

## **Crown Pastoral Land Tenure Review**

**Lease name : THE WANDLE**

**Lease number : PO 328**

### **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.

**December 05**

**DUE DILIGENCE REPORT****CPL PRE TENURE REVIEW ASSESSMENT STANDARD 6:**

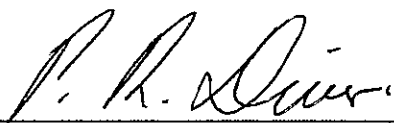
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File Ref:	Po328/1	Report No:	AT0099	Report Date:	12 June 2000
Office of Agent:	Alexandra	LINZ Case No:		Date sent to LINZ:	

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**RECOMMENDATIONS:**

- (1) That the Commissioner of Crown Lands or his delegate **note** this Due Diligence Report which has been prepared in accordance with the PRE Tenure Review Assessment Standard.
- (2) That the Commissioner of Crown Lands or his delegate **note** the following incomplete actions which require action by the Manager of Crown Property Contracts (*or others*).
  - (a) There is a minor area difference between the Status Check and the lease document.

**Signed by Knight Frank (NZ) Limited:**

P R Diver:



Manager:

**Approved/Declined**\_\_\_\_\_  
Name:

Date of decision:

**(1) Details of lease:**

**Lease Name:** The Wandle

**Location:** The property is located on the eastern slopes of the Rock and Pillar Range some 13 km north of Middlemarch and covers from Wandle road up to around 1100 m.a.s.l. on the face.

**Lessee:** Robert Bruce Watson (*1/3 share*) Elaine Hazel Watson (*1/3 share*) and Elaine Hazel Watson, Douglas James Harvie, and Rodger Norman Macassey (*1/3 share*).

**Tenure:** Pastoral lease under the land act 1948. Pastoral Lease No P238

**Term:** 33 years from 1 July 1988 expiring 1 July 2021

**Annual Rent:** ██████████ (plus GST)

**Rental Value:** ██████████

**Date of Next Review:** 1 July 2010

**Land Registry Folio:** CL 4C/757 Otago Registry.

**Legal Description:** Part Run 782, Section 1 SO 23304 and Section 1 SO 23306, Blocks I and II Strath Taieri Survey District and Block IX Rock and Pillar Survey Districts, being all that land contained in CL 4C/757 (Otago Registry).

**Area:** 1267.8101 hectares

**(2) File Search:****Files held by Agent on behalf of LINZ:**

<i>I</i>	<i>Volume</i>	<i>First Folio</i>	<i>Date</i>	<i>Last Folio</i>	<i>Date</i>
Po 328	1	1	9/12/1949	118	1/1/19772
	2	119	15/12/1969	249	5/10/1984
	3	250	11/10/1984	483	21/7/1995
	4	1	20/2/1996	68	24/5/2000

**Other relevant files held by LINZ:**

<i>File Reference</i>	<i>Volume</i>	<i>First Folio</i>	<i>Date</i>	<i>Last Folio</i>	<i>Date</i>
CPL04/11/12476 ZCH		1	31/8/1999	12	23/12/1999
7900/04/P328 1 DDN		1	5/6/19982	3	24/3/1992

Confidence is held that all important data has been searched.

A lease (S46) for the whole of Run 321A (*Education Endowment Land*) was issued to Murdo Alexandra Matheson for a term of 42 years from the 1 September 1927 by the Otago Boys and Girls High School Board (*Folio 18 for extracts from lease*). Under the Education Lands Act 1949 the lease was handed over to the Commissioner of Crown Lands.

After some initial investigations of the actual area of the lease the whole of Run 213A was reclassified as Pastoral Lease from 1 July 1955 for 33 years.

In 1957 the lease was transferred to a trustee company called the Wandle Estate Limited for his two sons.

In 1957 the Otago Ski Club applied for and were granted the right (*Folio 91*) to construct a road through run 213A to service a small ski area on an adjoining lease (*213D*). This had lessee approval but the requirement to register an easement involving a detailed survey plan. Cost of the survey was beyond the club resources and it was never completed but the club continued to use the access with agreement of the owner until the Club faded in 1969. The Otago Tramping Club expressed interest in taking over the ski hut area on the adjoining lease and legalising the access across Run 213A in 1972. They elected to continue the existing arrangement with the lessee and not apply for the easement.

In 1969 subdivision of the run was approved (*Folio 124*). The currently The Wandle property Po328 comprised the northern section of Run 213A and was taken up by J B Matheson Limited. The new lease was issued initially to The Wandle Estate limited then transferred to J B Matheson Limited. The lease was issued for the residue of the term of the lease it replaced. The only change on allocation of stock limitation was to include a cattle limitation.

In 1974 some shares were transferred from the company to a children's trust.

In 1974 a Soil and Water Conservation Plan Farm Plan was entered into that involved conservation fencing, access tracking and a retirement proposal to destock the upper mountain lands and establish off-site grazing. The agreement was registered on the lease document. The plan progressed with some additions and alterations

In 1980 an application to reclassify was received and investigated, especially the possible surrender of the retired lands. During this process it was noted that a large section of the adjoining Taieri Lake Run was fenced into the lease. The lessee withdrew his application to reclassify in 1982.

Attempts to legalise the boundary issue with Taieri Lake Run were pursued over the next few years.

At lease renewal in 1988 the Land Settlement Board approved the boundary adjustment between the two properties subject to the two lessees paying for survey and the removal of the retired land from the lease (*Case 84/371*). Part of this was later rescinded and the Crown agreed to pay for the cost of survey (*Folio 264*).

The boundary adjustment was duly surveyed and carried out. The changes were entered on the lease document in 1997. Agreement to surrender the retired lands from the lease at renewal was signed by Matheson in 1986 (*Part Folio 297*). The renewal was registered in 1990.

In 1989 the property was purchased by R B Watson who signed an agreement to agreed to abide by the boundary adjustments agreed to by Matheson (*Folio 400*). The surrender was duly processed and eventually registered on the lease document in 1997. All actions in this process have been correctly carried out. The lessee expressed dissatisfaction when presented the memorandum of partial surrender for signature in 1994 but was persuaded to abide by his previous signed commitment.

In 1990 an escaped fire from the lower land on The Wandle burnt almost all its hill country and substantial areas on both neighbours properties. The fire was high profile causing many news paper articles and much report writing. No disciplinary action was undertaken and it appears the areas recovered well over the next two seasons.

In 1994 two unformed legal roads close to Wandle Road was closed and incorporated in the lease. One ran parallel to the eastern boundary and another, an extension of Nant Road, entered the lease for approximately 750 metres.

The lease rental review in 1999 was initially challenged and planned to go to the LVT but was accepted.

A possible breach of consent (*overgrazing was investigated in 1999*) but was found to carry no substance.

No data on marginal strip processing at lease renewal was found on agents files but LINZ files Dunedin (*7900/04/P328 1 DDN*) has a field report (*Folio 3*) that states that no streams over 3 metres were found on the lease.

Other file data relates to routine consents processing for tracking, burning, oversowing and top dressing and cultivation.

No recreation permits exist.

From the file search it is noted that the area calculations of the lease have perpetuated the minor area error from rounding off contained in the original lease document area. The only other point of note is that the lease was originally Education Endowment lease (*Otago boys and Girls High School Board*) before being subject to the 1948 Land Act.

## **(2) Summary of lease document:**

### **Terms of lease:**

The commencement date of the pastoral lease on Crown files is in agreement with the lease document (*4C/757 Otago Registry*).

The lease was issued on 1 July 1969 under the Land Act 1948 on the subdivision of *P90 (CL 338/118)* for a term of 33 years for the balance of the term from 1 July 1955 and contains non-standard conditions. On subdivision and allocation of stock limitation a limit for cattle was added to the new lease.

*Lease Stock Limit:*

1510 Sheep (including not more than 3200 breeding ewes)  
25 Cattle

*Personal Stock Limit:*

4000 Sheep (including not more than 3200 breeding ewes)  
220 Cattle (including not more than 160 breeding cows)

*When run in conjunction with 133 ha of freehold the combined limit of:*

5000 Sheep (including not more than 4000 breeding ewes)  
220 Cattle (including not more than 160 breeding cows)

***Renewals and variations:***

760603 Memorandum renewing the term of the within lease for a further period of 33 years commencing on 1 July 1988 and fixing (for the first 11 years) the annual rent at \$2,175 calculated on a rental value to \$145,000 - (no changes in terms or conditions).

No other Memorandum of Variations are registered on the lease document

***Other Memorials registered on lease:***

Part of the within land is now known as Section 2 SO 22973 (268.45 ha) - 27 July 1989. See New Appellation 734091/2 (designation of retired block on lease).

925888/3 Surrender of part of the within lease (268.45 ha) being Section 2 SO 22973 -6 March 1997 (surrender of retired block from lease).

798101 Gazette Notice (New Zealand Gazette 23 January 1992, Page 138) declaring the adjoining unformed legal road (7.0780 ha) marked A on SO Plan 23304 shall be deemed to be Crown land subject to the Land Act 1948 - 14 February 1992. See new appellation 8552829 (closing of unformed road section).

The unformed legal road (7.0780 ha) marked A on SO Plan 23304 is now known as Section 1 SO Plan 23304 (7.0780 ha) - 17 May 1994 (renaming of unformed road section).

829938/1 Certificate of Alteration incorporating in the within lease the land shown Marked A on SO Plan 23304 (7.0780 ha) - 18 May 1993 (incorporation of unformed road section).

925888/2 Certificate of Alteration incorporating in the within lease 48.0327 ha being Section 1 SO 23306 with no alteration to stock limitation or annual rent. -6 March 1997 (boundary adjustment with Taieri Lake Station).

**Area adjustments:**

Area adjustments on the lease are in agreement with files held by Knight Frank but not in agreement with the Status Check. The Status check has the area of the lease as 1267.8101 ha while the lease document has it as 1267.8102 ha. This difference may be a minor rounding of error of the initial conversion of the lease area from 3660 acres.

Original lease	1481.1494 ha	<i>(corrected to align with Status Check)</i>
Plus memorial 829938/1	7.0780 ha	<i>(land added from road)</i>
Plus Memorial 925888/2	48.0327 ha	<i>(boundary adjustment)</i>
<u>Less</u> Memorial 925888/3	<u>268.45 ha</u>	<i>(Surrendered retired land SO22973)</i>
	1267.8101 ha	

**Registered interests:**

853693 Mortgage to The National Bank of New Zealand Limited. -Produced.19 April 1994 and entered 17 May 1994.

**Unregistered interests:**

None found.

Unregistered mortgages may exist but none are known.

**(4) Summarise any Government programmes for the lease:**

In 1974 a Soil and Water Conservation Plan Farm Plan was entered into that involved conservation fencing, access tracking and a retirement proposal to destock the upper mountain lands and establish off-site grazing. The agreement was registered on the lease document. The plan progressed to completion with some additions and alterations. The surrender of the land from the lease was achieved in 1997.

The Agreement was discharged from the lease document in 1997.

A multiple Windbreak Scheme was entered into in 1985 and the agreement registered on the lease document. No documentation on its operation could be found but it was discharged from the lease document in 1996.

Funds from the Livestock Incentive Scheme was taken up in 1978 and used to develop the lower country.

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

There are no Government approved programmes or issues from them that would affect tenure review.

**(5) Summary of Land Status Report:**

Copy attached as Schedule A.

The Land Status Report is in two parts:

- The Status of CL 4C/757, the pastoral lease Po328
- The Status of Part Section 14 Block II Strath Taieri Survey District, being a small (683 m<sup>2</sup>) block of Crown land on the north-eastern boundary of the lease.

The Land Status Report confirms the Crown Land Status under the Land Act 1948 subject to Pastoral Lease registered as 4C/757.

It records no encumbrances on the lease document.

The area is confirmed as 1267.8101 ha (*which differs from that on the lease document*).

No marginal strips, Section 24 (9) or Section (58) were found.

No issues were identified:

The Status of Part Section 14 Block II Strath Taieri Survey District was confirmed as Crown land under the Land Act 1948 held under document 926282/2.

The only encumbrance is it is subject to the Ngai Tahu Claims Settlement Act 1998 (*relevant land*).

No issues were identified.

**(6) Review of topographical and Cadastral data:**

***Topographical Maps:***

NZMS 260 H42 Waipiata and H43 Middlemarch

No radio or television repeater sites, power transmission lines, huts, airstrips, water races or historic sites are marked on the topographical map.

The fenced boundaries closely follow the legal line. It appears that the small 683 m<sup>2</sup> parcel of Crown land (*Part Section 14 Block II Strath Taieri Survey District*) could be fenced into the lease.

No other relevant features were found.

***Cadastral Maps:***

NZMS 261 H42 Waipiata and H43 Middlemarch



The Cadastral map has not yet recorded any of the recent changes to the lease. The boundary alterations with Taieri Lake, the surrender of the retired land and the incorporation of the closed roads into the lease are not shown.

One legal road affects the lease being the Wandle Road that follows the south-eastern boundary of the lease for its full length along the flats. Only a very short section in the northern corner is unformed.

No other paper roads are in existence.

No streams are shown as having marginal strips.

Overall no issues have been identified as requiring clarification.

**(7) Details of neighbouring Crown or conservation land:**

A small (683 m<sup>2</sup>) parcel of Crown Land (UCL) on the north eastern boundary of the lease (Part Section 14 Block II Strath Taieri Survey District) is fenced into the lease.

Section 14 was granted in 1883 under the Otago Boys and Girls Act 1883 and the High Schools Reserves Act 1880. The land was later taken by Proclamation 1478 for railway purposes. The minerals are not reserved for the Crown.

The upper boundary of the lease bounds on the surrendered land (268 ha) that is under transfer to DoC for Conservation Land.

To the south the upper country of the lease bounds onto the 443 ha Rock and Pillar Scenic Reserve (H43008) administered by DoC.

No other Crown or conservation land identified.

**(8) Summary any uncompleted actions or potential liabilities:**

(1) A minor variation in the area between the Status Check and the lease document is noted. All PL's are approximate as to area and will be surveyed in T.R. ∴ not relevant to T.R.

(b) The fact the lease was originally Education Endowment Lease is noted. status check confirms now CL pastoral lease ∴ not relevant to T.R.

(c) A small parcel of Crown Land (Part Section 14 Block II Taieri Survey District - 683 m<sup>2</sup>) is fenced into the lease.

This area has now been included in T.R. ∴ no further action required.

*[Signature]* 5/5/2001

**ATTACHMENTS:**

- (1) Schedule A - Land Status Report.
- (2) Recent copy of Instrument of Titles searched 4C/757 and 338/118 (cancelled).

**OPUS INTERNATIONAL CONSULTANTS LIMITED  
DUNEDIN OFFICE**

Project Number 6NI11 01 016YD

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No: 50175 dated September 1999 and is undertaken for the purposes of the Crown Pastoral Land Act 1998.



<b>LAND STATUS REPORT for The Wandle</b>				LIPS Ref 12577
Property	1	of	2	

<b>Land District</b>	Otago
<b>Legal Description</b>	Part Run 782, Section 1 SO 23304 and Section 1 SO 23306.
<b>Area</b>	1267.8101 ha.
<b>Titus</b>	Crown Land held under the Land Act 1948 subject to Pastoral Lease P 328.
<b>Instrument of title / lease</b>	4C/757.
<b>Encumbrances</b>	No registered encumbrances.
<b>Mineral Ownership</b>	Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Purchase.
<b>Statute</b>	Land Act 1948 and Crown Pastoral Land Act 1998.

<b>Data Correct as at</b>	3 November 1999
[Certification Attached]	

<b>Prepared by</b>	G Patrick
<b>Crown Accredited Agent</b>	Opus International Consultants Ltd, Dunedin

**Certification – as to status**

Pursuant to Section 11(1)(1) of the Survey Act 1986 and acting under delegated authority of the Surveyor-General pursuant to Section 11(2) of that Act, I hereby certify that the land described above is Crown Land under the Land Act 1948 subject to Pastoral Lease registered as 4C/757.

**Max Haydn Warburton**  
**Chief Surveyor**  
**Land Information New Zealand, Dunedin.**

11 / 11 / 1999

<b>LAND STATUS REPORT for The Wandle</b>				LIPS Ref 12577
Property	1	of	2	

<p><b>Notes :</b> This information does not affect the status of the land but was identified as possibly requiring further investigation at the due diligence stage : See Crown Pastoral Standard 6 paragraph 6.</p>	<p>File sighted – nothing found on file.</p>
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## LAND STATUS REPORT for The Wandle

LIPS Ref 12577

Property 1 of 2

**Research Data:** *Some Items may be not applicable*

SDI Print Obtained	Yes / No
NZMS 261 Ref	H42 & H43
Local Authority	Dunedin City Council
Crown Acquisition Map	Kemp
SO Plan	SO 17016 approved September 1970 being a plan of Runs 782 & 783. SO 15771 approved November 1898 being a plan of land to be taken by proclamation SO 22973 approved July 1989 being a plan of Sections 1 & 2. SO 23304 approved August 1990 being a plan of Section 1. SO 23306 approved September 1990 being a plan of Section 1.
Relevant Gazette Notices	New Zealand Gazette 1992 page 138. Transfer of unformed road.
CT Ref / Lease Ref	4C/747 [live]. 338/118 [cancelled]. Memorandum of Renewal 760603
Plan Index	Attached.
Legalisation Cards	SO 17106 – no card SO 23304 – attached SO 23306 – attached
CLR	Confirms Pastoral Status.
Allocation Maps (if applicable)	H42 & H432 Nothing showing affecting this land. DOC allocation map shows an adjoining allocation.
VNZ Ref - if known	27821/15600.
Crown Grant Maps	Not searched.
<b>If Subject land Marginal Strip :</b> a) Type [Sec 24(9) or Sec 58]  b) Date Created  c) Plan Reference	a) Nothing found  b)  c)

<b>LAND STATUS REPORT for The Wandle</b>			LIPS Ref 12577
Property	1	of	2

**Research – continued**

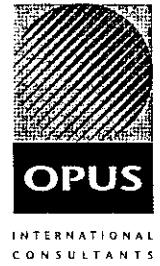
If Crown land – Check Irrigation Maps.	H42 – Nothing in respect to subject land. H43 No map.
Mining Maps	H42 & H43 – Nothing in respect to subject land.
<b>If Road</b> a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989  b) By Proc  c) Gazette Ref	a) SO Plan - Not applicable.  b) Proc Plan  c) Gazette Ref
Other Relevant Information a) Concessions – Advice from DOC or Knight Frank.  b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998  c) Mineral Ownership   d) Other Info	a) No information found.  b) None known.  c) Either <input checked="" type="checkbox"/> Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Purchase. File shows held on pastoral tenure since at least 1927.  <input type="checkbox"/> Contained in [provide evidence].  d)

16849

**OPUS INTERNATIONAL CONSULTANTS LIMITED  
DUNEDIN OFFICE**

Project Number 6NI11 01 016YD

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No: 50175 dated September 1999 and is undertaken for the purposes of the Crown Pastoral Land Act 1998.



<b>LAND STATUS REPORT for The Wandle</b>			LIPS Ref
Property	2	of	2

<b>Land District</b>	Otago
<b>Legal Description</b>	Part Section 14 Block II Strath Taieri SD.
<b>Area</b>	683m <sup>2</sup> .
<b>Use</b>	Crown Land held under the Land Act 1948.
<b>Instrument of title / lease</b>	Document 926282/2.
<b>Encumbrances</b>	Subject to Part IX of the Ngai Tahu Claims Settlement Act 1998 [Relevant Land].
<b>Mineral Ownership</b>	Held under CT 69/197 [cancelled].
<b>Statute</b>	Land Act 1948.

<b>Data Correct as at</b>	3 November 1999
<b>[Certification Attached]</b>	

<b>Prepared by</b>	G Patrick
<b>Crown Accredited Agent</b>	Opus International Consultants Ltd, Dunedin

**Certification – as to status**

Pursuant to Section 11(1)(l) of the Survey Act 1986 and acting under delegated authority of the Surveyor-General pursuant to Section 11(2) of that Act, I hereby certify that the land described above is Crown Land under the Land Act 1948.

**Max Haydn Warburton  
Chief Surveyor  
Land Information New Zealand, Dunedin.**

11 / 11 / 1999

**LAND STATUS REPORT for The Wandle**

LIPS Ref

Property 2 of 2

**Notes :** This information does not affect the status of the land but was identified as possibly requiring further investigation at the due diligence stage : See Crown Pastoral Standard 6 paragraph 6.

No LIPS file found.

<b>LAND STATUS REPORT for The Wandle</b>				LIPS Ref
Property	2	of	2	

**Research Data:** *Some Items may be not applicable*

SDI Print Obtained	Yes / No
NZMS 261 Ref	H42
Local Authority	Dunedin City Council
Crown Acquisition Map	Kemp
SO Plan	SO 1559 of November 1882 being a plan of Block II Strath Taieri SD SO 15771 approved November 1898 being a plan of land to be taken by proclamation
Relevant Gazette Notices	Document 926282/2 New Zealand Gazette 1997 page 554. Declaring land to be Crown Land.
CT Ref / Lease Ref	
Plan Index	Attached.
Legalisation Cards	SO 1559 – no card SO 15771 – attached
CLR	Not searched. Not shown on LIPS maps.
Allocation Maps (if applicable)	H42 - nothing shown.
VNZ Ref - if known	Not known.
Crown Grant Maps	Not searched.
<b>If Subject land Marginal Strip :</b>	
<b>a) Type [Sec 24(9) or Sec 58]</b>	a) Nothing found
<b>b) Date Created</b>	b)
<b>c) Plan Reference</b>	c)



<b>LAND STATUS REPORT for The Wandle</b>				LIPS Ref
Property	2	of	2	

**Research – continued**

If Crown land – Check Irrigation Maps.	H42 – Nothing in respect to subject land. H43 No map.
Mining Maps	H42 & H43 – Nothing in respect to subject land.
<p><b>If Road</b></p> <p>a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989</p> <p>b) By Proc</p> <p>c) Gazette Ref</p>	<p>a) SO Plan - Not applicable.</p> <p>b) Proc Plan</p> <p>c) Gazette Ref</p>
<p>Other Relevant Information</p> <p>a) Concessions – Advice from DOC or Knight Frank.</p> <p>b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998</p> <p>c) Mineral Ownership</p> <p>d) Other Info</p>	<p>a) No information found.</p> <p>b) Subject to Part IX of the Ngai Tahu Claims Settlement Act 1998 [Relevant Land].</p> <p>c) Either  <input type="checkbox"/> Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Purchase.  <input checked="" type="checkbox"/> Contained in CT 69/197. Section 14 was granted on 22 December 1883 under the Otago Boys and Girls High School Act 1877 and The High School Reserves Act 1880. These Acts did not reserve the minerals to the Crown. The land was taken by Proc 1478 for railway purposes. As an acquisition for a public work before the Public Works Act 1981 the minerals were not taken.</p> <p>d)</p>

THE WANDLE

Entered in the Register-book, the

Pt

NEW ZEALAND

19<sup>th</sup> day of February

Former Ref/Vol. 338 fol. 118

L. & S. Ref. No. P.328

1971 at 10.38 o'clock.

Not Registered under Land Transfer Act—Registered under Section 83, Land Act, 1948.

REGISTER

Assistant Land Registrar

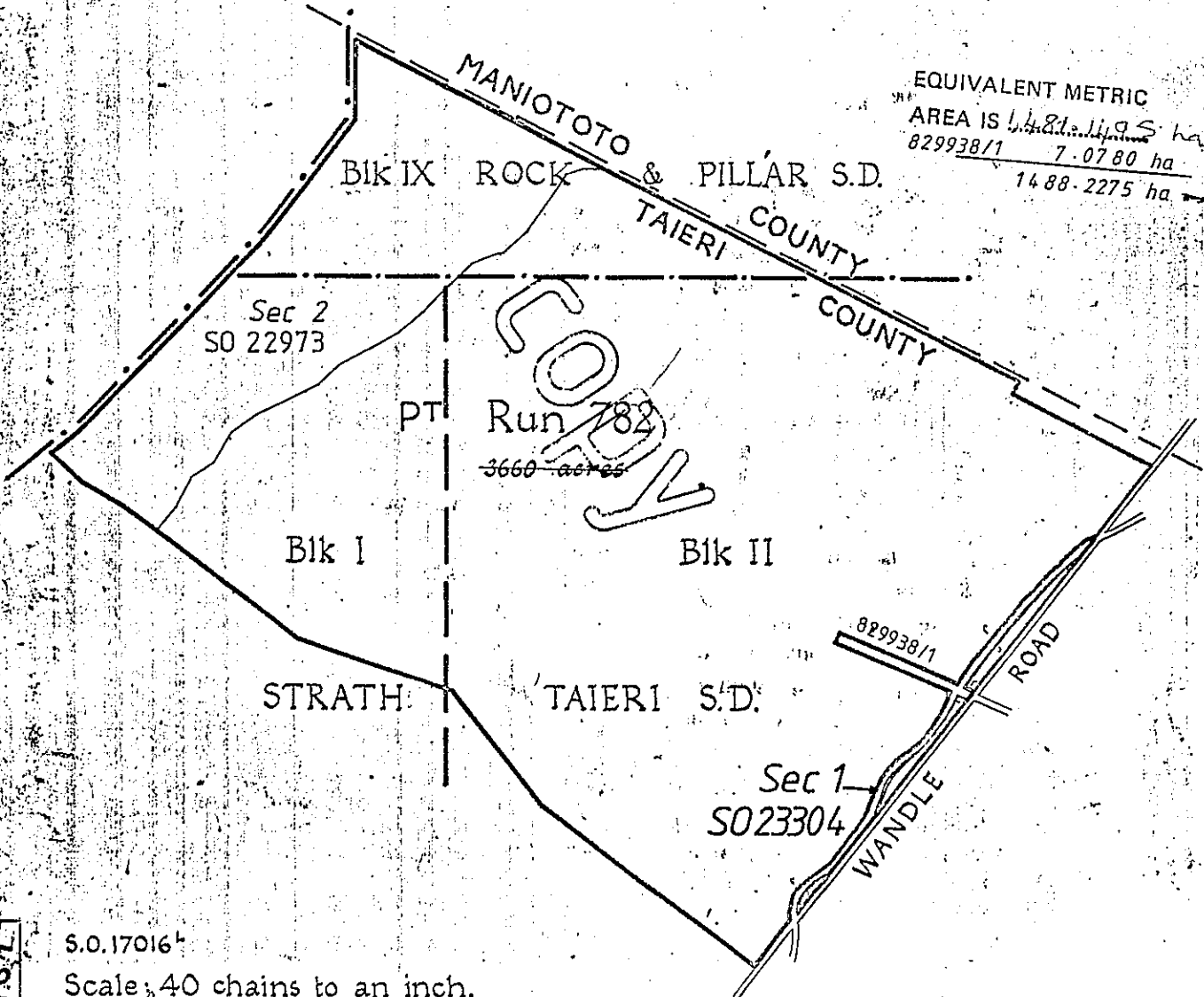
Otago.

Pastoral Lease under the Land Act 1948

This Deed, made the 1st day of July 1969 between HER MAJESTY THE QUEEN (hereinafter referred to as "the Lessor") of the one part, and THE WANDLE ESTATE LIMITED a duly incorporated company having its registered office at Dunedin

(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 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 parcel of land containing by estimation 3,660 acres more or less, situated in the Land District of Otago and being Run 782, Blocks I and II, Strath Taieri Survey District, and Block IX, Rock and Pillar Survey District

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



EQUIVALENT METRIC  
 AREA IS 1,482.1195 ha  
 829938/1 7.0780 ha  
 1488.2275 ha

S.O. 17016  
 Scale: 40 chains to an inch.

AC 1757

AC 1757

casements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of 33 years, commencing on the 1st day of July 1955, together with the period between the date of this lease and the said 1st day of July 1955, YIELDING and paying therefor unto the Department of Lands and Survey at Dunedin the annual rent of £ \$268.50 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 £ (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.

10-99

AND the Lessee doth hereby covenant with the Lessor as follows:

1. THAT without derogating from or restricting the covenants contained and implied in this lease and on the part of the Lessee to be performed or complied with the Lessee will not at any time during the said term depasture on the land hereby demised more than 1,510 sheep which number shall not include more than 540 breeding ewes nor more than 25 cows which number shall not include more than breeding cows PROVIDED HOWEVER that the Lessee may with the prior written consent of the Land Settlement Board carry such additional stock on such terms and conditions as may therein be specified subject nevertheless to the right of the Land Settlement Board to revoke or vary such consent at any time.

2. That the Lessee 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.

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

THAT pursuant to the provisions of the Noxious Animals Act 1956 officers and employecs 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 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 Service is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers, employecs and other authorised persons in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.

AND it is hereby declared and agreed that these presents are intended to take effect as a Pastoral Lease 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 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.

COPY

SCHEDULE OF IMPROVEMENTS BELONGING TO THE CROWN  
Nil

This Lease is issued pursuant to Section 93 of the Land Act 1948 on the subdivision of the land contained in Pastoral Lease No. P.90.

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 signed by the said Lessee.

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

Witness: *A.K. Kalligan*  
Occupation: *Clark Lands and Survey Dept,*  
Address: *Dunedin*

*[Signature]*  
Assistant Commissioner of Crown Lands.

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

Witness: \_\_\_\_\_  
Occupation: \_\_\_\_\_  
Address: \_\_\_\_\_

Lessee.

C.T. 40/757

366865 Transfer to James B. Matheson Limited - 19 2.1971 at 10.30 am

A.L.R.

367042 Mortgage to Clarence Henry Somerville Stevens, Alexander Ross Mackay, George Edward Waldron and to Leslie Gordon Wright and Clarence Henry Somerville Stevens (jointly inter se) and to Nancy Emmeline Alice Murray in shares produced 24.2.1971 at 2.53pm and entered 31.3.1971 at 9.24am

A.L.R.

367040 Mortgage to Gladys Tisdall and Christina Margaret Murray in shares produced 24.2.1971 at 2.50 pm and entered 31.3.1971 at 9.24am

A.L.R.

368512 Mortgage to Clarence Henry Somerville Stevens, Alexander Ross Mackay, George Edward Waldron and to Leslie Gordon Wright and Clarence Henry Somerville Stevens (jointly inter se) and to Nancy Emmeline Alice Murray in shares produced 24.2.1971 at 2.53 pm and entered 31.3.1971 at 9.24am

A.L.R.

368513 Mortgage to Gladys Tisdall and Christina Margaret Murray in shares produced 24.2.1971 at 2.50 pm and entered 31.3.1971 at 9.24am

A.L.R.

372509 Mortgage to The Perpetual Trustees Estate and Agency Company of New Zealand Limited produced 19.7.1971 at 2.58 pm

A.L.R.

341906 Electricity Agreement under Section 3 Electricity Amendment Act 1948 - 16.6.1969 at 10.24am

A.L.R.

373984 Memorandum of Priority ranking Mortgage 372509 as a first Mortgage and Mortgage 368513 as a second Mortgage - 4.8.1971 at 11.52 am

A.L.R.

426576 Agreement pursuant to Section 304 of the Soil Conservation and Rivers Control Act 1971 - 24.7.1974 at 10.55 am

A.L.R.

426960 Mortgage to The Rural Banking and Finance Corporation of New Zealand produced 1974 at 10.05 am

A.L.R.

447583 Transfer of Mortgage 372509 to The Rural Banking and Finance Corporation of New Zealand - 2.10.1975 at 9.49 am

A.L.R.

499085/2 Variation of Mortgage 426960 - 4.7.1978 at 9.49 am

A.L.R.

499085/3 Variation of Mortgage 426960 to The Rural Banking and Finance Corporation of New Zealand - 4.7.1978 at 9.49am

A.L.R.

516294/1 Variation of Mortgage 372509 - 18.5.1979 at 2.54 pm

A.L.R.

516294/4 Variation of Mortgage 426960 - 18.5.1979 at 2.54 pm

A.L.R.

516294/5 Variation of Mortgage 372509 to The Rural Banking and Finance Corporation of New Zealand - 18.5.1979 at 2.54 pm

A.L.R.

560426/3 Variation of Mortgage 426960 - 25.8.1981 at 1.40 pm

A.L.R.

589884/4 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 10.2.1983 at 1.50 pm

A.L.R.

593798 Variation of Mortgage 589884/4 - 28.4.1983 at 12.26 pm

A.L.R.

cont'd inside.....

LAND & DEEDS

Nature:	Lease P.328
Firm:	b.b.R.
	19FEB 1971
Time:	10.38
Fee: \$	2-00
Abstract No.	

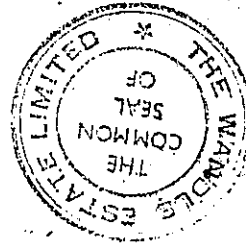
40/757  
③

THE COMMON SEAL of THE WANDLE

ESTATE LIMITED was hereto

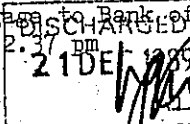
affixed in the presence of:

A. D. Hutcheon } 10.99  
J. B. Hutcheon } directed



AC/757

595805 Mortgage to Bank of New Zealand -  
1.6.1983 at 2.37 pm

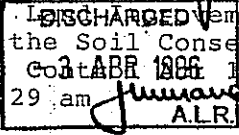


*[Signature]*  
A.L.R.

821227. Variation of Mortgage 745409/7  
- 23.12.1992 at 10.57 am

*[Signature]*  
A.L.R.

62892 Discharge of Covenants Agreement  
under the Soil Conservation and  
Rivers Control Act 1941 - 28.1.1985  
at 11 29 am



*[Signature]*  
A.L.R.

829938/1 Certificate of Alteration  
incorporating in the within lease the  
land shown marked A on SO Plan 23304  
(7.0780ha) - 18.5.1993 at 9.18 am

*[Signature]*  
A.L.R.

Part of the within land is now known as  
Section 2 SO 22973 (268.45 ha) - 27.7.1989  
at 9.40am

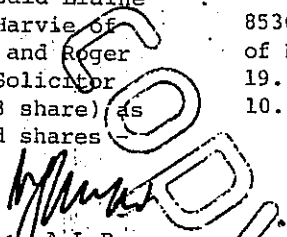
See New Appellation 734091/2

*[Signature]*  
A.L.R.

The unformed legal road incorporated  
herein and shown marked "A" on SO Plan  
23304 is now known as Section 1 SO Plan  
23304 (7.0780 ha) - 17.5.1994 at 10.29am  
See New Appellation 855829

LIPS  
14227  
*[Signature]*  
A.L.R.

745409/6 Transfer to Robert Bruce Watson  
of Edievale Farmer (as to a 1/3 share),  
Elaine Hazel Watson of Edievale Housewife  
(as to a 1/3 share) and the said Elaine  
Hazel Watson, Douglas James Harvie of  
Dunedin Chartered Accountant and Roger  
Norman Macassey of Dunedin Solicitor  
(jointly inter-se as to a 1/3 share) as  
tenants in common in the said shares -  
21.12.1989 at 10.49am



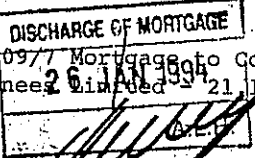
*[Signature]*  
A.L.R.

853693 Mortgage to The National Bank  
of New Zealand Limited - Produced  
19.4.1994 and Entered 17.5.1994 at  
10.30am

*[Signature]*  
A.L.R.

DISCHARGE OF MORTGAGE

745409/7 Mortgage to Gook Allan & Co  
Nominees Limited - 21.12.1989 at 10.49am



*[Signature]*  
A.L.R.

925888/2 Certificate of Alteration  
incorporating in the within lease 48.0327  
hectares being Section 1 SO 23306 with no  
alteration to the stock limitation or annual  
rent - 6.3.1997 at 9.42am

*[Signature]*  
A.L.R.

760603 Memorandum renewing the term of  
the within Lease for a further period  
of 33 years commencing on the 1st day  
of July 1988 and fixing (for the first  
11 years) the annual rent at \$2,175.00  
calculated on a rental value of  
\$145,000.00 - 9.8.1990 at 9.43am

*[Signature]*  
A.L.R.

925888/3 Surrender of part of the within lease  
(268.45ha) being Section 2 SO 22973 - 6.3.1997  
at 9.42am

*[Signature]*  
A.L.R.

798101. Gazette Notice (NZ Gazette  
23.1.1992 page 138) declaring the  
adjoining unformed legal road (7.0780ha)  
marked A on SO Plan 23304 shall be deemed  
to be Crown Land subject to the Land Act  
1948 - 14.2.1992 at 9.11 am

*[Signature]*  
A.L.R.

Issued as a Renewal of [or in Exchange] registered in Vol. - fol.

28-10-1955

**LAND & DEEDS**  
 Nature: Pastoral Lease  
 Date: 15 AUG 1955  
 Folio: 10.16  
 Abstract No. 247

Registered in the LAND REGISTRY OFFICE but not under the LAND TRANSFER ACT.

[L. and S. B. - 4]

Entered in the Register-book, Vol. 338 fol. 118

the 15 day of August

1955, at 10.16 o'clock.



338/118  
Land Registrar

**Pastoral Lease of Pastoral Land under the Land Act, No. P.90**

This Deed, made the first day of July, one thousand nine hundred and fifty-five, between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and MURDO ALEXANDER FARMER (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 7209 acres

WATERLOO

See Diagram on Separate Sheet

roods and 39 perches, a little more or less, situated in the Land District of Otago, and being Sit 213A, Strath Taieri Survey District and Sections 15 and 16 and part 14, Block II, Strath Taieri Survey District (hereinafter referred to as "the said land"), as the same are 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-five, together with the period between the date of this lease and the aforesaid first day of

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 two hundred and fifty-five pounds (£255. - -) 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 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, 1948-1950.
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, 1928.
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 where any such timber or tree is required for any agricultural, pastoral, household, roadmaking, or building purpose on the said land nor where the timber or tree has been planted by the Lessee.
11. THAT the Lessee shall not, except for the purpose of complying with any of the provisions of the Noxious Weeds Act, 1948, 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:-

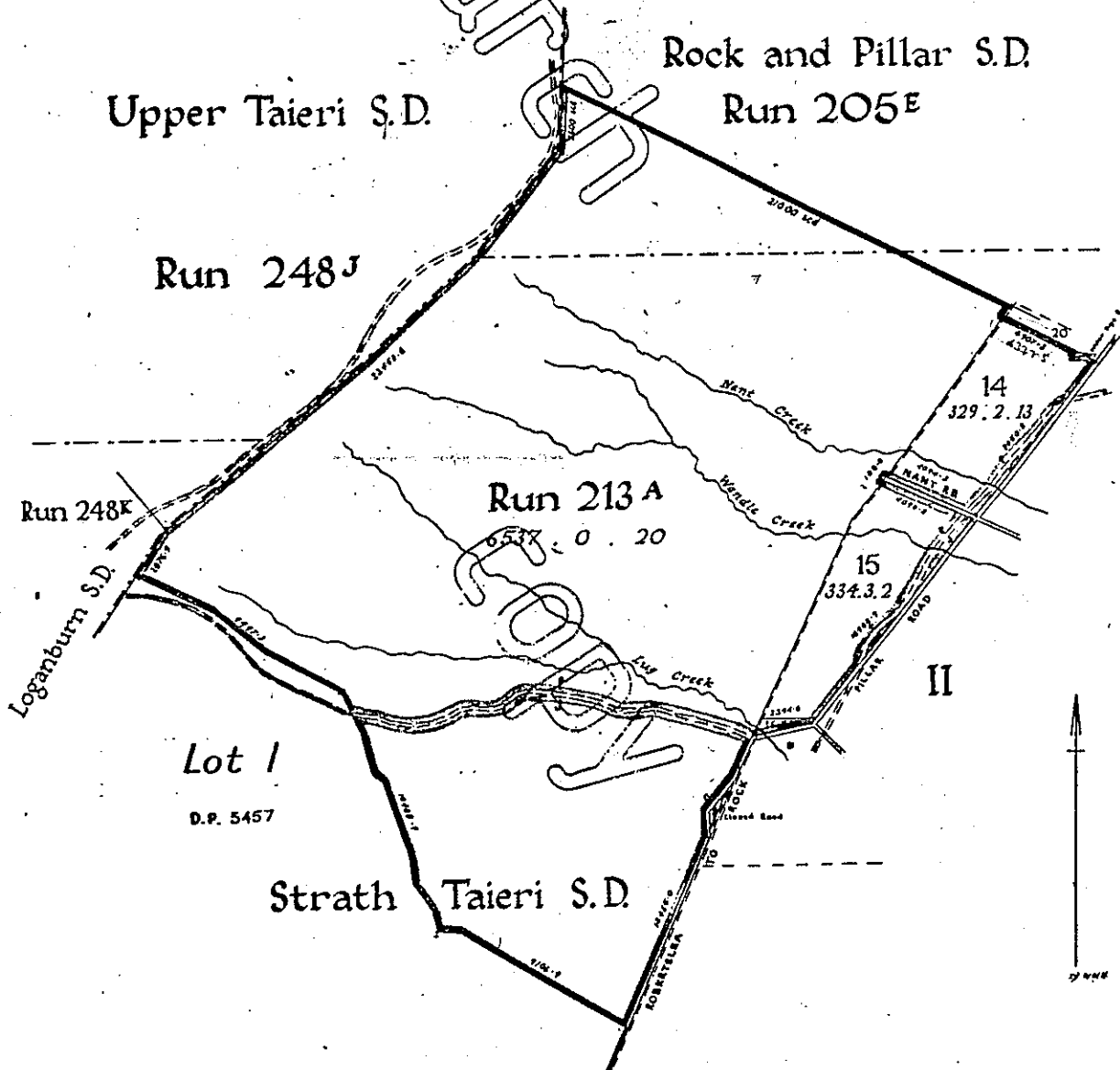
- (a) THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil.
- (b) THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1918) on or under the surface of the soil of the said land, and all such minerals are reserved to His Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the said land or any adjacent land of the Crown, subject to the payment to the Lessee of compensation for all damage done to improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals: Provided that there shall be no right of way over, or right to work, extract, or remove any mineral from, any part of the said land which is for the time being under crop or used or situated within the compass of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 feet of any building 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.
- (c) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter at the expiration of each succeeding term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 66 (3) of the Land Act, 1918, 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 survival thereof and all provisions ancillary or in relation thereto.

28.10.89 339/118

Run 213 A Strath Taieri S.D. and Secs 15,16 & Pt 14  
Blk II Strath Taieri S.D.

Scale: 40 Chains to an Inch

EQUIVALENT METRIC  
AREA IS 2917.474 ha



Lot 1  
D.P. 5457

Strath Taieri S.D.

ch. 200.

Total Area: 7209.0.39

28.10.99

- (d) THAT the Lessee shall have no right of acquiring the fee-simple of the said land.
- (e) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary,—
  - (i) Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;
  - (ii) Crop such area of the said land as is sufficient for the use of himself and family and his employees;
  - (iii) Plough and sow in grass any portion of the said land;
  - (iv) Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass;
  - (v) Surface sow in grass any portion of the said land.
 Provided that the lessee shall, on the termination of the lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clovers and grasses to the satisfaction of the Commissioner.
- (f) THAT the Lessee shall exercise due care in stocking the said land with stock, and for the purpose of this clause it is hereby mutually declared and agreed between the Land Settlement Board and the Lessee that the number of stock which shall be depastured on the said land during the winter months shall not, without the prior consent of the Commissioner, exceed the number of a count of one for a dry sheep and of one and a half for breeding ewes.
 

\*\* 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

N11

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

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

Witness: J. O. Kennedy  
 Occupation: Clerk, Lands and Survey Department  
 Address: Dunedin

J. M. Macdonald  
 Commissioner of Crown Lands.

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

Witness: W. H. Gill  
 Occupation: Field Officer  
 Address: Lands & Survey Dept., Dunedin

A. D. Matheson  
 Lessee.

2000/1/10-1/11

\*\* 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 3190 (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

A. D. Matheson  
 Lessee



CEM 338/118

Mortgage 162071 ~~Murdo Alexander Matheson~~ 338/118  
to Alexander ~~Matheson~~  
and September 1955 at 2.40% ~~with a...~~

Transmission 39054 of Mortgage 162071  
to Clive Jackson ~~Wood~~ of Dundee Company  
Managers and John ~~Wood~~ and Walter Fenon  
of Dundee Solicitors and Auctioneers. Entered  
12th February 1957 at 2.15% ~~with a...~~

X19923 Variation of the covenants of within lease produced  
10th June 1958 at 11.27% ~~with a...~~

Transfer of 208940 Murdo Alexander Matheson  
to The Dangle Estate Limited produced  
11th June 1958 at 11.45% ~~with a...~~

Mortgage of 175388 ~~to The Dangle Estate Limited~~  
to Murdo Alexander Matheson produced 11th  
June 1958 at 11.46% ~~with a...~~

316148 ~~Assignment~~ of Mortgage 175388  
to Alexander Douglas Matheson, James Bruce  
Matheson, James Noel Macahey as executors  
entered 10-7-1967 at 11.20 AM ~~with a...~~

316149 Mortgage ~~to John Robert Duncan, Mary Ellen Duncan,~~  
John Robert ~~Duncan, Mary Ellen Duncan,~~  
in shares - ~~10-7-1967 at 11.20 AM~~  
and Winifred Amy Blanchard ~~with a...~~

316150 Memorandum of Priority ranking Mortgage 316149  
as a first Mortgage and Mortgage 175388 as a second  
Mortgage - 10-7-1967 at 11.22 AM ~~with a...~~

241906 Electricity agreement pursuant to section  
of the Electricity Amendment Act 1947 entered  
5-6-1969 at 11.02 am ~~with a...~~

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. Macdonald A.L.R.

361224 The within land is now known  
as Run 782 Blocks I and II Strath  
Tairi Survey District and Block IX  
Rock and Pillar Survey District and  
Run 783 Blocks I, II and V Strath  
Tairi Survey District  
Total area 7200-0-00

40/757 issued for Run 782 Blocks I  
and II Strath Tairi Survey District.

40/758 issued for Run 783 Blocks I  
and II Strath Tairi Survey District.

~~J. H. Macdonald~~ A.L.R.  
~~J. H. Macdonald~~ A.L.R.

*Cancelled*  
*Duplicate*  
*Destroyed*