

## Crown Pastoral Land Tenure Review

Lease name : THE BEECHES I

Lease number : PO 175

### Due diligence report (including status report) - Pt 3

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.

September 04

**ATTACHMENT 1:**

Recent copy of Lease Document OT386/60.



### COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952



#### Historical Search Copy

R. W. Muir  
Registrar-General  
of Land

**Identifier** OT386/60  
**Land Registration District** Otago  
**Date Registered** 24 October 1957 11:33 am

**Prior References**  
OT336/90

<b>Type</b>	Lease under s83 Land Act 1948	<b>Term</b>	Thirty-three years commencing on the first day of July 1957 and renewed for a further period of 33 years commencing on the 1.7.1990
<b>Area</b>	1067.5607 hectares more or less		

**Legal Description** Part Run 204b and Section 25-26 Block IV Upper Taieri Survey District

**Original Proprietors**  
Andrew William Weir as to a 1/2 share  
Stuart Gerard Weir as to a 1/2 share

**Interests**

- 392949 Compensation Certificate pursuant to Section 17 Public Works Amendment Act 1948 - 4.10.1972 at 2.11 pm
- 645939.1 Transfer creating the following easement - 24.10.1985 at 9.59 am

Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
Water	Part Run 204b and Section 25-26 Block IV Upper Taieri Survey District - herein	Line B Transfer 645939.1	Section 14 Block IV Upper Taieri Survey District - CT OT110/83	

- 761385 Memorandum renewing the term of the within lease for a further period of 33 years commencing on the 1.7.1990 and fixing (for the first 11 years) the annual rent at \$1,125.00 calculated on a rental value of \$167,000.00 - 21.8.1990 at 9.35 am
- 916504.1 Certificate Specifying Mining Rights under s417 (2) Resource Management Act 1991 - 19.9.1996 at 1.41 pm
- 929862.3 Mortgage to Westpac Banking Corporation - 15.5.1997 at 12.08 pm
- 935468.1 Certificate Specifying Mining Rights under s417 (2) Resource Management Act 1991 - 27.8.1997 at 11.28 am
- 937292.1 Certificate Specifying Mining Rights under s417 (2) Resource Management Act 1991 - 30.9.1997 at 12.22 pm
- 955680.1 Transfer creating the following easement - 8.10.1998 at 10.53 am

Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
Convey water	Part Run 204b and Section 25-26 Block IV Upper Taieri Survey District - herein	B SO Plan 21966	Section 30, Section 34-35, Section 62, Section 67, Section 69, Section 71, Section 74-76, Section 79-80, Section 85-87 and Section 89 Block I Rock & Pillar Survey District - CT OT13B/1020	

DEC 19 '01 14:23 KNIGHT FRANK

P.1

**Identifier**

**OT386/60**

5006726.4 Transfer of Certificate 937292.1 to Stationview Farm Limited - 4.8.2000 at 12:40 pm

Subject to Part IVA Conservation Act 1987

5115126.1 Departmental Dealing to correct within title for omission of Part IVA Conservation Act 1987 memorial pursuant to Memorandum of renewal 761385 - 27.11.2001 at 9:30 am

Issued as a Remand of [for in Exchange for] Lease  
Former Reference  
registered in Vol. 326, fol. 90

LAND & DEEDS  
30 SEP 1951  
247

LAND & DEEDS  
30 SEP 1951  
101  
Abstract No. 122 LAND DISTRICT

Registered in the LAND REGISTRY  
But not under the LAND TRANSFER ACT  
Record in the Register Book, Vol. 326, fol. 60  
Day of October  
33 Oct  
Anst. Lead Register



Image Quality due  
to Condition  
of Original

Pastoral Lease of Pastoral Land under the Land Act, 1948  
No. P.175

This Deed, made the first day of July, one thousand nine hundred and fifty-seven, between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the lessor"), of the one part, and REGGIE PASTORAL COMPANY LIMITED a duly incorporated Company having its registered office at AUCKLAND in the Dominion of New Zealand, (who, with his heirs and successors, and permitted assigns, is hereinafter referred to as "the Lessee"), of the other part, WITNESSETH that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained or implied and on the part of the Lessee to be paid, observed, and performed, the Lessee doth hereby demise and lease unto the Lessee All those pieces or parcels of land containing by admeasurement 2638 acres, more or less, situated in the Land District of Otago, and being Part Run 2025, Upper Triari and Block end Tiller Survey Districts and Sections 25 and 26 Block IV Upper Triari Survey District (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 fifty-seven, together with the period between the date of this lease and the aforesaid first day of

LAND & DEEDS  
24 OCT 1951  
11-53  
Abstract No. 441

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 Otago the clear annual rent of Eighty pounds (£80:--:-- ) payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term. And also paying in respect of the improvements specified in the Schedule hereto the sum of (£ ) by a deposit of (£ ) (the receipt of which sum is hereby acknowledged) and thereafter by half-yearly instalments of pounds shillings and pence (£ ) on the 1st day of January and the 1st day of July in each and every year during the said term.

- AND the Lessee doth hereby covenant with the Lessee as follows, that is to say:-
1. THAT the Lessee will fully and punctually pay the rent hereinafter reserved at the times and in the manner hereinafter named in this 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 lawfully for his own use and benefit and will not transfer, assign, sublet, mortgage, charge, or part with possession of the said land or any part thereof without the previous approval of the Land Forfeiture 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 from 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 Otago (hereinafter referred to as "the Commissioner") cut and trim all trees and bushes, clear and keep clear the said land of all noxious weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1950.
  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, 1955.
  7. THAT the Lessee will clear and clear from weeds and keep open all drains, ditches, and watercourses over 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 first day of the month in which any such premium becomes payable, the amount 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, cut, 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 so obtained shall not be necessary where any such timber or tree is required for any agricultural, pastoral, house-hold, stock-raising, 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, 1950, 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 burned, 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 Internal Affairs shall at all times have a right of ingress, egress, and regress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is 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. THAT the Lessee shall exercise due care in stocking the said land and shall not overstock:

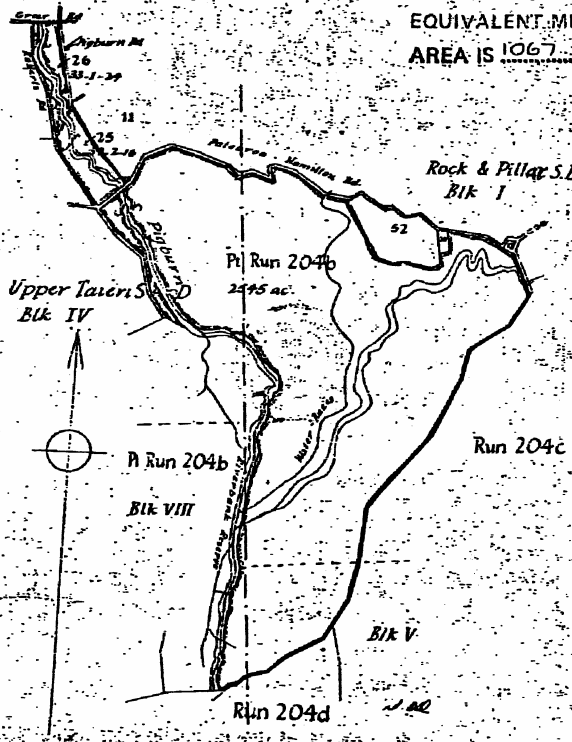
AND it is hereby agreed and declared by and between the Lessee and the Lessee:-

- (a) THAT the Lessee shall have the exclusive right of passage over the said land, but shall have no right to the soil.
- (b) THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1948) 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 20 yards of a road, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any building: dwelling-house: 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, stock-raising, or building purpose on the said land, but not otherwise.
- (c) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter of the expiration of each succeeding term to be granted to the Lessee the Lessee shall have a right to obtain, in accordance with the provisions of section 66 (3) 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 VII 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.

384/60

Pi Run 204b Upper Tairi & Rock & Pillar S.D.  
& Secs 25 & 26 Blk IV Upper Tairi S.D.  
Scale 40 chains to an inch.  
Total Area 2638 ac

EQUIVALENT METRIC  
AREA IS 1067.5607 ha



inclusive each  
long  
400 weathers  
April and May in  
lower country  
to be subject  
Any

38460

- (4) THAT the Lessee shall have no right of acquiring the fee-simple of the said land.
- (5) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary,
  - (i) Cultivate any portion of the said land for the purpose of growing winter feed for the stock dependent thereon;
  - (ii) Drip 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 in 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 clover and grass to the satisfaction of the Commissioner.
- (6) THAT the Lessee shall exercise care in stocking the said land and shall not over-stock; and for the purpose of this clause it is hereby solemnly declared and agreed between the Land Settlement Board and the Lessee that the maximum number of stock to be allowed on the said land during the winter months shall not exceed the prior consent of the Commissioner, expressed in writing, the amount of one cow or one and a half sheep per acre.
- (7) 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 to comply with the covenants and conditions herein expressed or agreed 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, or any other payments due to the Lessee, 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 this without discharge or releasing the Lessee from liability for rent due or accruing due or for any other breach of any covenant or condition of the lease.
- (8) 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 lease 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**

In witness whereof the Commissioner of Crown Lands for the Land District of \_\_\_\_\_, 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: J. E. Kennedy  
 Occupation: Chief Clerk and Acting District  
 Address: \_\_\_\_\_

Signed by the above named Lessee, in the presence of—  
 Witness: \_\_\_\_\_  
 Occupation: \_\_\_\_\_  
 Address: \_\_\_\_\_

C. K. Eells  
 Commissioner of Crown Lands.



The Dominion of New Zealand  
 Limited and heretofore officiated in the presence of  
\_\_\_\_\_  
\_\_\_\_\_

(9) THAT the Lessee may depasture stock on the said land only during the months of April to December inclusive each year and the Lessee shall be deemed not to have failed to use due care in stocking or to have overstocked so long as the number of sheep depastured on the top country of the land comprised in this lease does not exceed 500 ewe heads for the months of May to December inclusive in each year or so long as the number of horses depastured on the lower country of the land comprised in this lease does not exceed 500 per acre for the months of April and May in each year (being the carrying capacity on which the rent hereinafore reserved) but the Commissioner may by notice in writing permit the Lessee to depasture on the upper or top country and the reserved lower country any greater number should he deem it desirable or expedient so to do, any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.

C. K. Eells  
 Commissioner of Crown Lands.

\_\_\_\_\_  
 Lessee.

THIS REPRODUCTION (ON A REDUCED SCALE) CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL REGISTER FOR THE PURPOSES OF SECTION 215A LAND TRANSFER ACT 1952.

386/60

389255 Compensation Certificate pursuant to Section 17 of the Public Works Amendment Act 1948 - 21.7.1978 at 9.325 am.

*[Signature]*  
A.L.R.

645939/1 Transfer being a grant of a right to water (together with incidental rights) over part of the within land shown as a line marked B on the diagram annexed thereto appurtenant to Section 14 Block IV Upper Taieri Survey District (CT 110/83) - 24.10.1985 at 9.59 am.

*[Signature]*  
A.L.R.

392949 Compensation Certificate pursuant to Section 17 of the Public Works Amendment Act 1948 - 4.10.1972 at 2.11 pm

*[Signature]*  
A.L.R.

666338 Mortgage to Wrightson NMA Limited - 29.10.1986 at 11.58 pm

DISCHARGED  
*[Signature]*  
A.L.R.

456241 Agreement pursuant to Section 30 of the Soil Conservation and Rivers Control Act 1941 - 23.3.1978 at 9.37 am

DISCHARGED  
*[Signature]*  
A.L.R.

682890 Prospecting Licence under the Mining Act 1971 affecting part of the within land in favour of Otago Development Corporation for a term of 3 years from 29 June 1980 - 16.7.1987 at 9.50am  
See Volume 9 Folio 208

SURRENDERED  
*[Signature]*  
A.L.R.

525617/2 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 10.12.1979 at 11.00 am

DISCHARGED  
*[Signature]*  
A.L.R.

569644/1 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 27.1.1981 at 9.11 am

DISCHARGED  
*[Signature]*  
A.L.R.

684717 Prospecting Licence under the Mining Act 1971 affecting part of the within land in favour of Michael Jackson, Brian Richard Templeton, Philip Hueston Waldron and Robert David Fleet for a term of 3 years commencing on 31st July 1987 - 12.8.1987 at 9.17am  
See Volume 9D Folio 214

*[Signature]*  
A.L.R.

569644/2 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 29.7.1982 at 9.11 am

DISCHARGED  
*[Signature]*  
A.L.R.

706446/1 Change of Name of licensee in Prospecting Licence 682890 to Scenic Circle Corporation Limited - 7.7.1988 at 10.26 am

*[Signature]*  
A.L.R.

579720/1 Transfer to Peter Geoffrey Mathias of Waipiata farmer as to a 45,514/59,000th share and to Gwyneth Lynnette Mathias of Waipiata married woman and The New Zealand Insurance Company Limited as to a 13,486/59,000th share as tenants in common in the said shares - 22.7.1982 at 10.58 am

*[Signature]*  
A.L.R.

706446/2 Transfer of the licensee in Prospecting Licence 682890 to L & M Mining Limited - 7.7.1988 at 10.26 am

*[Signature]*  
A.L.R.

579720/2 Mortgage to The New Zealand Insurance Company Limited and Missie Mary McLeod - 22.7.1982 at 10.58 am

DISCHARGED  
*[Signature]*  
A.L.R.

755165 Transfer of Mortgage 666338 to Wrightson Farmers Finance Limited - 25.5.1990 at 9.35am

*[Signature]*  
A.L.R.

579720/3 Memorandum of Priority ranking Mortgage 579720/2 as a first mortgage, Mortgage 569644/1 as a second mortgage and Mortgage 569644/2 as a third mortgage - 22.7.1982 at 10.58 am

*[Signature]*  
A.L.R.

614587 Variation of Mortgage 569644/1 - 14.5.1984 at 11.04 am

*[Signature]*  
A.L.R.

761385 Memorandum renewing the term of the within lease for a further period of 33 years commencing on the 1.7.1990 and fixing (for the first 11 years) the annual rent at \$1,125.00 calculated on a rental value of \$167,000.00 - 21.8.1990 at 9.35 am

*[Signature]*  
A.L.R.



CT 386/60

819363/2 Transmission of Mortgage 579720/2 to The New Zealand Guardian Trust Company Limited - 2.12.1992 at 10.13am

*[Signature]*  
A.L.R.

Subject to a right to convey water over part herein marked B SO Pln 21966 appurtenant to Sections 30, 34, 35, 62, 67, 69, 71, 74-76, 79, 80, 85-87 and 89 Block I Rock and Pillar SD CT 13B/1020 created by Transfer 955680.1 8.10.1998 at 10.53

819363/10 Transfer to Ross William Manson, Donald George Manson, Gregory Noel Manson and Ian James Manson all of Paerau Farmers as tenants in common in equal shares - 2.12.1992 at 10:13am

*[Signature]*  
for DLR

819363/11 Mortgage to Bank of Otago Limited - 2.12.1992 at 10:13am

DISCHARGED  
MAY 1997  
*[Signature]*  
A.L.R.

916504/1 Certificate pursuant to Section 417 (2) of the Resource Management Act 1991 - 19.9.1996 at 1.41pm

*[Signature]*  
A.L.R.

916504/3 Transfer of Certificate 916504/1 to Vance Holdings Limited - 19.9.1996 at 1.41pm

*[Signature]*  
A.L.R.

929862/2 Transfer to Andrew William Weir and Stuart Gerard Weir both of Ranfurly farmers as tenants in common in equal shares - 15.5.1997 at 12.08 pm

*[Signature]*  
A.L.R.

929862/3 Mortgage to Westpac Banking Corporation - 15.5.1997 at 12.08 pm

*[Signature]*  
A.L.R.

935468.1 Certificate pursuant to Section 417 (2) Resource Management Act 1991 all 27.8.1997 at 11.28

*[Signature]*  
for DLR

937292.1 Certificate under Section 417 (2) Resource Management Act 1991 30.9.1997 at 12.22

*[Signature]*  
for DLR