

Crown Pastoral Land Tenure Review

Lease name : SILVER HILL

Lease number : PT 103

Due Diligence Report (including Status Report)

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.

January

06

DUE DILIGENCE REPORT
CPL PRE TENURE REVIEW ASSESSMENT STANDARD 6:

SILVER HILL

File Ref: CON/50269/09/12715/A Report No: CH0148 Report Date: 17/6/2002
Office of Agent: Christchurch LINZ Case No: Date sent to LINZ: 17/6/2002

RECOMMENDATIONS

1. That the Commissioner of Crown Lands or his delegate **note** this Due Diligence Report which has been prepared in accordance with the Pre Tenure Review Assessment Standard;
2. That the Commissioner of Crown Lands or his delegate **note** that no incomplete actions were identified which require action by the Manager Crown Property Contracts *[or other party]*;

Signed by Opus:

Peer Reviewed



Mike Todd
Property Consultant



JM Coffey
Property Consultant

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

Name:
Date of decision: / /

1. Details of lease:

Lease Name: Silver Hill
Location: Fairlie
Lessee: Ian James Morrison
Tenure: Pastoral Lease
Term: 33 years from 1 July 1962 renewed for a further term of 33 years
Annual Rent: \$1,200.00
Rental Value: \$80,000.00
Date of Next Review: 1 July 2006
Land Registry Folio Ref: CB529/208
Legal Description: Run 306 situated in Blocks IX, X, XIII and XIV, Tengawai Survey District.
Area: 1141.2135 hectares

2. File Search

Files held by Agent on behalf of LINZ:

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
CON/50269/09/12715-ZNO	1	-	-	-	-

Other relevant files held by LINZ:

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
Pt/099-SCH-01	1	-	3/1941	185	4/1974
Pt/099-SCH-02	2	186	8/1974	264	8/1994
Pt/099-SCH-03	3	-	8/1994	-	6/2000
Pt/103-SCH-04	4	-	3/1940	-	6/1988
CON/50213/09/12730/A-ZNO	-	-	1/7/00	-	Present

3. Summary of lease document:

Terms of lease

Pastoral lease under the Land Act 1948 issued for 33 years from 1 July 1962 and renewed for a further term of 33 years by memorandum of variation registered 2 January 1995. The lease has a base stock limit of 1210 wethers from May to October with 1595 wethers allowed for balance of the year and an additional 770 ewes in February – March each year. The current personal exemption to this limit is 1000 breeding ewes and 100 breeding cows with an additional 2000 breeding ewes in May-June.

The memorandum of variation renewing the lease also varied it by replacing the covenant to pay rent with a new clause.

Area adjustments

There have been a no transactions affecting the area of the lease.

Registered interests

- Subject to Section 58 of the Land Act 1948.
This is the marginal strips provision of the Land Act 1948.
- 5269.1 Land Improvement Agreement registered 16 August 1974.
Recording the terms of an agreement between the lessee and the South Canterbury Catchment Board for the development of parts of the lease.
- 133717.7 Land Improvement Agreement registered 14 June 1977.
Varying the terms of Agreement 5269.1
- 890425.2 Mortgage registered 7 August 1990.
Mortgage to Trustbank Canterbury Limited.
- A156882.1 Variation of lease registered 2 January 1995.
Renewing the lease for a further term of 33 years and replacing the covenant to pay rent with a new clause.

Unregistered interests

There are no known unregistered interests

Summarise any Government programmes approved for the lease:

The property is subject to a Land Improvement Agreement dated 10 July 1974 for the development of the property by the owner over a period of 3 years with subsidies from the South Canterbury Catchment Board. The agreement requires the owner to maintain the works and areas affected by the plan for a period of 99 years from the completion of the works.

Summary of Land Status Report:

The land status report notes the following points:

- A field inspection may be required to ascertain if streams within this pastoral lease could be subject to Section 24 of the Conservation Act 1987. No evidence has been found that this aspect was considered or recorded on a plan held by the Chief Surveyors Office on renewal of this lease on 1 July 1995.

This refers to advice given by the chief surveyor at the time, that a field inspection of the lease land would be required to determine which if any stream

marginal strips would apply to. It is not considered relevant in the context of tenure review

Review of topographical and cadastral data:

There are no features of note shown on the topographical and cadastral data for this property.

Details of any neighbouring Crown or conservation land

There is no adjoining conservation land (with the possible exception of undefined marginal strips) nor is there any adjoining Crown land save for the Manahune and Chetwynd pastoral leases.

Summarise any uncompleted actions or potential liabilities:

No uncompleted actions or potential liabilities have been identified.

Appendices

Appendix 1 – Land Status Check and Plan.

Appendix 1 – Land Status Check and Plan.

~~RELEASED UNDER THE OFFICIAL INFORMATION ACT~~
OPUS INTERNATIONAL CONSULTANTS LIMITED APPENDIX A
DUNEDIN OFFICE

Project Number 6NLITR.02/356YC

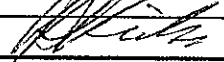


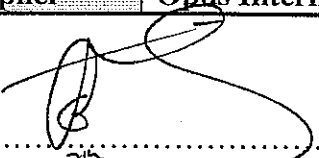
This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No: 50269 dated September 2001 and is undertaken for the purposes of Tenure Review in terms the Crown Pastoral Land Act 1998.

LAND STATUS REPORT for Silver Hill				LIPS Ref 12715
Property	1	of	1	

Land District	Canterbury
Legal Description	Run 306 situated in Blocks IX, X, XIII and XIV Tengawai Survey District.
Area	1141.2135 hectares
Status	Crown Land subject to Pastoral Lease P.103
Instrument of title / lease	Pastoral Lease CB529/208 pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal A 156882.1
Encumbrances	Subject to: - <ul style="list-style-type: none"> • 5269.1 Land Improvement Agreement (as varied by 133717.7) pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 • Part IVA Conservation Act 1986
Mineral Ownership	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 1848 Kemp Purchase
Statute	Land Act 1948 and Crown Pastoral Land Act 1998

Data Correct as at	7 June 2002
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Prepared by	John Kirk 
Crown Accredited Supplier	Opus International Consultants Ltd, Dunedin

Peer reviewed
 Garry Patrick  7th June 2002

LAND STATUS REPORT for Silver Hill				LIPS Ref 12715
Property	1	of	1	

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.

- A field inspection may be required to ascertain if streams within this pastoral lease could be subject to Section 24 of the Conservation Act 1987. No evidence has been found that this aspect was considered or recorded on a plan held in the Chief Surveyors Office on renewal of this lease on 1 July 1995.

LAND STATUS REPORT for Silver Hill				LIPS Ref 12715
Property	1	of	1	

Research Data: *Some Items may be not applicable*

SDI Print Obtained	Yes
NZMS 261 Ref	I 38, J38
Local Authority	Mackenzie District Council
Crown Acquisition Map	Kemp Purchase
SO Plan	<p>SO 4352- Plan of application section 1798 Blocks XIII & XIV Tengawai Survey District [June 1885]</p> <p>SO 3183- Plan of Run 309 situated in Tengawai Survey District [August 1894]</p> <p>SO 2830- Plan of Rural Section's 18029, 28453, 28661, 28662, 28663, 28384, 29037, 28673, 27564, 28674, 30868, 27565, 30867, 34334, 34131, 34333, 26450, 34693, 34335, 27141 & 34133. [February 1884]</p> <p>SO 2409- Plan of Block X (Albuny Run) Tengawai Survey District [November 1878]</p> <p>SO 2849- Plan of Rural Sections 25128, 25129, 34133, 30707, 34273 & 34134 [October 1889]</p> <p>Block Sheets for Block's XIII, X, IX & XIV Tengawai [date of approval not known]</p>
Relevant Gazette Notices and / or Computer interest register.	Searched no relevant Gazettes or Computer interests found
CT Ref / Lease Ref	<p>Pastoral Lease CB529/208 pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal A 156882.1</p> <p>CB322/179 & CB479/9 Lease of small grazing-run under the Land Act 1908</p>
Plan Index	Plans as shown above
Legalisation Cards	Searched nothing found
Statutory Actions (Landonline)	Searched nothing found
CLR	Supports Pastoral Status
Allocation Maps (if applicable)	DOC & SOE maps searched, no allocations within lease area.

LAND STATUS REPORT for Silver Hill				LIPS Ref 12715
Property	1	of	1	

VNZ Ref - if known	25280 300
Crown Grant Maps	Not applicable
If Subject land Marginal Strip: a) Type [Sec 24(9) or Sec 58] b) Date Created c) Plan Reference	Sec 24(9) On renewal of this lease on 1 July 1995 The extent of rivers or streams over 3 meters in width have not been shown on any plan lodged in the Chief Surveyors Office
If Crown land -- Check Irrigation Maps.	Not applicable
Mining Maps	No licences registered.
If Road a) Is it created on a Block Plan -- Section 43(1)(d) Transit NZ Act 1989 b) By Proc	a) SO Plan Not applicable b) Proc Plan c) Gazette Ref
Other Relevant Information a) Concessions -- Advice from DOC or Knight Frank. b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998 c) Mineral Ownership	a) The Department of Conservation has been consulted and no Conservation area status land has been identified within the boundary of this property other than marginal strips along the waterways stated in the "Notes" above b) Nothing found c) The Crown owns mines and Minerals because the land

LAND STATUS REPORT for Silver Hill				LIPS Ref 12715	
Property	1	of	1		

d) Other Info	has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Purchase. d)
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3.

RELEASED UNDER THE OFFICIAL INFORMATION ACT
OPUS INTERNATIONAL CONSULTANTS LIMITED APPENDIX A
CHRISTCHURCH OFFICE

Project Number 6NLITR.02/356YC



This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No: 50269 dated September 2001 and is undertaken for the purposes of Tenure Review in terms the Crown Pastoral Land Act 1998.

LAND STATUS REPORT for Silver Hill				LIPS Ref 12715
Property	1	of	1	

Land District	Canterbury
Legal Description	Run 306 situated in Blocks IX, X, XIII and XIV Tengawai Survey District.
Area	1141.2135 hectares
Status	Crown Land subject to the Land Act 1948
Instrument of title / lease	Pastoral Lease CB529/208 pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal A 156882.1
Encumbrances	Subject to: - <ul style="list-style-type: none"> • 5269.1 Land Improvement Agreement (as varied by 133717.7) pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 • Part IVA Conservation Act 1987
Mineral Ownership	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 1848 Kemp Purchase
Statute	Land Act 1948 and Crown Pastoral Land Act 1998

Data Correct as at	7 June 2002
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Prepared by	Mike Todd <i>Mike Todd 18/6/2002</i>
Crown Accredited Supplier	Opus International Consultants Ltd, Christchurch

LAND STATUS REPORT for Silver Hill				LIPS Ref 12715
Property	1	of	1	

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.

- A field inspection may be required to ascertain if streams within this pastoral lease could be subject to Section 24 of the Conservation Act 1987. No evidence has been found that this aspect was considered or recorded on a plan held in the Chief Surveyors Office on renewal of this lease on 1 July 1995.

LAND STATUS REPORT for Silver Hill				LIPS Ref 12715
Property	1	of	1	

Research Data: Some Items may be not applicable

SDI Print Obtained	Yes
NZMS 261 Ref	I 38, J38
Local Authority	Mackenzie District Council
Crown Acquisition Map	Kemp Purchase
SO Plan	<p>SO 4352- Plan of application section 1798 Blocks XIII & XIV Tengawai Survey District [June 1885]</p> <p>SO 3183- Plan of Run 309 situated in Tengawai Survey District [August 1894]</p> <p>SO 2830- Plan of Rural Section's 18029, 28453, 28661, 28662, 28663, 28384, 29037, 28673, 27564, 28674, 30868, 27565, 30867, 34334, 34131, 34333, 26450, 34693, 34335, 27141 & 34133. [February 1884]</p> <p>SO 2409- Plan of Block X (Albuny Run) Tengawai Survey District [November 1878]</p> <p>SO 2849- Plan of Rural Sections 25128, 25129, 34133, 30707, 34273 & 34134 [October 1889]</p> <p>Block Sheets for Block's XIII, X, IX & XIV Tengawai [date of approval not known]</p>
Relevant Gazette Notices and / or Computer interest register.	Searched no relevant Gazettes or Computer interests found
CT Ref / Lease Ref	<p>Pastoral Lease CB529/208 pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal A 156882.1</p> <p>CB322/179 & CB479/9 Lease of small grazing-run under the Land Act 1908</p>
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Property	1	of	1	

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If Crown land – Check Irrigation Maps.	Not applicable
Mining Maps	No licences registered.
If Road a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989 b) By Proc	a) SO Plan Not applicable b) Proc Plan c) Gazette Ref
Other Relevant Information a) Concessions – Advice from DOC or Knight Frank. b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998 c) Mineral Ownership	a) The Department of Conservation has been consulted and no Conservation area status land has been identified within the boundary of this property other than marginal strips along the waterways stated in the “Notes” above b) Nothing found c) The Crown owns mines and Minerals because the land

LAND STATUS REPORT for Silver Hill				LIPS Ref 12715	
Property	1	of	1		

d) Other Info	has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Purchase. d)
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RELEASED UNDER THE OFFICIAL INFORMATION ACT
OPUS INTERNATIONAL CONSULTANTS LIMITED APPENDIX B
CHRISTCHURCH OFFICE

Project Number 6NLITR.02/356YC



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LAND STATUS REPORT for Silver Hill			LIPS Ref 12715
Property	1	of	1

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Statute	Land Act 1948 and Crown Pastoral Land Act 1998

Data Correct as at	7 June 2002
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Prepared by	Mike Todd <i>Mike Todd 18/6/2002</i>
Crown Accredited Supplier	Opus International Consultants Ltd, Christchurch

Approved/~~Declined~~

G K Webley
Portfolio Manager
Land Information New Zealand
 18/6/2002



CERTIFICATION

Status Investigation – Silver Hill Pastoral Lease

1. Michael John Todd, Property Consultant, Opus International Consultants Limited certifies that the status report enclosed for approval is in order for signature.
2. In giving this certification, Michael John Todd, Property Consultant, Opus International Consultants Limited undertakes that the status report has been completed in accordance with all relevant policy instructions and in particular OSG Standard 1999/05 and the Regulatory Chiefs' Land Status Investigations Guidelines 1999/01.

A handwritten signature in black ink, appearing to read "Mike Todd".

Mike Todd
Opus International Consultants Ltd
17 June 2002



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



Search Copy

R. W. Muir
Registrar-General
of Land

Identifier CB529/208
Land Registration District Canterbury
Date Registered 06 June 1962 01:44 pm

Prior References
CB479/9

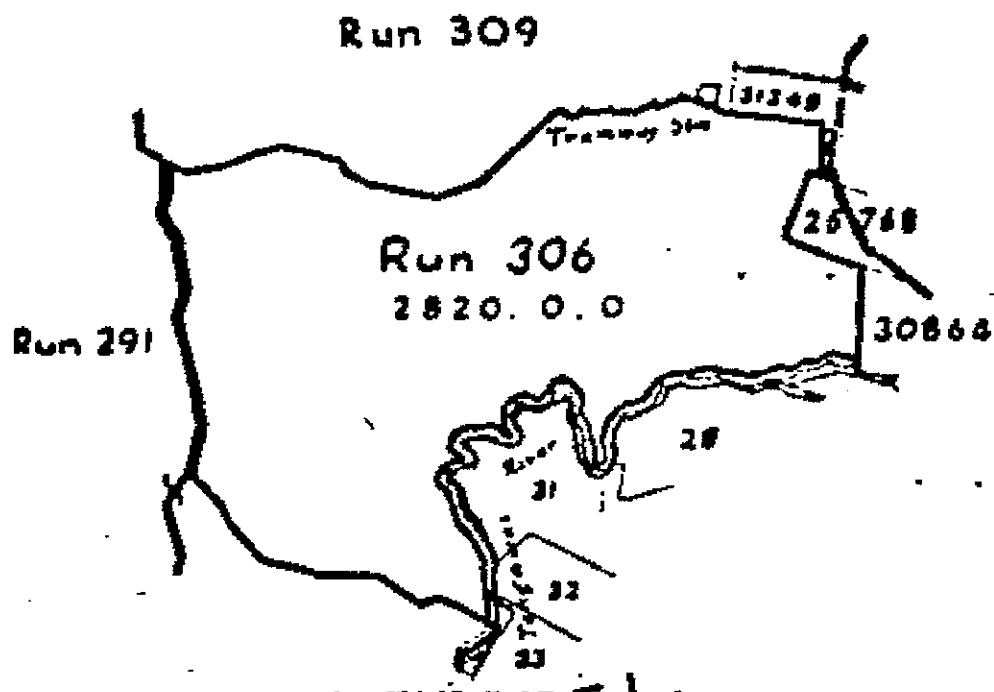
Type	Lease under s83 Land Act 1948	
Area	1141.2135 hectares more or less	Term 33 years commencing on the first day of July 1962 and renewed for a further 33 years commencing on 1.7.1995

Legal Description Run 306

Proprietors
Ian James Morrison

Interests

Subject to Section 58 Land Act 1948
5269.1 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 16.8.1974 at 3.59 pm
133717.7 Land Improvement Agreement varying the terms of Land Improvement Agreement 5269.1 - 14.6.1977 at 10.05 am
890425.2 Mortgage to Trust Bank Canterbury Limited - 7.8.1990 at 9.15 am and varied 11.8.1994 at 10.57 am
A156882.1 Variation and Renewal of the within lease for a further term - 2.2.1995 at 11.58 am





COMPUTER INTEREST REGISTER
UNDER LAND TRANSFER ACT 1952



Historical Search Copy

R. W. Muir
Registrar-General
of Land

Identifier **CB529/208**
Land Registration District **Canterbury**
Date Registered 06 June 1962 01:44 pm

Prior References
CB479/9

Type	Lease under s83 Land Act 1948		
Area	1141.2135 hectares more or less	Term	33 years commencing on the first day of July 1962 and renewed for a further 33 years commencing on 1.7.1995

Legal Description Run 306

Original Proprietors
Ian James Morrison

Interests

Subject to Section 58 Land Act 1948
5269.1 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 16.8.1974 at 3.59 pm
133717.7 Land Improvement Agreement varying the terms of Land Improvement Agreement 5269.1 - 14.6.1977 at 10.05 am
890425.2 Mortgage to Trust Bank Canterbury Limited - 7.8.1990 at 9.15 am and varied 11.8.1994 at 10.57 am
A156882.1 Variation and Renewal of the within lease for a further term - 2.2.1995 at 11.58 am

Not Registered under Section 52 of the Land Act, 1943. Registered under Section 52-529208. E. and S. R.-1

NEW ZEALAND

Entered in the Register-book, Vol. 529, fol. 208

Form 473 fol. 9

CANTERBURY LAND DISTRICT

6th day of JUNE

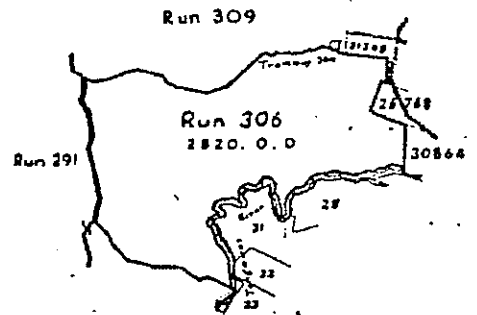


at 1.44 o'clock P.M. Registrar

Pastoral Lease of Pastoral Land under the Land Act, 1948

No. 1 103

This Deed, made the first day of March, one thousand nine hundred and sixty-two between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and [Name] of the other part, in the Dominion of New Zealand,



of [Name] of the one part, and [Name] of the other part, in the Dominion of New Zealand, that, in consideration of the rent hereinafter reserved, 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 that piece or parcel of land containing by admeasurement two thousand eight hundred and twenty (2,820) acres situated in the Land District of Canterbury, and being Run 306 "Silver Hill" situated in Blocks 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 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, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 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930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

METRIC AREA: 114.2135 ha Scale: one mile to an inch

Subject to the provisions of Section 58 of the Land Act 1948.

(hereinafter referred to as "the said land"), as the same is more particularly delineated in the plan drawn hereon and therein coloured red in outline; together with the rights, easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee 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 1962. 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 Canterbury the clear annual rent of one hundred and twenty-five pounds (£125 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 shillings and pence (£ : :) on the 1st day of January and the 1st day of July in each year in the same manner as aforesaid.

- AND the Lessee doth hereby covenant with the Lessor as follows, that is to say:-
1. THAT the Lessee will fully and punctually pay the rent hereinbefore reserved at the times and in the manner hereinbefore reserved 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.
2. THAT the Lessee will within one year after the date of this lease take up his residence on the said land, and thereafter throughout the term of the lease will reside continuously on the said land.
3. THAT the Lessee will hold and use the said land bona fide for his own use and benefit and will not transfer, assign, sell, 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.
4. THAT the Lessee will at all times farm the said land diligently and in a husbandlike manner according to the rules of good husbandry and will not in any way commit waste.
5. THAT the Lessee will throughout the term of his lease to the satisfaction of the Commissioner of Crown Lands for the Land District of Canterbury (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, 1925.
6. THAT the Lessee will keep the said land free from wild animals, rabbits, and other vermin, and generally comply with the provisions of the Rabbit Nuisance Act, 1925.
7. THAT the Lessee will clean and clear from weeds and keep open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be 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.
8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (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.
9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto, which are being purchased by the Lessee) now or hereafter erected on the said land to their full insurable value in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all premiums falling due under every such insurance policy 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.
10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, fell, mill, 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, roadmaking, or building purpose on the said land nor where the timber or tree has been planted by the Lessee.
11. THAT the Lessee shall not, except for the purpose of complying with any of the provisions of the Noxious Weeds Act, 1925, burn any tussock, scrub, fern, or grass on the said land, nor permit any tussock, scrub, fern, or grass on the said land to be burnt, unless in either case 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 deem necessary.
12. THAT officers and employees of the Department of Lands and Survey shall at all times have a right of access, egress, and ingress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums, or other animals which the said 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 avoid undue disturbance of the Lessee's stock.
13. See back hereof.

- AND it is hereby agreed and declared by and between the Lessor and the Lessee:-
(a) THAT the Lessor shall have the exclusive right of pasturage over the said land, but shall have no right to the soil.
(b) THAT the Lessor 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 Lessee 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 bounds 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, roadmaking, or building purposes on the said land, but not otherwise.
(c) THAT upon the expiration by effluxion of time 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 57 (2) of the Land Act, 1948, a new lease of the land hereby leased at a rent to be determined in the manner provided 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 renewal thereof and all provisions ancillary or in relation thereto.

H. J. M.

H. J. M.

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- (f) THAT the Lessee shall have no right of enjoying the fee-simple of the said land.
- (g) 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 back or scrub and sow the land so cleared in grass;
 - (v) 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 grasses to the satisfaction of the Commissioner.
- (h) THAT the Lessee shall not be permitted to graze the said land and shall not be permitted to use the said land for the purpose of this lease in any way, save as is herein expressly permitted and except between the said termination of the lease and the time that the number of stock depastured on the said land during the winter months shall not, without the permission of the Commissioner, exceed the number of sheep or cows or a mixture of sheep and cows as may be determined by the Commissioner.
- (i) THAT if the Lessee shall leave New Zealand or abandon the said land or if he cannot be found or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied to the satisfaction of the Land Settlement Board or the Commissioner, as the case may be, or make default for not less than two months in the payment of rent, water levy, or other payments due to the Lessee, then the Land Settlement Board may, subject to the provisions of section 144 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.
- (j) 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 REFERRED TO IN CLAUSE 4 HEREOF PURCHASED BY THE LESSEE FOR CASH

200 chains boundary fencing (2 miles) 255

In witness whereof the Commissioner of Crown Lands for the Land District of Albury, on behalf of the Lessor, hath hereunto set his hand, and these presents have also been executed by the said Lessee.

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

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

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

ALBURY 37 MAR 1962
Witness: *[Signature]*
Occupation: *[Signature]*
Address: *[Signature]*

[Signature]
Asst. Commissioner of Crown Lands.

[Signature]
Lessee.

LAND & Survey
[Signature]
6 JUN 1962
144
15
3 050

13. THAT without derogating from or restricting the covenants contained in Clause 4 hereof and on the part of the Lessee to be performed or complied with that throughout the term during the six winter months from May to October the Lessee will not depasture on the land more than 1210 wethers and during the remaining six months he will not depasture more than 1500 wethers except for a period of two months during February and March when an additional 750 ewes may be depastured during each and every year. 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 provided nevertheless to the right of the Board to revoke or vary such consent at any time.

Subject to the provisions of Section 58 of the Land Act 1948

Mortgage 699974 *[Stamp]* *[Signature]*
Total land: *[Signature]*
Zeealand *[Signature]* of 2.25

Variation of mortgage 699974 17.8.1970 at 11.12.9. u. *[Signature]* A.C.R.

THIS REPRODUCTION (ON A REDUCED SIZE) CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL REGISTER FOR THE PURPOSES OF SECTION 215A LAND TRANSFER ACT 1952.
[Signature] A.L.R.

Variation of Mortgage 699974 - 8/11/1972 at 10.5 a.m.

Transfer 928319 to Hugh James Morrison and Frederick William Tubb both of Albury, Farmers - 19.9.1973 at 10.30 a.m.

[Signature] A.L.R.

No. 5269/1 Land Improvement Agreement under Section 30A Soil Conservation and Rivers Control Act 1941 - 16.8.1974 at 3.59 p.m.

[Signature] A.L.R.

No. 133717/7 Land Improvement Agreement varying the terms of Land Improvement Agreement 5269/1 - 14.6.1977 at 10.05 a.m.

[Signature] A.L.R.

Variation of Mortgage 699974 - 21.10.1977 at 9.07 a.m.

[Signature] A.L.R.

Transfer 212215/4 of a 1/3 share to Ian James Morrison of Albury, Farmer - 2.2.1979 at 2.06 pm.

[Signature] A.L.R.

Mortgage 212215/4 to The Rural Banking and Finance Corporation - 2.2.1979 at 2.04 pm.

[Signature] A.L.R.

over... A.L.R.

[Signature]
for A.L.R.

Transfer 442041/1 of their share Hugh James Morrison and Frederick William Tubb to Ian James Morrison of Albury, Farmer - 7.7.1983 at 9.34 a.m.

[Signature]
for A.L.R.

Variation of Mortgage 212215/5 - 7.7.1983 at 9.34 a.m.

[Signature]
for A.L.R.

Mortgage 442041/3 to Hugh Morrison and Christina Fay Morrison shares - 7.7.1983 at 9.34 a.m.

[Handwritten notes and stamps]

[Signature]
for A.L.R.

Variation of Mortgage 212215/5 - 19.10.1983 at 9.36 a.m.

[Signature]
for A.L.R.

Variation of Mortgage 212215/5 - 6.12.1985 at 9.35a.m.

[Signature]
for A.L.R.

Mortgage 890425/2 to Trust Bank Canterbury Limited - 7.8.1990 at 9.15am

[Signature]
for A.L.R.

No. 890425/4 Memorandum of Priority making Mortgages 890425/2 and 442041/3 first and second mortgages respectively - 7.8.1990 at 9.15am

for A.L.R.

Variation of Mortgage 890425/2 - 11.8.1994 at 10.57am

[Signature]
for A.L.R.

No. A156882/1 Variation and Renewal of the within lease for a term of 33 years commencing on 1.7.1995 - 2.2.1995 at 11.58am

[Signature]
for A.L.R.

