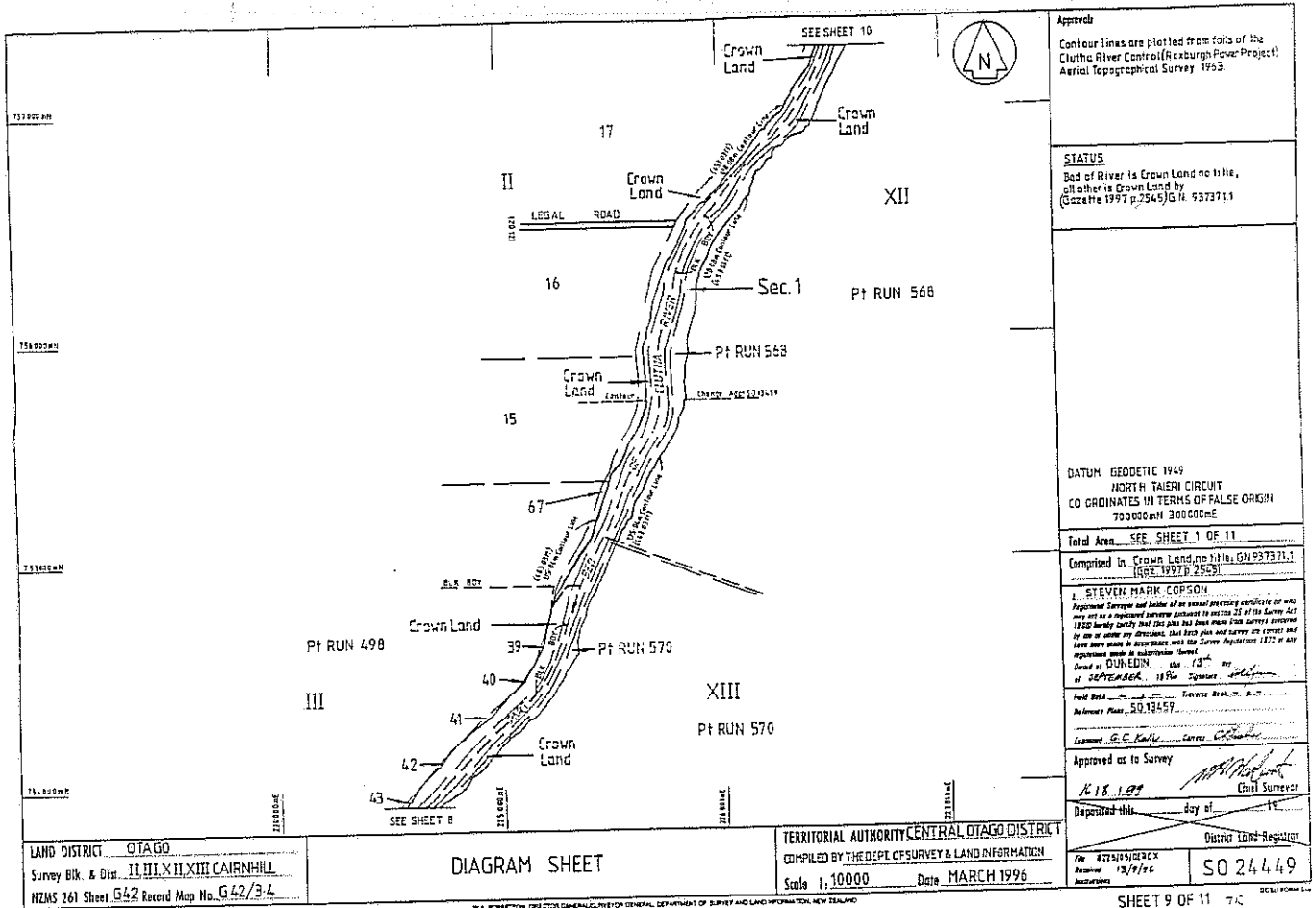
MAP INFORMATION DIRECTOR GENERAL DEPARTMENT OF SURVEY AND LAND INFORMATION NEW ZEALAND





<p>Approvals</p> <p>Contour lines are plotted from foils of the Clutha River Central (Haarburgh Power Project) Aerial Topographical Survey 1963.</p>
<p><b>STATUS</b></p> <p>Bed of River is Crown Land no title, all other is Crown Land by (Gazette 1997 p.2545/G.N. 937371.1)</p>
<p><b>NOTES</b></p> <p>1 - 34' 50" applied to SO 452 to bring into terms of the North Taieri Circuit (Geodetic Datum)</p> <p>2 Crown Land Reserved from Sale is subject to Sec. 58 Land Act 1948 (Marginal Strips)</p>
<p>DATUM GEODETIC 1949 NORTH TAIERI CIRCUIT</p> <p>CO ORDINATES IN TERMS OF FALSE ORIGIN 700 000mE 300 000mS</p>
<p>Total Area SEE SHEET 1 OF 11</p> <p>Comprised in Crown Land no title G.N. 937371.1 (Gaz. 1997 p. 2545)</p>
<p><b>STEVEN MARK COPSON</b> Registered Surveyor and holder of an aerial photography certificate in New Zealand is a registered surveyor pursuant to section 21 of the Survey Act 1976. He hereby certifies that this plan has been made from surveys executed by him or under his direction, that such plans and surveys are correct and have been made in accordance with the Survey Regulations 1977 or any regulations made in substitution thereof.</p> <p>Dated at Dunedin this 15th day of MARCH 1996 Signed <i>[Signature]</i></p> <p>Field Book _____ Traverse Book _____</p> <p>Reference Plane SO 12459</p>
<p>Examined G.C. ASHLEY Correct G.C. ASHLEY</p> <p>Approved as to Survey 16.1.999 Chief Surveyor <i>[Signature]</i></p> <p>Deposited this _____ day of _____ 19____</p> <p align="right">District Land Registrar</p>
<p>LAND DISTRICT OTAGO</p> <p>Survey Blk. &amp; Dist. <u>XII, XVII, CAIRNHILL</u></p> <p>NZMS 261 Sheet G.42 Record Map No. <u>G.42/3.4</u></p>
<p align="center"><b>DIAGRAM SHEET</b></p> <p align="center">SEE SHEET 9</p>
<p>TERRITORIAL AUTHORITY CENTRAL OTAGO DISTRICT</p> <p>COMPILED BY THE DEPT. OF SURVEY &amp; LAND INFORMATION</p> <p>Scale 1:10,000 Date MARCH 1996</p>
<p>SO 24449</p> <p align="right">SHEET 10 OF 11</p>

N.Z. ROBERTSON, DIRECTOR GENERAL, SURVEYOR GENERAL, DEPARTMENT OF SURVEY AND LAND INFORMATION, NEW ZEALAND



Approve  
 Contour lines are plotted from foils of the Clutha River Control (Roxburgh Power Project) Aerial Topographical Survey 1955.

**STATUS**  
 Bed of River is Crown Land no title, all other is Crown Land by (Gazette 1997 p.2545) G.I. 93731.1

DATUM GEODETIC 1949  
 NORTH TAHERI CIRCUIT  
 CO ORDINATES IN TERMS OF FALSE ORIGIN  
 700000M 300000M

Total Area SEE SHEET 1 OF 11

Comprised in Crown Land no title: GN 93731.1 (SEE 1997 P 2545)

**STEVEN MARK COPSON**  
 Registered Surveyor and holder of an annual practicing certificate on and only act as a registered surveyor pursuant to section 22 of the Survey Act 1950 hereby certify that this plan and book have been surveyed by me or under my direction, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.  
 Dated at DUNEDIN on 13<sup>th</sup> day of SEPTEMBER, 1996 Signature *Steven Mark Copson*  
 Field Book \_\_\_\_\_ Traverse Book \_\_\_\_\_  
 Reference Plans: 5019459

Examined *S.C. Kelly* Surveyor *S. Kelly*  
 Approved as to Survey  
 16.18.1996 *Neil Mackenzie* Chief Surveyor  
 Deposited this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
 District Land Registrar

File # 473193/0303  
 Received 13/9/96  
 Accruals SO 24449

LAND DISTRICT OTAGO  
 Survey Blk. & Dist. II, III, XII, XIII CAIRNHILL  
 NZMS 261 Sheet G42 Record Map No. G42/3-4

**DIAGRAM SHEET**

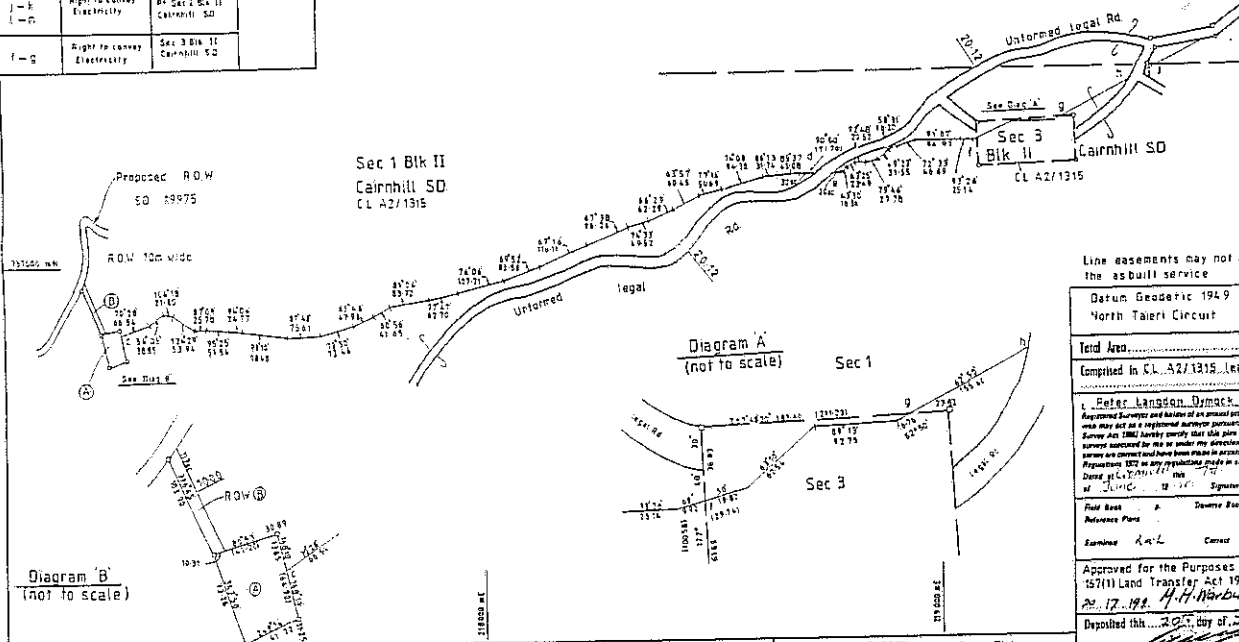
TERRITORIAL AUTHORITY CENTRAL OTAGO DISTRICT  
 COMPILED BY THE DEPT OF SURVEY & LAND INFORMATION  
 Scale 1:10000 Date MARCH 1996

Schedule of Easements in Gross			
Shown	Purpose	Serv Ten	Grantee
(A)	Right to occupy for various purposes	Sec 1 Blk II Cairnhill SD	Central
(B)	ROW	Sec 2 Blk II Cairnhill SD	Electric
(C)	Right to convey Electricity		Lic
(D)	Right to convey Electricity	Sec 3 Blk II Cairnhill SD	
(E)	Right to convey Electricity	Sec 3 Blk II Cairnhill SD	



Approved pursuant to Sec 348 of the Local Government Act 1974, in the right of Wm. Angus Pearson this 17<sup>th</sup> day of Dec 1998  
 The Chairman of the Central Otago District Council is signed hereon in the presence of  
 \_\_\_\_\_ Mayor  
 \_\_\_\_\_

Pt Sec 2 Blk II  
 Cairnhill SD  
 CL A2/1315



Line easements may not follow the as-built service

Datum Geodetic 1949  
 North Tairāri Circuit

Toid Area  
 Comprised in CL A2/1315 (lease only)

**Peter Langdon Dymock**  
 Registered Surveyor and holder of an annual practicing certificate for and who has an registered surveyor pursuant to section 28 of the Survey Act 1981 hereby certify that this plan has been made from surveys conducted by me or under my direction, that both plans and specimens are correct and have been made in accordance with the Survey Regulations 1977 in any particulars made in substantiation thereof  
 Done at Dunedin this 17 day of Dec 1998  
 Signature \_\_\_\_\_

Field Book p. Deed Book A  
 Reference Plans Examined K.A.L. Correct

Approved for the Purposes of section 157(1) Land Transfer Act 1952  
 Per 17 Dec 1998 M.H. Harbort (S.T.) Surveyor  
 Deposited this 17 day of Dec 1998

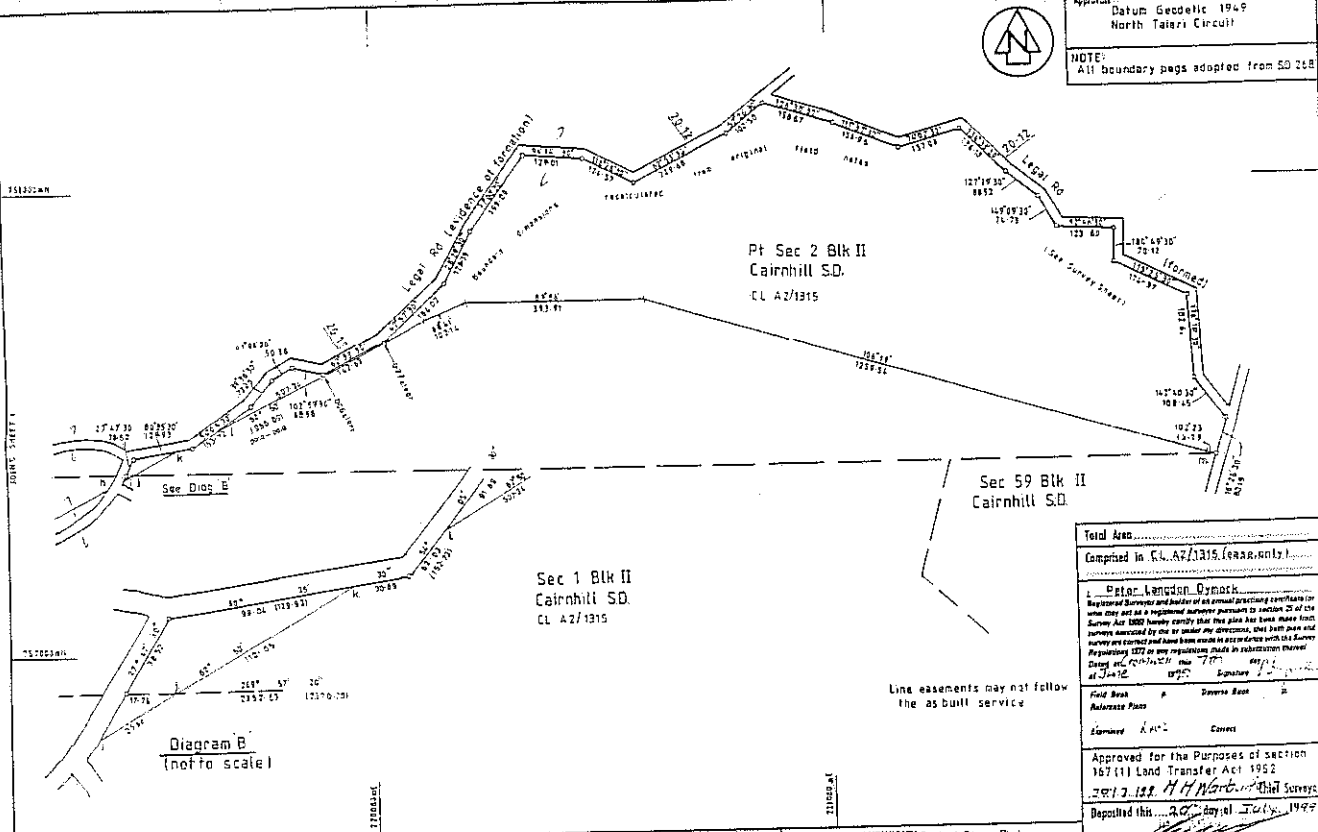
for Registrar General of Land  
 No. 8799 DP 27419  
 Instrument Sheet 1 of 1

LAND DISTRICT Otago	Easements over Sec 1, Pt Sec 2 & Sec 3	TERRITORIAL AUTHORITY Central Otago Dist
SURVEY BLK. & DIST. II Cairnhill	Blk II Cairnhill S.D.	Surveyed by Peterson Pitts Partners Ltd
HZMS 261 SH1	RECORD MAP No	Scale 1:5000 Date Dec 1998



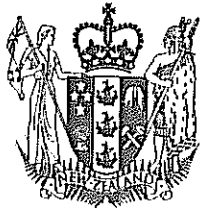
Approach  
Datum Geodetic 1949  
North Tazewell Circuit

NOTE:  
All boundary pegs adopted from SD 248



Total Area	.....
Comprised in CL A2/1315 (Easements)	.....
I Peter Lonsdale Oymark Registered Surveyor and holder of an annual practicing certificate in this province hereby certify that this plan has been made from surveys conducted by me or under my direction, that all measurements thereon are correct and have been made in accordance with the Survey Regulation 1977 or any regulations made in substitution thereof (Signed and sealed) on this 17th day of 1999	
Field Book Reference Page	.....
Examiner	.....
Approved for the Purposes of section 167(1) Land Transfer Act 1952	.....
Deposited this 20th day of July 1999	.....
For Registrar-General of Land	.....
Received 8.7.99	DP 27419
.....	(Sheet 2 of 1)

LAND DISTRICT Ofago	Easements over Sec 1, Pt Sec 2 & Sec 3 Blk II Cairnhill S.D.	TERRITORIAL AUTHORITY Central Otago Dist.
SURVEY BLK. & DIST. II Cairnhill		Surveyed by Paterson Pitts Partners Ltd.
TENS 261 SHY RECORD MAP No		Scale 1:5000 Date Dec. 1998



COMPUTER INTEREST REGISTER  
UNDER LAND TRANSFER ACT 1952



Search Copy

R. W. Muir  
Registrar-General  
of Land

**Identifier**                    **OTA2/1315**  
**Land Registration District** **Otago**  
**Date Registered**            09 April 1963 12:00 am

**Part-Cancelled**

**Prior References**  
OT290/131

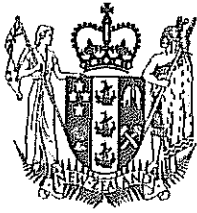
<b>Type</b>	Lease under s83 Land Act 1948	
<b>Area</b>	2774.9421 hectares more or less	<b>Term</b> 33 years commencing on the 1st day of July 1961 and renewed for a further period of 33 years commencing on the 1.7.1994

**Legal Description** Section 1, Section 3-4, Section 8-19 and Part Section 2 Block II Cairnhill Survey District

**Proprietors**  
Dingleburn Station Limited

**Interests**

- 299904 Gazette Notice declaring the Leasehold Interest in the part coloured Red on the plan hereon (3 Roods 37 Perches) to be taken for the development of water power (Roxburgh Power Project) - 11.5.1966 at 1.55 pm
- 828193 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 22.4.1993 at 9.13 am
- 876333 Memorandum renewing the term of the within Lease for a further period of 33 years commencing on the 1.7.1994 and fixing ( for 1st 11 years ) the annual rent of \$2250.00 calculated on the rental value of \$150,000.00 - 21.2.1995 at 10.43 am
- 885763 Transfer affecting the estate of Her Majesty the Queen in fee simple being a grant of a right (in gross) to store and convey water over part herein shown marked Storage and as a black like on the diagram annexed thereto in favour of Last Chance Irrigation Company Limited (CT OT16D/713 issued) - 30.6.1995 at 12.53 pm
- 937403.1 Variation of Lease - 2.10.1997 at 10.47 am
- 5077417.3 Mortgage to Rabobank New Zealand Limited - 30.8.2001 at 2:32 pm



COMPUTER INTEREST REGISTER  
UNDER LAND TRANSFER ACT 1952



R. W. Muir  
Registrar-General  
of Land

Historical Search Copy

Identifier **OTA2/1315**  
Land Registration District **Otago**  
Date Registered 09 April 1963 12:00 am

**Part-Cancelled**

**Prior References**  
OT290/131

<b>Type</b>	Lease under s83 Land Act 1948	
<b>Area</b>	2774.9421 hectares more or less	<b>Term</b> 33 years commencing on the 1st day of July 1961 and renewed for a further period of 33 years commencing on the 1.7.1994

**Legal Description** Section 1, Section 3-4, Section 8-19 and Part Section 2 Block II Cairnhill Survey District

**Original Proprietors**  
Doctors Point & Obelisk Stations Limited

**Interests**

- 299904 Gazette Notice declaring the Leasehold Interest in the part coloured Red on the plan hereon (3 Roods 37 Perches) to be taken for the development of water power (Roxburgh Power Project) - 11.5.1966 at 1.55 pm
- 828193 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 22.4.1993 at 9.13 am
- 876333 Memorandum renewing the term of the within Lease for a further period of 33 years commencing on the 1.7.1994 and fixing ( for 1st 11 years ) the annual rent of \$2250.00 calculated on the rental value of \$150,000.00 - 21.2.1995 at 10.43 am
- 885763 Transfer affecting the estate of Her Majesty the Queen in fee simple being a grant of a right (in gross) to store and convey water over part herein shown marked Storage and as a black like on the diagram annexed thereto in favour of Last Chance Irrigation Company Limited (CT OT16D/713 issued) - 30.6.1995 at 12.53 pm
- 937403.1 Variation of Lease - 2.10.1997 at 10.47 am
- 937403.3 Mortgage to Rabo Wrightson Finance Limited - 2.10.1997 at 10.47 am
- 959823.1 Variation of Mortgage 937403.3 - 23.12.1998 at 9.05 am

5077417.2



(d) THAT the Lessee shall have no right of acquiring the fee-simple of the said land.

(e) THAT the Lessee may, with the prior consent in writing of the Commissioner given, subject to such conditions as the Commissioner may deem necessary,—

- (i) Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;
- (ii) Crop such area of the said land as is sufficient for the use of himself and family and his employees;
- (iii) Plough and sow in grass any portion of the said land;
- (iv) Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass;
- (v) 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 engage in shearing or 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 sheep to be depastured on the said land during the winter months shall not, without the prior consent of the Commissioner, exceed ~~the number of sheep to be depastured on the said land during the winter months shall not, without the prior consent of the Commissioner, exceed~~ One hundred and a half of one for a dry sheep and of one and a half for breeding ewes.

(g) See Schedule.

THAT if the Lessee shall leave New Zealand or abandon the said land or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied or 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 Lessor, then the Land Settlement Board may, subject to the provisions of section 116 of the Land Act, 1949, 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.

THAT these presents are intended to take effect as a pastoral lease under the Land Act, 1949, 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

1951

In witness whereof the Commissioner of Crown Lands for the Land District of Diago, and these presents have also been executed by the said Lessee.

Diago, on behalf of the Lessor, hath hereunto set his

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

Witness: [Signature]  
Occupation: [Signature]  
Address: [Signature]

[Signature]  
Deputy Commissioner of Crown Lands.

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

Witness: [Signature]  
Occupation: Postmaster  
Address: Alexandra

[Signature]  
Lessee.

13. That clause hereinbefore referred to:

That clause shall mean and be construed as if it read: "The covenants contained in clause four hereof and on the part of the Lessee to be performed or complied with by the Lessee will not at any time during the said term depasture on the said land more than 2000 sheep which number shall not include more than 100 breeding ewes not more than 40 breeding cows PROVIDED HOWEVER that the Lessee may with the prior written consent of the Board carry such additional stock on such terms and conditions as may be therein specified subject nevertheless to the right of the Board to revoke or vary such consent at any time."

(c) That the right is reserved to the Crown at any time and from time to time without being deemed to commit a trespass and without payment of compensation to enter upon the said land and thereon to maintain, inspect, repair or reconstruct water races, drains and all other works which the Minister of Works deems necessary for the supply of water to the said land or to any other land.

[Signature]  
Deputy Commissioner of Crown Lands

[Signature]  
Lessee

CERTIFIED a true copy of C.L. 451/130 except as to colour and scale (Sheet 1 of two sheets - for plan and memorials see sheet 2) [Signature] A.L.R.

Variation of Mortgage = 292691 = 16.12.1970 at 10.55am

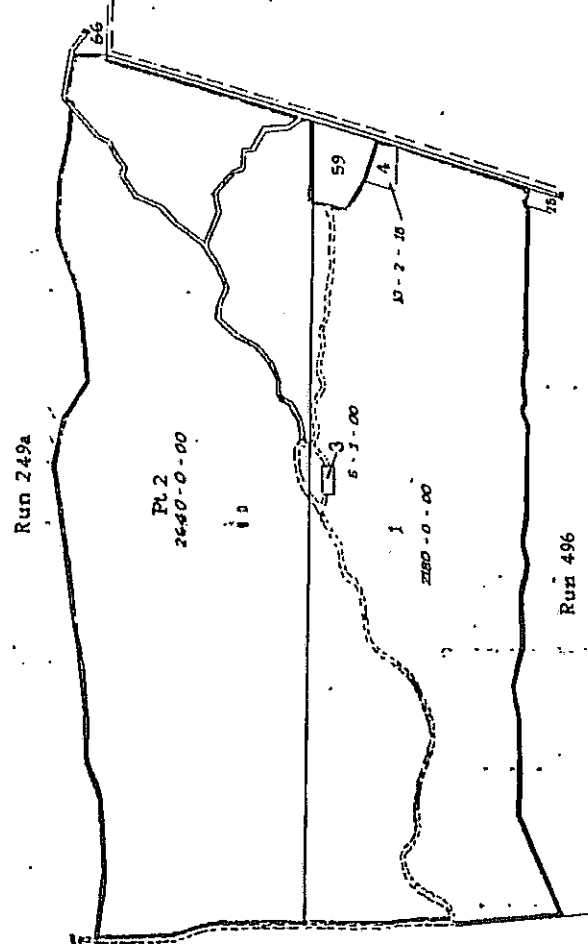
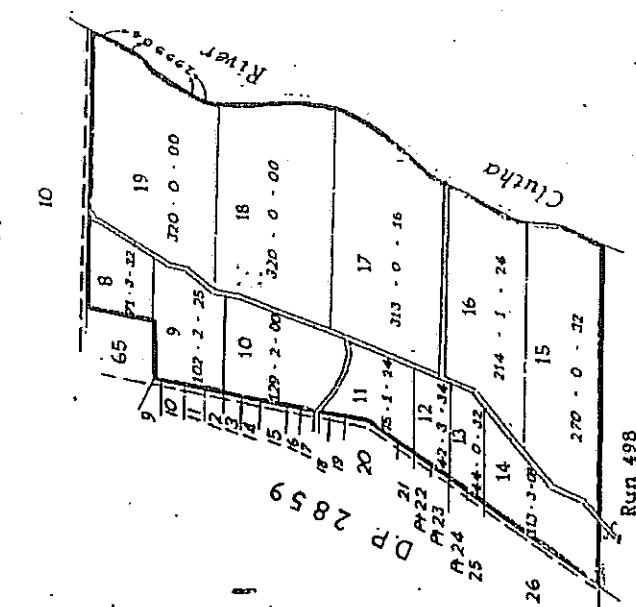
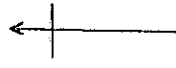
A=B=R.

FOR MEMORIALS SEE PAGE 3



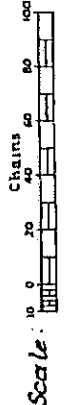
EQUIVALENT METRIC  
AREA IS 2774.5456

Vol. **A2** Folio **1315**



Total Area: 6857 - 0 - 05  
5856 - 0 - 08

REGISTER



12/13/15  
S O 13174 & 2697  
518172

Revised

148/65 Irrigation Agreement made at the XI of the Public Works Act 1926 between the State and John James McCambridge entered at 2.15 pm.

292691 Mortgage to The Perpetual Trustees Estate and Agency Company of New Zealand Limited 12.12.1965 at 9.59 am.

299904 Gazette Notice of the leasehold interest in the part coloured Red on the plan shown (3 Roads 37 Parks) to be taken for the development of Water Power (Borough Power Project) Registered 11. May 1966 at 1.55 pm.

CERTIFIED a true copy of C.T. 451/130 except as to colour and scale (Sheet 2 of two sheets see also Sheet 1)

Variation of Mortgage 292691 - 16.12.1970 at 10.55 am

448508 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 16.10.1975 at 2.03 pm

474608 Variation of Mortgage 292691 - 11.3.1977 at 2.40 pm

1498292/1 Transmission to The Perpetual Trustees Estate and Agency Company of New Zealand Limited and Marion Jeanette McCambridge of Alexandra, Widow as Executors entered 20.6.1978 at 9.34 am

520561/2 Variation of Mortgage 448508 - 6.8.1979 at 9.37 am

536073/2 Transfer to John Hilton McCambridge of Fruitlands farm 14.6.1980 at 11.08 am

536073/3 Variation of Mortgage 448508 - 11.6.1980 at 11.09 am

536073/4 Variation of Mortgage 448508 - 11.6.1980 at 11.09 am

536073/5 Mortgage to Perpetual Trustees Estate and Agency Company of New Zealand Limited and Marion Jeanette McCambridge - 11.6.1980 at 11.09 am A.L.R.

539277/1 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 5.8.1980 at 1.48 pm

539277/2 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 5.8.1980 at 1.48 pm

548220 Variation of Mortgage 539277/1 - 27.1.1981 at 10.35 am

560334 Variation of Mortgage 539277/2 - 24.8.1981 at 10.53 am

577686 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 17.6.1982 at 2.29 pm

605747/2 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 21.11.1983 at 1.50 pm

605747/5 Memorandum of Priority ranking Mortgage 605747/2 as first Mortgage, Mortgage 536073/5 as second Mortgage, Mortgage 539277/2 as third Mortgage, Mortgage 577686 as fourth Mortgage - 21.11.1983 at 1.51 pm

626849 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 5.12.1984 at 10.57 am

638381 Prospecting Licence under the Mining Act 1971 affecting the within land in favour of Canyon Resources Pty Limited - Term 3 years commencing on 2nd July 1985 5.7.1985 at 10.00 am See Volume 9D Folio 478

712253 Renewal of Prospecting Licence 9D/128 held by Sigma Resources Ltd for a further term of 3 years to the 1st of July 1991 - 23.9.1988 at 9.23 am

DISCHARGED  
20 AUG 1981

DISCHARGED  
20 AUG 1981

DISCHARGED  
20 AUG 1981

DISCHARGED  
20 AUG 1981

OBSCLETE

DISCHARGED  
20 AUG 1981

DISCHARGED  
20 AUG 1981

DISCHARGED  
20 AUG 1981

DISCHARGED  
20 AUG 1981

DISCHARGE OF MORTGAGE  
3 JUL 1989

DISCHARGED  
20 AUG 1981

DISCHARGED  
20 AUG 1981

DISCHARGED  
20 AUG 1981

DISCHARGED  
20 AUG 1981

OBSCLETE

OBSCLETE

DISCHARGED  
20 AUG 1981

734089/2 Mortgage Rural Banking and Finance Corporation of New Zealand - 27.7.1989 at 9.39am

DISCHARGED  
10/05/1991  
A.L.R.

A.L.R.

734089/3 Certificate confirming that one of the Mortgages under Mortgage 536073/5 has changed its name to AMP Perpetual Trustee Company N.Z. Limited - 27.7.1989 at 9.39am

A.L.R.

734089/4 Memorandum of Priority ranking Mortgage 734089/2 as a first mortgage, Mortgage 605791/2 as a second mortgage, Mortgage 536073/5 as a third mortgage, Mortgage 539277/2 as a fourth mortgage and Mortgage 626849 as a fifth mortgage - 27.7.1989 at 9.39am

A.L.R.

787067/7 Transfer to Alexandra Charles Birnie Sanders of Little Valley, Farmer and Barbara E. Stella Sanders of Little Valley, Married Woman - 29.8.1991 at 11.17am

A.L.R.

793732 Transfer to Alexandra Charles Birnie Sanders abovenamed (as to a 1/2 share), the said Alexandra Charles Birnie Sanders (as to a 1/4 share) and Barbara E. Stella Sanders abovenamed (as to a 1/4 share) as tenants in common in the said shares - 2.12.1991 at 10.42am

A.L.R.

818090/8 Mortgage to Wrightson Farmers Finance Limited - 13.11.1992 at 9.50 am

DISCHARGED  
10/05/1991  
A.L.R.

A.L.R.

828193 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 - 22.4.1993 at 9.13am

A.L.R.

### REGISTER

876333 Memorandum renewing the term of the within lease for a further period of 33 years commencing on the 1.7.1994 and fixing (for all years) the annual rent of \$2250.00 calculated on a rental value of \$150,000.00 - 21.2.1995 at 10.43am

A.L.R.

885763 Transfer affecting the estate of Her Majesty the Queen in fee simple being a grant of a right (in gross) to store and convey water over part herein shown marked 'storage' and as a black line on the diagram annexed thereto together with incidental rights in favour of Last Chance Irrigation Company Limited - 30.6.1995 at 12.53pm

CT 16D/713 issued

Jumavett

A.L.R.

931423/2 Transmission of the 3/4 share of Alexandra Charles Birnie Sanders to Barbara E. Stella Sanders of Alexandra widow Alexander (John Sanders of Alexandra Farmer and William Donald Stewart Armitage of Dunedin Solicitor as executors entered 13.6.1997 at 9.56am

Jumavett

A.L.R.

937403.1 Variation of the terms contained herein

937403.2 Transfer to Doctors Point & Obelisk Stations Limited

937403.3 Mortgage to Wrightson Farmers Finance Limited All 2.10.1997 at 10.47

Jumavett

for DLR

947302.1 Change of Name of the mortgagee in Mortgage 937403.3 to Rabo Wrightson Finance Limited 5.5.1998 at 3.31

Phlanney  
for DLR

959823.1 Variation of Mortgage 937403.3 23.12.1998 at 9.05

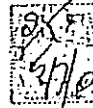
Phlanney  
for DLR



Image Quality due to Condition of Original

Reference, Vol. 183, fol. 161

NEW ZEALAND.



(Lands Form B. 4. Register Book.

Vol. 290, fol. 131

No. 1237.

LEASE OF SMALL GRAZING-RUN.

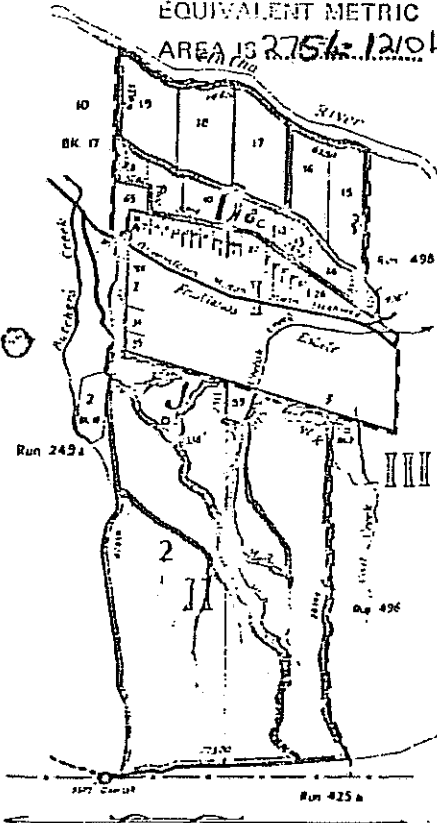
Under the Land Act, 1924. (formerly National Endowment Land)

This Lease, dated the 1st day of March, 1925, between His Majesty the King (who, with his heirs, and successors, is and are herein referred to as "the lessor"), of the one part, and JAMES McCABRIDGE, of the other part, witnesses that, in consideration of the rents, covenants, conditions, and agreements hereinafter reserved, 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 area of land containing

Secs. 1, 2, 4, 8 to 19 Blk. II Cairnhill S.D.

Area: 6810 acres

EQUIVALENT METRIC AREA IS 2756.1210 ha



Scale: 80 chains to an inch

of the other part, witnesses that, in consideration of the rents, covenants, conditions, and agreements hereinafter reserved, 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 area of land containing

by estimation six thousand eight hundred and ten (6810) acres more or less, and being Sections One, Two, Four, Eight, Nine, Ten, Eleven, Twelve, Thirteen, Fourteen, Fifteen, Sixteen, Seventeen, Eighteen, and Nineteen, Block Two in the Land District of Otago, in the Dominion of New Zealand, as the said land is delineated on the plan in the Lands and Survey Office at Dunedin, and also on the plan drawn in the margin hereof and bordered green; together with all rights, easements, and appurtenances to the said land belonging or appertaining: To hold the same as a small grazing-run for pastoral purposes unto the lessee for the term of twenty-one years, computed from the first day of March, 1925, subject, however, to the covenants contained and expressed in sections eighty-four and eighty-five of the Property Law Act, 1908, in relation to the payment of rent and the power of distress, and subject also to the several provisions and stipulations set forth in section two hundred and thirty of the Land Act, 1924 (hereinafter called "the said Act"), and to all the provisions of Part IV of the said Act relating to small grazing-runs, and to all other provisions of the said Act relating to or affecting the estate, interest, rights, or liabilities of the lessee in respect of the land and premises hereby demised, or the rights and powers of the lessor, or any person or authority in his behalf, in relation to the said land and premises, and whether arising under the said Act, or these presents, or otherwise howsoever: Yielding and paying therefor

unto the lessor, during the continuance of such term, the annual rent of Seventy pounds (£ 70 : 0 : 0) by equal half-yearly payments in advance, on the first day of March and the first day of September in each year, clear of all rates, taxes, and deductions whatsoever. The first of such payments having been made to the Receiver of Land Revenue at Dunedin on behalf of the lessor, the next to become due and be made on the first day of September next in the manner required by the said Act. And the lessee doth hereby, for himself, his heirs, executors, administrators, and assigns, covenant with the lessor that he, the lessee, shall and will pay the yearly rent of Seventy pounds (£ 70 : 0 : 0), hereinafter reserved, at the times and in manner aforesaid, and will, in relation to the premises hereby demised, perform, observe, and keep the several covenants and conditions herein contained or implied, and on the lessee's part to be performed, observed, and kept respectively; and will in all respects abide by and conform to the provisions of the said Act relative to small grazing-runs, and also abide by and conform to the provisions of the said Act relating to or affecting the estate, interest, rights, or liabilities of the lessee in respect of the land and premises hereby demised. This lease is made under the provisions of Section 231 of the Land Act, 1924, as a renewal of Small Grazing-run Lease No. 795 (Vol. 183 fol. 161).

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

(in pursuance of the authority vested in him by the said Act), for and on behalf of the lessor, and the lessee, have hereunto set their hands.

Signed by the Commissioner of Crown Lands for the Land District of Otago on behalf of the lessor, in the presence of

Witness: Occupation: Address:

Signed by the said JAMES McCABRIDGE, in the presence of

Witness: Occupation: Address:

Commissioner of Crown Lands

James McCabridge

X.1521 Irrigation Agreement under the Public Works Amendment Act of 1913 and 1911 effecting Section 11 Block II, Cairn Hill Survey District between James McCambridge & the Heirs of the King produced 13th October 1930 at 11 o'clock.

Correct for the purposes of the Land Transfer Act.

No. 1237.

X 4150

Dated 1st March, 1940.

Section 35 of the Statute in force (No. 2), produced 17th October 1939 at 11 o'clock.

His Majesty the King

to

JAMES McCAMBRIDGE.

Transmission No. 30586 to Annie McCambridge in fee and John James McCambridge James both of Fruitlands 20 Executors Executors Under Wills November 1918 at 11.30 o'clock.

LEASE

Of Part Section 1 Block II, Cairn Hill Survey District.

Land District of Cairn Hill.

Under the Land Act, 1924.

Transf. No. 807 Annie McCambridge and John James McCambridge by the said Annie McCambridge and John James McCambridge to herself and in common in equal shares produced 26th October 1939 at 1.30 o'clock.

Twenty-one years from 1st March, 1940.

Entered at 12 o'clock on the 5th day

July, 1940.

Transf. 166564 of her interest Annie McCambridge to John James McCambridge of Fruitlands Sheppard produced 19th April 1950 at 10.19 o'clock.

James McCambridge  
A.L.R. District Land Registrar.

Mortgage 136191 of Annie McCambridge to John James McCambridge produced 19th April 1950 at 10.20 o'clock.

Reduction of Mortgage Variation of Mortgage B6/11 produced 14th August 1953 at 2.10 o'clock.

CANCELLED TO SEE NOW  
New Lease C. 451/130  
A.L.R. 9/4/1963

Variation of mortgage No. 136191 produced 12th July 1951 at 12.17 o'clock.

\* The area of Section 1 herein is now 2180 a, the area of Part Section 2 herein is now 2460 a. (see 255812)

X 14525 Irrigation Agreement under the Public Works Act 1924 between the Heirs of the King and John James McCambridge produced 26th November 1939 at 2.15 o'clock.

Part Sections Section 1 herein now comprises Section 3 Block II Cairn Hill District (5a 1r 0p) (see 255812)

Mortgage 199070 of John James McCambridge to Annie McCambridge produced 30th May 1951 at 2.25 o'clock.

Continuation 1952 of the mortgage of John James McCambridge to Annie McCambridge produced 1st September 1952 at 2.40 o'clock.

Variation of Mortgage 199070 produced 30th May 1951 at 2.25 o'clock.

242265 Part Section 2 Block II Cairn Hill is now known as Section 6 Block II Cairn Hill District.

Lot 8 Cert 1548 } News CT Vol 451 Fol 25  
19.4.1962 } Issued for Registration  
2 weeks produced 26th  
at 11.30 o'clock

15.1/1963

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NEW ZEALAND.



[Lands Form No. B. 4. Register-Book.

Vol. 183 Fol. 161

No. 798. National Endowment.

LEASE OF SMALL GRAZING-RUN.

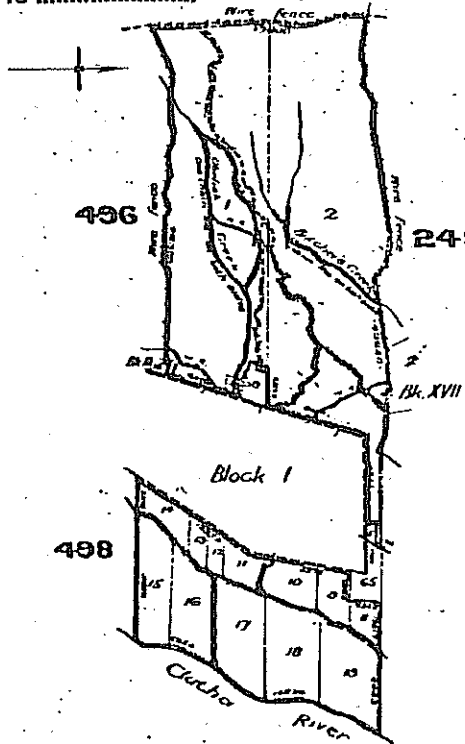
Under the Land Act, 1908, and its Amendments.

This Deed, made the twenty-ninth day of NOVEMBER, 1918, between His Majesty King George the Fifth (who, with his heirs and successors, is and are herein referred to as "the lessor"), of the one part, and JAMES HOCAMBRIDGE -----

Block II Cairnhill District 6810. 0. 00

EQUIVALENT METRIC

AREA IS 2755.9092 ha



Scale 1 mile to an Inch

of BALD HILL PLAT. -----, in the Land District of OTAGO, FARMER, ----- (who, with his executors, administrators, and assigns, is hereinafter referred to as "the lessee"),

of the other part, Witnesseth that, in consideration of the rents, covenants, conditions, and agreements hereinafter reserved, 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 certain Crown lands

containing by estimation Six thousand eight hundred and ten (6810) acres, more or less, being Sections numbered One (1), Two (2), Four (4), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Block Two (II), Cairnhill Survey District, in the Land District of Otago,

in the Dominion of New Zealand, as the said land is delineated on the plan in the Lands and Survey Office at Dunedin ----- and also on the

plan drawn in the margin hereof and bordered green; together with all rights, easements, and appurtenances to the said land belonging or appertaining: To hold the same as a small grazing-run for pastoral purposes unto the lessee for the term of twenty-one years, computed from the first day of March, 1919, subject, however, to the covenants contained and expressed in sections eighty-four and eighty-five of the Property Law Act, 1908, in relation to the payment of rent and the power of distress, and subject also to the several provisions and stipulations set forth in section two hundred and thirteen of the Land Act, 1908 (hereinafter called "the said Act"), and to all the provisions of Part V of the said Act relating to small grazing-runs, and to all other the provisions of the said Act and its amendments relating to or affecting the estate, interest, rights, or liabilities of the lessee in respect of the land and premises hereby demised, or the rights and powers of the lessor, or any person or authority in his behalf, in relation to the said land and premises, and whether arising under the said Act and its amendments, or these presents, or otherwise howsoever: Holding and paying therefor unto the lessor, during the continuance of such term, the annual rent of Fifty pounds -----

(£ 50 : - : -),

by equal half-yearly payments in advance, on the first day of March and the first day of September in each year, clear of all rates, taxes, and deductions whatsoever. The first of such payments having been made to the Receiver of Land Revenue at Dunedin on behalf of the lessor, the next to become due and be made on the first day of September, 1919 ----- next in the manner required by the said Act. And the lessee doth hereby, for himself, his heirs, executors, administrators, and assigns, covenant with the lessor that he, the lessee, shall and will pay the yearly rent of Fifty pounds -----

(£ 50 : - : -), hereinafter reserved, at the times and in manner aforesaid, and will, in relation

to the premises hereby demised, perform, observe, and keep the several covenants and conditions herein contained or implied, and on the lessee's part to be performed, observed, and kept respectively; and will in all respects abide by and conform to the provisions of the said Act and its amendments relative to small grazing-runs, and also abide by and conform to all other provisions of the said Act and its amendments relating to or affecting the estate, interest, rights, or liabilities of the lessee in respect of the land and premises hereby demised: This lease being granted in exchange for Pastoral License No. 1303 in terms of Section 32 of the Land Laws Amendment Act, 1914, witness whereof the Commissioner of Crown Lands for the Land District of Otago -----

(in pursuance of the authority vested in him by the said Act), for and on behalf of the lessor, and the lessee, have hereunto set their hands the day and year first above written.

Signed by ROBERT THOMAS SADD the Commissioner of Crown Lands for the Land District of Otago on behalf of the lessor, in the presence of - J. Sweeney Clerk Dunedin.

Robert A. Commissioner of Crown Lands.

Signed by the said JAMES HOCAMBRIDGE in the presence of - J. P. Dimes, J. B. McNeill, H. W. Keenan

James H. Cambridge Assn.

Correct for the purposes of the Land Transfer Act.

X No. 1521. Irrigation Agreement under the Public Works Amendment Act, 1910 and 1911. Between James McCambridge and His Majesty the King produced 13<sup>th</sup> October 1934 at 11 o'clock. Block II Cairnhill

No. 798. H.E. 183/191

DATED 26th November, 1918.

His Majesty the King

TO

JAMES McCAMBRIDGE

No. 4150 Certificate under subsection 2 of section 35 of the Finance Act, 1932 (No. 2), produced 1<sup>st</sup> day of October, 1934, at 11 o'clock. M. Milan A.L.R.s.

New Lease, Vol. 220, folio 134

# LEASE

Of Run No. Sections 1, 2, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, Block II, Cairnhill Land District of OTAGO. Survey District.

Under the Land Act, 1908, and amendments.

Twenty-one years from 1st March, 1919.

Entered at 11 o'clock on the 6<sup>th</sup> day of March, 1919.



*[Signature]*  
District Land Registrar.



From: LAND INFORMATION DUNEDIN

+64 3 474 5108

29/01/2002 10:54 #164 P.001/003

CDE 515 Request Manual Copy			
Document Type	Information	Request Id	96547
Reference Number	6852	User Id	dabacrombiedu
Land District	Otago	Request Date	28/01/2002 09:01:44
Method of Delivery	Fax	Client Reference	dabacrombiedu
Requested By		Status	Pending
<input type="checkbox"/> Certified Copy			
Comments	Proclamation - Obelisk		
Delivery Details			
Firm	Abercrombie & Assoc - Ltd		
Primary Contact	Mr David Abercrombie		
Street	P O Box 5066		
Town	Dunedin		
Country	New Zealand		
Postcode	9001		
Fax Number	03 471 5455		
Fees	OK	Cancel	



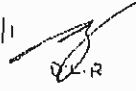
From: LAND INFORMATION DUNEDIN

+64 3 474 5108

29/01/2002 10:55 #164 P.002/003

# Proc 6852

The withinland is now known  
as Section 1 SO 11762 (1.7882 ha)  
- 13.10.1993 at 10:28am  
See New Appellation 340488/1



340488/2 Gazette Notice declaring  
the within leasehold land to be  
Crown land subject to the Land  
Act 1948 - 13.10.1993 at 10:28am



Registered in the Registrar-General's  
Office 270 (S.O. 131) M. 149070

7 September  
241 etc.  
Mugnum Land Registrar



books returned  
of the office in } 15 SEP 1958

17/1/31  
17/2/53  
17/9/55  
M. J. ... Cambridge  
(D.S. + Co)

Handwritten notes at the bottom left of the page.

Proc 6852  
M. J. ...

[Extract from *N.Z. Gazette*, 25 Aug. 1955, No. 55, page 1320]

*Leasehold Estate in Land Taken for Soil Conservation  
Purposes in Block II, Cairnhill Survey District*

[i.s.] C. W. M. NORRIE, Governor-General

A PROCLAMATION

PURSUANT to the Public Works Act 1928, I, Lieutenant-General Sir Charles Willoughby Moke Norrie, the Governor-General of New Zealand, hereby proclaim and declare that the leasehold estate in the land described in the Schedule hereto, held from Her Majesty the Queen by John James McChamberidge, of Pruitlands, Sheepfarmer, under and by virtue of Crown Lease of Small Grazing Run No. 1237 (Volume 280, Folio 131, Otago Land Registry) is hereby taken for soil conservation purposes; and I also declare that this Proclamation shall take effect on and after the 29th day of August 1955.

SCHEDULE

APPROXIMATE area of the piece of land in respect of which the leasehold estate is taken: 4 acres 1 rood 27 perches.

Being part Section 3,  
Situated in Block II, Cairnhill Survey District, Otago R.D.  
(S.O. 11762.)

In the Otago Land District; as the same is more particularly delineated on the plan marked P.W.D. 145217 deposited in the office of the Minister of Works at Wellington, and thereon coloured orange.

Given under the hand of His Excellency the Governor-General, and issued under the Seal of New Zealand,  
This 22nd day of August 1955.

W. B. GOOSMAN, Minister of Works.

GOD SAVE THE QUEEN!

(P.W. 70/72; D.O. 13/32/25)

R. E. OWEN, Government Printer, Wellington, New Zealand.

CDE_S15 - Request Manual Copy			
Document Type	Original	Request Id	24479
Reference Number	255812	User Id	dabercrombie@du
Land District	Otago	Request Date	14/01/2009 09:18:59
Method of Delivery	Fax	Client Reference	dabercrombie@du
Requested By		Status	Pending
<input type="checkbox"/> Certified Copy			
Comments	Obelisk		
Delivery Details			
Firm	Abercrombie & Assoc. Ltd		
Primary Contact	Mr David Abercrombie		
Street	P.O. Box 5050		
Town	Dunedin		
Country	New Zealand		
Postcode	9001		
Fax Number	03 471 9455		
Fees	OK		Cancel

3/35/1

DEPARTMENT OF LANDS & SURVEY,  
DUNEDIN.

UN

386

gh S:

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>
---------------------------	------------------------	------------------

Alteration to Areas

Sec 1, Blk II, Cairnhill S.D. New area 2180 acres, which includes Creek Reserve and Water Races. Shown on S.C. 13174L new compiled plan.

Pt Sec 2, Blk II, Cairnhill S.D. Creek Reserve and water races have been included in this area to give new area of 2640 acres. S.O. 13174L

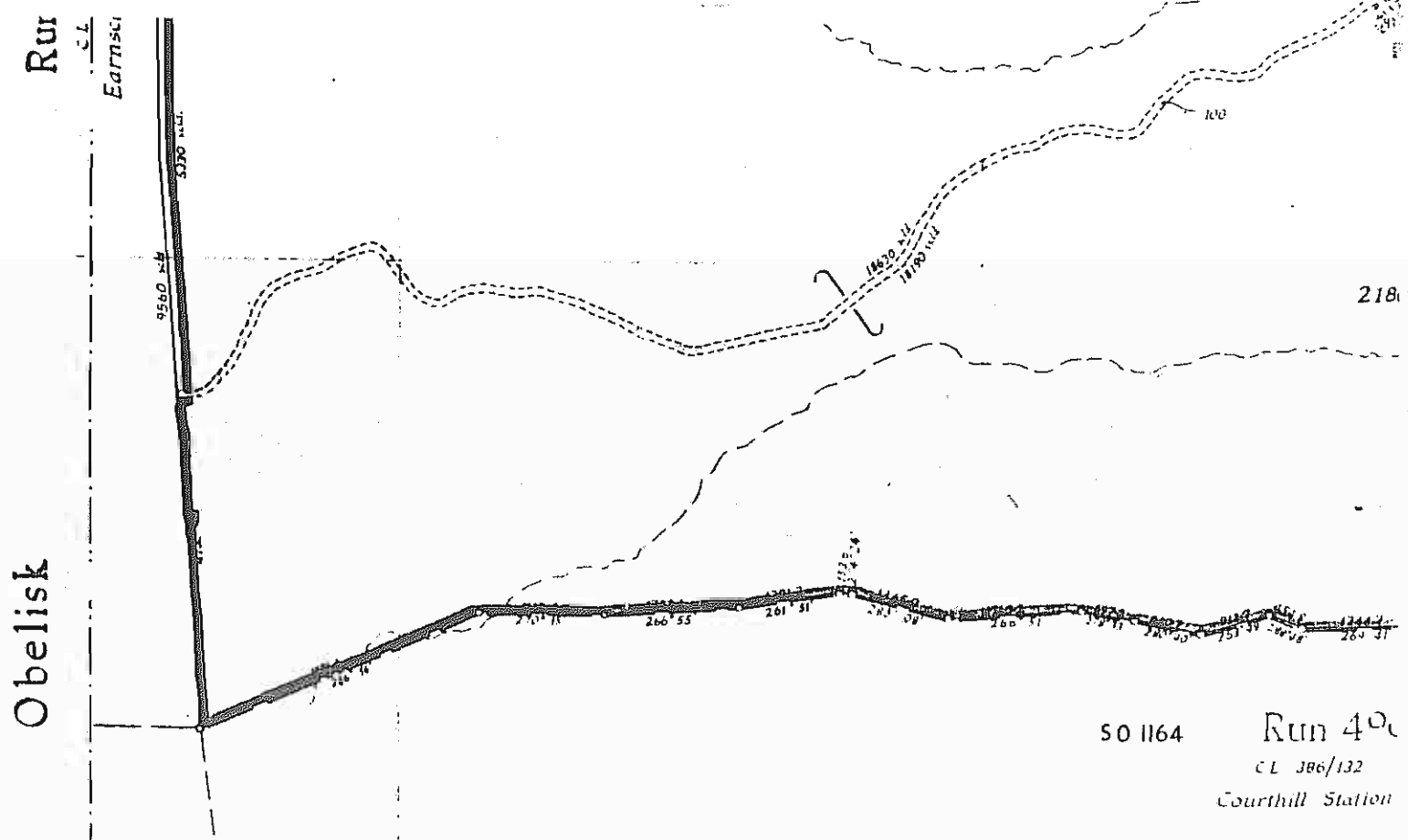
Section 3, Blk II, Cairnhill S.D. Area 5a 1r 0Op. This section was previously included in lease by boundary but not by area or description. S.O. 13174L

Section 4, Blk II, Cairnhill S.D. Area: 13a 2r 18p. Previously no plan showed this area except for an old mining plan. Now part of S.O. 13174L

Pt.

Ca. 0

*A.E. Christian per sy*  
Chief Surveyor



SO 1164 Run 400  
CL 386/132  
Courthill Station

257812

51

ICULARS ENTERED IN THE REGISTER-BOOK  
VOL. 290 FOLIO 181 9 Section Index

THE 8 - MAR 1963  
AT 2.25 O'CLOCK.



MWP\_0014891

LAND & DEEDS
Appellation: <i>New Appellation</i>
<i>CCL</i>
8 - MAR 1963
Time: 2.25
Fee: £ <i>---</i>
Abstract No. <i>116</i>

CDE S15 - Request Manual Copy		X	
Document Type	<input type="text" value="Instrument"/>	Request Id	<input type="text" value="18231"/>
Reference Number	<input type="text" value="299904"/>	User Id	<input type="text" value="dabercrombledu"/>
Land District	<input type="text" value="Otago"/>	Request Date	<input type="text" value="14/09/2001 08:39:05"/>
Method of Delivery	<input type="text" value="Post"/>	Client Reference	<input type="text" value="dabercrombledu"/>
Requested By	<input type="text"/>	Status	<input type="text" value="Pending"/>
<input type="checkbox"/> Certified Copy			
Comments			
<input type="text"/>			
Delivery Details			
Firm	<input type="text" value="Abercrombie &amp; Assoc. Ltd"/>		
Primary Contact	<input type="text" value="Mr David Abercrombie"/>		
Street	<input type="text" value="P O Box 5056"/>		
Town	<input type="text" value="Dunedin"/>		
Country	<input type="text" value="New Zealand"/>		
Postcode	<input type="text" value="9001"/>		
Fax Number	<input type="text" value="03 471 9455"/>		
Fees	<input type="text"/>	OK	Cancel

- colour on plans - hold?  
original held @ help desk for you  
too  
John @ [unclear]

**WAT**  
SOLICITOR

J. THBERT MOWAT, LL.M.

TELEPHONE 141  
P.O. BOX 46

JCM/KS

The District Land Registrar,  
DUNEDIN.

Dear Sir,

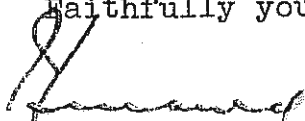
James Donald Sim - Pastoral Lease P.96  
in Volume 338 Folio 117

On behalf of the mortgagee of the above  
title, Hugh John Shiels, I recently produced  
the above lease for part cancellation under  
Proclamation No. 29904. 299004

I am now asked to produce the lease to  
enable a registration by Messrs Brent Anderson  
Lloyd & Henderson, and I authorize its  
production for that purpose.

The instrument for which production is  
authorized is a second mortgage dated  
18th July 1966 to the State Advances Corpor-  
ation of N.Z. securing £4,750.

Faithfully yours,



J.C. Mowat

AVOCA HOUSE  
125 SCOTLAND STREET  
ROXBURGH  
OTAGO CENTRAL, N.Z.

18th August, 1966

**WAT**  
SOLICITOR

ALBERT MOWAT, LL.M.

TELEPHONE 141  
P.O. BOX 46

AVOCA HOUSE  
125 SCOTLAND STREET  
ROXBURGH  
OTAGO CENTRAL, N.Z.

1st July, 1966

The District Land Registrar,  
Private Bag,  
DUNEDIN.

Dear Sir,

Proclamation 299904 affecting Part  
Run 498 Block III Cairnhill S.D.

With reference to your notice herein,  
I enclose the following documents for  
production as requested namely -

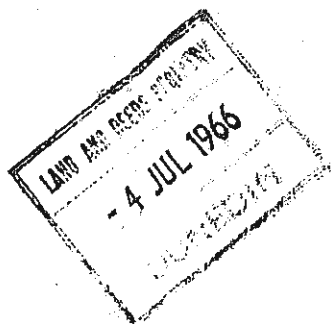
1. Certificate of Title Volume 338  
Folio 117 (Pastoral Lease P.96).
2. M/Mortgage 161524.

Please return to me in due course.

Faithfully yours

  
J.C. Mowat

Enc.  
Reg.





P.W. 175

P.W. 92/2/47/6/47

99904

Job Nos 4496, 4536, 4537, 4538  
4545

MINISTRY OF WORKS,  
P.O. BOX 451,  
DUNEDIN

10 MAY 1966

The District Land Registrar,  
INVERCARGILL/DUNEDIN

I enclose, for deposit in your office, copy of a Gazette  
Notice together with a copy of the plans referred to  
therein.

Will you kindly register the document against all lands  
affected thereby, inform me when this has been done, and advise the  
number allotted to the document.

If you find the document doubtful or incorrect in any  
respect, will you please refrain from registering it and inform me  
at once.

J.F. Henderson  
District Commissioner of Works

Per: *A.L. Heads*

ENCL. Copy of Notice  
Copy of plan M.O.W. 20034, 20035, C.S.O. 13458, 13459.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Dear Sir,  
James Dona  
in Vol

on behalf of the  
John Shields  
asked to  
and  
No. 29904.

299904

Extract from N.Z. Gazette, 28 April 1966, No. 24, page 689

Declaring Leasehold Estate in Land Taken for the Development of Water Power (Roxburgh Power Project) in Blocks II, III, XIII, and XVII, Cairnhill Survey District, and Block II, Fraser Survey District

PURSUANT to section 32 of the Public Works Act 1928, the Minister of Works hereby declares that, a sufficient agreement to that effect having been entered into, the leasehold estate in land described in the First Schedule hereto, held from Her Majesty the Queen by Charles Joseph Dougherty, under and by virtue of renewable lease recorded in Volume 338, folio 12, and the leasehold estate in land described in the Second Schedule hereto, held from Her Majesty the Queen by James Donald Sim, under and by virtue of renewable lease recorded in Volume 338, folio 117, and the leasehold estate in land described in the Third Schedule hereto, held from Her Majesty the Queen by Douglas Haig Hamilton, under and by virtue of renewable lease recorded in Volume 385, folio 18, and the leasehold estate in land described in the Fourth Schedule hereto, held from Her Majesty the Queen by Thomas Christopher Craig, under and by virtue of renewable lease recorded in Volume 315, folio 15, and the leasehold estate in land described in the Fifth Schedule hereto, held from Her Majesty the Queen by John James McCambridge, under and by virtue of renewable lease recorded in Volume 451, folio 130, all Otago Land Registry, is hereby taken for the development of water power (Roxburgh Power Project).

FIRST SCHEDULE

OTAGO LAND DISTRICT

All those pieces of land situated in Otago R.D., described as follows:

A.	B.	P.	Being
128	1	32	Part Section 10, Block XVII, Cairnhill S.D.; coloured sepia on M.O.W. 20035 (S.O. Plan 13459).
130	0	32	
131	1	2 5	
136	1	5	Part Section 13, Block II, Fraser S.D.; coloured sepia on M.O.W. 20035 (S.O. Plan 13459).
140	0	32	
154	3	5	

315/12

21-1-36

SECOND SCHEDULE

OTAGO LAND DISTRICT

All those pieces of land situated in Otago R.D., described as follows:

A.	B.	P.	Being
27	2	0	Part Run 498, Block III, Cairnhill S.D.; coloured sepia on M.O.W. 20034 and M.O.W. 20035 (S.O. Plans 13458 and 13459).
28	1	1	

344/117

8-14-16

THIRD SCHEDULE

OTAGO LAND DISTRICT

All those pieces of land situated in Otago R.D., described as follows:

A.	B.	P.	Being
132	0	0	Part Run 570, Block XIII, Cairnhill S.D.; coloured sepia on M.O.W. 20034 and M.O.W. 20035 (S.O. Plans 13458 and 13459).
132	2	20	
139	0	0	
142	0	0	
149	0	32	

1296/12

124-3-12

FOURTH SCHEDULE

OTAGO LAND DISTRICT

All those pieces of land situated in Otago R.D., described as follows:

A.	B.	P.	Being
19	4	0 0	Part Section 14, Block III, Cairnhill S.D.; coloured orange on M.O.W. 20034 and M.O.W. 20035 (S.O. Plans 13458 and 13459).
20	0	10	
150	0	5	
153	2	32	

315/11

15-3-7

FIFTH SCHEDULE

OTAGO LAND DISTRICT

All those pieces of land situated in Otago R.D., described as follows:

A.	B.	P.	Being
14	0	20	Part Section 19, Block II, Cairnhill S.D.; coloured orange on M.O.W. 20035 (S.O. Plan 13459).
170	0	20	
180	0	3	
189	2	32	

451/130

10-3-37

As the same are more particularly delineated on the plans marked and coloured as above mentioned and deposited in the office of the Minister of Works at Wellington.

Dated at Wellington this 28th day of March 1966.

PERCY B. ALLEN, Minister of Works.

(P.W. 92/12/47/6; D.O. 92/12/47/6/47)

E. B. Owen, Government Printer, Wellington, New Zealand

M 137912

M 137522

M 138497

M 242691

Comp. no. 289889  
285407  
289283

299904

PATENT DEEDS ENTERED IN THE REGISTER-BOOK  
VOL. 15, 101015, 338/12, 338/117,

11 MAY 1966 386/18 and 451/130

1.55 O'CLOCK and Mortgage 128697, 137912  
161524 and 292691



Wicks Adams

315 101/10/22

300/10 10/1/10/27

The State Advances Corporation

300/10 101/10/22

The State Advances Corporation

451/130 311/10/22

Secretary General of the State Advances Corporation

Dunedin

317983 Pursuant to Section 38 of the  
Subsidiary Works Act 1951 the leasehold  
estate herein has merged with the  
fee simple estate of the land described  
in Gazette Notice 318099 of 26.7.1966 at  
2.25pm  
J. Munro  
ALR

LAND & DEEDS	
Nature:	G/N
File:	MOW
11 MAY 1966	
Time:	1.55 pm
Fee:	NIL
Contract No.	

1431  
- 4

CDL 515 - Request Manual Copy			
Document Type	Document	Request Id	34691
Reference Number	318099	User Id	dabercrombledu
Land District	Otago	Request Date	15/01/2002 09:07:57
Method of Delivery	Fax	Client Reference	dabercrombledu
Requested By		Status	Being Processed
<input type="checkbox"/> Certified Copy			
Comments	Obelisk		
Delivery Details			
Firm	Abercrombie & Assoc. Ltd		
Primary Contact	Mr David Abercrombie		
Street	P.O. Box 5056		
Town	Dunedin		
Country	New Zealand		
Postcode	9091		
Fax Number	03 471 9455		
Fees		OK	Cancel

From: LAND INFORMATION DUNEDIN

+64 3 474 5108

15/01/2002 16:35 #975 P.002/003

318099



MWP\_0014892

*Section Index A-0 Pages 90, 91, 97 and 253 and*

PETITIONERS ENTERED IN THE REGISTER-BOOK VOL. *Card* FOLIO *Index for Runs* 498 + 570

28 AUG 1967

AT 2.14 O'CLOCK.

*11/1/67  
11/1/67  
67*

Assistant Land Registrar  
OTAGO

*Works Adversely*

912933 Pursuant to Section 35 of the Public Works Act 1951 the leasehold estate of the land in Gazette notice 29764 has merged with the within land. 26.7.1996 at 2:25pm

*Jumavett*  
ALR

937371-1 Gazette notice 1997 p 2545 declaring the within land to be Crown land. 1.10.1997 at 1:30

*[Signature]*  
Fr. Dnr

Extract from *N.Z. Gazette*, 17 August 1967, No. 50, page 1374

*Crown Land Set Apart for the Development of Water Power (Roxburgh Power Project) in Blocks II, III, XIII, and XVII, Cairnhill Survey District, and Block II, Fraser Survey District.*

PURSUANT to section 25 of the Public Works Act 1928, the Minister of Works hereby declares the land described in the Schedules hereto to be set apart for the development of water power (Roxburgh Power Project) from and after the 21st day of August 1967.

**FIRST SCHEDULE**  
OTAGO LAND DISTRICT

ALL those pieces of land situated in Otago R.D., described as follows:

A. R. P.	Being
8 1 32	Part Section 10, Block XVII, Cairnhill S.D.; coloured sepia on M.O.W. 20035 (S.O. Plan 13459).
0 0 32	
1 2 5	
6 1 8	Part Section 18, Block II, Fraser S.D.; coloured sepia on M.O.W. 20035 (S.O. Plan 13439).
0 0 32	
4 3 5	

3 617 1/2  
0 80 1/2  
6 177  
2 547 1/2  
0 66 1/2  
1 734 1/2

**SECOND SCHEDULE**  
OTAGO LAND DISTRICT

ALL those pieces of land situated in Otago R.D., described as follows:

A. R. P.	Being
0 2 32	Part Run 498, Block III, Cairnhill S.D.; coloured sepia on M.O.W. 20034 and M.O.W. 20035 (S.O. Plans 13458 and 13459).
7 3 8	

0 833  
3 154 1/2

**THIRD SCHEDULE**  
OTAGO LAND DISTRICT

ALL those pieces of land situated in Otago R.D., described as follows:

A. R. P.	Being
2 0 0	Part Run 370, Block XIII, Cairnhill S.D.; coloured sepia on M.O.W. 20034 and M.O.W. 20035 (S.O. Plans 13458 and 13459).
9 0 0	
2 2 20	
2 0 0	
9 0 32	

0 809 1/2  
3 642 1/2  
1 062 1/2  
0 809 1/2  
3 723 1/2

**FOURTH SCHEDULE**  
OTAGO LAND DISTRICT

ALL those pieces of land situated in Otago R.D., described as follows:

A. R. P.	Being
4 0 0	Part Section 34, Block III, Cairnhill S.D.; coloured orange on M.O.W. 20034 and M.O.W. 20035 (S.O. Plans 13458 and 13459).
0 0 10	
0 0 5	
1 2 32	

1 618 1/2  
0 253  
0 126  
6 880

**FIFTH SCHEDULE**  
OTAGO LAND DISTRICT

ALL those pieces of land situated in Otago R.D., described as follows:

A. R. P.	Being
0 0 20	Part Section 19, Block II, Cairnhill S.D.; coloured orange on M.O.W. 20035 (S.O. Plan 13459).
0 0 20	
0 0 5	
0 2 32	

0 0506  
0 0506  
0 126  
2 833

As the same are more particularly delineated on the plans marked and coloured as above mentioned and deposited in the Office of the Minister of Works at Wellington.

Dated at Wellington this 13th day of July 1967.

PERCY B. ALLEN, Minister of Works.

(P.W. 92/12/47/6; D.O. 92/12/47/6/47)

CDE S15 - Request Manual Copy		X	
Document Type	Instrument	Request Id	18232
Reference Number	028193	User Id	dabercrombledu
Land District	Otago	Request Date	14/09/2001 08:33:52
Method of Delivery	Post	Client Reference	dabercrombledu
Requested By		Status	Pending
	<input type="checkbox"/> Certified Copy		
Comments			
Delivery Details			
Firm	Abercrombie & Assoc. Ltd		
Primary Contact	Mr David Abercrombie		
Street	P O Box 5056		
Town	Dunedin		
Country	New Zealand		
Postcode	9001		
Fax Number	03 471 9455		
Fees...	OK	Cancel	

T4766

LAND IMPROVEMENT AGREEMENT

This agreement is made the

17<sup>th</sup>

day of

February 1992

**BETWEEN** THE OTAGO REGIONAL COUNCIL a body corporate under the Local Government Act 1974 (called "the Council")

**AND** Alexandra Charles Birnie Sanders and Barbara E'Stella Sanders of Fruitlands (called "the Farmer")

**WHEREAS**

- (i) The Farmer is the owner or lessee of the land described in the First Schedule ("the land").
- (ii) The Farmer farms the land.
- (iii) The Council and the Farmer have agreed to the rabbit and land management plan ("the plan") set out in the Second Schedule for the purposes of:
  - (a) controlling or eradicating rabbits on the land;  
and
  - (b) conserving the soil and vegetation on the land.
- (iv) The Council has agreed under Section 30 of the Soil Conservation and Rivers Control Act 1941 to pay grants towards the cost of implementing the plan.
- (v) The parties have agreed that the payment of grants will be made on the terms set out in this agreement.
- (vi) The parties have also agreed that the terms of this agreement will bind the Farmer and any successors in title to perform and observe the terms of this agreement.
- (vii) The agreement is to be registered against the title to the land under Section 30A of the Soil Conservation and Rivers Control Act 1941.
- (viii) The plan is part of the Rabbit and Land Management Programme being undertaken by the Crown and the Council in the Otago region.
- (ix) All grants paid by the Council under the plan are wholly funded by the Crown.
- (x) the plan is conditional upon:
  - (i) continuing Crown funding of the Rabbit and Land Management Programme in the Otago region; and
  - (ii) the payment to the Council by the Crown of money necessary for the Council to make the grants payable by the Council under the plan.
- (xi) The Ministry of Agriculture and Fisheries ("MAF") is responsible for implementing monitoring and overseeing the Rabbit and Land Management Programme for the Otago Region on behalf of the Crown.
- (xii) The plan has been approved by the Ministry of Agriculture and Fisheries.
- (xiii) The parties wish to record their agreement in writing.

**IT IS AGREED:**

**1. Commencement**

1.1 This agreement shall be deemed to have commenced on 1 April 1990.

*[Handwritten signature]*  
BIO  
*[Handwritten initials]*

*[Handwritten mark]*



2. **The Farmers Obligations**

2.1 The Farmer shall:

1. implement the plan
2. carry out the works in the plan to be undertaken by the Farmer
3. adopt and maintain land management practices described in the plan
4. carry out any maintenance required by the plan
5. use any rabbit control or eradication measures described in the plan
6. establish and maintain land uses prescribed by the plan
7. make on demand the payments to be made by the Farmer under the plan

2.2 The Farmer shall carry out his obligations according to the specifications in the plan.

3. **The Councils Obligations**

3.1 The Council shall:

1. carry out any works in the plan to be undertaken by the Council
2. make the grants to be paid by the Council under the plan
3. provide the Farmer with technical advice and assistance until 30 June 1995 (any technical advice and assistance and monitoring after that date shall be on terms and conditions to be agreed by the Council and the Farmer).

3.2 The Council shall carry out its obligations in accordance with the specifications in the plan.

4. **Grants**

4.1 Subject to 4.3 grants shall be paid by the Council at the percentage rates set out in the plan.

4.2 Any dollar figures (other than the property cap) shown in the plan are illustrative only and not binding on the Council or the Farmer.

4.3 The grant payable by the Council shall not exceed (in dollars) the property cap set out in the plan. If further funds become available from the Crown, the Council may in its discretion make additional grants on the same terms and conditions that are set in this agreement and the plan.

5. **Financial Records**

5.1 The Council shall open and operate a property account to record all transactions for implementation of the plan and send quarterly statements to the Farmer.

6. **Information**

6.1 The Farmer shall, on request, supply any information requested by the Council on:

1. implementation of the plan
2. execution of the works described in the plan
3. maintenance of the works
4. the Farmers land management practices
5. pest and noxious plant levels on the land
6. rabbit control or eradication measures undertaken by the Farmer
7. the costs of implementing the plan
8. the costs of undertaking further or additional rabbit control or eradication measures
9. the costs and benefits of the plan

*Handwritten signatures and initials:*  
A.S. rje  
BLO  
BLS

*Handwritten mark:* 8

**7. Right of Entry**

7.1 After giving notice (orally or in writing) to the Farmer whenever practicable, the Council or MAF may, at any time, enter the land to:

1. inspect the land
2. monitor the implementation of the plan
3. evaluate the success of the plan
4. take samples.

7.2 In carrying out an inspection the Council and MAF may use any vehicles and other equipment it considers necessary.

7.3 If the Council or MAF has been unable to give notice to the Farmer before entering the land, the Council or MAF shall give the Farmer written notice of entry immediately afterwards and in the notice tell the Farmer what was done.

7.4 Nothing in this clause shall apply to the exercise by the Council of its powers under Section 56 (1) (b) Agricultural Pests Destruction Act 1967. Rabbit control and eradication measures shall only be undertaken by the Council on the land with the consent of the Farmer or after notice has first been given in accordance with Sections 56 (2) and 117 of that Act.

**8. Disclaimer**

8.1 The Farmer acknowledges:

1. the Farmer has been offered an opportunity of receiving independent financial and management advice on the plan and its effects and implications
2. the Farmer has entered into this agreement solely in reliance upon the Farmers own judgement
3. the Farmer has not entered into this agreement in reliance upon or in consideration of any advice given or statement made by MAF or the Council
4. the Farmer has been advised to obtain and has had the opportunity of receiving independent legal advice of the terms of this agreement and its effects and implications.

**9. Duration**

9.1 Subject to clauses 9.2 and 9.3 the Farmers obligations under this agreement shall end on 30 June 2010.

9.2 The Farmer shall not remove or damage any trees planted under the plan without the Council's written consent before 30 June 2010.

9.3 The Farmer shall carry out the land management practices stipulated in the plan until 30 June 2000 unless the Council and the Farmer otherwise agree.

**10 Further Rabbit Control, Eradication and Land Management**

10.1 It is the Farmer's responsibility to prevent rabbit populations increasing and maintain rabbit control and eradication measures after 30 June 1995. If the Farmer fails to prevent rabbit populations increasing or fails to maintain rabbit control or eradication measures after that date Council reserves the right to exercise its powers under the Agricultural Pest Destruction Act 1967, the Noxious Plants Act 1978, the Rating Powers Act 1988 and any other legislation administered by the Council. In particular (but without limiting the Councils powers) the Council may enter the land and carry out rabbit control or eradication measures, works, or maintenance of works, make and levy rates and recover any costs incurred by the Council from the Farmer.

**11. Default by the Farmer**

11.1 If the Farmer breaches this agreement and the breach is capable of being remedied then the Council shall serve a written notice on the Farmer describing the breach and requiring the Farmer to remedy the breach within the time specified in the notice.

11.2 The time given to remedy the breach shall be a reasonable time having regard to the nature and effect of the breach and the means by which the breach can be remedied.

*MS. nje*  
B.S.G.  
1998

*Q*

- 11.3 If the breach cannot be remedied the Council shall give notice of the breach to the Farmer.
- 11.4 If the Farmer fails to remedy the breach within the time specified in the notice or if the breach is incapable of remedy the Farmer shall, upon demand, pay to the Council the amount of the grant actually paid by the Council under the plan to the date of demand by the Council under this agreement or such lesser sum as the Council decides should be repaid to the Council.
- 11.5 The amount recoverable by the Council under the preceding subclause shall be a reasonable sum having regard to the nature and effect of the breach.
- 11.6 If the Farmer is dissatisfied with
1. Council's finding that the Farmer is in breach of the agreement
  2. the time fixed by the Council to remedy any breach
  3. the sum payable by the Farmer under clause 11.4
- the Farmer may, within 14 days of receiving notice of the breach, or as the case may be, the notice of demand he may by written notice to the Council refer the matter to arbitration for determination.
- 12. Arbitration**
- 12.1 Any dispute between the Council and the Farmer under this agreement shall be referred to arbitration.
- 12.2 The dispute shall be determined by a single arbitrator appointed by the parties, or failing agreement the nominee of the Minister of the Environment or the Minister's delegate.
- 12.3 Any reference to arbitration shall be deemed to be a submission to arbitration in terms of the Arbitration Act 1908.
- 12.4 The Arbitration Act 1908 shall apply to any arbitration under this agreement.
- 12.5 The award of the Arbitrator shall be final and binding on the parties.
- 13. Service**
- 13.1 Notices may be served on the Council by being delivered to the Council's principal office.
- 13.2 Notices may be served on the Farmer either
1. personally; or
  2. by post; a notice sent by post shall be deemed to be served on the Farmer on the 7th day after posting unless the contrary is proved. It is sufficient that the notice be addressed to the Farmer's last known address or to the address of the land.
- 14. Enforcement**
- 14.1 This agreement is a land improvement agreement under Sections 30(3) and 30A of the Soil Conservation and Rivers Control Act 1941.
- 14.2 All the provisions of those Sections shall apply to this agreement.
- 14.3 Any sum payable to the Council under clause 11.4 may be recovered by the Council under Section 30A of the Soil Conservation and Rivers Control Act 1941.
- 14.4 This agreement shall bind the Farmer and the Farmer's successors in title.
- 14.5 The Council shall register this agreement against the title to the land.
- 15. Personal Liability of the Farmer**
- 15.1 The Farmer shall be personally liable under this agreement to the extent provided by this agreement and Section 30A of the Soil Conservation and Rivers Control Act 1941.
- 15.2 If the Farmer is two or more persons then the liability shall be joint and several.
- 15.3 If the Farmer is a company the Farmer's obligations shall be guaranteed by the Directors of the company. The liability of the guarantors shall be joint and several.

**16. Variations**

16.1 This agreement (including the plan) may be varied by the parties.

16.2 Any variation shall be in writing.

16.3 No variation shall have effect until approved by MAF.

16.4 Any variation may be registered against the title to the land.

**17. Agreement Conditional upon Government Funding**

17.1 This agreement is conditional upon the Crown paying to the Council annually during the period 1 April 1990 to 30 June 1995 the money necessary to enable the Council to pay the grants set out in the plan up to the level of the property cap.

17.2 This condition is a condition subsequent.

17.3 If the Crown fails to provide the Council with funds then the Council shall give notice to the Farmer. This notice shall relieve the Farmer and the Council from further performance of this agreement except that:

1. works commenced shall be completed to the extent that the Council has received funds for those work from the Crown
2. works (excluding removal or planting of vegetation) completed shall be maintained by the Farmer until 30 June 2010
3. any trees already planted shall not be removed without the Council's written consent before 30 June 2010
4. the Farmer shall continue land management practices and land uses already adopted in accordance with the plan until 30 June 2000 provided that they are not part of an integrated farming programme under the plan in which other parts of that programme have not been completed or put in place.
5. the Farmer shall maintain any areas stripped of or planted with vegetation until 30 June 2000
6. the provisions of clauses 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 18 and 19 of this agreement shall continue to apply.

**18. MAF's Rights**

18.1 The rights, powers and immunities conferred on MAF by clauses 7, 8, 13 and 16 of this agreement are "benefits" and MAF is "a beneficiary" for the purposes of the Contracts (Privity) Act 1982.

18.2 MAF may enforce those provisions as if it were a party to this agreement in accordance with the terms of this agreement and the provisions of the Contracts (Privity) Act 1982.

**19. Interpretation**

19.1 "Council" includes its officers, employees, agents and independent contractors.

19.2 "Farmer" includes any person acquiring the Farmer's interest in the land; and includes any guarantor.

19.3 "Grant" means the money payable by the Council under the plan.

19.4 "Guarantor" means the person or persons who sign the guarantee annexed and if more than one, both or either of those persons.

19.5 "Land management" includes:

1. adhering to specific livestock levels
2. using particular feed production techniques
3. using particular livestock types and breeds
4. implementing specific grazing programmes
5. supplying livestock with specified feed
6. retiring land from use by livestock

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BLO

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