

## **Crown Pastoral Land Tenure Review**

**Lease name : WHITECOOMB**

**Lease number : PO 374**

### **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.

**April**

**07**

**DUE DILIGENCE REPORT**

**CPL PRE TENURE REVIEW ASSESSMENT STANDARD 6:**

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<b>File Ref:</b>	Po374	<b>Report No:</b>	AT1018	<b>Report Date:</b>	3 August 2001
<b>LINZ Ref:</b>	12613				
<b>Office of Agent:</b>	Alexandra	<b>LINZ Case No:</b>		<b>Date sent to LINZ:</b>	6/8/01


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**RECOMMENDATIONS**

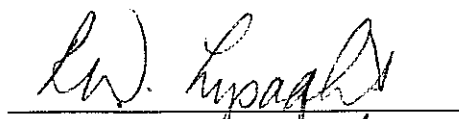
- (1) That the Commissioner of Crown Lands or his delegate **note** this Due Diligence Report which has been prepared in accordance with the Pre Tenure Review Assessment Standard;
- (2). That the Commissioner of Crown Lands or his delegate **note** the following incomplete actions which require action by the Manager Crown Property Contracts *[or other party]*;
  - (a) Special lease condition in the previous title with regard maintenance of a bridge has not been included in the current title. The condition disappeared on subdivision of the lease in 1998. Research to ensure that this clause is now dead is required.
  - (b) The Trustees of the property have changed without *(to Knight Frank's knowledge)* notification of the CCL as required by Section 91A (2) Land Act 1948.
  - (c) The adjoining Gem Lake Pastoral Lease obtains access through Whitecoomb on the formed road along the Pomahaka River. As this road diverges from the legal road an easement may be required by Gem Lake to secure their legal access. Gem Lake should be advised of the tenure review and the need for an easement.

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

  
 \_\_\_\_\_  
 T.J. Whittaker:

  
 \_\_\_\_\_  
 Manager:

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

  
 \_\_\_\_\_  
 Name:  
 Date of decision: 8/8/01

**(1) Details of lease:**

**Lease Name:** Whitecoomb

**Location:** On Aitcheson Runs Road, 50 km north of Heriot, West Otago

**Lessee:** R G Hamilton, P I Brensell, R N Maccasey

**Tenure:** Pastoral Lease

**Term:** 33 years from 1 July 1995

**Annual Rent:** \$4,050 plus GST

**Rental Value:** \$270,000

**Date of Next Review:** 1 July 2006

**Land Registry Folio Ref:** 12B/59 (Otago Registry)

**Legal Description:** Part Run 609 Blocks III, VII, XII and XIII Wart Hill Survey District

**Area:** 4,257.2929 hectares

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

<i>File Reference</i>	<i>Volume</i>	<i>First Folio</i>	<i>Date</i>	<i>Last Folio</i>	<i>Date</i>
Po374	III	282	06/04/1988	355	08/06/1999
Po374	IV	1	10/08/2000	26	14/12/ 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>
Po281	I	1	01/05/1940	168	29/10/1970
Po281	II	169	05/11/1970	281	31/03/1988

- (a) The property is subject to Part IVA of the Conservation Act 1987 with marginal strips on the Pomahaka River, Jordan Creek, North Twin Creek and South Twin Creek.

- (b) The property contains two RAP's a small portion of PNA 7 Crown Rock/Stronach Hill on the property also PNA 1 Whitecoomb-Gem Lake-Argyleburn to the north corner of the property. (*Source is Umbrella Ecological District survey report for the New Zealand Protected Natural Areas Programme by K J M Dickinson*). Issues regarding access through the property both for fishing on the Pomahaka River and by the unformed legal roads. Previous correspondence with regard to the old Roxburgh Track does not relate to this property.
- (c) The easement over the Pomahaka River was approved by the Crown however it does not form part of the lease. Thus it is not part of the review.
- (d) Special lease condition in the old lease with regard to maintenance of the bridge appears to have disappeared with the subdivision of the lease in 1998. It is understood the old bridge is no longer in existence and the new bridge is in fact owned by the lessees of Whitecoomb jointly with the lessees of Gem Lake. Although not on the lease the ownership and maintenance of this bridge may be important for public access to this area in future. The bridge and its maintenance may still be linked to the lease by the clause of the old lease document?

**(3) Summary of lease document:**

***Terms of lease:***

Lease document is the result of a subdivision in 1988 and somewhat simplified from the previous title document 451/113 we note that the covenants of the lease and the requirement for the maintenance of a bridge across the Pomahaka River has been removed from the current lease 12D/59. The new lease document has a number of covenants.

These are:

- (a) The stock limitation in the lease is 4720 sheep including not more than 2000 breeding ewes and 50 breeding cows. The prior consent of the Land Settlement Board is needed for additional stock
- (b) Lessee will farm the land in a manner to promote soil conservation and prevent erosion, comply with provisions of the Soil Conservation Rivers Control Act 1941.

That pursuant to provision of Noxious Animals Act 1956, Forest Service can control wild animals.

***Area adjustments:***

No area adjustments are noted. The title area is the same as provided for on the original subdivision.

***Registered interests:***

X12261 Electricity Agreement under Electricity Amendment Act 1948.

- 708024/5 Transfer to Prudence Irene Brensell of Moa Flat, Married Woman, Duncan Leishman Garvin of Dunedin, Managing Director and Roger Norman Macassey of Dunedin, Solicitor.
- 898486 Memorandum renewing the term of the within lease for a further period of 33 years commencing on 1 July 1995 and fixing for the first 11 years the annual rent at \$4050 calculated on a rental value of \$270,000.
- 889311/3 Mortgage to Wrightson Farmers Finance Limited.
- 952880.1 Mortgage to Rabo Wrightson Finance Limited.
- 5011884.1 Departmental dealing correcting title status from register only title exists.
- 5010888.1 Transfer to R G Hamilton, P I Brensell and R N Macassey.

*Note: The latest transfer has not been advised to Knight Frank.*

***Unregistered interests:***

None known.

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

A Soil and Water Conservation Plan was drawn up for the property but is not registered on the title and appears long since completed.

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

Status is Crown land subject to the Land Act 1948. Pursuant to Section 66 as registered under Section 83 Land Act 1948. Encumbered by electricity agreement. Minerals owned by Crown. Noted that lease 12B/60 now cancelled and destroyed.

*(This was other half of lease which has since been freeholded via tenure review).*

The bridge maintenance issue in previous lease document noted.

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

Items of note:

- The property is bounded on the top side and the south west side by unformed legal roads. The property is intersected by three other unformed legal roads. The road along the Pomahaka River maybe partly on marginal strip and partly on unformed legal road but is effectively considered a private road.
- There are no places where the boundary fence is obviously different from the legal boundary on topographical maps.

- An adjoining Gem Lake Pastoral Lease obtains practical access on the formed road along the Pomahaka River. The road to Gem Lake diverges from the legal road in places. This could create an access issue for Gem Lake, in that it does not appear to have legal access.

Gem Lake will need to be advised of the tenure review and the need for an easement, assuming they wish to legalise their access.

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

Whitecoomb is bordered to the southwest by Po124 Crown Rock, to the north west by Ps055 Argyle and to the north east by Po122 Gem Lake. The eastern side is the Pomahaka River which is subject to an existing marginal strip.

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

- (a) Special lease condition in the previous title with regard maintenance of a bridge have not been included in the current title. The condition disappeared on subdivision of the lease in 1998. Research to ensure that this clause is now dead is required.
- (b) The Trustees of the property have changed without *(to Knight Frank's knowledge)* notification of the CCL as required by Section 91A (2) Land Act 1948.
- (c) The adjoining Gem Lake Pastoral Lease obtains access on the formed road along the Pomahaka River. As this road diverges from the legal road an easement may be required by Gem Lake to secure their legal access. Gem Lake should be advised of the tenure review and the need for an easement.

**ATTACHMENTS:**

- (A) Land Status Report.
- (B) Recent copy of lease document.

**KNIGHT FRANK (NZ) LIMITED**

This report has been prepared on the instruction of Land Information New Zealand in terms of the contract number 50240 dated 1 November 2000 and is undertaken for the purposes of the Crown Pastoral Lands Act 1998.

<b>LAND STATUS REPORT WHITECOOMB</b>				[LIPS ref.12613]
<b>Property</b>	<b>1</b>	<b>of</b>	<b>1</b>	

<b>Land District</b>	Otago
<b>Legal Description</b>	Part Run 609, Blocks II, VII, VIII, XII and XIII, Wart Hill Survey District
<b>Area</b>	4257.2929 ha
<b>Status</b>	Crown Land subject to the Land Act 1948
<b>Instrument of title / lease</b>	All CL 12B/59 pursuant to section 66 as registered under section 83 Land Act 1948.
<b>Encumbrances</b>	X12261 Electricity Agreement under the Electricity Amendment Act 1948
<b>Mineral Ownership</b>	Minerals remain with the Crown as the land has never been alienated since its acquisition for settlement purposes from the former Maori owners under the Kemp Purchase 1848 and or its acquisition as Crown Land subject to the Land Act 1948.
<b>Statute</b>	Land Act 1948 and Pastoral Lands Act 1998

<b>Data Correct as at</b>	28 February 2001
<b>[Certification Attached]</b>	Yes

<b>Prepared by</b>	Murray Bradley <i>M Bradley</i>
<b>Crown Accredited Agent</b>	<b>Knight Frank (NZ) Limited</b> 7/3/01

<b>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</b>	Nil
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<b>LAND STATUS REPORT WHITECOOMB</b>				[LIPS ref.12613]
<b>Property</b>	<b>1</b>	<b>of</b>	<b>1</b>	

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

<b>Property</b>	<b>1</b>	<b>of</b>	<b>1</b>	
SDI Print Obtained				Yes
NZMS 261 Ref				F43, F44, G43 and G44
Local Authority				Clutha District Council
Crown Acquisition Map				Kemp Purchase
SO Plan				SO 2020 (1926) SO 2021 (1926)
Relevant Gazette Notices				N/A
CT Ref / Lease Ref				All CL 12B/59
Legalisation Cards				Cards searched
CLR				P 281 issued 1 <sup>st</sup> July 1962 1962, term 33 years renewed from 1 <sup>st</sup> July 1995, term 33 years
Allocation Maps (if applicable)				N/A
VNZ Ref - if known				All Part assessment 28608 25200
Crown Grant Maps				Searched - (not dated)
If Subject land Marginal Strip:				
a) Type [Sec 24(9) or Sec 58]				a) Sec 24 (9)
b) Date Created				b) 2 <sup>nd</sup> February 1994
c) Plan Reference				c) SO 2020 and 2021



**KNIGHT FRANK (NZ) LIMITED**

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<b>LAND STATUS REPORT WHITECOOMB</b>				<i>[LIPS ref.12613]</i>
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<b>Encumbrances</b>	X12261 Electricity Agreement under the Electricity Amendment Act 1948
<b>Statute</b>	Land Act 1948 and Pastoral Lands Act 1998

<b>Data Correct as at</b>	28 February 2001
<b>[Certification Attached]</b>	Yes

<b>Prepared by</b>	Murray Bradley	<i>[Signature]</i>
<b>Crown Accredited Agent</b>	<b>Knight Frank (NZ) Limited</b>	<i>28/2/01</i>

**Certification:**

Pursuant to section 11(1)(I) of the Survey Act 1986 and acting under the 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 subject to the Land Act 1948.

*[Signature]*  
**Max Warburton, Chief Surveyor**  
**Land Information New Zealand, Dunedin.**

614 /2001

<b>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</b>	Nil
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<b>LAND STATUS REPORT WHITECOOMB</b>				[LIPS ref.12613]
<b>Property</b>	<b>1</b>	<b>of</b>	<b>1</b>	

**Research – continued**

<b>Property</b>	<b>1</b>	<b>of</b>	<b>1</b>	
<b>If Crown land - Check Irrigation Maps.</b>				N/A
<b>Mining Maps</b>				N/A
<b>If Road</b>				
a) Is it created on a Block Plan - Section 43(1)(d) Transit NZ Act 1989				a) SO Plan - N/A
b) By Proc				b) Proc Plan - N/A c) Gazette Ref - N/A
<b>Other Relevant Information</b>				
a) Concessions - Advice from DOC or Knight Frank.				a) Crown Lease 12B/60 (Otago) was surrendered (doc 2010731.4) 18 October 2000. The lease is now marked cancelled and duplicate destroyed. Land Information New Zealand advise that as the land is of Crown Land status no subsequent reference is available. I take this to mean that only as there is currently no active registered lease for sections 1 - 3 SO 24902 that no cross referencing has occurred.  It has been noted, from the files, that the maintenance of the sheep-bridge over the Pomahaka River had been the source of much discussion and debate. Clause 7 on Crown Lease 337/179 stated that "the lessee of Run 608 shall maintain the sheep-bridge .....to the satisfaction of the Commissioner of Crown Lands... ..". This clause was brought forward to lease 451/113 (A2/1302) but was not written into Crown Lease 12B/59.
b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998.				b) Subject to Part 9 of the Ngai Tahu Claims Settlement Act 1998
c) Mineral Ownership				c) 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 Kemp Deed of Purchase 1848. The land has been, and is currently, leased from the Crown. Contained in : CL 337/179 commenced 1 March 1942 for a term of 20 years. A2/1302 (451/113) commenced from 1 July 1962 for a term of 33 years 12B/59 issued 11 July 1988 commencing 1 July 1962 for a term of 33 years No restrictions were placed on the minerals in the above leases.
<b>Other Info</b>				d) N/A



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



Search Copy

*R. W. Muir*  
Registrar-General  
of Land

Identifier **OT12B/59**  
Land Registration District **Otago**  
Date Registered 11 July 1988 09:39

**Prior References**

OT451/113                      OTA2/1302

<p>Type                      Lease under s83 Land Act 1948 Area                      4257.2929 hectares more or less</p>	<p>Term</p>	<p>33 years commencing on the 1st day of July 1962 and renewed for a further 33 years commencing on the 1.7.1995</p>
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**Legal Description** Part Run 609

**Proprietors**

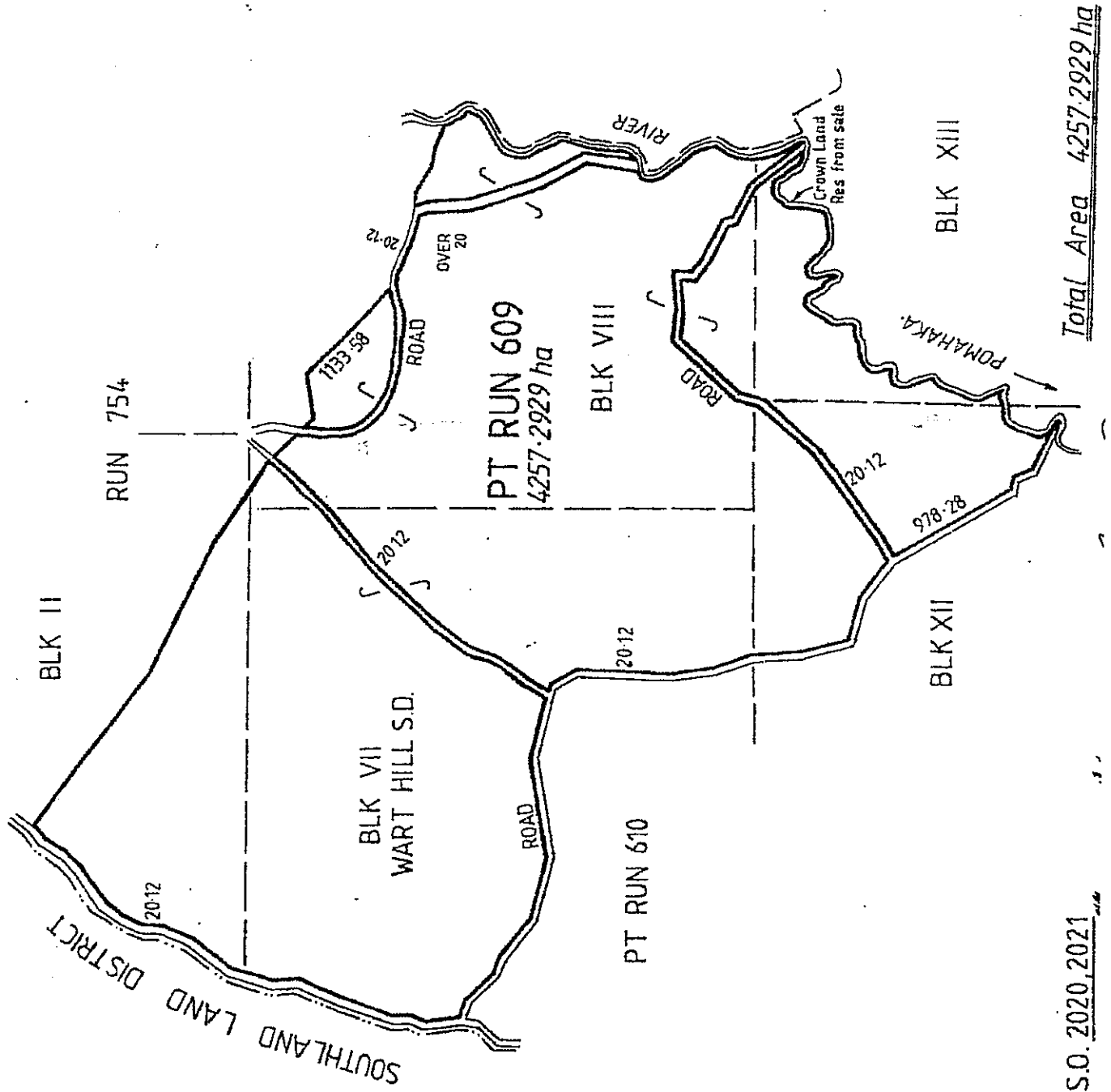
Russell Graeme Hamilton, Prudence Irene Brensell and Roger Norman Macassey

**Interests**

- X12261 Electricity Agreement pursuant to Electricity Amendment Act 1948 - 6.10.1949 at 2.45 pm
- 889311.3 Mortgage to Wrightson Farmers Finance Limited - 18.8.1995 at 9.31 am
- 898486 Memorandum renewing the term of the within lease for a further period of 33 years commencing on the 1.7.1995 and fixing (for the first 11 years) the annual rent at \$4050.00 calculated on a rental value of \$270,000.00 - 20.12.1995 at 11.36 am
- 952880.1 Mortgage to Rabo Wrightson Finance Limited - 14.8.1998 at 2.54 pm

Identifier

OT12B/59



S.O. 2020, 2021



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



Historical Search Copy

R.W. Muir  
Registrar-General  
of Land

Identifier **OT12B/59**  
Land Registration District **Otago**  
Date Registered 11 July 1988 09:39

**Prior References**

OT451/113                      OTA2/1302

Type	Lease under s83 Land Act 1948	
Area	4257.2929 hectares more or less	Term                      33 years commencing on the 1st day of July 1962 and renewed for a further 33 years commencing on the 1.7.1995

**Legal Description** Part Run 609

**Original Proprietors**

Prudence Irene Brensell, Duncan Leishman Garvan and Roger Norman Macassey

**Interests**

- X12261 Electricity Agreement pursuant to Electricity Amendment Act 1948 - 6.10.1949 at 2.45 pm
- 889311.3 Mortgage to Wrightson Farmers Finance Limited - 18.8.1995 at 9.31 am
- 898486 Memorandum renewing the term of the within lease for a further period of 33 years commencing on the 1.7.1995 and fixing (for the first 11 years) the annual rent at \$4050.00 calculated on a rental value of \$270,000.00 - 20.12.1995 at 11.36 am
- 952880.1 Mortgage to Rabo Wrightson Finance Limited - 14.8.1998 at 2.54 pm
- 5011884.1 Departmental Dealing correcting the title status from Register Only to Duplicate Exists - 20.10.2000 at 1:30 pm
- 5010888.1 Transfer to Russell Graeme Hamilton, Prudence Irene Brensell and Roger Norman Macassey - 20.10.2000 at 2:33 pm

L. & S.—B. 4

A2/1902

NEW ZEALAND 95

Entered in the Register-book, the

Form Ref. Vol. Pt (45) (113)

11th day of July

L. & S. Ref. No. P 374

19 88, at 9.39 o'clock.

REGISTERED IN THE LAND REGISTER OFFICE BUT NOT UNDER TRANSFER ACT.



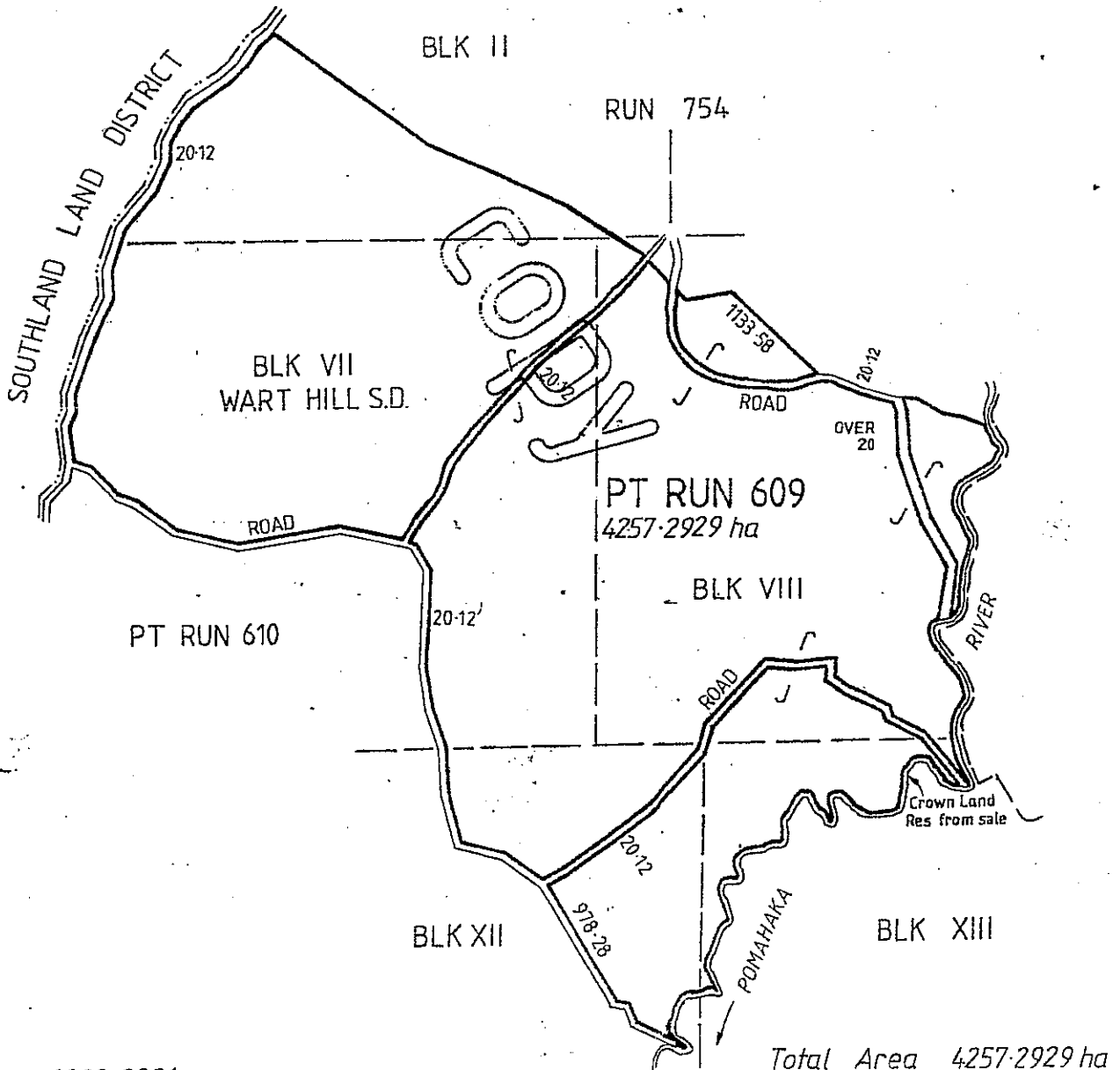
No. 128/59

Pastoral Lease under the Land Act 1948

issued pursuant to Section 93 of the Land Act 1948 on the subdivision of the land contained in Pastoral Lease P 281

This Deed, made the 1st day of May 19 88 between HER MAJESTY THE QUEEN (hereinafter referred to as "the Lessor") of the one part, and WILLIAM ROBERT GIBSON of Moa Flat, Farmer (1/2 share) The Trustees Executors and Agency Company of New Zealand Limited a Company incorporated under the Joint Stock Companies Act 1860, having its registered office in Dunedin and PHYLLIS LAURA JANE GIBSON of Moa Flat (1/2 share) as tenants in common in the said shares (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 4257.2929 hectares more or less, situated in the Land District of OTAGO, and being Part Run 609 Wart Hill Survey District

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



Total Area 4257.2929 ha

S.O. 2020, 2021

No. 128/59

Handwritten signatures and initials at the bottom of the page.

25-7-95

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, GARRY RAYMOND PATRICK of Dunedin, Property Officer

HEREBY CERTIFY -

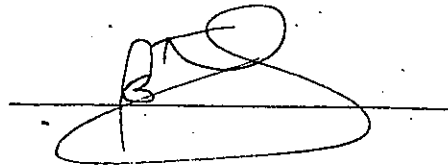
1. THAT by Deed dated the 12th day of June 1987 copies of which are deposited in the Land Registry Offices at -

- 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 H734117
- 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 269962.1
- 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 Property Officer 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 23<sup>rd</sup> day of June  
1988



REGISTER

SIGNED for and on behalf of

residue of the term of

easements, 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 19 62, together with a period between the date of this lease and the aforesaid 1st day of July 19 62, YIELDING and paying therefor for the first 11 years of the said term unto the Department of Land and Survey at Corporation Limited at Dunedin the annual rent of \$425.00 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 during the said period of 11 years, and for the next two successive periods of 11 years of the said term, rent determined in respect of each of those periods in the manner provided in Section 66 (4A) of the Land Act 1948. AND also paying in respect of the improvements specified in the Schedule hereto the sum of \$ on the 1st day of January and the 1st day of July in each and every year.

EXP 1945

REGISTER

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 4720 sheep which number shall not include more than 2000 breeding ewes nor more than cattle which number shall not include more than 50 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 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 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, employees, 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.

THE Trustees Executors and Agency Company of New Zealand Limited and Phyllis Laura Jane Gibson execute this Pastoral Lease in their capacity as Trustees of the W.R. Gibson Family Trust; their liability shall not be personal hereunder but shall be limited to the assets of the said W.R. Gibson Family Trust for the time being under their control.

SCHEDULE OF IMPROVEMENTS BELONGING TO THE CROWN

NIL

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:
Occupation:
Address:

Commissioner of Crown Lands.

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

Witness:
Occupation:
Address:

Lessee.



25-7-95

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 GARRY RAYMOND PATRICK in )  
the presence of: )

**REGISTER**  
LAND CORPORATION LIMITED  
by its Attorney

*[Handwritten signature]*

Witness: *[Handwritten signature]*  
Occupation: Property Officer  
Address: Dunedin

SIGNED by the said WILLIAM ROBERT )  
GIBSON in the presence of: )

*[Handwritten signature: W.R. Gibson]*  
W R Gibson

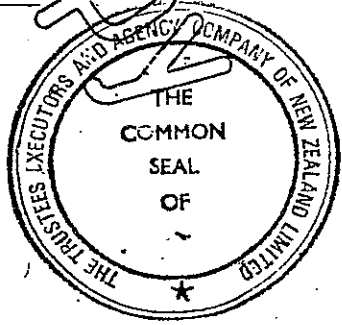
Witness: *[Handwritten signature]*  
Occupation: *[Handwritten signature]*  
Address: *[Handwritten signature]*

SIGNED by the said PHYLLIS LAURA )  
JANE GIBSON in the presence of: )

*[Handwritten signature: P. Gibson]*  
P L J Gibson

Witness: *[Handwritten signature]*  
Occupation: *[Handwritten signature]*  
Address: *[Handwritten signature]*

THE COMMON SEAL of )  
THE TRUSTEES EXECUTORS AND AGENCY )  
COMPANY OF NEW ZEALAND LIMITED )  
was hereunto affixed in the )  
presence of:- )



*[Handwritten signature]* SECRETARY  
*[Handwritten signature]* AUTHORISED SIGNATORY

25-7-95

Interests at Date of Issue

X 12261 Electricity Agreement under the Electricity Amendment Act 1948 - 6.10.1948 at 1:45 pm

311593 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 8.3.1967 at 2.59 pm (file times subsequently)

DISCHARGED  
27 JUL 1988  
A.L.R.

450955 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 28.11.1975 at 2.04 pm

DISCHARGED  
27 JUL 1988  
A.L.R.

517342/1 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 11.6.1979 at 12.10 pm

DISCHARGED  
27 JUL 1988  
A.L.R.

A.L.R.

708024/5 Transfer to Prudence Irene Brensell of Moa Flat, Married Woman, Duncan Leishman Garvan of Dunedin, Managing Director and Roger Norman Macassey of Dunedin, Solicitor - 27.7.1988 at 11.04am

712533 Mortgage to Wrightson Farmers Finance Limited - 28.9.1988 at 2.45 pm

DISCHARGED  
24 SEP 1988  
A.L.R.

A.L.R.

752724/5 Mortgage to Wrightson Farmers Finance Limited - 24.4.1990 at 10.04am

A.L.R.

811149/7 Mortgage to Wrightson Farmers Finance Limited - 3.8.1992 at 10.09am

A.L.R.

885113 Variation of Mortgage 811149/7 - 26.6.1995 at 10.03 am

A.L.R.

42/1302

5.59 11 JUL 88

PARTICULARS ENTERED IN REGISTER  
LAND REGISTER