

### Crown Pastoral Land Tenure Review

Lease name: THE KNOBBIES

Lease number: PO 129

# Due Diligence Report (including Status Report)

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

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

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

**November** 

05



## TENURE REVIEW DUE DILIGENCE REPORT TO THE COMMISSIONER OF CROWN LANDS

KF REF:

Po 129

LINZ REF:

CASE NO:

LEASE NAME:

The Knobbies

LESSEE:

Andrew Ritchie McNeish (1/3 Share)

Kathryn Mara McNeish (1/3 share)

Kathryn Mara McNeish and Douglas James Harvie (1/3 share)

### LOCATION:

The two main homestead blocks are located on the Eastern side of Lake Roxburgh 10 km North of the Hydro Dam, running from Lake Roxburgh to the top of the Knobby Range. The general area is 46km South of Alexandra and 10km North of Roxburgh.

A separate remote high altitude tussock run block is located close to Lake Onslow, containing the headwaters of the Teviot River on the northern flank of the Pinelheugh Range. Although this run block is only 40km south east of the homestead, the road access is some 85km, mostly gravel.

#### DATE OF THIS REPORT:

17 June 1999

### LEASE DETAIL:

Land Tenure:

Pastoral Lease under Section 66 of the Land Act 1948. Lease No.

129

Legal Description:

Part Run 643 (now Run 810) Long Valley Survey District, Runs 262G and 262J Teviot Survey District, Run 262E and Run 262C Cairnhill and Teviot Survey Districts being all the land contained in

CT 386/24 Otago Registry.

Area:

4898.7197 hectares

Term:

33 years from 1 July 1988 to 30 June 2021

Rental Value:

\$150,000.00

Annual Rent:

\$2259.00 30 June1999

Date of Next Review: Lease Stock Limit

2805 Sheep

Personnel Stock Limit:

(Pastoral Lease only)

5200 Sheep (including not more than 3300 breeding ewes) 210 Cattle (including not more than 115 breeding cows)

No block limitations set.

#### LAND STATUS REPORT SUMMARY:

Land Status Report prepared by approved person attached.

### SUMMARY OF FEATURES FROM TOPOGRAPHICAL AND CADASTRAL DATA:

No communication sites are marked on the above maps or are known to exist from field officer knowledge. No major power transmission lines cross the property.

No riparian margins are recorded on the property. A Dunedin LINZ file on Riparian Strips has file notes about investigations on the property stating that 14 Mile Creek, Speargrass Creek and an unnamed creek at 228 244 are underwidth. Some correspondence without result is also contained about the North branch of the Teviot River.

Many file references are made to the fact that Lake Roxburgh does not have Crown Land or roadside strips along Lake Roxburgh.

A Esplanade provision along the Lake Roxburgh margin is contained in the Central Otago District Scheme Plan and appears to be based around the above Lake Roxburgh Operating Easement. These may not satisfy the requirements of riparian margin and will require investigation.

One boundary adjustment has occurred with the taking of 77 acres of land under the public works act for power development along the Clutha River in 1966. This alteration appears to be correctly carried out with subsequent alteration to lease area.

All fenced boundaries are on their legal line as far as can be determined without a full survey.

No historic sites are marked on legal or cadastral maps. The Central Otago District Scheme Plans identifies an "Archaeological site" on the Lake Faces but gives no details. This site is unknown to the writer but will require investigation as to its importance and possible protection.

Mining site remnants are known to exist along the margin of Lake Roxburgh but none of significance are recognised.

The lease has a number of legal roads affecting it.

1. The Lake Onslow Block has unfenced legal roads along its Eastern and Southern Boundaries.

The Southern margin has the well formed, gravelled, Lake Onslow Road on the boundary for a short section and the Pinelheugh Road (firebreak/access track in rough farm track condition). Both of these are fenced out of the lease and appear to be approximately on their correct line.

The Eastern boundary with the "Manorburn Conservation Reserve" has a legal road marked. An existing farm track/ firebreak runs the length of this boundary within the lease but it is thought that the legal line is actually fenced within the DOC Reserve. The legal road is shown to enter the lease for a very short section on the northern end.

2. The Homestead block (Runs 262E and 262F) has a legal road cutting in from the neighbouring Cairnhill Stn (Run 262G) and traversing through the centre of the property to the North. It is unfenced, well formed, and suitable for cars when dry. It appears to follow the approximate legal line.

The current main short access to the homestead from the Knobby Range Road is not a legal road and for a short section (approximately 250m) it traverses the neighbouring property to the south on the boundary with Run 262F. It is assumed that a neighbour arrangement allows it.

3. Runs 262J and 262G (straddling the Knobby Range) have the metalled, fenced, well maintained Knobby Range Road running along the Western boundary. As far as be ascertained it is sited on the correct legal line.

An unfenced legal road of good farm track condition, linking the above to the Knobby Range Tops cuts between the two runs and appears to roughly follow the legal line but probably deviates in some sections.

Run 262J has a legal road running from Gordon Peak to its northern boundary. This is unfenced and a very rough farm track only generally following its line.

A paper road running through Run 262G and a short section of road around Gordon peak is recorded (unformed with no tracks).

### SUMMARY OF LEASE DOCUMENT (Certificate of Title):

The legal description, area (with adjustments), base stock limitation and commencement date of the Pastoral Lease on Crown files held by Knight Frank are in agreement with the Certificate of title (386/24 Otago Registry).

Non standard lease covenants include:

- 1. That in so far as part run 643 (now called run 810) is concerned roads may be taken without payment of compensation.
- 2. That the lessee shall hold a one twenty fourth share in the tenancy from the Crown over Section 2, Block XXIII Teviot Survey District, the area of which is 77 acres, more or less. (This holding paddock, for stock movement to the Onslow Run Block at the Bridge huts, is now Freehold and the Lessee holds a one fifth share.)

Apart from routine transfer of shares between the McNeish family and outside partners, electricity agreements, and mortgage registration, the following registrations are noteworthy:

Compensation Certificate No 292297 Pursuant To Section 17 of the Public works Amendment act 1948-27/10/65 (Discharged 22 September 1966.)

303759 Proclamation proclaiming and declaring the Leasehold Estate in the part coloured in red on the plan therein (77 Acres) to be taken for the development of water power (Roxburgh Power Scheme) on and after 1 August 1966.

325475 Proclamation proclaiming as closed the road hatched in red on the plan herein and adding the said closed road to the Crown land set for the development of water power. Reg. 1968. (It is assumed that this road was part of the area taken for water power along the margin of Lake Roxburgh)

437944 Agreement pursuant to section 30 of the Soil Conservation and Rivers Control Act 1941. Entered 1975. (Discharged 21 June 1995)

Part run 643 is now known as run 810 Long Valley Survey District (1728.0077 ha)-15.3.1983 –See Re-appellation 591599/4 (this re-naming and correction of land area was prompted by the finding of error in a survey order affecting Run 643. The area of the renamed run was changed from 4000 acres to 4270.0.0 acres.)

754268/4 Memorandum renewing the term of the within lease for a further period of 33 years commencing on 1.7.1988 and fixing for the first 11 years the annual rent at \$2250.00 calculated on the rental value of \$150,000.00 - 15.5.1990

Both the 77 acres proclaimed for Water Power Development and the 270 acre error in Pt Run 643 (now 810) have been adjusted for in the CT giving the correct area to be 4898.7197 ha.

No Easements or rights of way are registered.

The CT contains no registrations that need to be searched for anomalies but the detailed plan of the land taken for Water Power Development will be needed in the negotiations for the Crown Strip on Lake Roxburgh

### DETAILS OF ANY NEIGHBOURING CROWN OR CONSERVATION LAND:

The full Western boundary of the Onslow run block adjoins the large DOC Red Tussock/Wetlands Reserve (1850ha) known as the "Manorburn Conservation Reserve".

A Crown strip along the margin of Lake Roxburgh or on any streams on the property does not appear to exist. It is possible that the Lake Roxburgh and the North Branch of the Teviot are the only areas requiring marginal strips.

No other land was identified from the Otago Conservation Management Strategy Land Inventory or the Land Status Check.

#### FILE SEARCH:

The property records have been searched and all folios recorded by volume, folio number, date, content summary, and categorised into four general categories (Title related/Unimproved data/Conservation/Lease Administration). Hard copy of these are held on Crown files held by Knight Frank (See Attachment 2 for details).

With the exception of some folio numbering jumps (date sequences are continuous) and a very few missing folios the records are complete. Confidence is held that all important data has been searched.

The only uncompleted actions identified were related to the processing of Marginal strips for the property. Crown files held by Knight Frank contain a Drafting action sheet (Vol.3-Folio 386-4/11/86) requesting a compiled plan for Lake Roxburgh frontage only. No evidence of completion could be found on processing of this or the North Branch of the Teviot River. These possible uncompleted actions should not cause any potential liability to the Commissioner and can be incorporated, if necessary, in the Tenure Review.

### GOVERNMENT APPROVED PROGRAMMES APPROVED FOR LEASE:

A Catchment Board Run Plan was carried out between 1974-94 on the lease involving cattle proofing boundary fences, erosion control fencing and some poplar planting. All obligations related to this work have expired and the registered agreement was removed from the title in 1995.

The property was not involved in the Rabbit and Land Management Programme.

There are no Government Approved Programmes that would affect tenure review.

### UNCOMPLETED ACTIONS AND POTENTIAL LIABILITIES TO THE COMMISSIONER:

All CT data and Crown records match up with no anomalies.

Uncompleted actions or liabilities identified are:

- (1) The processing of the Riparian margins on Lake Roxburgh and possibly the North Branch Of the Teviot River appear to have not been completed.
- (2) The non legal status of the main homestead access track for a short distance along the boundary of Run 262F (Cairnhill Po83) should be noted and its status clarified.

- 6 -

(3) The Central Otago District Scheme Plans "Archaeological site" on the Lake will require investigation as to its importance and possible protection. As this is a general site marking with no details on any schedules in the plan it is assumed to be a mining site remnant- possibly already protected by the Historic Places Act

No major issues could be identified that would involve the commissioner in potential liability during Tenure Review on this property.

Signed for Knight I	Frank (NZ) Limited		
Consultant	Suis 9 1 9 9	 Manager	MA RTaglo-
Approved/Declined	7 . 3 . 77	· ·	71 1 3 1 7 9
Approved/Decimed			
Commissioner of Cro	wn Lands /	<del></del>	

#### Attachments

- (1) Recent title search for each tile considered
- (2) Full list of information sources considered.
- (3) Land Status Check report from qualified person.

#### Attachment 2

### List of Information Sources Considered

- (1) Certificate of Title (386/24 Otago Registry)
- (2) Crown files for Pastoral lease Po129

### Held by Knight Frank Alexandra

Volume 1 (opened 23/12/1929 Folios1-257) Last entry 20/7/61 Volume 2 (opened 27/7/1962 Folios 258-381) Last entry 1/10/86 Volume 3 (opened 3/03/1986 Folios 382-459 Last entry 28/01/99)

### LINZ Dunedin

7900/04/p1 (opened 17/6/1992 - 7 unnumbered Folios ) Last entry undated

### LINZ Christchurch

CPLO 4/11/12469 (opened 2/07/98 Folios 1-14) Last entry 26/5/99 5200/D14/T09 (opened 17/08/94 Folios 1-4) Last entry 12/7/96

- (3) Cadastral Maps
  NZMS 261 G43-Roxburgh
  NZMS 261 G42- Alexandra
- (4) Topographical Maps
  NZMS 260 G43-Roxburgh
  NZMS 260 G42- Alexandra
- (5) Otago Conservation Management Strategy Land Inventory Document
- (6) The Central Otago District Scheme Plans plus maps

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the Dominion of New Zealand,

of DARGID (who, with his executor, administrators, and permitted assigns,
is hereinafter referred to as "the Lessor"), of the other put, WITNESSTIII
that, in consideration of the rent hereinafter reserved, and of the covenants,
readdings, and agreements herein contained or implied and on the part of the
Lessor to be pad, observed, and performed, the Lessor doub hereby denies and
lease unto the Lessor And those pieces or parcels of land containing by
administratories.

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theroinafter referred to as "the said land"), as the same is pare particularly
defineated in the plan drawn hereon and therein celoured 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 mine hundred and Tilly-five

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
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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
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as, discles, and watercourses upon the said land, including any drains or discloss which may be constructed by the manifestation of the Commissioner after the channel of any such cruck or watercourse or stop or direct 6. THAT the Lessee will keep the said land free from wild animate, rabbits, and other. THAT the Lessee will clean and clear from weeds and keep open all ergots, Gains, 7. THAT the Lesses will clean and clear from weeds and keep open all commissioner after the commissioners of the term of the lease; and will not the still the Commissioner after the so the water flowing therein. 6. THAT the Leene will at all times during the said term repair and maintain and here by good substantial repair, order, and condition all improvements belonging to the Commissioner, pall down or senses them or any part of them. 9. TEAT the Lessoe will insure all buildings belonging to the Crews (including those specified in the Scholade herets which are being purchased by the Lessee) now or hereafter erected on the te their full insurable value in the name of the Commissioner; in some insurance office approved by the Commissioner and will pay all permiums falling due under every such insurance policy as with the Commissioner every such policy and, not later than the foreneous of the day on which any such premium becomes payable, the receipt for that premium. 10. THAT the Tenses will not throughout the serm of the lease without the prior consent of the Commencer, which consent may be given on such terms and conditions (including the payment of alt) as the Commissioner thinks ft, fell, sell, or remove any timber, tree, or back growing, standing, or lying on the axid land, and that he will throughout the term of the lease prevent the destruction revelty) as the Commissioner thinks fit, fell, sell, or remove any timber, tree, or but any such timber, tree, or but unless the Commissioner otherwise approves: Provided that the consent of the Commissioner as aforesaid shall not be necessary where any such finales or tree is required for any agricultural, pastoral, howevhold, readwaking, or building purpose on the said land nor where the timber or tree has been planted by the Lesses. II. THAT the Leaves shall not, except for the purpose of complying with any of the provisions of the Navella Tussock Act, 1916, burn any tussock, acrob, ferm, or grass on the said land, now permit a cock, scrab, ferm, or grass on the said land to be burned, unless in either tasse he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such tool conditions as the Commissioner may deem necessary. 12. THAT officers and employees of the Expartment of Internal Affairs shall at all times have a right of ingress, egges, and regress over the land comprised in this less for the purpose of determining whether such land or any adjoining land is infested with diver, wild pige, opoceums, or other animals' which the said Department is changed 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 under disturbs 13. THAT the Lessee shall exercise due core in stocking the said late and shall not overstock. AND it is beenly agreed and declared by and between the Lawer and the Lemma :-

(4) THAT the Lesses shall have the exclusive right of pacturage over the said land, but shall have so right to the soil.

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(8) THAT the Lessee shall have no right, title, or chim whatsoever to any minerals (within the meaning of the Lend Act, 1916) on or under the sarface of the soil of the said land, and all such minerals are reserved to the Majorit 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, rabject to the payment to the Lerees 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:

(4 TH/T upon the expination by effection of time of the term bearing granted and theread on a the expiration of condendation that is beginned to the bearing the contains of souther for (i) of the bear 5.00, 1847, a new base of the bear 6 the lead beard, from better south to be determined in the manner press shell here a time of the said Act for a term of thirty-three year manufact from the expinition of a term of thirty-three year manufact from the expinition of the foreign and the provision are this bear, including this present presents for the removal thereof and all presidence one flargers in relation threaton.

Provided that there shall be no right of way over, or right to work, extract, or recove any minoral form, any part of the said land which is for the time being under saled within 10 yards of a yard, garden, orthard, vineyard, numers, or plantation, or within 100 yards of any-building timellinghouse:

Provided also that the Lenes may, with the prior consent in writing of the Coronnectoins, which consent may be given subject to such conditions as such minerals for any agricultural, personal, household, roadmaking, or building purposes on the said hould had not obtaining.

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(d) THAT the Lence shall have no right of acquiring the foreinnth of the said land. 38624 (e) THAT the Leaves may, with the prior consent in writing of the Commissioner given subject to an se of growing winter feed for the stock depastured thereon; (iv) Clear any person of the and land (v) Surface sow in gloss stry position. Provided that the leaver small on the term be, or multi-default for not less than two months in the payment of real, water of section 116 of the Land Act, 1943, declare this lease to be forfrit, and that sh of any coverant or condition of the lease. (9) THAT if the Lowce shall have New Zel expressed or implied to the satisfaction levy, or other payments due to the Lev-sitbout discharging or releasing the Levnd the providence of the sold Act and of the regulations made therrender applicable recions had been fully set out herein. (A) THAT these presents are intended to take off leases shall be binding in all respects upon SCHEDULE

SCHEDULE

FOR CROWN AND BEING PURCHASED 2X THE LESSEE IMPROVEMENTS , on behalf of the Lessor, bath hereunto set his In Witness whereof the Commissioner of Crown Lands for the Land District of band, and these presents have also been executed by the said Lesson. Eigned by the said Commissioner, on behalf of the Lessor, in the presence of-Commissioner of Crown Lands. Occupation Elect Lord and Survey Signed by the above named as Lessee, in the presence of Witness: Dotnerst; Address: Boxlengt blave filled to use due orne is stocking, in to it we eveneticated so long the said that does not exceed fig. the feat an increase of ten per cent freed the rest herein-effers becaused, but the Commissioner may be notice that thereon may greater number should be been it divisuable or engated inhill be subject to revocation or meadment by the Commissioner shall not the transfer. They varieties connected to by the Commissioner shall not star the Lessee chall be derica not of star number of sacer derical and on the corrying capacity on that is in writing permit the Lessee to be set of o. Any remission so trace to derive and particularly in the execution affect the rest payable herounds. (1) THAT in so for us Fort Run 643 is concerned rough ray be taken without payment of commensation. (j) THAT the Lessee shall hold a one Wenty-Courth Shire in a terminay from the Grown over Section 2, Block XXIII, Teviot Survey District, the area of Union is 77 acres, more or less. le Robert of Wind Cosmissioner of Crown Bunds

Jones Land LR.

### RELEASED UNDER THE OFFICIAL INFORMATION ACT

38424 Mostgage 13769 Variation of Mortgage 286155 19.1.1973 at 2.50/pm Estedneed 16- Qu 397853 Transfer to Andrew, Ritchie McNeish of Roxburgh Farmer - 19.1.1978 at 2.51pm to Jean Helen 397854 Mortgage 1950 XC 12.6 McNeish and Geotge Black -. Variation of Monages 1874 produced 27 September 195 X16210 Electricity agra 3 of the Electrical 437944 Agree#entCborsuant Graduard 23 Settlember 1954 2-11.52 lifets Section 30 of the Jan 1995 Kuns 262 . 262 E 262 E - 2625) Bothow Ar Conservation and Rivers Act 1941 enter 1975 10.50 am X 16211 Electrical agreement under Section 3 of the Electrical Immunical State 1942 Francis 23 Feffenher 1954 at 11.53 Collects the front him 645 herein A.L.R. 473139/1 Transfer of a 2/5 share 252 923 Frans insiento Jean Helen Mc Neish & Rosburgh, Widow, and to Kathryn Mara McNeish of Roxburgh Married Woman and Robert George Wilson Black of Dy edin Compan 10.57am at 2.45 Pl ARK 286155 /Mortgager) Mew Zealand 473139/2 Variation of Mortgage 286155 - 14.2.1977 at 10.57 am 27/10/45 at 476437 Electricity Agreement pursuant to Section 50 of the Electricity Act 1968 -303759 Prolamation proclaiming and declaring the leavelald Estate in the hast coloured Red on the plan Leven (77 Aves) 18.4. 1977 at 9.17 ap to be taken for the Development of Water Power (Roxburgh Power Scheme) on and after 1st August 1966 Registered 10:8:1966 518923/2 Certificate vesting Mortgages 137698, 137699 and 286155 in The Rural 303760 Lyette Notice Setting Afart the Land in Pralameter Banking and Finance Corporation of New 303759 for the Development of Water lower (Roburgh Power School) Zealand - 6.7. 1979 at 10.54 am and after 1st Auglist 1966 Registered 10 3 1966 at 10 3 2 pm 518923/3 Variation of Mortgage 286155 the good hatched sed on the and odding the - 6.7.1979 at 10.54 am former - Registered 25 /3/1965 at 2 16 am A.L.R. THIS REPRODUCTION (ON A REDUCED SCALE) CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL REGISTER 1 TO THE PURPOSES OF SECTION 215A LAND THAT SPET AUT 1952. Part Run 643 within is now known as Run 810 Long Valley Survey District (1728:0077ha)=

15.3.1983 at 10.51 am
See Re-Appellation 591599/

A.L.R.

386/24 Doc 591599/4 S. D. Run 644 Run 566 Pt Run 643 4270.0.0 VALLEY Run 642 Pt Run 643 n Landa Run 2621 Teviot S.D., & Runs 262c & 262e, Cairn Hill & Teviot S.Ds Run 262; Pt Run 643, Long Valley S.D., Runs 262g & 262j, 1655 acs 4898 · 7197 ha CAIRNHILL Scale: 80 Chains to an Inch Run 2629 of so runs or cent by notice expedient r at any hall not Run 262f Total Area. 11,912 acres. AREA EQUIN New Area AIII. TEVIOT 3tun 2620 Run 570 2245# Run 2624 2490ac Clutha

### RELEASED UNDER THE CENTRAL NEORMANON ACT

754268/4 Memorandum renewing the term of the within lease for a further period of 33 years commencing on 1.7.1988 and fixing for the first 11 years the annual rent at 92,250.00 calculated on a rental value of \$150,000.00 - 15.5.1990 at 8.48 mm

A.L.R.

754268/6 Transfer to Andrew Ritchie McNeish (as to a 1/3 share), Kathryn Mara McNeish (as to a 1/3 share) and the said Kathryn Mara (McNeish and Robert Cameron White (jointly interse as to a 1/3) share all abovenamed as tenants in common in the said shares - 15.5.1990 at 9.28 am

A.L.R.

825409Y Transfer of their 1/3 share Kathryn Mara McNeish and Robert Cameron White to Kathryn Mara McNeish abovenamed and Douglas James Harvie of Dunedin Chartered Accountant - 10.3.1993 at 9.49am

A.L.R.

034533 Mining Permit purdunt to The Crown Minerals Act 1991 over part Morein in favour of Mount Cook Group Limited for a term of 28 years commencing on 8.7.1993 20.7.1993 at 11.03am
Sec 9D/441
Entered in Error

A.L.R.

H-LA

754268 4 Memorandum Penewing the term of the within lease for a further period of 31 Pers commencing on 1.7.1988 and lixing for the first 11 years the annual rent at \$2,250.00 calculated on a reptal value of \$150,000.00

A.L.R.
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Mara McNeish (as to a share) Kathryn
and the said Kathryn Mara McNeish
and Robert fame on Write (squatry
inter se as a like share) Elli
abovenamed as tenants in common in
the said shares - 15.5.1990 at 9.28am

A.L.R.

