

## **Crown Pastoral Land Tenure Review**

**Lease name : THE FORKS**

**Lease number : PO 102**

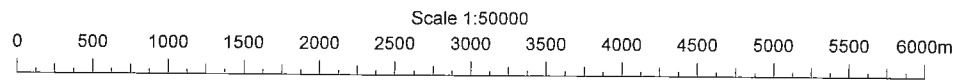
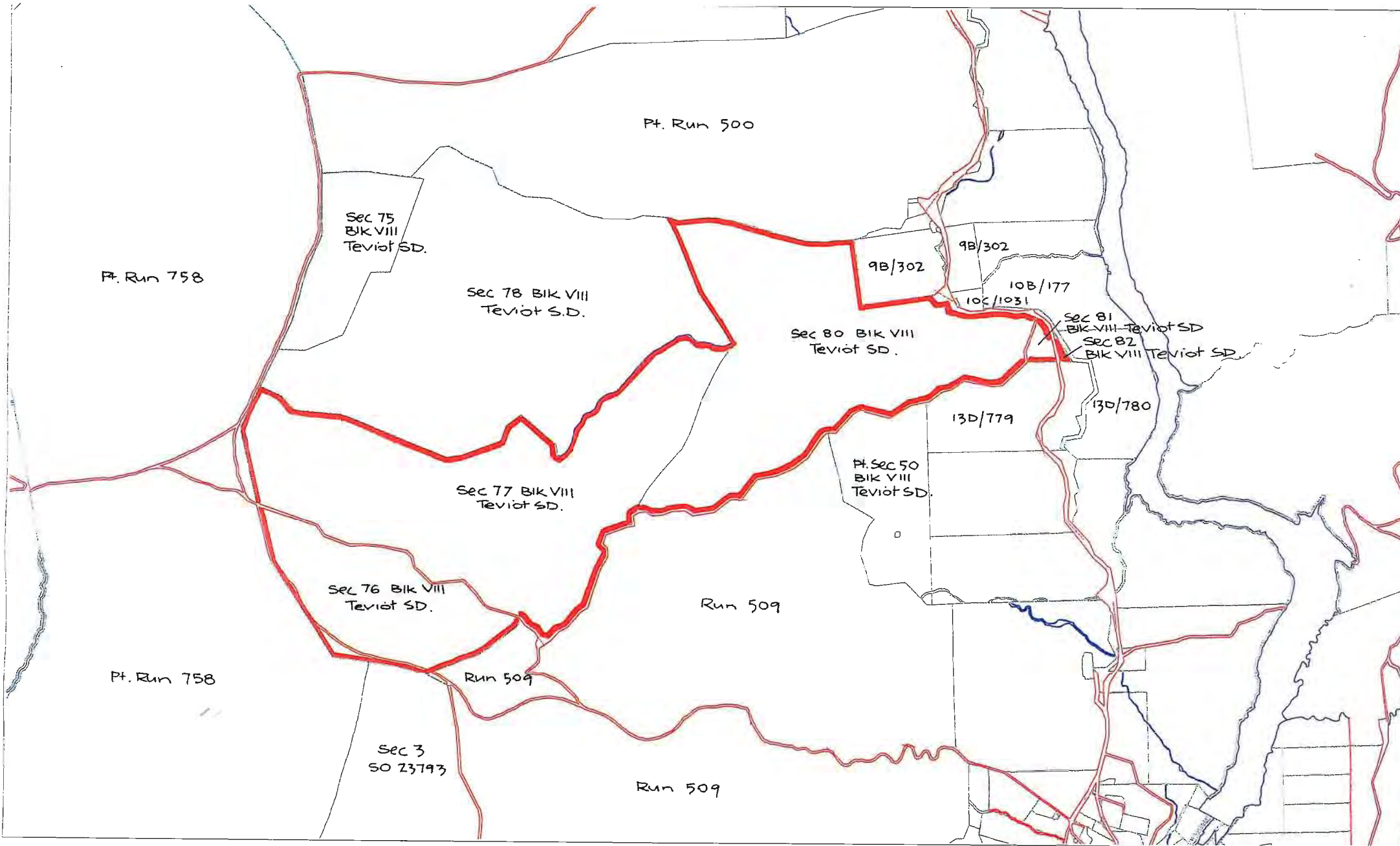
### **Due Diligence Report (including Status Report) - Part 3**

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.

**July 09**



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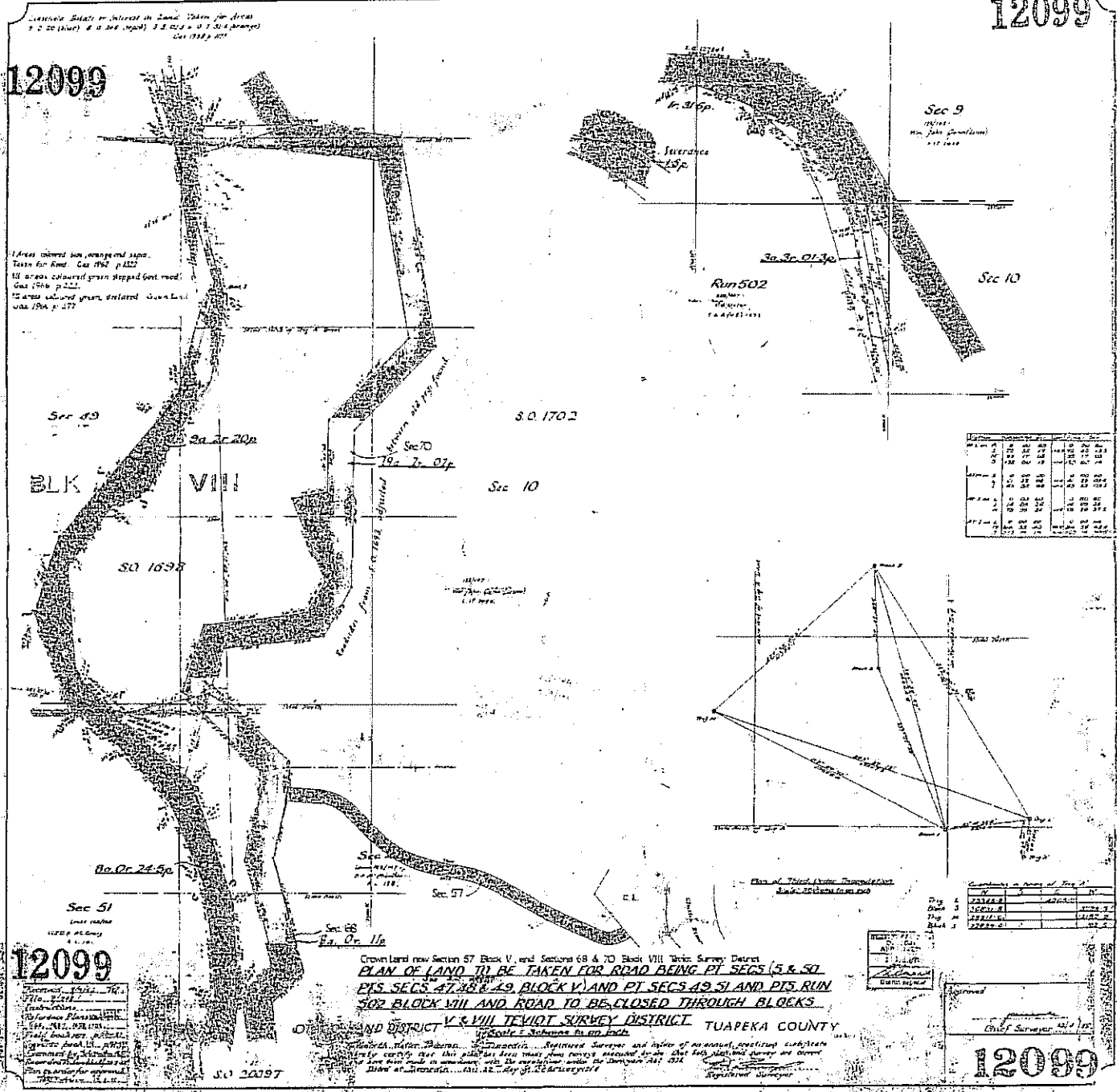
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PLANS 500, 501, 502, 509

MT BENDER RUNS SHEET 2

12099

12099



1. Areas coloured red, unenclosed strips.  
Taxes for Road. Gas 1962 p. 1122.  
2. Areas coloured green, stopped foot road.  
Gas 1962 p. 1122.  
3. Areas coloured yellow, enclosed. Gas 1962 p. 1122.

Sec 59

BLK VIII

SO 1697

Sec 51

12099

Area of Various Lots  
Area of Various Lots  
Area of Various Lots  
Area of Various Lots  
Area of Various Lots

**PLAN OF LAND TO BE TAKEN FOR ROAD BEING PT SECS 45 & 50**  
**PTS SECS 47, 48 & 49, BLOCK VIII AND PT SECS 49, 51 AND PTS RUN**  
**502, BLOCK VIII AND ROAD TO BE CLOSED THROUGH BLOCKS**

DISTRICT V & VIII TŪAPEKA COUNTY

Registered Surveyor and holder of professional certificate  
I hereby certify that this plan has been drawn from correct and true data and that I am a registered surveyor and holder  
of a professional certificate under the Land Survey Act 1974.  
Date at Auckland: 11th April 1974.

| Area | Area of Various Lots | Area of Various Lots | Area of Various Lots | Area of Various Lots | Area of Various Lots | Area of Various Lots | Area of Various Lots | Area of Various Lots | Area of Various Lots |
|------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| 1    | 1.1                  | 1.2                  | 1.3                  | 1.4                  | 1.5                  | 1.6                  | 1.7                  | 1.8                  | 1.9                  |
| 2    | 2.1                  | 2.2                  | 2.3                  | 2.4                  | 2.5                  | 2.6                  | 2.7                  | 2.8                  | 2.9                  |
| 3    | 3.1                  | 3.2                  | 3.3                  | 3.4                  | 3.5                  | 3.6                  | 3.7                  | 3.8                  | 3.9                  |
| 4    | 4.1                  | 4.2                  | 4.3                  | 4.4                  | 4.5                  | 4.6                  | 4.7                  | 4.8                  | 4.9                  |
| 5    | 5.1                  | 5.2                  | 5.3                  | 5.4                  | 5.5                  | 5.6                  | 5.7                  | 5.8                  | 5.9                  |
| 6    | 6.1                  | 6.2                  | 6.3                  | 6.4                  | 6.5                  | 6.6                  | 6.7                  | 6.8                  | 6.9                  |
| 7    | 7.1                  | 7.2                  | 7.3                  | 7.4                  | 7.5                  | 7.6                  | 7.7                  | 7.8                  | 7.9                  |
| 8    | 8.1                  | 8.2                  | 8.3                  | 8.4                  | 8.5                  | 8.6                  | 8.7                  | 8.8                  | 8.9                  |
| 9    | 9.1                  | 9.2                  | 9.3                  | 9.4                  | 9.5                  | 9.6                  | 9.7                  | 9.8                  | 9.9                  |
| 10   | 10.1                 | 10.2                 | 10.3                 | 10.4                 | 10.5                 | 10.6                 | 10.7                 | 10.8                 | 10.9                 |
| 11   | 11.1                 | 11.2                 | 11.3                 | 11.4                 | 11.5                 | 11.6                 | 11.7                 | 11.8                 | 11.9                 |
| 12   | 12.1                 | 12.2                 | 12.3                 | 12.4                 | 12.5                 | 12.6                 | 12.7                 | 12.8                 | 12.9                 |
| 13   | 13.1                 | 13.2                 | 13.3                 | 13.4                 | 13.5                 | 13.6                 | 13.7                 | 13.8                 | 13.9                 |
| 14   | 14.1                 | 14.2                 | 14.3                 | 14.4                 | 14.5                 | 14.6                 | 14.7                 | 14.8                 | 14.9                 |
| 15   | 15.1                 | 15.2                 | 15.3                 | 15.4                 | 15.5                 | 15.6                 | 15.7                 | 15.8                 | 15.9                 |

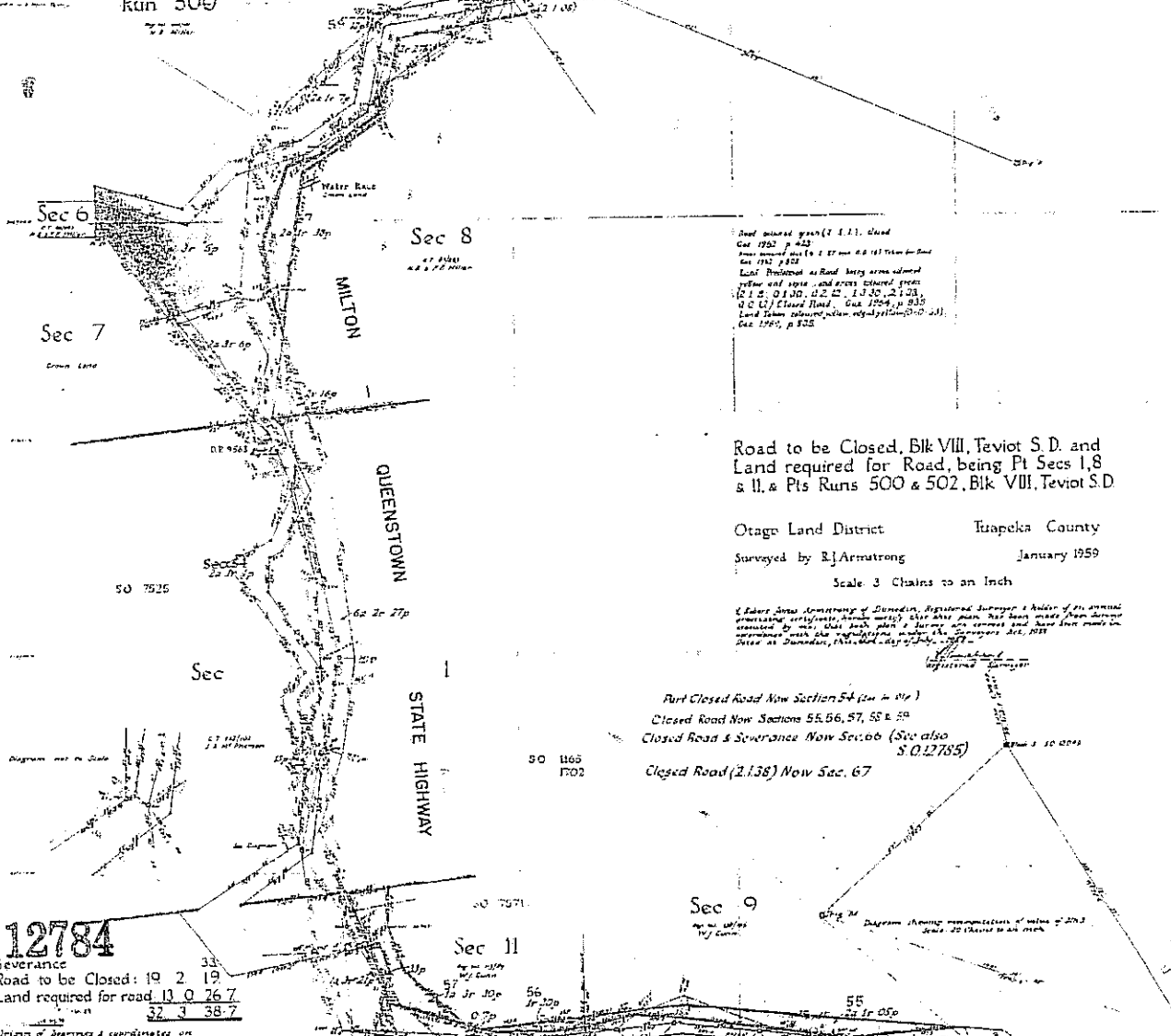
| Area | Area of Various Lots | Area of Various Lots | Area of Various Lots | Area of Various Lots | Area of Various Lots | Area of Various Lots | Area of Various Lots | Area of Various Lots | Area of Various Lots |
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| 15   | 15.1                 | 15.2                 | 15.3                 | 15.4                 | 15.5                 | 15.6                 | 15.7                 | 15.8                 | 15.9                 |

12099

12784

12784

Run 500  
77 27/100



Road closed year (7.1.1). Closed  
 Gas 1952, p. 223  
 From original map (6 x 27 in. A.B. 187) from the  
 Gas 192, p. 223  
 Land Protection as Road being across adjacent  
 system and open and areas closed, from  
 10 x 10, 10 x 20, 10 x 30, 10 x 40, 10 x 50,  
 10 x 60, 10 x 70, 10 x 80, 10 x 90, 10 x 100,  
 Land Taken (closed, when only 10 x 10, 10 x 20,  
 Gas 1952, p. 223

Road to be Closed, Blk VIII, Teviot S. D. and  
 Land required for Road, being Pt Secs 1, 8  
 & 11, & Pts Runs 500 & 502, Blk VIII, Teviot S. D.

Otago Land District      Itapeka County  
 Surveyed by R. J. Armstrong      January 1959  
 Scale 3 Chains to an Inch

*(I have been a member of Dunedin, Registered Surveyors & Builders of 21, annual  
 practicing certificate, during which I have been made from Survey  
 obtained by me, that each plan & survey are correct and have been made in  
 accordance with the regulations in force, the 25th August 1959.  
 Peter H. Dunedin, District Surveyor, 27/8/59)*

Part Closed Road Now Section 54 (24 x 100)  
 Closed Road Now Sections 55, 56, 57, 58 & 59  
 Closed Road & Severance Now Sec 60 (See also  
 S.O. 12785)  
 Closed Road (2.138) Now Sec. 67

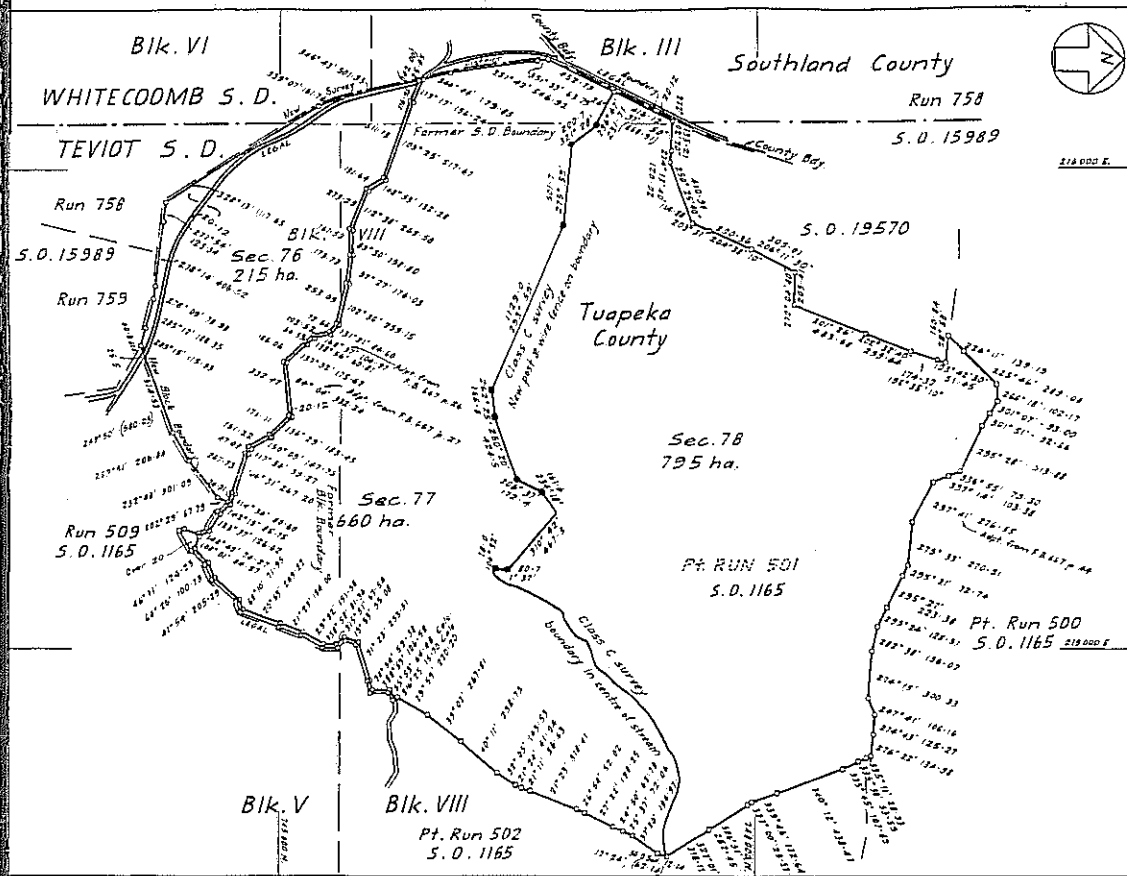
12784  
 Severance  
 Road to be Closed: 19 2 19  
 Land required for road 13 0 26.7  
 32 3 38.7

Origin of bearings & coordinates on  
 this plan are in terms of Geostatic  
 Datum 1949, Page 2, 10th Tenth Circuit.

|   |  |
|---|--|
| Surveyed by R. J. Armstrong   |  |
| File 3186   |  |
| Instructions H.A. 44  |  |
| Reference Plans A.B. 187, A.B. 188, A.B. 189, A.B. 190, A.B. 191, A.B. 192, A.B. 193, A.B. 194, A.B. 195, A.B. 196, A.B. 197, A.B. 198, A.B. 199, A.B. 200, A.B. 201, A.B. 202, A.B. 203, A.B. 204, A.B. 205, A.B. 206, A.B. 207, A.B. 208, A.B. 209, A.B. 210, A.B. 211, A.B. 212, A.B. 213, A.B. 214, A.B. 215, A.B. 216, A.B. 217, A.B. 218, A.B. 219, A.B. 220, A.B. 221, A.B. 222, A.B. 223, A.B. 224, A.B. 225, A.B. 226, A.B. 227, A.B. 228, A.B. 229, A.B. 230, A.B. 231, A.B. 232, A.B. 233, A.B. 234, A.B. 235, A.B. 236, A.B. 237, A.B. 238, A.B. 239, A.B. 240, A.B. 241, A.B. 242, A.B. 243, A.B. 244, A.B. 245, A.B. 246, A.B. 247, A.B. 248, A.B. 249, A.B. 250, A.B. 251, A.B. 252, A.B. 253, A.B. 254, A.B. 255, A.B. 256, A.B. 257, A.B. 258, A.B. 259, A.B. 260, A.B. 261, A.B. 262, A.B. 263, A.B. 264, A.B. 265, A.B. 266, A.B. 267, A.B. 268, A.B. 269, A.B. 270, A.B. 271, A.B. 272, A.B. 273, A.B. 274, A.B. 275, A.B. 276, A.B. 277, A.B. 278, A.B. 279, A.B. 280, A.B. 281, A.B. 282, A.B. 283, A.B. 284, 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A.B. 885, A.B. 886, A.B. 887, A.B. 888, A.B. 889, A.B. 890, A.B. 891, A.B. 892, A.B. 893, A.B. 894, A.B. 895, A.B. 896, A.B. 897, A.B. 898, A.B. 899, A.B. 900, A.B. 901, A.B. 902, A.B. 903, A.B. 904, A.B. 905, A.B. 906, A.B. 907, A.B. 908, A.B. 909, A.B. 910, A.B. 911, A.B. 912, A.B. 913, A.B. 914, A.B. 915, A.B. 916, A.B. 917, A.B. 918, A.B. 919, A.B. 920, A.B. 921, A.B. 922, A.B. 923, A.B. 924, A.B. 925, A.B. 926, A.B. 927, A.B. 928, A.B. 929, A.B. 930, A.B. 931, A.B. 932, A.B. 933, A.B. 934, A.B. 935, A.B. 936, A.B. 937, A.B. 938, A.B. 939, A.B. 940, A.B. 941, A.B. 942, A.B. 943, A.B. 944, A.B. 945, A.B. 946, A.B. 947, A.B. 948, A.B. 949, A.B. 950, A.B. 951, A.B. 952, A.B. 953, A.B. 954, A.B. 955, A.B. 956, A.B. 957, A.B. 958, A.B. 959, A.B. 960, A.B. 961, A.B. 962, A.B. 963, A.B. 964, A.B. 965, A.B. 966, A.B. 967, A.B. 968, A.B. 969, A.B. 970, A.B. 971, A.B. 972, A.B. 973, A.B. 974, A.B. 975, A.B. 976, A.B. 977, A.B. 978, A.B. 979, A.B. 980, A.B. 981, A.B. 982, A.B. 983, A.B. 984, A.B. 985, A.B. 986, A.B. 987, A.B. 988, A.B. 989, A.B. 990, A.B. 991, A.B. 992, A.B. 993, A.B. 994, A.B. 995, A.B. 996, A.B. 997, A.B. 998, A.B. 999, A.B. 1000 |  |

Run 502

Approved  
 R. J. Armstrong  
 12784



Formerly Pt. Run 501

The Tuapeka County Council certifies that:  
 (1) The area of subdivision is required pursuant to Section 202(1) of the Land Act 1948 and is hereby certified as a new land parcel in accordance with the provisions of the said Act and the provisions of the said Council's resolution dated 22/7/80.  
 (2) This plan is in accordance with the requirements and provisions of the said Council's resolution dated 22/7/80.  
 (3) The conditions referred to in paragraph (1) have been met.  
 (4) The boundaries shown on this plan are the boundaries of the land parcel.

In WITNESS whereof the Common Seal of the said Council was hereunto set in the presence of:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 County Survey Officer

Datum: Geodetic 1949  
 North Tairāri Circuit  
 Coordinates in terms of  
 False Origin 700 000 m. N. 300 000 m. E.

Total Area 167.0 ha.  
 Comprised in C. 1. 78/333

I, GEORGE ROBERTSON ELDER, of ALEXANDRIA, Registered Surveyor and holder of an annual practicing certificate hereby certify that the plan has been made from surveys executed by me or under my direction, that both blue and Survey are correct and have been made in accordance with the provisions of the Survey Act 1948.

Given at Alexandra this 22nd day of Feb. 1980. Signature: \_\_\_\_\_  
 Field Book 2131 p. 25-28, Towns Book 207 p. 110  
 Reference Plans S.O. 1165, 1685, 2024, 2188, 2183, 12389

Approved as to Survey: \_\_\_\_\_ 22/7/80  
 23, 9, 80 Chief Surveyor  
 Deposited this \_\_\_\_\_ day of \_\_\_\_\_ 1980

District Land Registrar

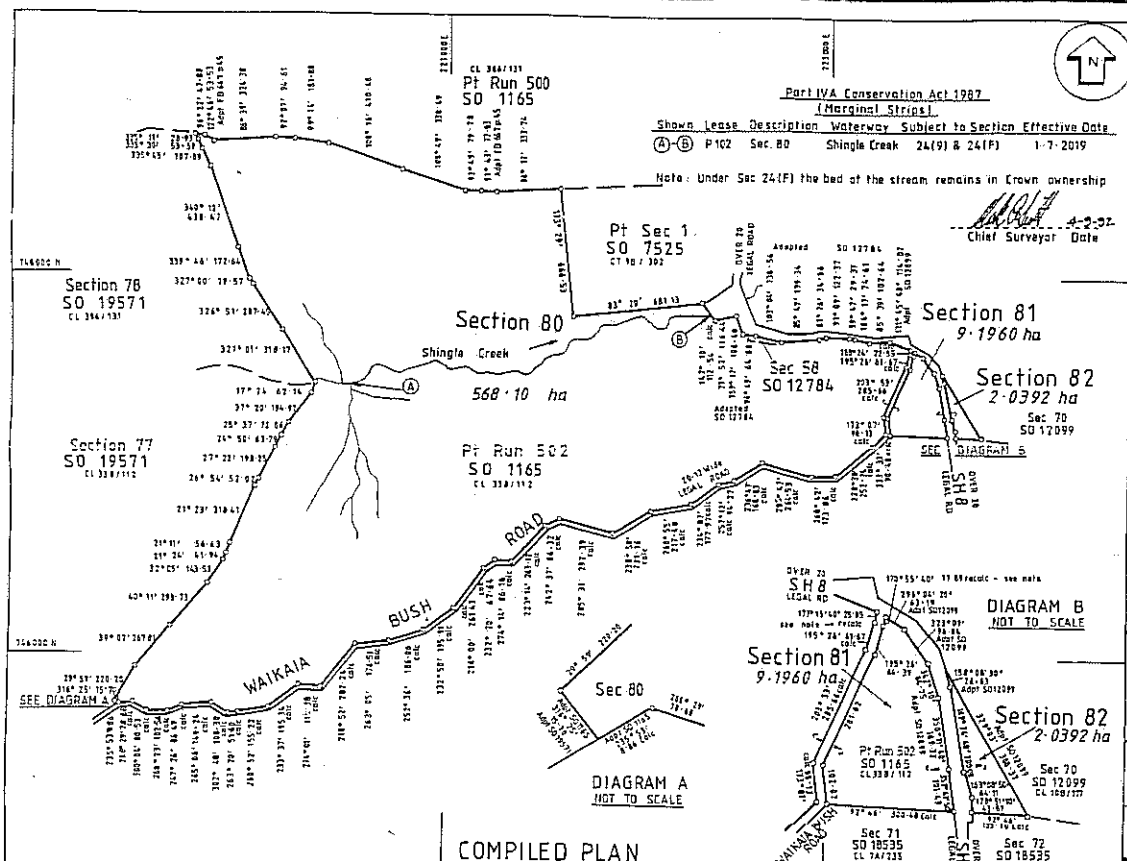
LAND DISTRICT OTAGO RM. 027A  
 SURVEY BLK. & DIST. VIII, TEVIOT S.D.  
 NZMS 261 SHEET NO. 6. A3  
 177 S. 143

PLAN OF SECS. 76, 77 & 78

LOCAL AUTHORITY TUAPEKA COUNTY  
 Surveyed by MCGEORGE & ELDER  
 Scale 1:15,000 Date Feb. 1980

SO 19571

1: Survey Boundaries, General, Government of New Zealand, Wellington



Approve: \_\_\_\_\_

**Former Description:**  
Pt Run 502 & Section 58  
Black VIII Teviot SD

**Part IVA Conservation Act 1987**  
**Shown Lease Description Waterway Subject to Section Effective Date**  
(A)-(B) P102 Sec. 80 Shingle Creek 24(F) & 24(F) 1-7-2019

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

Chief Surveyor Date: \_\_\_\_\_

At Adoptions are from SO 1165 unless otherwise shown. Bearings adopted from SO 1165 and SO 12099 have been adjusted by -1'00" to bring into Geodetic Datum 1949.

NOTE: Because of discrepancies between SO 1165 and SO 12099 the residues have been re-adjusted according to the spacing of the main and off SO 1165 west of the north end off C.C. 22720

**DATUM: Geodetic Datum 1949**  
**North Taieri Circuit.**  
**Coords in terms of False Origin.**  
700,000mN 300,000mE

**Total Area 579.3352 ha**  
Comprised in CL 3387112 (PT1)

Registers (names and number of an amended proceeding) for which they act as a registered surveyor pursuant to the provisions of section 232(2) of the Survey Act 1976. (Name, registration number and date of registration of the surveyor) For pastoral purposes only.

Examined by: \_\_\_\_\_  
Approved and signed: \_\_\_\_\_  
19 17 185  
Chief Surveyor

Deposited this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

DIWIT Land Registrar

SO 21866

LAND DISTRICT OTAGO  
SURVEY BLK. & DIST. VIII TEVIOT SD  
NZMS 261 SH1 G43 RECORD MAP No G43A  
G43B31

**COMPILED PLAN**

**SECTIONS 80, 81 & 82**

**TERRITORIAL AUTHORITY** Tuapeka County  
Compiled in Survey Office  
Scale 1:12500 Date February 1986



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



Search Copy

R. W. Muir  
Registrar-General  
of Land

**Identifier** OT11B/1148  
**Land Registration District** Otago  
**Date Registered** 15 July 1987 09:35 am

**Prior References**  
OT338/112

---

|             |                                 |             |  |
|-------------|---------------------------------|-------------|--|
| <b>Type</b> | Lease under s83 Land Act 1948   | <b>Term</b> | 33 years from 1st July 1953 and renewed for a future period of 33 years commencing on 1.7.1986 |
| <b>Area</b> | 1454.3352 hectares more or less |             |  |

**Legal Description** Section 76-77 and Section 80-82 Block VIII Teviot Survey District

**Proprietors**  
Ashley Alton McGregor

---

**Interests**  
986264.3 Mortgage to Westpac Banking Corporation - 5.4.2000 at 10.24 am





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



**Historical Search Copy**

  
R. W. Muir  
Registrar-General  
of Land

**Identifier** OT11B/1148  
**Land Registration District** Otago  
**Date Registered** 15 July 1987 09:35 am

**Prior References**  
OT338/112

---

|             |                                 |             |  |
|-------------|---------------------------------|-------------|--|
| <b>Type</b> | Lease under s83 Land Act 1948   | <b>Term</b> | 33 years from 1st July 1953 and renewed for a future period of 33 years commencing on 1.7.1986 |
| <b>Area</b> | 1454.3352 hectares more or less |             |  |

**Legal Description** Section 76-77 and Section 80-82 Block VIII Teviot Survey District

**Original Proprietors**  
Ashley Alton McGregor

---

**Interests**

986264.3 Mortgage to Westpac Banking Corporation - 5.4.2000 at 10.24 am

L. & S.-B. 16

NEW ZEALAND

Entered in the Register Book,

Issued in Lieu of Lease  
mer references: P 102

the 15th day of July

Vol. 338 Fol. 112  
Vol.=====Fol.=====

1987 at 9.35 o'clock.

L. and S. Ref.

PASTORAL LEASE OF PASTORAL  
LAND UNDER THE LAND ACT 1948



No. 118 / 1188

**This Deed**, made the 15th day of March 1953, between HER MAJESTY THE QUEEN (hereinafter referred to as "the Lessor"), of the one part, and MICHAEL JOSEPH CAHILL of Alexandra, farmer and MARGARET ANN CAHILL of Shingle Creek, married woman as tenants in common (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 Lessor does hereby demise and lease unto the Lessee ALL that parcel of land containing by admeasurement 1454.3352 hectares more or less, situated in the Land District of Otago and being Sections 76, 77, 80, 81 and 82, Block VIII Teviot Survey District

See Separate Sheet For Diagram

as the same is more particularly delineated with bold black lines on the plan hereon; together with rights, easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the balance of the term of 33 years from 1st July 1953 Yielding and paying therefor unto the Department of Lands and Survey at Dunedin the annual rental of \$855.00 payable without demand by 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 it is hereby declared and agreed that these presents are intended to take effect as a Pastoral Lease under the Land Act 1948

and that subject as aforesaid the terms and conditions thereof are, with the necessary modifications, the same as those contained or implied in Pastoral Lease No P 102

registered as Volume 338 folio 112 Otago Registry.

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

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

Witness: .....  
Occupation: .....  
Commissioner of Crown Lands.

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

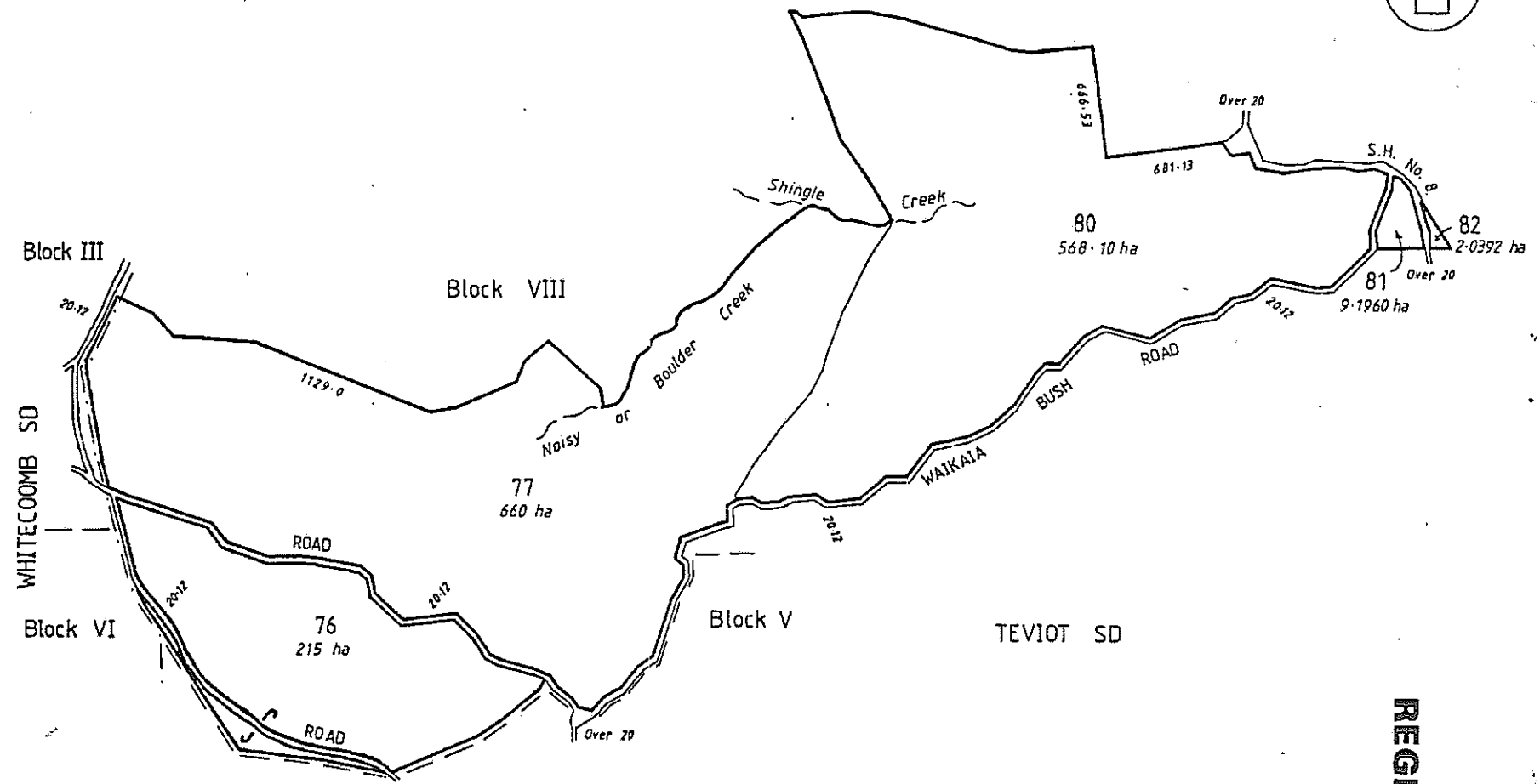
Witness: .....  
Occupation: .....  
Address: .....

*[Signature]*  
Lessee.

812241-500/6,76 MTC

No. 118 / 1188

in equal shares  
of 3/7/87



SO 19571 & SO 21866

Total Area : 1454.3352 ha

**REGISTER**

“RELEASED UNDER THE OFFICIAL INFORMATION ACT”

*Handwritten signatures and notes:*  
 M. J. Beckwith  
 5/2/71  
 [Signature]  
 [Signature]

SIGNED for and on behalf of )  
HER MAJESTY THE QUEEN pursuant to )  
a Deed lodged with the District Land )  
Registrar as No. 681189/2 by )  
LAND CORPORATION LIMITED )  
by its Attorney )  
**GEOFFREY LYNN HOLGATE** )  
in the presence of )

LAND CORPORATION LIMITED  
by its Attorney

G. L. Holgate

Witness: [Signature]

Occupation: Property Office Landcorp

Address: Dunedin

RECORDED  
INDEXED  
STEP

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I. **GEOFFREY LYNN HOLGATE**

of *Dunedin Property Manager*

HEREBY CERTIFY -

1. THAT by Deed dated the 12th day of June 1987 copies of which are deposited in the Land Registry Offices at -

- AUCKLAND (North Auckland Registry) and there numbered B678573
- BLENHEIM (Marlborough Registry) and there numbered 136439
- CHRISTCHURCH (Canterbury Registry) and there numbered 686366/2
- DUNEDIN (Otago Registry) and there numbered 681189/1
- GISBORNE (Poverty Bay Registry) and there numbered 167089.2
- HAMILTON (South Auckland Registry) and there numbered H734777
- HOKITIKA (Westland Registry) and there numbered 076748
- INVERCARGILL (Southland Registry) and there numbered 141782
- NAPIER (Hawkes Bay Registry) and there numbered 478751.2
- NELSON (Nelson Registry) and there numbered 26992.1
- NEW PLYMOUTH (Taranaki Registry) and there numbered 341775
- WELLINGTON (Wellington Registry) and there numbered 860782.2

LAND CORPORATION LIMITED at Wellington carrying on the business of land management appointed me its Attorney on the terms and subject to the conditions set out in the said Deed.

2. THAT at the date hereof I was a *Property Manager* of the said Corporation.

3. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said LAND CORPORATION LIMITED or otherwise.

SIGNED at *Dunedin*  
this *13<sup>th</sup>* day of *July*  
1987

)  
)  
)

*G.L. Holgate*  
\_\_\_\_\_

Interests at Date of Issue:

539336/2 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 6.8.1980 at 12.00pm 1987

DISCHARGED  
5 APR 1988  
A.L.R.

*[Signature]*  
A.L.R.

684519/2 Mortgage to the National Bank of New Zealand Limited - 10.8.1987 at 9.29am

DISCHARGED  
5 APR 1988  
A.L.R.

*[Signature]*  
A.L.R.

684519/3 Mortgage to The Rural Banking and Finance Corporation of New Zealand Limited - 10.8.1987 at 9.29am

DISCHARGED  
5 APR 1988  
A.L.R.

*[Signature]*  
A.L.R.

684519/4 Memorandum of Priority ranking mortgage 684519/3 as first mortgage and mortgage 684519/2 as second mortgage - 10.8.1987 at 9.29am

*[Signature]*  
A.L.R.

766007 Memorandum renewing the term of the within lease for a further period of 33 years commencing on 1.7.1986 and fixing (for the first 11 years) the annual rent at \$2,700.00 calculated on a rental value of \$180,000.00 - 25.10.1990 at 9.07am

*[Signature]*  
A.L.R.

885850 Transfer affecting the estate of Her Majesty the Queen in fee simple being a grant of a right (in gross) to convey water over part herein shown marked in black on diagram annexed thereto together with incidental rights in favour of Last Chance Irrigation Company Limited - 30.6.1995 at 2.20 pm  
C.T. 16B/48 issued

*[Signature]*  
A.L.R.

986264.2 Transfer to Ashley Alton McGregor

986264.3 Mortgage to Westpac Banking Corporation

All 5.4.2000 at 10.24

*[Signature]*  
for RGL



CANCELLED

LAND & DEEDS  
NEW ZEALAND  
6 JUL 1958  
Time: 2:24  
No. 71

Registered in the LAND REGISTRY OFFICE  
but not under the LAND TRANSFER ACT.  
(L and R.B.—A)

Issued as a Renewal of (or-in-Exchange-for) Lease  
registered in Vol. 259 fol. 187

NEW ZEALAND  
OTAGO  
LAND DISTRICT

Entered in the Register-book, Vol. 338 fol. 112

224 day of July  
2:24 o'clock  
Land Registrar

DUPLICATE DESTROYED  
23/2 1987

Pastoral Lease of Pastoral Land under the Land Act, 1948

No. P.102

This Deed, made the first day of March, one thousand nine hundred and fifty-three  
between HIS MAJESTY THE QUEEN (who, with her heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and  
LESLIE DOUGLAS LISTER of ROXBURGH, in the Dominion of New Zealand,  
SHEEPFARMER, (who, with his executors, administrators, 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 Lessor doth hereby demise and lease unto the Lessee ALL those pieces or parcels of land containing by admeasurement one thousand four hundred and sixty (1460) acres  
roads and .....perches, a little more or less,  
situated in the Land District of Otago, and being  
Run 502, Teviot Survey District .....

See Diagram on Separate Sheet

(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-three, together with the period between the date of this lease and the aforesaid first day of July, one thousand nine hundred and fifty-three.  
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 Fifty pounds (£50: - : -) 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 year in the same manner as rent.

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 hereinafter reserved at the times, and in the manner hereinafter named in that behalf; and also will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that now are or hereafter may be assessed, levied, or payable in respect of the said land or any part or parts thereof during the said term.
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, sublet, mortgage, charge, or part with possession of the said land or any part thereof without the previous approval of the Land Settlement Board: Provided that such approval will not be necessary in the case of a mortgage to the Crown or to a Department of State.
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 Otago (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, 1898-1950.
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, 1923.
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, sell, or remove any timber, tree, or bush growing, standing, or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such timber, tree, or bush unless the Commissioner otherwise approves:  
Provided that the consent of the Commissioner as aforesaid shall not be necessary when 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 Manxella Tussock Act, 1940, 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 Lessor and the Lessee:—

- (4) THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil.
- (5) 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 yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any buildings or dwellinghouse:  
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 purpose on the said land, but not otherwise.
- (6) 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 66 (3) of the Land Act, 1948, a new lease of the land hereby leased at a rent to be determined in the manner prescribed by Part VIII of the said Act for a term of thirty-three years computed from the expiration of the term hereby granted and subject to the same covenants and provisions as this lease, including this present provision for the renewal thereof and all provisions ancillary or in relation thereto.

EQUIVALENT METRIC

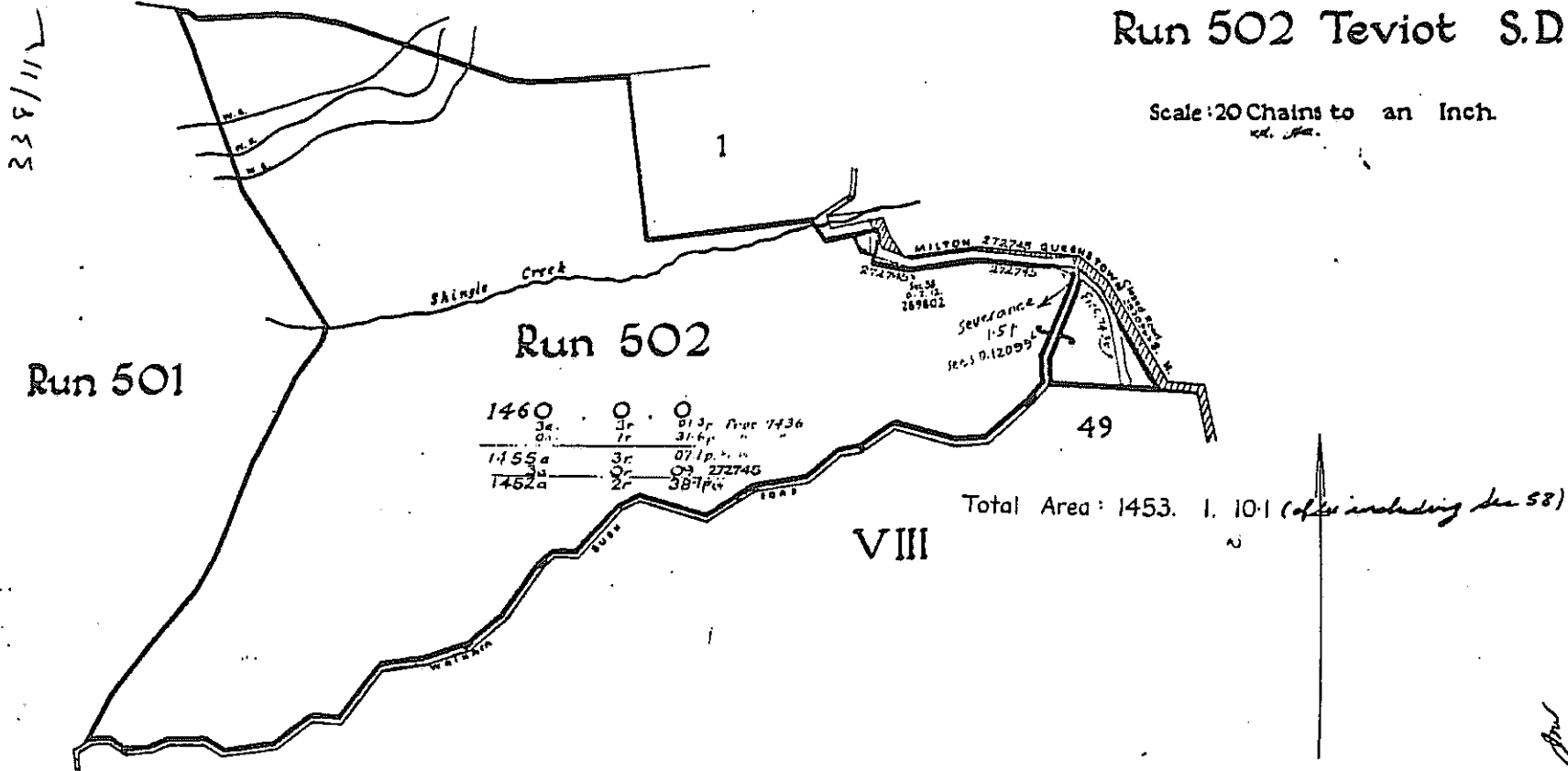
AREA IS ~~588.1350 ha~~

546322 588.1350 ha  
(Diag. 2) 875.0000 ha  
1463.1350 ha

Run 500

Run 502 Teviot S.D

Scale: 20 Chains to an Inch.  
*ch. in.*



|       |    |       |           |
|-------|----|-------|-----------|
| 1460  | O  | O     |           |
| 3e.   | Dr | Dr    | Prop 1436 |
| 1455a | 1r | 31.6p | "         |
| 3a    | 3r | 07.1p | "         |
| 1452a | 2r | 38.7p | 272745    |



339/112 ✓

- (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 depastured thereon;
  - (ii) Crop such area of the said land as is sufficient for the use of himself and family and his employees;
  - (iii) Plough and sow in grass any portion of the said land;
  - (iv) Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass;
  - (v) Surface sow in grass any portion of the said land;

Provided that the Lessee shall, on the termination of the lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clovers and grasses to the satisfaction of the Commissioner.

~~(f) THAT the Lessee shall exercise due care in stocking the said land and shall not overstock, and for the purpose of this clause it is hereby expressly declared and agreed between the Land Settlement Board and the Lessee that the number of stock to be depastured on the said land during the winter months shall not, without the prior consent of the Commissioner, exceed ~~sheep on a basis of a count of one for a dry sheep and of one and a half for breeding ones.~~~~

See below

(g) THAT if the Lessee shall leave New Zealand or abandon the said land or if he cannot be found or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied to the satisfaction of the Land Settlement Board or the Commissioner, as the case may be, or make default for not less than two months in the payment of rent, water levy, or other payments due to the Lessor, then the Land Settlement Board may, subject to the provisions of section 146 of the Land Act, 1948, declare this lease to be forfeit, and that without discharging or releasing the Lessee from liability for rent due or accruing due or for any prior breach of any covenant or condition of the lease.

(h) THAT these presents are intended to take effect as a pastoral lease under the Land Act, 1948, and the provisions of the said Act and of the regulations made thereunder applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

SCHEDULE

IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE

B11

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

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

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

Witness: W. B. Bennett  
 Occupation: Chief Surveyor, Otago  
 Address: Dunedin

J. M. Macdonald  
Commissioner of Crown Lands

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

Witness: W. Kay  
 Occupation: Postmaster  
 Address: Rockburgh

R. D. Little  
Lessee

(f) THAT the Lessee shall be deemed not to have failed to use due care in stocking, or to have overstocked so long as the number of sheep depastured on the said land does not exceed 1496 (being an increase of ten per cent on the carrying capacity on which is based the rent hereinbefore reserved) but the Commissioner may by notice in writing permit the Lessee to depasture thereon any greater number should he deem it advisable or expedient so to do. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.

J. M. Macdonald  
Commissioner of Crown Lands.

R. D. Little  
Lessee.

see over

7/2/79 77791 ~~Discharged~~ Douglas Lister to  
1922 at 2.50  
Reduction of Mortgage 77791 produced  
17 June 1929 at 2.50

338/11 ✓  
460228 Variation of Mortgage  
227143 - 14.6.1976 at 11.35 am  
A.L.R.

Transfer 203059 of a 1/3 share Leslie Douglas  
Lister to Eric Ad Anderson Grant Trust of  
Hugh Farmer produced 18th April  
1957 at 12.29

501827 Variation of Mortgage 227143 -  
18.8.1978 at 11.52 am  
539336/1 Transfer of his 1/2 share Michael  
Cahill to Micheal Joseph Cahill of Alexandra  
Farmer - 6.8.1980 at 12.06 pm  
A.L.R.

Proclamation 7436 taking the leasehold interest of Leslie  
Douglas Lister in the parts (Sec. 3r. 1-3p and 1r. 3r-6p) road  
red line for the purpose of a road as per lot Schedule 1958  
registered 12 September 1958 at 10.7 oc. (1/2 share only)

539336/2 Mortgage to The Rural Banking and  
Finance Corporation of New Zealand -  
6.8.1980 at 12.06 pm  
A.L.R.

227142 Transfer Leslie Douglas Lister and Eric  
Anderson Grant Lister to Michael Joseph Cahill of  
Alexandra produced 15/11/1960 at 12.14 oc

539336/3 Mortgage to Michael Cahill -  
6.8.1980 at 12.06 pm -  
5 MAY 1984  
A.L.R.

227143 Mortgage Michael Cahill and Michael Joseph  
Cahill to Leslie Douglas Lister produced 15/11/1960 at  
12.15 oc

2444004 Proclamation showing the Road hatched  
Red on the plan hereon registered 14th April  
1966 at 10.30

272745 Proclamation taking parts coloured  
on plan hereon for (a) a Road (3a.3r. 1-4p) and (b)  
the purposes of subsection 6(2) section 29 of the Public  
Works Amendment Act 1948 (33p) respectively and  
closing the road hatched red on plan hereon  
Registered 10.6.1964 at 9.10. am SE Vines

276782 Transmission of Mortgage 227143 to The New  
Zealand Insurance Company Limited and John Douglas  
Lister as Executors entered 17.9.1964 at 2.46 pm  
A.L.R.

289052 Certificate of Alteration pursuant  
to Section 29 of the Public Works Amendment  
Act 1948 incorporating Section 55 Block  
VIII Teviot District in the within lease.  
17-5-1965 at 9.10 pm  
SE Vines A.L.R.

293850 Transfer of Mortgage 227143  
to John Douglas Lister - 23. 11. 1965  
at 10.30 am  
A.L.R.

297096 Gazette Notice declaring the Road hatched Red  
on the plan hereon to be Government Road and to be  
stopped Registered 2.3.1966 at 10.38 am  
A.L.R.

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.  
A.L.R.

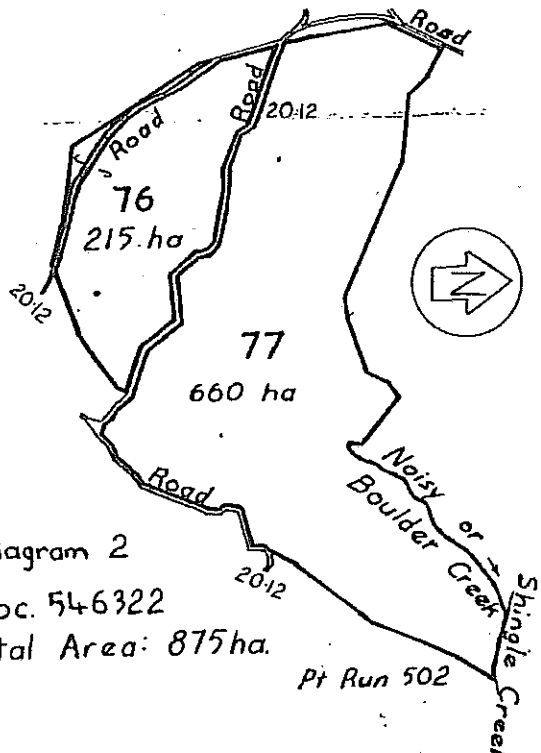


Diagram 2  
Doc. 546322  
Total Area: 875 ha.

546322 Certificate of Alteration  
incorporating in the within lease  
Sections 76 and 77 Block V111 Teviot  
District (875 ha) shown on Diagram  
2 hereon and increasing the annual  
rent to \$855 from and inclusive  
of 1 July 1979 - 9.12.1980 at 9.54 am

A.L.R.

OVER.....

C.T. 338/112

57. 6 Variation of Mortgage 539336/2  
- 16.2.1982 at 2.11 pm

*[Signature]*  
A.L.R.

615397/1 Transmission of Mortgage  
539336/3 to Michael Joseph Cahill as  
executor entered 25.5.1984 at 11.12 am

*[Signature]*  
A.L.R.

625450 Transfer of a 1/2 share to Margaret  
Ann Cahill of Shingle Creek, Married Woman  
- 14.11.1984 at 10.35 am.

*[Signature]*  
A.L.R.

Part of the within land is now known as Section  
80 (568.10 ha), Section 81 (9.1960 ha) and  
Section 82 (2.0392 ha) Block VIII Teviot  
Survey District - 25.9.1986 at 10.01am  
See Re-Appellation 664021/3

*[Signature]*  
A.L.R.

682755/1 Gazette Notice being evidence  
of the loss of the outstanding duplicate  
of the within Crown Pastoral lease  
having been lodged with the Land  
Settlement Board together with application  
for the issue of a new lease in lieu  
thereof - 15.7.1987 at 9.35am

*[Signature]*  
A.L.R.

682755/2 ) Pastoral Lease 11B/1148  
15.7.1987) issued for the within land.

*[Signature]*  
A.L.R.

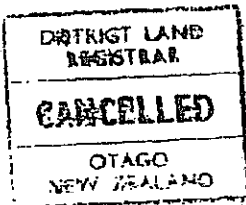
DUPLICATE LEASE

LOCATED SURRENDERED

AND DESTROYED

23-12-1987

*[Signature]*  
AML



6514823

Reference, Vol. 163, folio 49  
Landed 1897

NEW ZEALAND.



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

Vol. 259 fol. 167

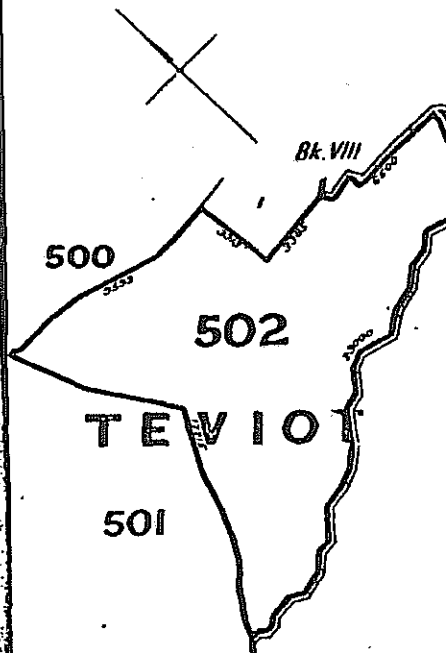
No. 1073. National Endowment.

LEASE OF SMALL GRAZING-RUN.

Under the Land Act, 1924.

This Deed, made the first day of March, 1932, 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 DESLIE DOUGLAS LISTER, .....

Area 1460 acres



EQUIVALENT METRIC  
AREA 15510.2410...

Scale 40 chains to an inch.

..... of ROXBURGH in the Land District of OTAGO ..... BERKE-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 area of Crown lands containing by estimation One thousand four hundred and sixty (1460) acres .....

..... acres, more or less, and being Run numbered Five hundred and two (502) Teviot 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, 1932, 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 V of the said Act relating to small grazing-runs, and to all other 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, 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: Holding and paying therefor unto the lessor, during the continuance of such term, the annual rent of .....

Fifty pounds (£ 50 : 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 Fifty pounds (£ 50 : 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 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. This lease is issued under the provisions of Section 234 of the Land Act, 1924, as a renewal of Small Grazing-run lease no. 622. 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 the day and year first above written.

Signed by NORMAN CHARLES KENSINGTON  
the Commissioner of Crown Lands for the Land District of OTAGO  
on behalf of the lessor, in the presence of F. S. Taylor  
Chief, Lands Department,  
Dunedin.

J. T. Kinsington  
Commissioner of Crown Lands.

Signed by the said DESLIE DOUGLAS LISTER  
in the presence of—  
Witness: F. W. Duffswell  
Occupation: Postmaster  
Address: Roxburgh.

R. D. Lister  
Lessee.

259/167

Mortgage of 77791 Leslie Douglas Lister to  
Charles John Lister produced 9<sup>th</sup> July  
1929 at 50/- *[Signature]*

259/167

Correct for the purposes of the Land  
Transfer Act.

Reduction of mortgage of 77791 - produced  
17<sup>th</sup> June 1929 at 50/- *[Signature]* 2073. National Endowment.

Transmission 21526 of mortgage  
77791 to the Public Trustee  
DATED 1st March 1932.

Entered 24<sup>th</sup> January 1932 at 200/-  
*[Signature]* His Majesty the King

*[Signature]* to  
LESLIE DOUGLAS LISTER.

LEASE

Of Han No. 502, Teviot S.D.

Land District of Otago.

Under the Land Act, 1924.

Twenty-one years from 1st March, 1932.

Entered at 2 o'clock on the 14<sup>th</sup> day  
of June, 1937



*[Signature]*  
District Land Registrar.



NEW ZEALAND.

[Crown Lands Form No. 33c.]

Register-Book.

Vol. 163/49

163/49



No. 632



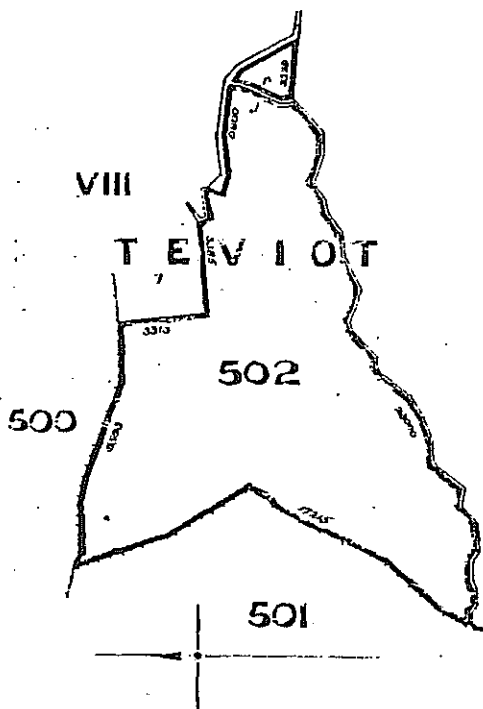
LEASE OF SMALL GRAZING-RUN.

UNDER THE LAND ACT, 1908.

This Deed, made the twenty-eighth day of February, 1911, 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 Frederick Andrew Haig of Cambrian, in the Land District of Otago, Dunedin, hereinafter referred to as "the lessee" (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 area of Crown lands containing by estimation one thousand four hundred and sixty (1460) acres, more or less, and being Run Number hundred and two (102) in the Land District of Otago, in the Dominion of New Zealand, as the said land is delineated on the plan in the Crown Lands 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, 1911, subject, however, to the covenants contained and expressed in sections eighty-four and eighty-five of the Property Law Act, 1906, 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, 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 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: It being and paying therefor unto the lessor, during the continuance of such term, the annual rent of forty pounds (£ 40 : 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 to be made on the first day of September next in the manner required by the Land Act, 1908. 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 forty pounds (£ 40 : 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 Land Act, 1908, relative to small grazing-runs, and also abide by and conform 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.

EQUIVALENT METRIC AREA IS 590.8410 ha

Area 1460 acres



Scale 20 chains to an inch

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 the day and year first above writtten.

Signed by Ernest Herbert Wilmet

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

Signed by the said

Frederick Andrew Haig in the presence of

J. D. Hay Clerk Dunedin

E. H. Wilmet

Commissioner of Crown Lands

I, Frederick Andrew Haig, the above named lessee, do hereby accept the lease of the above described lands, to be held by me as a tenant, and subject to the conditions, restrictions, and covenants above set forth.

F. A. Haig

Lessee

I, the above named lessee, do hereby accept this lease of the above described lands to be held by me as a tenant, and subject to the conditions, restrictions, and covenants above set forth.

Mortgage No. 1037 Frederick Andrews  
to Wright Stephenson and Company Limited  
Entered 3<sup>rd</sup> September 1912 at 10.55 a.m.  
No. 632  
DATED 28<sup>th</sup> February, 1911.

163/ 49

Correct for the purposes of the Land Transfer Act.

Discharge of Mortgage No. 1037 entered 3<sup>rd</sup> July 1912 at 2.55 p.m.

His Majesty the King

Mortgage No. 44932 Frederick Andrew Haig  
to The State Advances Superintendent entered

By Frederick Andrew Haig

DISCHARGED  
26<sup>th</sup> July 1912 at 2.55 p.m.

LEASE

Mortgage No. 44935 Frederick Andrew Haig Of Run No. 502  
to Wright Stephenson & Co. Limited entered Land District of Otago

DISCHARGED  
26<sup>th</sup> July 1912 at 2.55 p.m.

Under the Land Act, 1906.

Transfer to Charles Robert Churchhill of fallow farmer  
produced 25<sup>th</sup> August 1914 at 2.50 p.m.

Twenty-one years from 1st March, 1911.

Mortgage No. 65536 Charles Robert Churchhill  
to Wright Stephenson and Company Limited  
produced 25<sup>th</sup> August 1914 at 2.50 p.m.

Entered at 10 o'clock on the 21<sup>st</sup> day  
of November, 1911.

Transfer to Leslie Douglas Lister of tin miner  
produced 15<sup>th</sup> February 1925 at 2.50 p.m.



District Land Registrar.

Mortgage No. 77791 Leslie Douglas Lister to  
John Lister produced 9<sup>th</sup> July 1928 at 2.50 p.m.

Reduction of mortgage No. 77791  
produced 17<sup>th</sup> June 1929 at 2.50 p.m.

New Land Vol. 259, folio 167

W. M. A. L. R.



NEW ZEALANDS,

Land Act, 1948

Former Ref. Vol. 60 fol. 563

lth day of October

L. & S. Ref. No. 0 78

1977

at 10.43 o'clock.

REGISTER



78/333

Pastoral Occupation Licence under the Land Act 1948

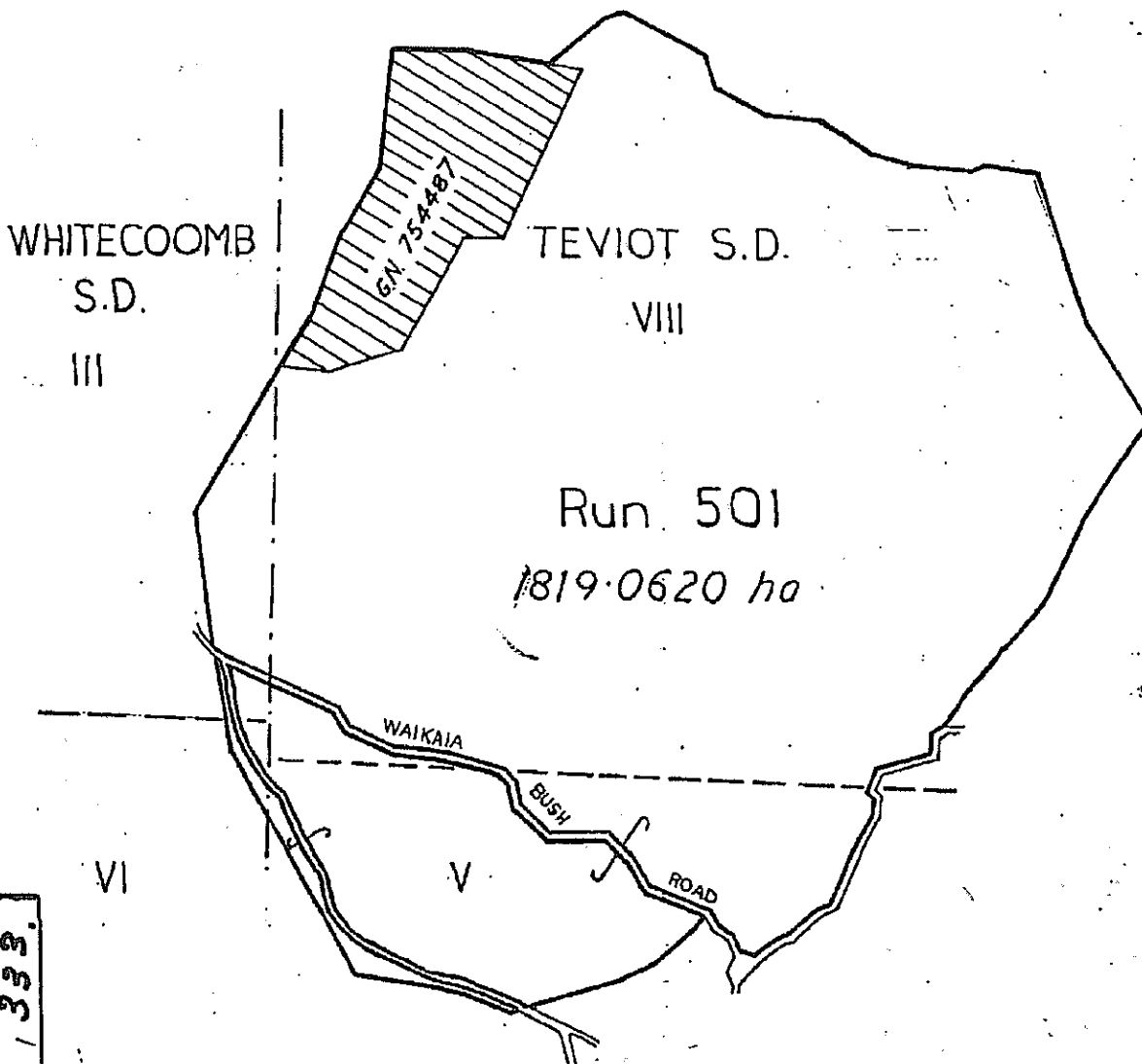
The Land Settlement Board (hereinafter referred to as "the Licensor") doth hereby licence and authorise MICHAEL CANILL of Alexandra, Retired and MICHAEL JOSEPH CANILL of Alexandra, Farmer (1/2 share as tenants in common in equal shares), HERONS ESTATE LIMITED a duly Incorporated Company having its registered office at Shingle Creek (1/2 share) and LESLIE CAMPBELL WATSON of Coal Creek, farmer (1/2 share) as tenants in common in equal shares (hereinafter referred to as "the Licensee") to occupy all that parcel of land containing by estimation 1819.0620 hectares more or less, situated in the Land District of Otago, and being Run 501, situated in Blocks V and VIII, Teviot Survey District, and Blocks III and VI, Whitecomb Survey District

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

SO 1165

Total Area 1819.0620 ha

Measurements are Metric less 135.4 ha. GN. 754487 1683.6620 ha. bal. f.



No. 78. / 333.



improvements and appurtenances thereto belonging for a term of 6 months years commencing on the 1st day of July 1976, together with the period between the date of this licence and the aforesaid 1st day of July 1976; YIELDING, and paying therefor unto the Department of Lands and Survey at Dunedin the annual rent of \$755, 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 of the said term. AND also paying in respect of the improvements specified in the Schedule hereto the sum of \$ by a deposit of \$ (which has already been paid) and thereafter by half-yearly instalments of \$ on the 1st day of January and the 1st day of July in each and every year.

AND subject also to the following terms and conditions:

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

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

3. THAT pursuant to section 58 of the Land Act 1948 a strip of land not less than one chain in width along the banks of all rivers and streams which have an average width of not less than 10 feet is excluded from the within licence.

\* 1 Stock Limitation 5050 ewes and hoggets for the period January - April inclusive, 240 wethers January - November inclusive, and 100 cows and 3 bulls all year.

AND it is hereby agreed and declared by and between the Licensor and the Licensee:

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

AND it is hereby declared and agreed that these presents are intended to take effect as a Pastoral Occupation Licence of pastoral land under section 66 of the Land Act 1948, and the provisions of the said Act and of the regulations made thereunder applicable to such licences 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 OF IMPROVEMENTS BELONGING TO THE CROWN

NIL

IN WITNESS whereof the Assistant Commissioner of Crown Lands for the said Land District, on behalf of the Licensor, has hereunto set his hand, this 1st day of July 1976, in the presence of—

Witness: [Signature] Occupation: Clerk, Lands and Survey Assistant Commissioner of Crown Lands. Address: Department, Dunedin

I, the within named Licensee, hereby accept this Licence on the terms and conditions specified herein and in witness thereof have hereunto set my hand in the presence of—

Witness: [Signatures] Occupation: Solicitor, Postmaster, Dunedin, Roxburgh Licensee: Helder Bros. per R. Helder, R. C. Watson.

The Common Seal of Herrons Estate Limited was hereunto affixed in the presence of:—

SIGNED by the abovenamed  
MICHAEL CAHILL as licensee in the  
presence of:

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

Michael Cahill  
Licensee

SIGNED by the abovenamed  
MICHAEL JOSEPH CAHILL as licensee  
in the presence of:

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

M. J. Cahill  
Licensee

Interests at date of issue:

231882 Mortgage of its interest Herons  
Estate Limited to Harry Begg Miller  
produced 14.4.1961 at 2.20 pm

754487 Gazette Notice declaring part of the  
within land (135.40 ha) set apart as scenic  
reserve - 17.5.1990 at 9.47am Section 75

303707 Mortgage of his interest Leslie  
Campbell Watson to James Glow Watson -  
9.8.1966 at 11.15 am and varied twice  
subsequently

[Signature]  
A.L.R.

[Signature] A.L.R.

Parts of the within land are now known as  
Section 76 (215ha), Section 77 (660 ha) and  
Section 78 (795 ha) Block VIII Teviot Survey  
District - 30.9.1980 at 2.30 pm  
See Re Appellation 542435/1

[Signature]  
A.L.R.

The balance of the within land is now known  
as Section 75 Block VIII Teviot Survey  
District (135.40 ha) - 30.9.1980 at 2.32 pm  
See Re Appellation 542437/2

[Signature]  
A.L.R.

DUPLICATE DESTROYED  
211187  
[Signature]

4 8 5 7 9 2

DISTRICT REGISTRY  
BUREAU # 60.3

OCT 4 10 43 AM '77



Produced in the LAND SETTLEMENT BOARD  
DUTY FREE BAGBY THE LAND TRANSFER ACT.

NEW ZEALAND

(L.A.E.B.)

Scree Reference Vol. 337 Folio 1122

Entered in the Register-book, Vol. 386 fol. 144

Image Quality due to Condition of Original

Lease  
20 MAY 1950  
1:5  
353

O.T.A.D.O.  
LAND DISTRICT

the 20 day of May  
1950 at 2:34 o'clock  
Land Registrar.

Pastoral Occupation Licence of Pastoral Land under the Land Act, 1948

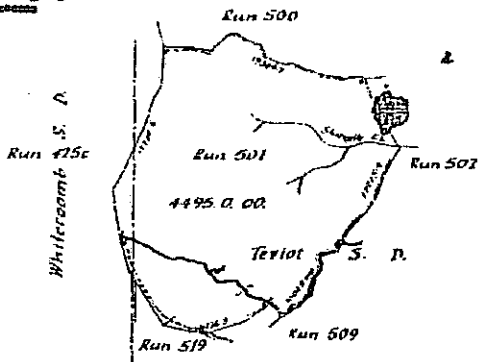
No. 0.27

EQUIVALENT METRIC

AREA IS 1519.0620 ha

WHEREAS LESLIE DOUGLAS MASTER, HARRY BEGG MITCHELL and JAMES CLOW TATSON all of Coal Creek, Farmers, as tenants in common, have applied under the provisions of the Land Act, 1948, for a Pastoral Occupation Licence over that piece or parcel of pastoral land containing by admeasurement

4495 acres more or less, situated in the Land District of Otago and being Run 501 Teviot and Whitcomb Survey Districts



Scale: 80 chains to an inch.

(hereinafter referred to as the said Land) as the same is delineated on the plan enclosed hereon and edged red in outline, together with the rights, easements, and appurtenances thereto hereunto, as the same are shown on the said plan, the Land Settlement Board has granted the persons hereinafter mentioned (hereinafter referred to as the Licensees) a Pastoral Occupation Licence over the said land for a term of fifteen (15) years to be reckoned from the 1st day of July, one thousand nine hundred and sixty, together with the period between the date of this Licence and the aforesaid 1st day of July, 1960; Yielding and paying therefor during the said term into the Department of Lands and Survey at the Principal Land Office for the said Land District of Otago the clear annual rent of Seventy-five pounds (£ 75 : - : -) payable without discount by equal half-yearly payments in advance on the 1st day of January and 1st day of July in each and every year during the said term. And the Licensees shall be bound to deposit in the Public Trust Office the sum of (£ 1500 : - : -) (the receipt of which sum is hereby acknowledged) and thereafter by half-yearly instalments of £ 750 : - : - on the 1st day of January and 1st day of July in each and every year during the said term. Now, THEREFORE, the Land Settlement Board doth hereby license and authorize the Licensees to occupy the said land for the term and subject to the payment of the annual rent aforesaid and subject also to the following terms and conditions:-

- 1. THAT the Licensee will fill and partially pay the said land before the end of the term of the licence and in the manner hereinafter stated in that behalf; and also will pay and discharge all rates, taxes, assessments, and charges 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 Licensee will within one year after the date of this licence take up his residence on the said land, and thereafter throughout the term of the licence will reside continuously on the said land, and the Licensee will not at any time sublet or assign, either wholly or partly, the said land or any part thereof without the prior approval of the Land Settlement Board; provided that such approval shall not be necessary in the case of a mortgage to the Governor or to a Department of State.
- 3. THAT the Licensee will at all times farm the said land judiciously and in a prudent manner according to the rules of good husbandry and will not in any way commit waste.
- 4. THAT the Licensee will throughout the term of this licence in satisfaction of the Commissioner of Crown Lands for the Land District of Otago (hereinafter referred to as the Commissioner) cut and trim all the fences and hedges, clear and keep clear the said land of all rubbish, weeds, and will through out the term of the licence keep the said land in good order and repair, and will through out the term of the licence keep the said land free from all weeds, rubbish, and other rubbish, and generally comply with the provisions of the Public Health Act, 1955.
- 5. THAT the Licensee will keep the said land free from all weeds, rubbish, and other rubbish, and generally comply with the provisions of the Public Health Act, 1955.
- 6. THAT the Licensee will throughout the term of this licence in satisfaction of the Commissioner of Crown Lands for the Land District of Otago (hereinafter referred to as the Commissioner) cut and trim all the fences and hedges, clear and keep clear the said land of all rubbish, weeds, and will through out the term of the licence keep the said land in good order and repair, and will through out the term of the licence keep the said land free from all weeds, rubbish, and other rubbish, and generally comply with the provisions of the Public Health Act, 1955.
- 7. THAT the Licensee will throughout the term of this licence in satisfaction of the Commissioner of Crown Lands for the Land District of Otago (hereinafter referred to as the Commissioner) cut and trim all the fences and hedges, clear and keep clear the said land of all rubbish, weeds, and will through out the term of the licence keep the said land in good order and repair, and will through out the term of the licence keep the said land free from all weeds, rubbish, and other rubbish, and generally comply with the provisions of the Public Health Act, 1955.
- 8. THAT the Licensee 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 hereby purchased by the Licensee) 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 Licensee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are hereby purchased by the Licensee) now or hereafter erected on the said land to their full insurable value in the name of the Commissioner or in some insurance office approved by the Commissioner and will pay all premium falling due under every such insurance policy and deposit with the Commissioner every such policy on, not later than the first day of the month in which any such premium becomes payable, the receipt for that premium.
- 10. THAT the Licensee will not throughout the term of this licence 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, sell, or remove any timber, or any part of the said land, and that he will throughout the term of the licence prevent the destruction of any such timber, tree, or bush, and the Commissioner's written approval is hereby given that the Licensee may remove any such timber or tree if it is required for any agricultural, pastoral, husbandry, or building purpose on the said land and where the timber or tree has been planted by the Licensee.
- 11. THAT the Licensee shall not, except for the purpose of complying with any of the provisions of the Statute Law Amendment Act, 1948, keep any manure, rubbish, or grass on the said land, nor permit any manure, rubbish, 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 direct in writing.
- 12. THAT the Licensee shall not throughout the term of this licence in satisfaction of the Commissioner of Crown Lands for the Land District of Otago (hereinafter referred to as the Commissioner) cut and trim all the fences and hedges, clear and keep clear the said land of all rubbish, weeds, and will through out the term of the licence keep the said land in good order and repair, and will through out the term of the licence keep the said land free from all weeds, rubbish, and other rubbish, and generally comply with the provisions of the Public Health Act, 1955.
- 13. THAT the Licensee shall exercise due care in stocking the said land and shall not overstock.

AND it is hereby agreed and declared by and between the Land Settlement Board and the Licensee:-  
(1) THAT the Licensee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil.  
(2) THAT the Licensee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1948) or to the surface of the soil of the said land, and all such minerals are reserved to the Crown together with the 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, either in payment to the Licensee of compensation for any damage done to improvements on the said land belonging to the Licensee in the working, extraction, or removal of any such minerals.  
Provided that the Licensee shall be on the 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 occupied as a park, garden, or other place, or as a place of recreation, or as a place of residence, or as a place of business, or as a place of public resort, or as a place of public assembly, or as a place of public entertainment, or as a place of public instruction, or as a place of public worship, or as a place of public utility, or as a place of public convenience, or as a place of public interest, or as a place of public use, or as a place of public benefit, or as a place of public advantage, or as a place of public utility, or as a place of public convenience, or as a place of public interest, or as a place of public use, or as a place of public benefit, or as a place of public advantage.  
(3) THAT the Licensee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may direct in writing:-  
(a) Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;  
(b) Crop such area of the said land as is sufficient for the use of himself and family and his employees;  
(c) Mow and use in grass any portion of the said land;  
(d) Clear any portion of the said land by felling and burning such or such and use the land so cleared in grass;  
(e) Surface any portion of the said land.  
Provided that the Licensee shall, at the termination of the licence, leave the whole of the area that has been ploughed or cultivated properly laid down in good pasture and clean and grassed to the satisfaction of the Commissioner.

386/144

376/1147

...  
 (f) THAT the Licensee shall have no right of expelling the sheep or of he shall neglect or fail or refuse to comply with the terms 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 or other payments due to the Department of Lands and Survey, then the Land Settlement Board may, subject to the provisions of section 143 of the Land Act, 1916, declare this license to be forfeit, and that without discharging or releasing the Licensee from liability for rent due or accruing due or for any prior breach of any term or condition of the License.  
 (g) THAT the Licensee is intended to take effect as a pastoral occupation license under the Land Act, 1916, and the provisions of the said Act and of the regulations made thereunder applicable to such license shall be binding in all respects upon the Licensee in the same manner as if such provisions had been fully set out hereon.  
 (h) See Below

FIRST SCHEDULE

IMPROVEMENTS BELONGING TO THE CROWN AT THE DATE OF THIS LICENSE

(d) THAT the Licensee shall be deemed not to have failed to use due care in stocking, or to have overstocked so long as sheep only of the type specified in the Second Schedule hereto are depastured on the said land in each year of the term of this License only during the periods shown in the said Second Schedule and that the number of sheep so depastured does not exceed that shown in the said Second Schedule the number of sheep shown being in each case an increase of ten per cent on the carrying capacity on which is based the rent hereinbefore reserved but the Commissioner may by notice in writing permit the Licensee to depasture thereon any greater number should he deem it advisable or expedient so to do. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.

In witness whereof the Commissioner of Crown Lands for the Land District of Otago, on behalf of the Land Settlement Board hath hereunto set his hand this first day of March, 1960, in the presence of-

Witness: J. G. Murray  
 Occupation: Clerk  
 Address: 2300 G. Murray, Dept. Lands

J. G. Murray  
 Commissioner of Crown Lands

the within-named Licensee hereby accept this license on the terms and conditions specified herein and in witness thereof have hereunto set their hand in the presence of-

Witness: J. G. Murray  
 Occupation: Postmaster  
 Address: R. Edinburgh

Witness: J. G. Murray  
 Occupation: Postmaster  
 Address: R. Edinburgh

Witness: J. G. Murray  
 Occupation: Postmaster  
 Address: R. Edinburgh

J. G. Murray Licensee  
J. G. Murray Licensee  
J. G. Murray Licensee

SECOND SCHEDULE

3850 adult sheep during the months of January to April inclusive  
 275 wethers during the months of May to August inclusive

(h) THAT the Licensee will not allow sheep other than those of the Licensee to graze on the said land without the prior written consent of the Commissioner being first obtained.

J. G. Murray Commissioner of Crown Lands  
J. G. Murray Licensee  
J. G. Murray Licensee  
J. G. Murray Licensee

**DISCHARGED**

Mortgage to E of his interest Harry Begg Miller to John Neil Miller registered September 1930 at 220392  
 220392 transmission to Mrs. Anglin Miller of Elizabeth Bay near Sydney Australia as Administratrix of the estate of Harry Begg Miller  
 220393 Transfer of his share of his interest Harry Begg Miller to Peter Francis Miller of London. Produced 3rd June 1960 at 2:40 p.m.  
 220394 Mortgage of his interest Harry Begg Miller to Harry Begg Miller produced 3rd June 1960 at 3:00 p.m.  
 220395 Transfer of his interest Harry Begg Miller to Harry Begg Miller produced 3rd June 1960 at 3:10 p.m.  
 23146 Transfer of his to Anne Leslie Douglas Miller to Michael Cahill of Alexandria retired and Michael Joseph Cahill of Alexandria farmer as tenants in common in equal shares produced 28.3.1961 at 3 p.m.

21659 Cancellation of covenants of mortgage lease produced 16.4.1961 at 11:23 a.m.  
 231724 Transfer of their interest Harry Begg Miller and Peter Francis Miller to Heron's Estate Limited produced 14.4.1961 at 11:22 a.m.  
 231822 Mortgage of its interest Heron's Estate Limited to Harry Begg Miller produced 14.4.1961 at 2:20 p.m.  
 303766 Transfer of the share of James Clewley to Leslie Campbell position of Coal Creek Farm - 9.9.1961 at 11:45 a.m.  
 303767 Mortgage of James Clewley to Leslie Campbell position of Coal Creek Farm - 9.9.1961 at 11:52 a.m.  
 308470 Transmission of Mortgage 220394 to Harry Begg as executor dated 2-12-1960 at 10:09 a.m.  
 308471 Transfer of Mortgage 220394 to Helena Newbury and Neela Lee Casson as tenants in common in equal shares 2-12-1960 at 10:12 a.m.

from  
 Pastoral Licence No 42

155

386/144

Variation of Mortgage 303707 - 27.9.1972 at 11.30am  
- Elsie Watson A.L.R.

Variation of Mortgage 303707 - 27.6.1972 at 11.00am  
- Elsie Watson A.L.R.

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

J. H. McPherson A.L.R.

387879 Transmission of Mortgage  
303707 to Elsie Watson and Leslie  
Campbell Watson as executors  
entered 27.6.1972 at 2.20 pm.

*[Signature]*  
A.L.R.

387880 Transfer of Mortgage  
303707 to Elsie Watson - 27.6.1972  
at 2.26 pm.

*[Signature]*  
A.L.R.  
30.10.72  
44

458255 ) New Pastoral Occupation  
2.5.1976 ) Licence 607563 issued  
for within land

*[Signature]*  
A.L.R.

Duplicate  
Destroyed

27/5/1976



so long as  
each year of the  
of sheep so  
in each case an  
but the  
should be deemed it  
by the  
by the  
Board  
Land  
our  
Licence  
the prior  
The  
egg  
estate  
H.R.  
producer  
James  
of  
A.L.R.  
Watson  
2.5.1976  
& Mary  
Helen  
to  
Elsie

NEW ZEALAND

Registered in the LAND REGISTRY OFFICE

(Lands Form D-3)



Reference Vol. 337 folio 142

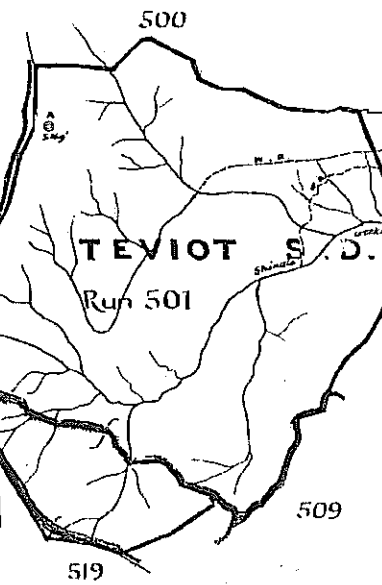
PLAN OF RUN No. 501 No. 1945.

License to occupy Crown Lands for Pastoral Purposes.

Area 4495a Or 00p

DIVALENT METRIC AREA IS 1311.0625

WHITECOMB S. D.



Whereas LESLIE DOUGLAS LISTER, HARRY BOGG MILLER, and CAMPBELL WATSON, all of COAL CREEK FLAT, Farmers, as Tenants in Common in equal shares, have acquired, under the provisions of the Land Act, 1924, a License to occupy for Pastoral purposes all that area of Crown land containing by estimation Four thousand four hundred and ninety-five (4495) acres more or less, and being Run number 501, Five hundred and one (501), Teviot and Whitcomb Survey District, situated in the County of Tairāpapa in the Land District of Otago, New Zealand, as the same is delineated on the plan in the District Lands and Survey Office, Dunedin, as shown in the margin hereof, and to occupy the same of Thirty-seven pounds ten shillings (£ 37 . 10 . 0 ), being the first half-year's rent in advance for such Run: The said Leslie Douglas Lister, Harry Bogg Miller and Campbell Watson are hereby licensed to occupy the said land for pastoral purposes for the term of twenty-one (21) years, to be computed from the first day of March, 1939, subject to all the provisions and conditions of the Land Act, 1924, so far as applicable hereto, and subject also to the payment of an annual rent of Sixty-five pounds (£ 65 . 0 . 0 ), in equal parts, half-yearly in advance, on the first day of March and the first day of September in each and every year, payment for the first half-year's rent having already been made, and the rest of such half-yearly payments to be made on the first day of September 1939. Subject also to the conditions following, viz.:-

- (1) That if the licensee or any person claiming an interest therein shall waste or cause to be made any agreement or contract, or shall give or cause to be given or taken any mortgage security for the purpose of delaying or evading the provisions of, or shall in any way whatsoever directly or indirectly commit or be party to a fraud upon, the Land Act, 1924, this license shall be forfeited and revoked;
(2) That the licensee shall prevent the destruction or burning of timber or bush on the land comprised in this license, except as provided by section 250 of the Land Act, 1924;
(3) That the licensee shall prevent the growth or spread of grass, heath, blackberry, and raspberries on the land comprised in this license, and shall with all reasonable speed remove or cause to be removed all grass, annuals, bracken, ferns, hawthorn, blackberry, or other noxious weeds or plants, as may be directed by the Commissioner of Crown Lands;
(4) That the licensee shall not erect any tenement on the land comprised in this license, or permit any tenement thereon to be erected save with the prior consent in writing of the Land Board of the Otago Land District; and
(5) That the licensee shall destroy all rabbits on the land comprised in this license, and shall prevent their increase or spread to the satisfaction of the Commissioner or an officer appointed by him to inspect the ground.

This License is issued under the provisions of Section 282 of the Land Act, 1924, as a renewal of Pastoral Run License No. 1432. The right is reserved to the Crown to enter on the land at any time during the license for the purpose of killing deer.

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

We witnesses thereof the Commissioner of Crown Lands, on behalf of the Land Board of the Otago Land District, hath hereunto set his hand this 11th day of March 1939.

Witness to the signature of the Commissioner of Crown Lands: J. A. Brown, Commissioner of Crown Lands.

We, LESLIE DOUGLAS LISTER, HARRY BOGG MILLER, and CAMPBELL WATSON, the above-named Licensee, hereby accept this license on the terms and conditions specified therein. Witness to the signature of the Licensee: J. A. Brown, Licensee.

Scale: 40 chains = 1 inch.

**MORTGAGE NO. 141**

The Land Board of the Otago Land District has this day consented to the MORTGAGE of the within written license from HARRY WESG MILLER of Roxburgh, Sheep-farmer (or his share) to John Neil Miller of Dunedin, New South Wales, Merchant.

Dated at Dunedin this 10th day of September, 1930.

K. G. KENNINGTON,  
Commissioner of Crown Lands.

The above endorsement is carried forward from Pastoral License No. 1452 in terms of Section 95 of the Land Act, 1924.

*John Neil Miller*  
Commissioner of Crown Lands.

recession of the interest of Campbell  
Watson deceased, in the within written license  
to The Public Trustee is hereby registered  
this 17th day of August, 1932.

*John Neil Miller*  
Commissioner of Crown Lands

The Land Board of the Otago  
Land District has consented  
to the transfer of the one  
third share in the within  
written license from The  
Public Trustee to James A. Low  
Wilson of Dalrymple Street,  
Dunedin, Farmer.

Dated at Dunedin this 22  
day of August, 1932.

*John Neil Miller*  
Commissioner of Crown Lands

Pastoral Lease 386/144  
issued for within Land

PASTURAGE LICENSE

TO  
KENSIE DOUGLAS LITTLE,  
HARRY WESG MILLER, and  
GARRETT WATSON.

DUNEDIN,

COMMISSIONER OF CROWN LANDS

Dated 1st March 1935.

387/142

P.A. 1935.





S. - B. 5

NEW ZEALAND

Entered in the Register-book, the

Former Ref. Vol. 386 fol. 144

L. & S. Ref. No. 0.78

Not Registered under Land Transfer Act - Registered under Section 113 of Land Act, 1948

7th day of May 1976

REGISTER

Land Registrar NEW ZEALAND

6C/563

Pastoral Occupation Licence under the Land Act 1948

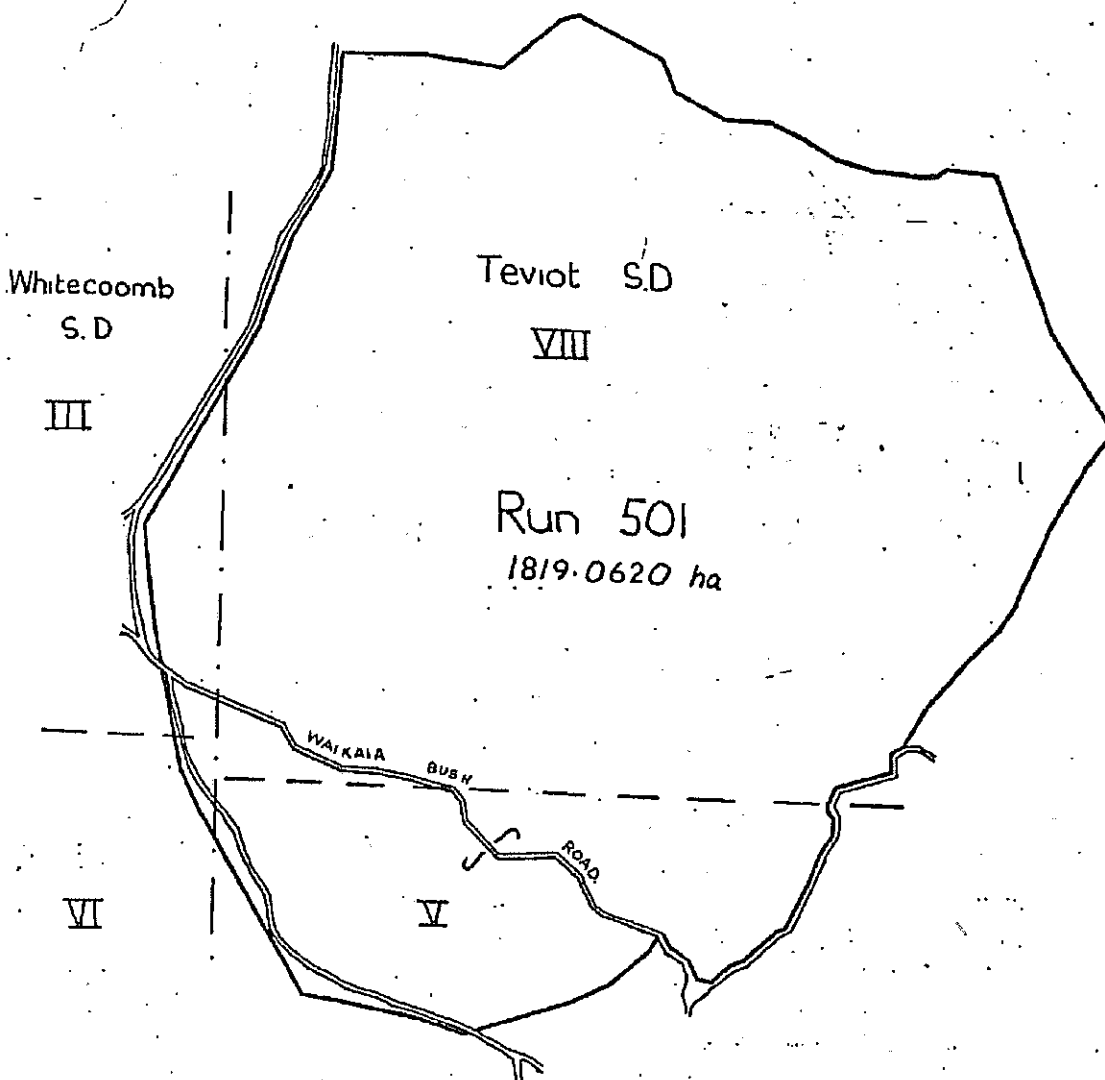
The Land Settlement Board (hereinafter referred to as "the Licensor") doth hereby licence and authorise MICHAEL CAHILL of Alexandra, Retired, and MICHAEL JOSEPH CAHILL of Alexandra, Farmer, (1/3 share as tenants in common in equal shares), HERONS ESTATE LIMITED a duly incorporated company having its registered office at Shingle Creek (1/3 share) LESLIE CAMPBELL WATSON of Coal Creek (1/3 share) (hereinafter referred to as "the Licensee") to occupy all that parcel of land containing by estimation 1819.0620 hectares more or less, situated in the Land District of Otago, and being Run 501, situated in Blocks V and VIII, Teviot Survey District, and Blocks III and VI, Whitecoomb Survey District as the same is more particularly delineated with bold black lines on the plan hercon; together with the rights,

S.O. 1165

Total Area - 1819.0620 ha.

Measurements are Metric.

Farmer (1/3 share) as tenants in common in equal shares



6C/563

contents, and appurtenances thereto belonging for a term of one years commencing on the 1st day of July 1975, together with the period between the date of this licence and the aforesaid 1st day of July 1975; YIELDING and paying therefor unto the Department of Lands and Survey at Dunedin the annual rent of \$ 1,540.00, 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 of the said term. AND also paying in respect of the improvements specified in the Schedule hereto the sum of \$ ----- by a deposit of \$ ----- (which has already been paid) and thereafter by half-yearly instalments of \$ ----- on the 1st day of January and the 1st day of July in each and every year.

AND subject also to the following terms and conditions:

1. THAT without derogating from or restricting the covenants contained and implied in this licence and on the part of the Licensee to be performed or complied with the Licensee will not at any time during the said term depasture on the land hereby demised more than sheep which number shall not include more than breeding ewes for more than cattle which number shall not include more than breeding cows PROVIDED HOWEVER that the Licensee may with the prior written consent of the Licensor carry such additional stock on such terms and conditions as may therein be specified subject nevertheless to the right of the Licensor to revoke or vary such consent at any time.

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

3. THAT pursuant to section 58 of the Land Act 1948 a strip of land not less than one chain in width along the banks of all rivers and streams which have an average width of not less than 10 feet is excluded from the within licence.

1. STOCK limitation 5050 ewes and hoggets for the period January-April inclusive, 240 wethers January-November inclusive and 100 cows and 3 bulls all year.

AND it is hereby agreed and declared by and between the Licensor and the Licensee:

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

AND it is hereby declared and agreed that these presents are intended to take effect as a Pastoral Occupation Licence of pastoral land under section 66 of the Land Act 1948, and the provisions of the said Act and of the regulations made thereunder applicable to such licences 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 OF IMPROVEMENTS BELONGING TO THE CROWN

NIL

Assistant  
IN WITNESS whereof the Commissioner of Crown Lands for the said Land District, on behalf of the Licensor, has hereunto set his hand, this 5th day of November 1975, in the presence of—

Witness: G. Normo  
Occupation: Clerk, Lands & Survey Dept  
Address: Dunedin

J. G. Friel  
Assistant Commissioner of Crown Lands.

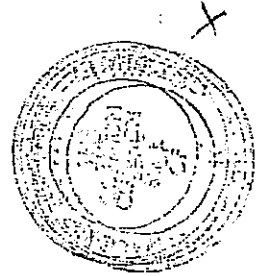
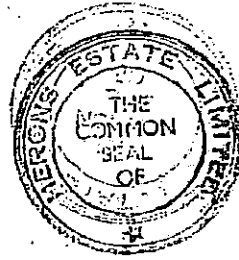
I, the within named Licensee, hereby accept this Licence on the terms and conditions specified herein and in witness thereof have hereunto set my hand in the presence of—

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

Michael Cahill  
Licencee.

The Common Seal of Herons Estate Limited was hereto affixed in the presence of:-

*H.B. Miller*  
*H.B. Miller*  
*R.F. Hillier*



Signed by the said Leslie Campbell Watson in the presence of:

*L. B. Watson*

Witness:

*R. Burr*  
*Rossraiter*  
*Roxburgh*

Interests at Date of Issue:

231882 Mortgage of its interest Herons Estate Limited to Harry Begg Miller produced - 14.4.1961 at 2.20 pm

303707 Mortgage of <sup>his</sup> ~~the~~ interest of Leslie Campbell Watson to James Glow Watson - 9.8.1966 at 11.15 am and varied twice subsequently

*Gulman*  
A.L.R.

Pastoral Occupation Licence 7B/333 issued for the within land

*Gulman*  
A.L.R.

DUPLICATE DESTROYED  
91111577

From: LAND INFORMATION DUNEDIN

+64 3 474 5108

22/02/2002 12:55 #844 P.001/029

**Request Manual Copy**

|   |                         |                  |                     |
|---|-------------------------|------------------|---------------------|
| Document Type                           | Document                | Request Id       | 40939               |
| Reference Number                        | Proc 7436               | User Id          | dabercrombieu       |
| Land District                           | Otago                   | Request Date     | 19/02/2002 09:15:49 |
| Method of Delivery                      | Fax                     | Client Reference | dabercrombieu       |
| Requested By                            |                         | Status           | Pending             |
| <input type="checkbox"/> Certified Copy |                         |                  |                     |
| Comments                                | Forks                   |                  |                     |
| <b>Delivery Details:</b>                |                         |                  |                     |
| Firm                                    | Abercrombie & Assoc Ltd |                  |                     |
| Primary Contact                         | Mr David Abercrombie    |                  |                     |
| Street                                  | P.O. Box 5055           |                  |                     |
| Town                                    | Dunedin                 |                  |                     |
| Country                                 | New Zealand             |                  |                     |
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| Fax Number                              | 09 471 9455             |                  |                     |
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Extract from N.Z. Gazette, 28 August 1938, No. 53, page 1131

Leasehold Estates or Interests in Land Taken for the Purposes of a Road in Blocks V and VIII, Teviot Survey District

COBHAM, Governor-General  
A PROCLAMATION

PURSUANT to the Public Works Act 1928, I, Charles John, Viscount Cobham, the Governor-General of New Zealand, hereby proclaim and declare that the leasehold estate or interest in the land firstly and secondly described in the Schedule hereto held from Her Majesty the Queen by John Allan McPherson, of Coal Creek, sheepfarmer, under and by virtue of Crown Renewable Lease No. 139, Volume 163, folio 113, Otago Land Registry, and the leasehold estate or interest in the land thirdly, fourthly, fifthly, and sixthly described in the Schedule hereto held from Her Majesty the Queen by the said John Allan McPherson, under and by virtue of Crown Renewable Lease No. 138, Register Book Volume 163, folio 167, Otago Land Registry, and the leasehold estate or interest in the land seventhly and eighthly described in the Schedule hereto held from Her Majesty the Queen by John Clow Watson, of Coal Creek Flat, farmer, under and by virtue of Crown Renewable Lease No. 140, Volume 163, folio 163, Otago Land Registry, and the leasehold estate or interest in the land ninthly described in the Schedule hereto held from Her Majesty the Queen by the said John Clow Watson under and by virtue of Crown Renewable Lease No. 137, Volume 163, folio 170, Otago Land Registry, and the leasehold estate or interest in the land tenthly described in the Schedule hereto held from Her Majesty the Queen by William John Gunn, of Coal Creek, farmer, under and by virtue of Crown Renewable Lease No. 142, Volume 163, folio 94, Otago Land Registry, and the leasehold estate or interest in the land eleventhly described in the Schedule hereto held from Her Majesty the Queen by Wilfred James Gunn Craig and Andrew George Craig under and by virtue of Crown Renewable Lease No. 141, Volume 163, folio 168, Otago Land Registry, and the leasehold estate or interest in the land twelfthly and thirteenthly described in the Schedule hereto held from Her Majesty the Queen by Leslie Douglas Lister, of Roxburgh, sheepfarmer, under and by virtue of Crown Pastoral Lease No. P. 102, Volume 338, folio 112, Otago Land Registry, are hereby taken for the purposes of a road; and I also declare that this Proclamation shall take effect on and after the 1st day of September 1938.

SCHEDULE

ALL those pieces of land in the Otago Land District, situated in Blocks V and VIII, Teviot Survey District, Otago R.D., described as follows:

| A. | B.      | C. | Being   |
|----|---------|----|---|
| 1  | 0-7     |    | Parts Section 49, Block V; coloured orange on plan P.W.D. 156299, (S.O. 12098.)   |
| 2  | 1-4     |    |   |
| 3  | 2-0     |    |   |
| 4  | 3-20    |    |   |
| 5  | 1-2     |    | Parts Section 48, Block V; coloured orange on plan P.W.D. 156299, (S.O. 12098.)   |
| 6  | 2-18    |    |   |
| 7  | 2-20-1  |    |   |
| 8  | 0-30-9  |    | Parts Section 47, Block V; coloured blue on plan P.W.D. 156299, (S.O. 12098.)     |
| 9  | 2-6-31  |    |   |
| 10 | 1-18-9  |    | Parts Section 50, Block V; coloured blue on plan P.W.D. 156299, (S.O. 12098.)     |
| 11 | 2-20    |    | Parts Section 49, Block VIII; coloured blue on plan P.W.D. 156300, (S.O. 12099.)  |
| 12 | 0-24-5  |    | Parts Section 51, Block VIII; coloured sepia on plan P.W.D. 156300, (S.O. 12099.) |
| 13 | 1-1-31  |    | Parts Run 302, Block VIII; coloured orange on plan P.W.D. 156300, (S.O. 12099.)   |
| 14 | 0-31-65 |    |   |

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

Given under the hand of His Excellency the Governor-General, and issued under the Seal of New Zealand, this 21st day of August 1938.

[L.S.] H. WATT, Minister of Works.

ODD SAVE THE QUEEN!  
(P.W. 70/17/64/0; D.O. 28/64/0/10)

B. V. OWEN, Government Printer, Wellington, New Zealand

From: LAND INFORMATION DUNEDIN

+64 3 474 5108

22/02/2002 12:57 #844 P.003/029

PROCLAMATION

7436

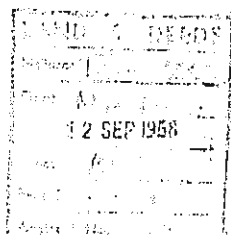
Particulars of the Land to be set  
 Vol. 163 Nos. 94, 113, 165, 167, 168, 170; 338/112  
 M. 148235, M. 129536  
 1/27 12/22 Any of the above 1/27 B  
 1/27 10/27 B  
 N. L. H. Tait  
 Asst. Land Registrar



Order of Proclamation } 1.10.58  
 7. App. without app. }

Vol. 163/170 22.10.58  
 " " 163/94, 113, 165, 167 + App. 129536  
 M. 148235 19/1/58  
 App. M. 143/168 3.3.59  
 " " 338/112 23.9.59

1828 Proclamation proclaiming and  
 saving the within Land to be set  
 out for Road on and after 20 August  
 Registered 31.8.1962 at 11270  
 H. H. H. H.  
 A.L.R.



**LDI 515 Request Manual Copy**

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| Town   | Dunedin                 |                  |                     |
| Country  | New Zealand             |                  |                     |
| Postcode   | 9001                    |                  |                     |
| Fax Number   | 03 474 5455             |                  |                     |
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Extract from New Zealand Gazette, 21 May 1964, No. 30, page 835

Land Proclaimed as Road and Road Closed in Block VIII, Teviot Survey District, and Block III, Cairnhill Survey District, and Land Taken in Block VIII, Teviot Survey District

BERNARD FEROUSSON, Governor-General  
By his Deputy  
H. E. BARROWCLOUGH  
A PROCLAMATION

PURSUANT to section 29 of the Public Works Amendment Act 1948, I, Brigadier Sir Bernard Edward Ferguson, the Governor-General of New Zealand, hereby proclaim as road the land described in the First Schedule hereto; and I also hereby proclaim as closed the road described in the Second Schedule hereto; and I also hereby proclaim as closed the road described in the Third Schedule hereto and declare that the said road, when so closed, shall vest in Herons Estate Ltd, a company duly incorporated under the Companies Act 1953 and having its registered office in Shingle Creek, subject to memorandum of mortgage No. 231726, Otago Land Registry; and I also hereby take the land described in the Fourth Schedule hereto for the purpose of subsection (b) of the said section 29; and I also hereby take the land described in the Fifth Schedule hereto for the purpose of subsection (b) of the said section 29 and declare that the said land, when taken, shall vest in Herons Estate Ltd, a company duly incorporated under the Companies Act 1953 and having its registered office in Shingle Creek, subject to memorandum of mortgage No. 231726, Otago Land Registry.

FIRST SCHEDULE

OTAGO LAND DISTRICT

Land Proclaimed as Road

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

- ① A. R. P. 0 3 35 } Parts Run 502; coloured yellow on plan M.O.W. 4837 (S.O. 12784).
  - ② 1 3 21 } Part Section 11; coloured yellow on plan M.O.W. 4837 (S.O. 12784).
  - ③ 0 0 0 7 } Part Section 8; coloured yellow on plan M.O.W. 4837 (S.O. 12784).
  - ④ 0 2 16 } Part Run 500; coloured yellow on plan M.O.W. 4837 (S.O. 12784).
  - ⑤ 0 2 27 } Part Run 500; coloured yellow on plans M.O.W. 4837 and M.O.W. 7875 (S.O. 12784 and S.O. 12785).
  - ⑥ 2 1 7 } Part Run 500; coloured yellow on plans M.O.W. 4837 and M.O.W. 7875 (S.O. 12784 and S.O. 12785).
  - ⑦ 3 3 31 } Part Run 500; coloured yellow on plan M.O.W. 4837 (S.O. 12784).
  - ⑧ 0 1 15 } Part Run 500; coloured yellow on plan M.O.W. 7875 (S.O. 12785).
  - ⑨ 0 2 21 } Part Run 500; coloured yellow on plan M.O.W. 7875 (S.O. 12785).
  - ⑩ 0 1 12 } Part Section 8; coloured yellow on plan M.O.W. 7875 (S.O. 12785).
  - ⑪ 0 0 24 } Part Section 8; coloured yellow on plan M.O.W. 7875 (S.O. 12785).
- All situated in Block VIII, Teviot Survey District.
- A. R. P. 6 0 25 } Part Run 500, Block VIII, Teviot Survey District, and Block III, Cairnhill Survey District; coloured yellow on plan M.O.W. 7875 (S.O. 12785).

SECOND SCHEDULE

OTAGO LAND DISTRICT

Road Closed

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

- A. R. P. 2 1 5 } Adjoining or passing through Section 9; coloured green on plan M.O.W. 4837 (S.O. 12784).
- 0 1 30 } Adjoining or passing through Section 11; coloured green on plan M.O.W. 4837 (S.O. 12784).
- 1 3 30 } Run 502; coloured green on plan M.O.W. 7875 (S.O. 12785).
- 0 2 12 } Run 500; coloured green on plan M.O.W. 7875 (S.O. 12785).
- 0 0 12 } Run 500; coloured green on plan M.O.W. 7875 (S.O. 12785).
- 1 1 13 } Run 500; coloured green on plan M.O.W. 7875 (S.O. 12785).
- 0 2 13 } Run 500; coloured green on plan M.O.W. 7875 (S.O. 12785).
- 1 1 33 } Run 500; coloured green on plan M.O.W. 7875 (S.O. 12785).
- 0 3 18 } Run 500; coloured green on plan M.O.W. 7875 (S.O. 12785).
- 1 0 31 } Run 500; coloured green on plan M.O.W. 7875 (S.O. 12785).

All situated in Block VIII, Teviot Survey District.

- A. R. P. 2 1 7 } Adjoining or passing through Run 500, Block III, Cairnhill Survey District; coloured green on plan M.O.W. 7875 (S.O. 12785).

THIRD SCHEDULE

OTAGO LAND DISTRICT

Road Closed

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

- A. R. P. 2 1 30 } Adjoining or passing through Section 8 and water races coloured green on plan M.O.W. 4837 (S.O. 12784).
- 1 1 18 } Section 8; coloured green on plans M.O.W. 4837 (S.O. 12784) and M.O.W. 7875 (S.O. 12785).
- 0 2 0 } Section 8; coloured green on plan M.O.W. 7875 (S.O. 12785).

All situated in Block VIII, Teviot Survey District.

FOURTH SCHEDULE

OTAGO LAND DISTRICT

Land Taken

- A. R. P. 2 1 30 } All that piece of land containing 33 perches situated in Block VIII, Teviot Survey District, Otago R.D., being part Run 502; coloured yellow, edged yellow, on plan M.O.W. 4837 (S.O. 12784).

FIFTH SCHEDULE

OTAGO LAND DISTRICT

Land Taken

- A. R. P. 1 30 } All that piece of land containing 1 rood 30 perches situated in Block VIII, Teviot Survey District, Otago R.D., being part Run 500; coloured yellow, edged yellow, on plan M.O.W. 7875 (S.O. 12785).

At 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.

Given under the hand of His Excellency the Governor-General, and issued under the Seal of New Zealand, this 21st day of April 1964.

[Sd.] P. B. ALLEN, Minister of Works.  
God Save the Queen!  
(P.W. 72/8/17/0; D.O. 72/8/17/0/0)

H. E. Barrowcough, Undersecretary, Wellington, New Zealand.

*S.O. Plans lodged with proclamations No 244464  
of No 260780*

3-3-31  
1-15  
2-21  
1-12  
6-0-25  
2-1-7  
13-2-31  
1-30  
-21



From: LAND INFORMATION DUNEDIN

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22/02/2002 13:10 #844 P.019/029

272745

PARTICULARS ENTERED IN THE REGISTER-BOOK

CT 9 FOLIO 263, 115/89, 138/129, 338/112

ON 10 JUN 1964 4 386/131

AT 9.10. O'CLOCK

*BE Hayes*  
Assistant Land Registrar

*works notified:*  
18.9.64

CT  
80/263 registered 11.4.1961 by Stephen Gilbert & Co  
Owner Honors Estate Ltd.  
Mtg 231726.

115/89 registered 27.10.1950 by Gallaway & Son & Co.  
Owner John Gunn

338/112 registered 18.11.1960 by Bockin & Sons Ltd  
Owner Mabel Cahill  
Mtg 227145.

86/131 registered 14.4.1961 by Stephen Gilbert & Co.  
Mtg 282.

87 } cancelled as to the land in  
1964 } de Trust and 1st & 2nd mortgages and  
CT 10/1254 issued *Hayes*

804 } part closed road herein  
1965 } incorporated in 138/49  
*BE Hayes* *AKR*

803 } part closed road herein  
1965 } incorporated in 115/89  
*BE Hayes* *AKR*



PRIC.  
M.O.W.  
10 JUN 1964  
9.10

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