

Crown Pastoral Land Tenure Review

Lease name : MESOPOTAMIA

Lease number : PT 057

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.

September

05

DUE DILIGENCE REPORT

CPL PRE TENURE REVIEW ASSESSMENT STANDARD 6:

File Ref: Pt057 Report No: AT1015 Report Date: 26 April 2001

LINZ Ref: CON/50240/09/12695/A-ZNO

Office of Agent: Alexandra LINZ Case No: TR01/176 Date sent to LINZ: 27/4/01

RECOMMENDATIONS:

- (1) That the Commissioner of Crown Lands or his delegate **note** this Due Diligence Report for Pt057 Mesopotamia Pastoral Lease, 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 others*):
 - 2.1 There are anomalies as outlined in the status report and Sections 5 and 8 of this report relating to RS40594 and part RS40593, the diagram associated with these RS areas, issues relating to P/S 534958/2 relating to Section 1 and Section 17, SO 19630, as well as the description of the lease area.
 - 2.2 It appears that legal public access was to be provided from Rangitata Gorge Road to Doctor Sinclair's grave, via the pastoral lease. This has not been registered.
 - 2.3 Currently there is no provision for public access via The Growler Stream to the northwest boundary of the pastoral lease (*this issue may be resolved depending on the outcome of 2.1 above*). This access was proposed at lease renewal.
 - 2.4 Legal public access was proposed along the track from Forest Creek over the Bullock Bow Saddle to Bush Stream. This access does not appear to have been created.

Signed by Knight Frank (NZ) Limited:

G W Heward

G W Heward: 26 April 2001

Janneth R Toyle

Manager:

Approved/Declined (pursuant to a delegation from the Commissioner of Crown Lands) by: ^{AS TO RECOMMENDATIONS (1) & (2.1) DECLINED AS TO RECOMMENDATIONS 2.2, 2.3 & 2.4}

M Todd

Name: MICHAEL JOHN TODD

Date of decision: 7/5/2001

(1) Details of lease:

Lease Name: Mesopotamia

Location: On the eastern side of the Two Thumb Range adjacent to the Rangitata River where the eastern boundary and accessible via Rangitata Gorge Road approximately 96 kms from Timaru.

Lessee: Mesopotamia Station Limited

Tenure: Pastoral lease

Term: 33 years from 1 July 1988 to 30 June 2021

Annual Rent: \$15,750 (*plus GST*)

Rental Value: \$700,000

Date of Next Review: 1 July 2010

Land Registry Folio Ref: 529/57 (*Canterbury Registry*)

Legal Description: Part Runs 110A and 110B 'Mesopotamia' situated in Torlesse, Godley, Sinclair and Fox Survey Districts and Run 110C situated in Block IX, X, XIII and XIV Sinclair Survey District and Reserve 1576 and part Reserve 1575.

Area: 26115.0886 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>
Pt057	10	Contains plans and maps only.			
Pt057	11	1	6/9/1932	206	15/5/1970
Pt057	12	338	6/8/1973	449	18/12/1974
Pt057	13	608	3/6/1977	704	29/9/1981
Pt057	14	705	2/10/1981	813	14/11/1985
Pt057	15	814	18/11/1985	885	26/4/1990

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>
Pt057 – SCH – 01	1	1	2/10/1895	90	1/9/1932
Pt057 – SCH – 02	2	14	3/5/1924	379	5/10/1988
Pt057 – SCH – 03	3	207	11/6/1970	337.1	31/7/1973
Pt057 – SCH – 04	4	450	22/11/1974	607	2/6/1977
Pt057 – SCH – 05	5	1	1975/76	104	13/3/1984
Pt057 – SCH – 06	6	1	30/4/1990	68	22/6/2000
CON/50213/09/12695/A-ZNO	7	1	1/7/2000	31	6/10/2000
LANDS/11/4/23-LNO	8	1	15/7/1991	-	-
5200/D13/M03-1-DNO	9	1	30/9/1996	-	-
P57A Maps and Plans	10	-	-	-	-

The above files provide a continuous record from October 1895 until October 2000. The record is however confusing, due to several factors including individual files which cover the same periods of time or overlap; folios within individual files which are outside the time-span described on the cover of the file. It appears that some volumes have been made up of assorted folios and that probably two separate sets of files have been maintained in different locations. The separate sets of files are not always contiguous in terms of time sequence, however, as already stated, together the files cover the whole time period. We believe that no relevant information has been missed.

Historical details:

Prior to Mesopotamia being classified as pastoral lease, the property was held as Pastoral Licence PR306. At the time of pastoral lease issue on 1 March 1955, Malcolm Velvin Prouting held the licence, which then became Pastoral Lease P57.

The pastoral lease originally extended from Forest Creek in the south up to the Forbes River and Forbes Glacier in the north and was bounded by the Two Thumb Range to the west. The pastoral lease comprised mostly high altitude summer country, but this was balanced by 11216 ha of University Endowment land (*RS1576 and part RS1575*) which comprised all the faces overlooking the Rangitata River from Alma Stream in the north, to Bush Creek in the south. Extensive areas of flatter land north of Bush Stream Fan, around the Mesopotamia homestead and extending right down to Forest Creek were also part of this University Endowment land held by Lincoln College. Over a period of years, most of the University Endowment land was incorporated into the pastoral lease, along with 408 ha of former State Forest land located within the lower reaches of the Bush Creek catchment.

3327 ha of pastoral lease land comprising the northern section of the pastoral lease from Little Spur (*which is immediately north of Camp Creek to the Forbes River*), was surrendered from the pastoral lease. A further area on the western boundary comprising 6525 ha located within the upper reaches of Camp Creek, The Growler Stream, Alma Stream and Black Birch Creek, was also later surrendered to the Crown.

Approximately 840 ha of freehold land within the pastoral lease boundary, are held by the lessee of Mesopotamia comprising down country, flats and the buildings of Mesopotamia Station.

(3) Summary of lease document:

Terms of lease:

The commencement date of the pastoral lease on Crown files is in agreement with the lease document CL 529/57 Canterbury Registry. The lease was issued on 1 March 1955, pursuant to Sections 66 as registered under Section 83 Land Act 1948. The term of the lease was for 33 years commencing on 1 July 1955 but also including the period 1 March 1955 until 1 July 1955.

The commencement date, area, legal description etc are all consistent with the action sheet dated 25 February 1955 folio 152.

The lease conditions appear standard but with the following clauses added:

- In a paragraph immediate after Clause 12 the lease states:

Pursuant to Section 58 of the Land Act 1948 a strip of land one chain in width along the banks of all streams and rivers is excluded from the within lease.

- Clause (h) states:

THAT the Lessee shall exercise due care in stocking the said land and shall not over stock; and for the purpose of this clause 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 8800 during the months of December, January, February, March and April save that the Lessee may increase this number to 15400 sheep for a period of 6 weeks only during the months of March and April (being an increase of 10% 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 of sheep should he deem it expedient or advisable to do so. Any permission so granted shall be subject to review or amendment by the Commissioner at any time and in particular in the event of a transfer and, further, any such variation consented to by the Commissioner shall not affect the rent payable hereunder.

A discrepancy has been noted between the stock limit details in the pastoral lease and those contained within the action sheet. The pastoral lease document specifies that 15400 sheep can be carried for a period of 6 weeks within the months of March and April, however the action sheet allows for 15400 sheep to be carried only during the month of March. Furthermore a letter dated 16 December 1954 (*folio 147*) from the Commissioner of Crown Lands to the lessee indicates that the 15400 sheep are to be run during the month of April only.

Variations and renewals of lease are itemised and summarised as follows:

- 431603 Variation of the terms of the within lease produced 16 January 1956. This Variation preceded the transfer of the pastoral lease from Malcolm Velvin Prouting to Proutings Mesopotamia Limited a company having its registered office at Ashburton produced 31 January 1956. (*This variation establishes provisions that in the event of transfer of the pastoral lease to a company, Land Act Section 89 applies to all transfers etc of shares; residency requirements will still apply in terms of appointment of a manager on behalf of the company. Powers of the lessor are defined in the event of breaches*).
- 821409/1 Variation of the within lease extending the term for 33 years commencing on 1 July 1988 and varying the terms therein – 15 August 1989.
- 901837/3 Change of name of the above proprietor to Mesopotamia Station Limited – 11 October 1990.

Area adjustments:

Major discrepancies and anomalies have been identified in relation to the area of the pastoral lease and these two details are dealt with in Section 5 *Summary of Land Status Report*. As a result the area shown on the lease document does not agree with the file record.

Registered interests:

- A171595/2 Mortgage to the National Bank of New Zealand Limited – 8 May 1995.
- 794106 Land Improvement Agreement under Section 30 of the Soil Conservation and Rivers Control Act 1941 – 23 April 1970. *This Land Improvements Agreement binds the company Proutings Mesopotamia Limited and its successors in title to perform and observe the terms and conditions of this agreement which is still currently operative. The owner is bound to; maintain in good condition to the satisfaction of the Board, the works and areas affected by the conservation plan, supply all necessary information and data to the Board to enable it to compile grazing and production records of the said land as a means of evaluating the benefit derived from the Conservation Plan, allow agents of the Board to inspect and observe the works and results of the works which have been carried out under the Conservation Plan. Default in the observance or performance of any covenant of the agreement by the owner could result in his liability to refund any subsidy monies expended by the Board. It does not appear the Commissioner of Crown Lands has any liability under this Land Improvement Agreement.*

Unregistered interests:

A recreation permit has been issued to Station Air Limited (*a company wholly owned by Mr L B Prouting, of Mesopotamia Station Limited*) for a term of 9½ years commencing 1 July 1996. This permit is described as RPt72, with the activity being – *safari guiding and helicopter operation*. The extent of the recreation permit encompasses the whole of the Mesopotamia Pastoral Lease.

Subject to Part 9 of the Ngai Tahu Claims Settlement Act 1998. Schedule 55 – Statutory acknowledgement for Rangitata River.

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

The Land Improvement Agreement 794106 which was agreed to between the South Canterbury Catchment Board and Proutings Mesopotamia Limited on 8 April 1970 involved the following total works:

4407 acres oversowing and topdressing.
1143 chains fencing (*materials only*).
920 chains internal cattle-proofing.
270 chains river boundary C.P.
193 chains windbreak planting.
800 chains upgrading fence.
260 acres initial cultivation.
55 chains drainage etc.

Conservation practices to follow the “Work” included modifications in management as outlined below:

- Blocks A, G and I containing 42023 acres were not to be grazed with sheep but by cattle only at a rate agreeable between the lessee, lessor and the Board.
- The destocking as outlined above to be effective when alternative grazing was provided as planned.
- Grazing of sheep on blocks A, G and I may be permitted by the Board after consultation with the lessors, in the event of an emergency such as an extreme drought.
- Increased cattle numbers (*up to 1100 head*) were to be allowable by 1975, in an effort to intensively control rank growth and obviate the need for burning vegetation.

An annual report based on an inspection completed on 28 November 1978, records that the first 5 year programme of the Conservation Plan as outlined above was completed in 1976.

This programme is registered against the lease (794106).

(5) Summary of Land Status Report:

The Land Status Report for the Mesopotamia Pastoral Lease was certified by the Chief Surveyor on 5 April 2001. Encumbrances over this land were noted as being firstly, 794106 – Land Improvement Agreement under Section 30 Soil Conservation and Rivers Control Act 1941 and secondly - that subject to Section 24 Conservation Act 1987 upon disposition.

Attached to the Land Status Report is a note indicating that some errors have been identified in two Certificates of Alteration, the schedule of land in the lease and associated Cadastral diagrams. The report however states that this information does not affect the status of the land but was identified as possibly requiring further investigation at the Due Diligence stage. The information concerned is included as follows:

- *Files reveal that the area 26115.0886 ha was agreed to as at August 1985 recognising that two documents contain errors. Certificate of Alteration 534958/1 – the Certificate (area to be incorporated) and schedule (land now in lease) both omit RS40594 and part RS40593. Errors in the diagram include the title omitting RS40594 and part RS4059, with part RS40593 not being shown and no label for RS40594. (This is presuming that RS40594 and part RS40593 were intended to be incorporated as they were Crown land and are included within the bold black line on the diagram). T/S534958/2 – Schedule “Part Run 110B” and “Torlesse” and “Godley” Survey District should not be included. The diagram on CL 529/57 has not been amended following the survey (SO 19630) but the Change of Appellation has been memorialised on the lease document, A255282/1. It appears that the intent of Section 17 was to confirm the boundary of the land being surrendered as in C/A524958/2. Section 1, SO 19630 is completely out of lease document 529/57, while parts of Section 17, SO 19630 (areas 175.0 and 170 ha) remain as they were, not in their surrendered area.*

Note: The status report notes continue on to elaborate and expand on further errors etc. The status report and a copy of the notes are appended to this Due Diligence Report.

The Land Status Report also notes that Gazette Notice 1951 Page 119 gives authority to M V Prouting to use water from Scour Creek for the purpose of generating electricity. *Having perused the files, folio 134 of Mesopotamia Volume 6, August 1973 to 9 December 1974, contains a copy of an extract from New Zealand Gazette No 5 Page 119, 1951 authorising Malcolm Velvin Prouting of Peel Forest RD sheep farmer to use water for the purpose of generating electricity. Section 5 of the conditions pertains to the “duration of licence” and underneath it is stated that this licence, unless sooner lawfully determined, shall continue in force until 31st day of March 1971 or until electrical energy is available from an electric power board or other public source of supply, which ever is the earlier. It is therefore concluded that no right currently exists under this Gazette Notice, to use water for the purpose of generating electricity.*

Further issues dealt with in the Land Status Report include:

- The issue of a recreation permit to Station Air Limited for a term of 9 ½ years commencing 1 July 1996.

- Subject to Part 9 of the Ngai Tahu Claims Settlement Act 1998 Schedule 55 - Statutory acknowledgement for Rangitata River.
- A general statement about mines and minerals being owned by the Crown because the land has never been alienated.

An anomaly has been identified in the Status Check map and is described in Section 6 below.

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

Land Status Report maps:

The Land Status Report comes with three coloured 1:50000 topographical maps over which the Cadastral details are overlaid. There is a discrepancy in the boundary as outlined on the northern most sheet and the sheet immediately to the south. This discrepancy lies in the area where the western boundary of the pastoral lease proceeds south of Black Birch Creek. There is some overlap between the two maps and within the overlap area the boundary line differs between the two maps.

Telecommunications facilities:

We are not aware of any telecommunication facilities or other sites present on the pastoral lease.

Historic places:

We are not aware of any historic places within the pastoral lease area, however, the site of Doctor Sinclair's grave is located approximately 2 kms northeast of the Mesopotamia homestead. The status check maps shows a formed access to this site however this is not shown as a legal access. It is understood that there has been some public expectation that legal access would be provided to this site. In a report received 14 March 1986 titled *Preliminary Report on Variations to Pastoral Lease at Renewal* it is stated within some hand-written notes that "access may be needed to Sinclair's grave". This report was completed by the Senior Field Officer and Reserves Ranger, Timaru and dated 11 March 1986. An historic site lies within the freehold surrounding the Mesopotamia homestead and there is legal access to the boundary of this freehold via the Rangitata Gorge Road.

Access to conservation areas:

A "Preliminary Report on Variations to Pastoral Lease at Renewal" prepared 11 March 1986 by the Senior Field Office and Reserves Ranger, Timaru states in a section relating to access that: *If Section 58 strips are not applicable in The Growler, Alma, Black Birch Streams and Upper Bush Stream, legal access to the retired land is desirable. Section 58 should be laid off up Forest Creek, Rangitata and any other appropriate streams.*

It appears that the recommendations in this report have been actioned, apart from along The Growler watercourse. There is a marginal strip laid off for most of The Growler watercourse however it stops approximately 1 km from the current legal boundary. This may have been intentional because one of the anomalies identified in the status report in relation to the pastoral lease area, involves the actual line of the western boundary in the vicinity of The Growler. It is suspected that the original intention was that the legal boundary on the western side of the property would be approximately 1 km further down The Growler catchment, which would then connect with the marginal strip from that point down to the mouth of The Growler Stream. If this is the case and this issue is resolved in that way then no change will be needed to marginal strip however if the western pastoral lease boundary remains as it is then it is suggested that some consideration be given to extending the marginal strip up The Growler to meet with the western boundary of the pastoral lease.

Formed and paper legal roads:

The status report map indicates that the Rangitata Gorge Road is formed and legal up to the Mesopotamia homestead freehold. At this point the legal line proceeds in a northerly direction towards the Bush Creek Fan just before which the legal line branches with one branch heading in a north-westerly direction across the fan and the other branch heading in a north-easterly direction across the Rangitata River.

The north-westerly branch across the Bush Creek Fan only proceeds approximately half way across the fan and then stops. The legal line then continues across part of the pastoral lease between the Bush Stream Fan and Black Birch Creek. The line however does not proceed right across the pastoral lease but is contained within it. Intermittent sections of legal road are present right up to the Alma Stream however these are not continuous and are not always following the dotted track line.

The formed but not legal portion of the Rangitata Gorge Road proceeds from the Mesopotamia freehold in a north-westerly direction to cross Bush Stream Fan and continues approximately 500 metres into the pastoral lease and stops there.

Access via Bullock Bow Saddle:

The status report map shows a track line leading from near the point where Moonlight Stream enters the true right of Forest Creek, up over the Bullock Bow Saddle and down to Bush Stream at a point approximately 1 km upstream from where Blind Spur Stream meets Bush Stream.

A file note dated 11 September 1980 (*Part folio 686*) refers to the above track and states that *the nature of this easement and survey requirement should be discussed with the Chief Surveyor*. It appears however, that no legal public easement has been created over this historic track line.

Fenced and legal boundaries:

The majority of the Mesopotamia Pastoral Lease boundary is unfenced. This unfenced portion includes all of the eastern boundary along Forest Creek, the southern boundary and all of the western boundary from the vicinity of Forest Creek right up to Camp Creek. There is no fence along the northern boundary with Camp Creek or along the north-eastern boundary with the Havelock River. The boundary with the Rangitata River to the northeast is not fenced from Black Birch Creek to Alma Stream. There is some boundary fencing between Black Birch Creek and Bush Stream Fan apparently very close to the legal boundary.

South of the Bush Creek Fan the boundary is fenced close to the legal boundary right down to the south-eastern extremity of the property adjacent to the Rangitata River. The southern boundary from the Rangitata River through to Forest Creek adjoins freehold land and is fenced on the legal boundary right through to Forest Creek.

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

The land adjacent to the Mesopotamia Pastoral Lease comprises conservation/Crown area for the entire length of the western boundary from Forest Creek northward to and including the boundary with Camp Creek. On the eastern side of the pastoral lease, the boundary is shared with the Havelock and Rangitata riverbeds. The southern boundary adjoins freehold land. None of the neighbouring land adjacent to the Mesopotamia Pastoral Lease is considered to have potential to be included in the tenure review.

Attached to a **Preliminary Report on Variations to Pastoral Lease at Renewal** (dated 11 March 1986, folio 824) is some information identifying several PNA areas including:

- PNA 6 - Forest Creek Beech Remnants
- PNA 7 - Royal Hut/Bush Stream
- PNA 8 - Black Birch Creek
- PNA 17 - Scour Stream/Butler Downs

These have no legal status.

(8) *Summarise any uncompleted actions or potential liabilities:****Pastoral lease area anomalies:***

Anomalies in the pastoral lease area have been outlined in the status report and in Section 5 and Section 6 of this report. The issues relates specifically to Certificate of Alteration 534958/1 in terms of RS40594 and part RS40593 being omitted from the lease. These are areas of former legal roadline. Errors in the diagram are also outlined. There is also an issue surrounding the surrender of Doc 534958/2 which relates to land at the head of The Growler and Alma Streams.

Access easements:

As outlined in Section 6 of this report, there is some public expectation and there have also been recommendations made in the reports completed by officers of the former Lands and Survey Department, that public access should be provided to the historic Doctor Sinclair's grave site situated within pastoral lease land northeast of the Mesopotamia homestead.

Depending on the outcome of land tenure in the head of The Growler Stream, it is suggested that an access easement be considered from the upstream end of the marginal strip to connect with the western boundary of the pastoral lease.

Legal public access proposed along the track from Forest Creek over the Bullock Bow Saddle to Bush Stream has not been provided.

ATTACHMENTS:

- (1) Status report.
- (2) Letter 28 March 2001 Bradley (*KFL*) to Robertson (*LINZ*) re land area anomalies.
- (3) Report dated 11 March 1986 re Doctor Sinclair's grave access and access up The Growler Stream to Crown land.
- (4) File note dated 11 September 1980 re easement over Bullock Bow Saddle.
- (5) Gazette Notice dated 31 January 1951 re power generation from Scour Creek.

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.

LAND STATUS REPORT MESOPOTAMIA				<i>[LIPS ref. 12695]</i>
Property	1	of	9	

Land District	Canterbury
Legal Description	Sections 2, 4, 8 -13, 15 and 16 and part sections 3, 5 - 7, 14 and 17 SO 19630
Area	26,115.0886 Hectares
Status	Crown Land subject to the Land Act 1948
Instrument of title / lease	Balance CL 529/57 pursuant to section 66 as registered under section 83 Land Act 1948.
Encumbrances	Subject to: 794106 - Land Improvement Agreement under section 30 Soil Conservation and Rivers Control Act 1941 Subject to section 24 Conservation Act 1987 upon disposition.
Statute	Land Act 1948 and Pastoral Lands Act 1998

Data Correct as at	26 March 2001.
[Certification Attached]	Yes

Prepared by	Murray Bradley <i>M Bradley</i> 26/3/01
Crown Accredited Supplier	Knights Frank (NZ) Limited

CERTIFICATION:

Pursuant to Section 11(1)(I) 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 subject to the Land Act 1948.

R. Moulton

R MOULTON
CHIEF SURVEYOR
LAND INFORMATION NEW ZEALAND, CHRISTCHURCH.

5/4/2001

DATE: / /2001.

<p>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</p>	<p>Files reveal that the area 26 115.0886 ha was agreed to as at August 1985 recognising that two documents contained errors.</p> <p>Certificate of Alteration 534958/1 - The Certificate (area to be incorporated) and schedule (Land now in Lease) both omit RS 40594 and Part RS 40593.</p> <p>Diagram Title omits RS 40594 and Pt RS 4059 Does not show Pt RS 40593 Does not label RS 40594</p> <p>(This is presuming that RS 40594 and Pt RS 40593 were intended to be incorporated as they were Crown Land and are included within the bold black line on the diagram.)</p> <p>P/S 534958/2 - Schedule "Part Run 110B" and "Torlesse" and "Godley" Survey Districts should not be included."</p> <p>The diagram on CT 529/57 has not been amended following the survey (SO 19630) but the Change of Appellation has been memorialised on the Certificate of Title, A255282/1.</p> <p>It appears that the intent of Section 17 was to confirm the boundary of the land being surrendered as in C/A 534958/2. Section 1, SO 19630 is completely out of CT 529/57, while parts of Section 17, SO 19630 remain as they were not in the surrendered area, (areas 175.0 and 170 ha).</p> <p>The inclusion of RS 40594 in C/A 534958/1 would cancel the part appellation of Section 14.</p> <p>The appellation of part Section 7 SO 19630 occurs because the amending action of including the RS 40594 and part RS 40593 has not been taken.</p> <p>I believe that the intention was to have the description for the lease area to read: Sections 2 - 16 SO 19603, area 25878.4450 ha.</p> <p>However as the amending actions do not appear to have taken place the current description is: Sections 2, 4, 8 -13, 15 and 16, and part sections 3, 5 - 7, 14 and 17 SO 19630 (as shown in the report above). The present area recited in the lease is 26,115.0886 Hectares. However the area cannot be accurately assessed because there are no balance areas for RS 40594 and part RS 40593, (affecting pt RS 7 and 14 SO 19630).</p>
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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.

LAND STATUS REPORT MESOPOTAMIA				[LIPS ref.12695]
Property	1	of	9	

Land District	Canterbury
Legal Description	Sections 2, 4, 8 -13, 15 and 16 and part sections 3, 5 - 7, 14 and 17 SO 19630
Area	26,115.0886 Hectares
Status	Crown Land subject to the Land Act 1948
Instrument of title / lease	Balance CL 529/57 pursuant to section 66 as registered under section 83 Land Act 1948.
Encumbrances	Subject to: 794106 - Land Improvement Agreement under section 30 Soil Conservation and Rivers Control Act 1941 Subject to section 24 Conservation Act 1987 upon disposition.
Mineral Ownership	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 in 1848 and or its acquisition as Crown Land subject to the Land Act 1948.
Statute	Land Act 1948 and Pastoral Lands Act 1998

Data Correct as at	26 March 2001.
[Certification Attached]	Yes

Prepared by	Murray Bradley <i>M Bradley</i> 26/3/01
Crown Accredited Supplier	Knight Frank (NZ) Limited

CERTIFICATION:

Pursuant to Section 11(1)(I) 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 subject to the Land Act 1948.

R MOULTON

CHIEF SURVEYOR
LAND INFORMATION NEW ZEALAND, CHRISTCHURCH.

DATE: / /2001.

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

Files reveal that the area 26 115.0886 ha was agreed to as at August 1985 recognising that two documents contained errors.

Certificate of Alteration 534958/1 - The Certificate (area to be incorporated) and schedule (Land now in Lease) both omit RS 40594 and Part RS 40593.

Diagram Title omits RS 40594 and Pt RS 4059

Does not show Pt RS 40593

Does not label RS 40594

(This is presuming that RS 40594 and Pt RS 40593 were intended to be incorporated as they were Crown Land and are included within the bold black line on the diagram.)

P/S 534958/2 - Schedule "Part Run 110B" and "Torlesse" and "Godley" Survey Districts should not be included."

The diagram on CT 529/57 has not been amended following the survey (SO 19630) but the Change of Appellation has been memorialised on the Certificate of Title, A255282/1.

It appears that the intent of Section 17 was to confirm the boundary of the land being surrendered as in C/A 534958/2. Section 1, SO 19630 is completely out of CT 529/57, while parts of Section 17, SO 19630 remain as they were not in the surrendered area, (areas 175.0 and 170 ha).

The inclusion of RS 40594 in C/A 534958/1 would cancel the part appellation of Section 14.

The appellation of part Section 7 SO 19630 occurs because the amending action of including the RS 40594 and part RS 40593 has not been taken.

I believe that the intention was to have the description for the lease area to read: Sections 2 - 16 SO 19603, area 25878.4450 ha.

However as the amending actions do not appear to have taken place the current description is: Sections 2, 4, 8 -13, 15 and 16, and part sections 3, 5 - 7, 14 and 17 SO 19630 (as shown in the report above). The present area recited in the lease is 26,115.0886 Hectares. However the area cannot be accurately assessed because there are no balance areas for RS 40594 and part RS 40593, (affecting pt RS 7 and 14 SO 19630).

LAND STATUS REPORT MESAPOTAMIA				[LIPS ref.12695]
Property	1	of	9	

Research Data: *Some Items may be not applicable*

Property	1	of	9	
SDI Print Obtained	Yes			
NZMS 261 Ref	I36, J36			
Local Authority	Timaru District Council			
Crown Acquisition Map	Kemp Purchase			
SO Plan	SO 11076 (1968) SO 13430 (1975) SO 13481 (1975) SO 13482 (1975) SO 13483 (1975) SO 13549 (1975) SO 13550 (1975) SO 13895 (1976) SO 19630 (1996) Topo 13T Topo 54T Timaru Roll 61			
Relevant Gazette Notices	GN 87815/1			
CT Ref / Lease Ref	All CL 529 / 57			
Legalisation Cards	SO 11076 - no document number recorded SO 13430 - no document number recorded SO 13481 - no document number recorded SO 13482 - action not completed SO 13483 - action not completed SO 13549 - action completed SO 13550 - action completed SO 13895 - action not completed SO 19630 - no card in file			
CLR	N/A			
Allocation Maps (if applicable)	N/A			
VNZ Ref - if known	Part assessment 24640/100			
Crown Grant Maps				
If Subject land Marginal Strip:				
a) Type [Sec 24(9) or Sec 58]	a) Sec 24 (9)			
b) Date Created	b) 29 th July 1991			
c) Plan Reference	c) SO 19630			

LAND STATUS REPORT MESAPOTAMIA				[LIPS ref.12695]
Property	1	of	9	

Research – continued

Property	1	Of	9	
If Crown land - Check Irrigation Maps.				N/A
Mining Maps				N/A
If Road a) Is it created on a Block Plan - Section 43(1)(d) Transit NZ Act 1989 b) By Proc				a) SO Plan - N/A b) Proc Plan - N/A c) Gazette Ref - N/A
Other Relevant Information a) Concessions - Advice from DOC or Knight Frank.				a) The area and description of this lease do not match. The area 26 115.0886 ha is an agreed area as at August 1985. However, this is pointing out that Certificate of Alteration 534958/1 and a Surrender 534958/2 which were both registered 13 March 1985, contained errors. File P57, (volume 1981 - 1985) revealed that this anomaly had been noticed, August 1985. The errors noted are as follows: "...C/A 534958/1 Certificate (area to be incorporated) and schedule (Land now in Lease) both omit RS 40594 and Part RS 40593. Diagram: Title omits RS 40594 and Pt RS 40593 Does not show Pt RS 40593 Does not label RS 40594 (This is presuming that RS 40594 and Pt RS 40593 were intended to be incorporated as they were Crown Land and are included within the bold black line on the diagram. P/S 534958/2 Schedule "Part Run 110B" and "Torlesse" and "Godley" Survey Districts should not be included." The diagram on CT 529/57 has not been amended following the survey (SO 19630) but the Change of Appellation has been memorialised on the CT, A255282/1. The inclusion of RS 40594 in C/A 534958/1 would cancel the part appellation of Section 14. The appellation of part Section 7 SO 19630 occurs because the amending action of including the RS 40594 and part RS 40593 has not been taken. It appears that the intention was to have the description for the lease area to read: Sections 2 - 16 SO 19603, area 25878.4450 ha. However as the amending actions do not appear to

<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>have taken place the current description is: Sections 2, 4, 8 -13, 15 and 16, and part RS 3, 5 - 7, 14 and 17 SO 19630. The area currently recited in the lease is 26,115.0886 Hectares. However The area cannot be accurately assessed because there are no balance areas for RS 40594 and part RS 40593, (affecting pt RS 7 and 14 SO 19630)</p> <p>It has been assumed that the earlier expressed intentions of alteration were to be implemented. This is endorsed by the boundaries shown on SO 19630.</p> <p>Gazette 1951, page 119 – Authority to M.V. Prouting to use water for the purpose of generating electricity.</p> <p>A recreation permit has been issued to Station Air Limited for a term of 9½ years commencing 1st July 1996.</p> <p>b) Subject to Part 9 of the Ngai Tahu Claims Settlement Act 1998 Schedule 55 - Statutory Acknowledgement for Rangitata River</p> <p>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. Contained in : There are no records of the earliest referenced licences numbers 64 and 65. The first recorded lease to view was Licence 306 dated 15 April 1912, for a term of 20 years from 1 March 1912, under the Land Act 1908. The term of the lease was extended as follows: i) pursuant to the Land Laws Amendment Act 1921-2 for 14 years as from 1 March 1932. ii) pursuant to sec 25 Reserves and Other Land Disposal Act 1941 for 5 years as from 1 March 1942. iii) pursuant to sec 3 (1) Reserves and Other Land Disposal Act 1943 for 2 years as from 1 March 1944. iv)) pursuant to sec 15 (1) Reserves and Other Land Disposal Act 1947 for 2 years as from 1 March 1949. Pastoral Lease 529/57 was issued</p> <p>d) N/A</p>
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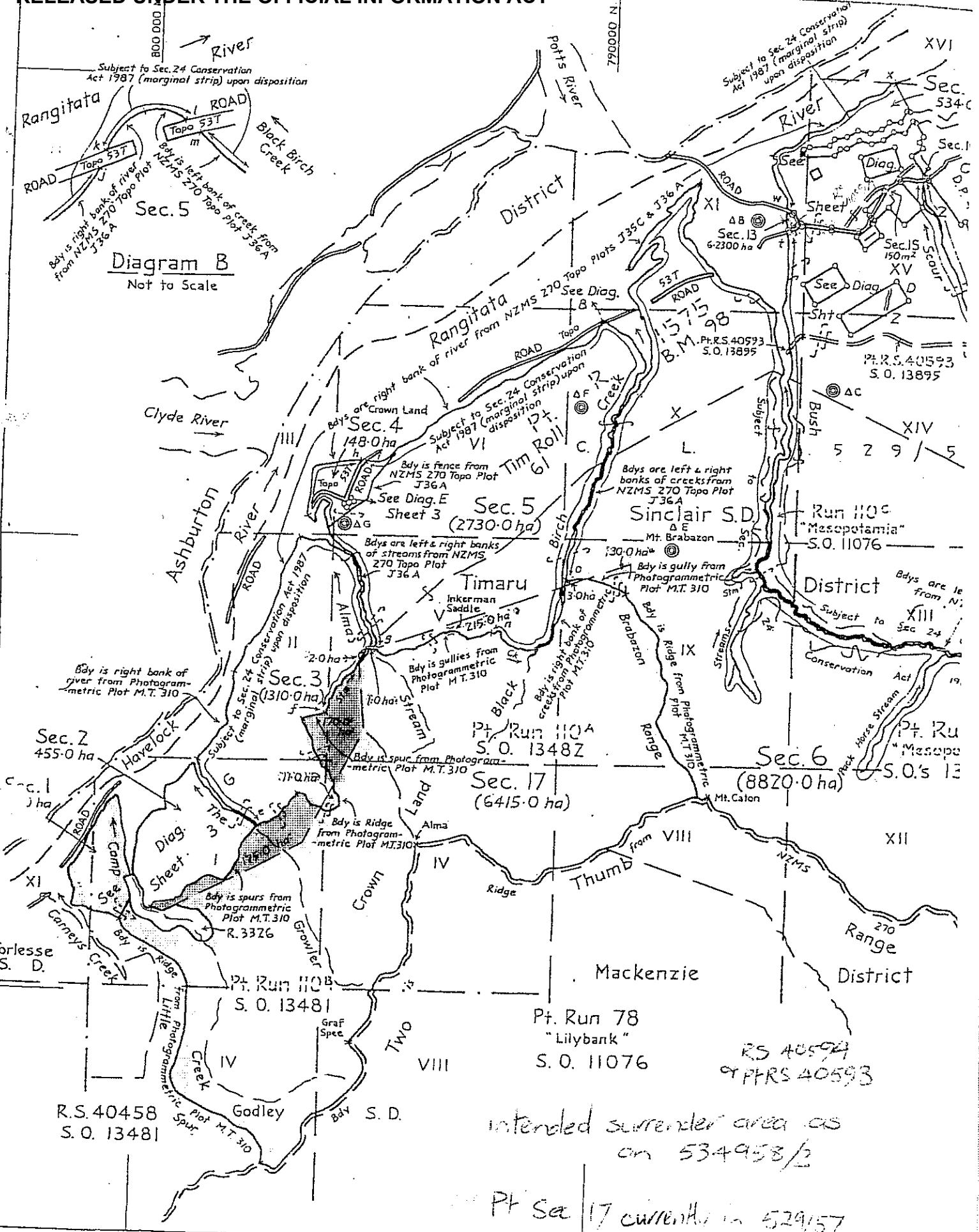


Diagram B
Not to Scale

intended surrender area as
on 534958/2

Pt Sec 17 currently on 529/57

AND DISTRICT Canterbury
urvey Blk. & Dist. See plan face
I 35, I 36, J 35, J 36 50,000
NZMS 261 Sheet J 36 Record Map No. 10,000/3.2

Sections 1-17

RELEASED UNDER THE OFFICIAL INFORMATION ACT

PART CANCELLED
PART TAKEN BY GAZETTE
NOTICE
CANTERBURY
LAND DISTRICT

Not registered under Land Registration Act
Entered in the Register-book, Vol. 529 p. 57
the 27 day of April
1951, at 2.15 o'clock p.m.
P. M. [Signature]
Land Registrar

Issued as a Renewal of [unclear]
registered in Vol. [unclear] for
Pastoral Licence No. 300

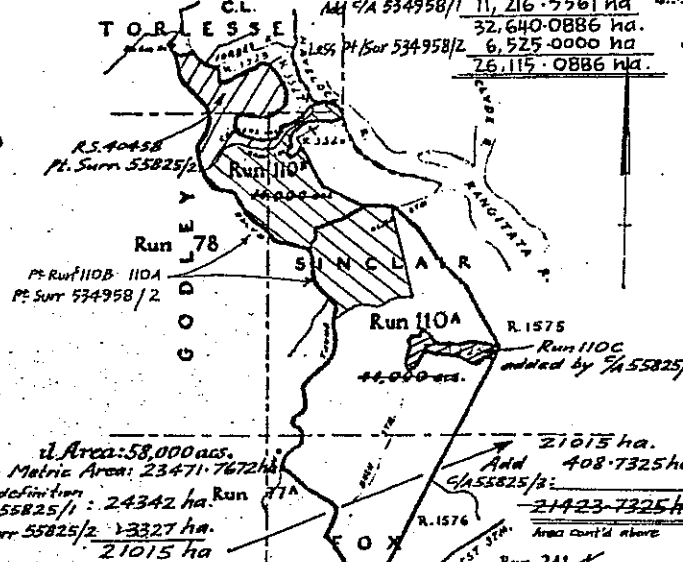
Pastoral Lease of Pastoral Land under the Land Act, 1948

No. P.57



This Deed, made the First day of [unclear] one thousand nine hundred and fifty-two
between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and
MALCOLM VELVIE FRICUTING 21,423.7325 ha
C.L. 11,216.3561 ha
M/A 534958/1 32,640.0886 ha
L/S 534958/2 6,525.0000 ha
26,115.0886 ha
of the other part, in the Dominion of New Zealand,
[unclear] (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 Fifty-one thousand (50,000) acres
situated in the Land District of Canterbury
Runs 110A and 110B "Mangapotohina" situated in Torlesse, Canterbury, situated in the 502 Survey Districts

Image Quality due to Condition of Original



(hereinafter referred to as "the said land"), as the same is more particularly delineated in the plan drawn hereon and therein coloured red in outline; together with the rights, easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of thirty-three years, commencing on the first day of July one thousand nine hundred and fifty-two together with the period between the date of this lease and the aforesaid first day of July
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 Canterbury the clear annual rent of One hundred and ten pounds (£110. 0. 0) 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 [unclear] (£ [unclear]) (the receipt of which sum is hereby acknowledged) and thereafter [unclear] (£ [unclear]) half-yearly instalments of shillings and pence (£ [unclear] : :) on the 1st day of January and [unclear] of July in each year in the same manner as aforesaid.

- 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 Canterbury (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, 1938.
 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 fourteenth day of the month in 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, 1938, 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.
- Pursuant to section 56 of the Land Act 1948 a strip of land one chain in width along the banks of all streams and rivers is excluded from the within lease.
- 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 a garden, yard, garden, orchard, vineyard, nursery, or plantation, or within 100 feet of any building, dwellinghouse, or other structure.
 - (c) 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.
 - (d) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter at the expiration of each succeeding term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 66 (3) of the Land Act, 1948, a new lease of the land hereby leased at a rent to be determined in the manner prescribed by Part VIII of the said Act for a term of thirty-three years computed from the expiration of the term hereby granted and subject to the same covenants and provisions as this lease, including this present provision for the renewal thereof and all provisions ancillary or in relation thereto.

Variation of Mortgage 228028/2 - 6.8.1981 at 10.51 am.

OBSOLETE

for A.L.R.

No. 821409/1 Variation of the within lease extending the term for 33 years commencing on 1.7.1988 and varying the terms therein - 15.8.1989 at 9.30am

[Signature]
for A.L.R.

~~Variation of Mortgage 167580/1 - 18.3.1983 at 11.01 am.~~

~~ERRATA *[Signature]*~~

Variation of Mortgage 228028/1 - 29-7-1982 at 10.41a.m.

OBSOLETE

for A.L.R.

No. 901837/3 Change of Name of the above proprietor to Mesopotamia Station Limited - 11.10.1990 at 9.25am

Variation of Mortgage 228028/2 - 29-7-1982 at 10.41a.m.

OBSOLETE

for A.L.R.

Mortgage 901837/4 ~~to~~ Rural Banking and Finance Corporation of New Zealand Limited - 11.10.1990 at 9.25am

[Signature]
for A.L.R.

Mortgage 456048/2 to Pine/Goold Guinness Limited - 5.10.1983 at 10.38 a.m.

DISCHARGED

for A.L.R.

Mortgage A171595/2 to The National Bank of New Zealand Limited - 8.5.1995 at 9.08am

[Signature]
for A.L.R.

No. 456048/4 Memorandum of Priority making Mortgages 456048/2, 228028/1 and 228028/2 second, third and fourth mortgages respectively - 5.10.1983 at 10.38am

OBSOLETE

for A.L.R.

No. A255282/1 Change of Appellation whereby the description of the within land is changed to Sections 2,4,8-13,15 & 16 and Pt Sections 3,5-7,14 & 17 SO 19630 - 28.8.1996 at 9.36am

[Signature]
for A.L.R.

Variation of Mortgage 228028/1 - 13.6.1984 at 11.50am

OBSOLETE

for A.L.R.

[Signature]
A.L.R.

Variation of Mortgage 228028/2-30.8.1984 at 11.42am.

OBSOLETE

for A.L.R.

Mortgage 530925/2 to The Rural Banking and Finance Corporation - 15.2.1985 at 9.55am

DISCHARGED TO *[Signature]*

for A.L.R.

No.530925/4 Memorandum of Priority making mortgages 530925/2 and 228028/2 third and fourth mortgages respectively - 15.2.1985 at 9.55am.

OBSOLETE

for A.L.R.

534958/1 Certificate of Alteration incorporating Reserve 1576 and part reserve 1575 situated in Torlesse, Godley, Sinclair and Fox Survey Districts and increasing the area to 32640.0886 hectares - 12.3.1985 at 10.57 a.m.

534958/2 Surrender of the within lease as to part run 110A and 110B (6525.000 hectares) - 12.3.1985 at 10.57 a.m.

for A.L.R.

Not registered under Land Transfer Act
L. and S. B.
Entered in the Register-book, Vol. 529 fol. 57
the 27 day of April
1955, at 2.15 o'clock P.M.
P.M. Husband

Pastoral Lease of Pastoral Land under the Land Act, 1948

No. P. 57

NEW ZEALAND

GANTREBURY
LAND DISTRICT



This Deed, made the First day of March

between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and MALCOLM VELVIN PROUTING of Rangitata Gorge, in the Dominion of New Zealand, 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 fifty-eight thousand (58,000) acres

situated in the Land District of Canterbury, and being a little more or less than 100 Acre and 100 "Mesopotamia" situated in the Land Districts of Canterbury, Rangitikei, and Fox Survey Districts, 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 in the year one thousand nine hundred and fifty-five, together with the period between the date of this lease and the aforesaid first day of July

one thousand nine hundred and fifty-five (58,000) acres, 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 in the year one thousand nine hundred and fifty-five, together with the period between the date of this lease and the aforesaid first day of July

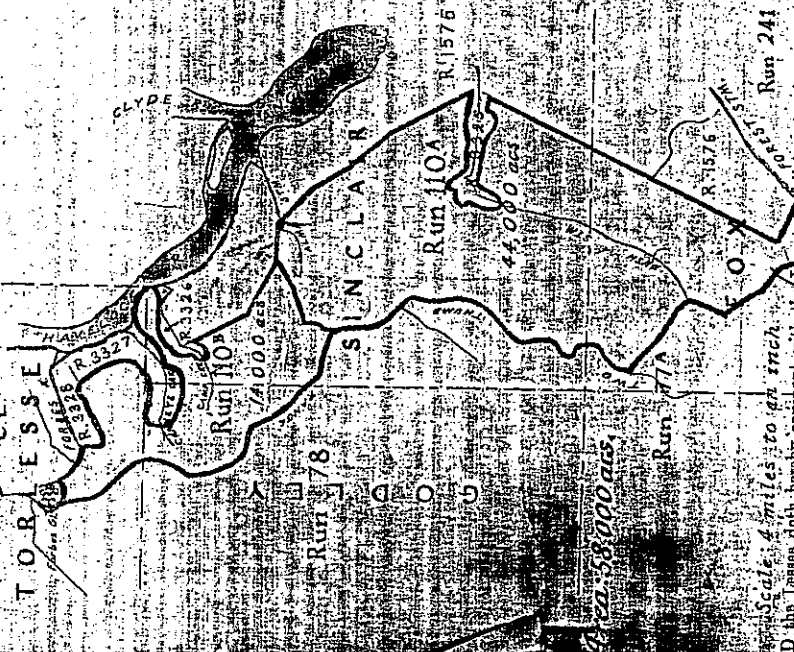
Yielding and paying therefor during the said term into the Department of Lands and Survey at the Principal Land Office for the said Land District of Canterbury the clear annual rent of One hundred and ten pounds (£100.0.0) payable without demand by equal half-yearly payments in advance on the 1st day 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

(£) (the receipt of which sum is hereby acknowledged) and hereinafter by () half-yearly instalments of pounds (£) shillings () pence () on the 1st day of January and 1st day of July in each year in the same manner as rent

and () (the receipt of which sum is hereby acknowledged) and hereinafter by () half-yearly instalments of pounds (£) shillings () 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 that he will fully and punctually pay the rent hereinafter reserved at the times and in the manner hereinbefore named in that behalf; and also will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that now and hereafter may be assessed, levied, or payable in respect of the said land or any part or parts thereof during the said term.

3. 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. 4. 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. 5. Provided that such approval will not be necessary in the case of a mortgage to the Crown or to a Department of State. 6. 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.



Issued as a Renewal of [in-Exchange-for] Licence registered in Vol. fol. Pastoral Licence No. 306

Scale: 4 miles to an inch. Run 241 A
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, 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.

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.

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 Canterbury (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, 1928.

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 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 prior consent of the Commissioner; 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 receipts 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, municipal, 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 Masella Fire Act, 1946, burn any hessian, 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 disturbances of the Lessee's stock.

Pursuant to Section 58 of the Land Act 1948 a strip of land one chain in width along the banks of all streams and rivers is excluded from the within lease.

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 pasture over the said land, but shall have no right to the soil.

(b) THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1948) on or under the surface of the soil of the said land, and all such minerals are reserved to His Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the said land or any adjacent land of the Crown, subject to the payment to the Lessee of compensation for all damage done to improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals.

Provided that they 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 100 feet of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 feet of any building.

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 56 (3) of the Land Act, 1948, a new lease of the land hereby leased at a rent to be determined in the manner prescribed by Part VIII of the said Act for a term of thirty-three years computed from the expiration of the term hereby granted and subject to the same covenants and provisions as this lease, including this present provision for the renewal thereof and all provisions ancillary or in relation thereto.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

- (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 grass to the satisfaction of the Commissioner.

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

- (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 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, 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 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.

- (i) THAT the Lessee shall exercise due care in stocking the said land and shall not overstock; and for the purpose of this clause the Lessee shall be deemed not to have exercised due care in stocking or to have overstocked if the number of sheep depastured on the said land does not exceed 8,800 during the months of Dec, Jan, Feb, March and April save that the Lessee may increase this number to 15,400 sheep for a period of six months in any one year (being an increase of ten per cent on the carrying capacity on which is based the number of sheep should he deem it expedient or advisable to do so. Any permission so granted shall be subject to amendment by the Commissioner at any time and in particular in the event of a transfer and, further, any such permission shall not affect the rent payable hereunder.

~~IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE~~

February, March and April save that the Lessee may increase this number to 15,400 sheep for a period of six months in any one year (being an increase of ten per cent on the carrying capacity on which is based the number of sheep should he deem it expedient or advisable to do so. Any permission so granted shall be subject to amendment by the Commissioner at any time and in particular in the event of a transfer and, further, any such permission shall not affect the rent payable hereunder.

whereof the Commissioner of Crown Lands for the Land District of Canterbury, 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: W. Russell
 Occupation: Lands Office Clerk
 Address: Christchurch

[Signature]
 Assistant Commissioner of Crown Lands.

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

Witness: V.W. Russell
 Occupation: Solicitor
 Address: Ashburton

[Signature]
 Lessee.

Handwritten notes: 31/1/56... Variation of 16 terms of the weather lease...
 31/1/56...
 A.L.R.

31603 Variation of 16 terms of the weather lease
 entered 16 January 1956 at 1.55 pm.
[Signature]
 A.L.R.

32333 Transfer Malcolm Velvin Prouting to Prouting's
 Mesopotamia Limited a company having its Registered Office
 at Ashburton Produced 31 January 1956 at 2.5 pm.
[Signature]
 A.L.R.

MB:LMB

28th March 2001

Mr Dave Robertson
Property Rights Analyst – Survey
Land Information New Zealand
Private Bag 4721
CHRISTCHURCH

Dear Dave

RE: PASTORAL TENURE REVIEW – MESOPOTAMIA

Firstly, the file notes on folios 809 and 810 attached completed by Ian Duff in 1985 clearly indicate that part RS 40593 and RS 40594 were intended to be included in the description and was included in the area of 11216.3561 hectares incorporated by way of Certificate of Alteration, Doc 534958/1. However, it appears that the legal description on the Certificate of Alteration registered omitted RS 40594 and part RS 40593. We also note on Ian Duff's note on folio 810 that the diagram on the title omitted reference to RS 40594 and part RS 40593.

Ian Duff also commented that he was unable to confirm whether these two areas were included in the area incorporated as he had no knowledge of how the area was determined. Notwithstanding this, I believe it was the clear intention to incorporate part RS 40593 and RS 40594. Unfortunately I can find no record of any survey instructions on File P57 relating to the inclusion of RS 40594 and part RS 40593.

Secondly, as advised in our letter dated 10th February 2001, it appears that the intent of Section 17 was to confirm the boundary of the land being surrendered as shown on the plan attached to partial surrender Doc 534958/2. Therefore, this error will have to be rectified along with the omission of part RS 40593 and RS 40594. I have shown the agreed surrender boundary orange on the attached SO 19630.

Although there is some confusion over the exact area in the lease, I have taken the view that we should record in the Status Report, the legal description and area as recorded in current leasehold Certificate of Title CL529/57.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

I have therefore amended the status report accordingly and I have included reference that the lease is subject to part IVA of the Conservation Act 1987 upon disposition in the "Encumbrances" section.

I have shown the errors in respect to part RS 40593, RS 40594 and the parts of Section 17 which are omitted from the surrendered area in Doc 534958/2 (345 hectares) on the attached SO 19630.

I have also attached copies of the SO Plans defining part RS 40593 and 40594 together with copies of the Partial Surrender of Certificate of Alteration documents registered against the lease.

I trust that the amended report is in order for certification. Once the report has been certified as to its current correct legal description and area, we will attend to rectifying the errors outlined above.

Please do not hesitate to discuss any concerns you may have with this report.

Yours faithfully

KNIGHT FRANK (NZ) LIMITED

Murray Bradley
Manager, Public Sector Services

10: 14/A *noted see c/s*
Comments on folio 809

P 57

DESCRIPTION, MESOPOTAMIA

fo. 808 refers.

Description of Lease as at 13/8/1985 is:-

26,115.0886 hectares being Run 110C and Part Run 110 (Mesopotamia), Rural Section 40594, Part Rural Section 40593, Reserve 1576 and Part Reserve 1575, situated in Sinclair and Fox Survey Districts.

Together with a Right of Way over the parts of Lot 1 D.P. 36458 marked A and B on the said D.P. by Transfer 124279/10, appurtenant to R.S. 40594, Pt. R.S. 40593, Res. 1576 and Pt. Res. 1575.

Sub-areas are:

Run 110 C: (S.O. 11076)	408.7325 ha.
Pt. Run 110 A: Pt. 5975 ha, being <u>26.5 ha</u> (ded.) (see P/s 534958/2), and <u>25 ha</u> on S.O. 13482, <u>11,800 ha</u> (all ^{S.O.} 13483):	14,490.0000 ha
Res. S. 40594: (S.O. 13896)	4.5687 ha
Reserve. 1576 (C.T. 3B/969)	2,023.4282 ha
Pt. Res. 1575 & Pt. R.S. 40593: (Pt. Bal. C.T. 300/132 & 16F/1137)	
(see S.O. 13895 & c/A 534958/1): -	9,188.3592 ha
	<u>26,115.0886</u>

V.B.(A) There are deficiencies in Certificate of Alteration 534958/1 and Partial Surrender 534958/2, due, I suspect, to not having the C.I.s (fos. 770 and 771) prepared by Stats. The errors are:

1. c/A 534958/1:
 - (a) Certificate (area to be incorporated) and Schedule (Land now in lease) both omit R.S. 40594 & Part R.S. 40593.
 - (b) Diagram: (i) Title omits R.S. 40594 & Part R.S. 40593.
 (ii) Does not show Pt. R.S. 40593.
 (iii) Does not label R.S. 40594.
- (I have presumed R.S. 40594 & Part R.S. 40593 were intended to be incorporated as they were brown Land and are included

(cont. p. 2)

within the bold black line on the diagram. I am unable to confirm whether they are included in the area incorporated, as I have no knowledge of how the area was determined.)

2. P/S 534958/2:

(a) Schedule: "Part Run 110B" and "Tonleese" and "Godley" Survey Districts should not be included.

(B) Some formal action will need to be taken to correct C/A 534958/1, in order to get R.S. 40594 and Part R.S. 40593 into the lease.

(C) C/A 534958/1 and P/S 534958/2 have not yet been endorsed, on the diagram of C.L. 529/57, but I am arranging for this to be done by L.T. Division (Lands & Deeds had probably missed forwarding the documents to L.T. for endorsement). Any changes you initiate will be caught up with in due course. (See fo. 809).

(D) On the plan under fo. 787, your attention is drawn to the fact that there is a portion of Reserve 1575 (in Blocks 111 & V1 Sinclair S.D.), approx 100 ha, excluded from the yellow bordered area. This land is part of former C.T. 300/132, now brown Land by T. 124279/9.

The omission appears to have occurred because the plan under fo. 741 is based on a different map edition from the plan under fo. 787; each show different riverbanks. The riverbank on map under fo. 787 agrees with latest topo. map N.Z.M.S.1, sheet 80. This 100 ha area should be looked at, as it is also excluded from C/A 534958/1, (or maybe left till lease is surveyed, however, intentions should be clarified before survey plans are drawn).

J.G. Duff
D.D.O. states see C.S. comments at foot of fo. 809.
14.8.85

To: D.D.O., L.T.

C.L. 529/57

On the enclosed copy of the above Pastoral Lease, please note the two memorials on page 3, circled in red.

* 2004
Would you please now have 534958/182 endorsed on the Lease diagram. (Copies of both documents enclosed).

However, I would strongly recommend that a new diagram be prepared for substitution of the present one, because of the completely different definition of the present leased area, which is bordered red on the attached NZMS 261 print.

The new diagram would be of great help to all searching or using the lease, which has approx. 3 years to run before renewal.

Also, before renewal (hopefully) the lease is to be surveyed, and again, a new diagram will be of value in determining readily the definition required.

The area bordered red on the attached print includes R.S. 40594 and Part R.S. 40593, which are not included as such, in C/A 534958/1 (but should have been, & L/A has been requested to correct the omission).

If you prepare a new diagram, please do not exclude them.

Please return all papers below when the above have been completed.

J.W. Duff
D.D.O. Stats
14.8.85.

✓ The surrender will be the only action that should be noted on the diagram. Incorporations are subsumedly noted. Survey is imminent for the P.L. (this summer) so the diagram will be superseded in due course anyway - no action required in the meantime. *John*

Land Management Department
14 MAR 1986
CHRISTCHURCH

3

824

824

PRELIMINARY REPORT ON VARIATIONS TO PASTORAL LEASE AT RENEWAL

MESOPOTAMIA

see attached pages

P. 57

BASIC LIMIT:

No change unless significant boundary changes negotiated.

LIA

BOUNDARY ADJUSTMENTS:

- 1) Run Plan. The present boundaries are "subject to survey" and in one area (the retirement boundary) is impractical ... In the process of surveying it is proposed to renegotiate this with the lessee.
- 2) Public Works. Nil.
- 3) Other.
 - 1) The south western boundary from the top of the Two Thumbs to Forest Creek is impractical and hard to define. In the process of survey an attempt will made to improve this.
 - 2) The fan at the north tip of the property is arbitrarily cut in half - whether a more practical line can be established should be investigated.
 - 3) In terms of the recently revised LSB/NWASCA policy there are significant areas of this property which should be removed from the lease. Whilst I doubt the lessee would willingly agree to any further change, the matter should be raised. (NB. - the Prime Minister's recent comments in respect of this policy have all but removed any chance of success there may have been).

PROTECTION:

PNA.4 areas are identified on this lease in the recently drafted Heron Study - confirmation by PASAC will be necessary before further moves are made.

- | | | |
|-----------------------|---|--|
| <u>Wetlands.</u> |) | Cover by PNA's? |
| <u>Scientific.</u> |) | |
| <u>Archaeological</u> | - | No known. |
| <u>Historical</u> | - | Main historical site on freehold inclusions. |

ACCESS:

If Sec. 58 strips are not applicable in the Growler, Alma, Black Birch Stream and upper Bush Stream, legal access to the retired land is desirable.

Section 58 should be laid off up Forest Creek, the Rangitata and any other appropriate streams.

P.R. Washbourn
Senior Field Officer

Roger C. Gould
Reserves Ranger

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POTENTIAL PROTECTED AREAS

Locality - Upper Rangitata
 Wetland - Riverbed & Small Wetlands
 Reason for Protection - Likely to have wildlife values as in Tetapo region.
 Development - Largely undeveloped.
 Other - No specific areas special value known.
 Main spawning streams are in the freehold areas downstream, Salmon hatchery-protected Pastoral Lease Interim Wetlands Inventory.
 "The College (Lincoln) is retaining some 50 ha in the Scour Stream area. These are valuable salmon spawning grounds and are being held for scientific purposes and in the interests of ensuring continued recreation in this field. The area will have access on to the legal road and will be ferred out of the farming operations."

25/11/74

G. Mollet

P57.c, 443

CONSERVATION COVENANTS (potential)~~NOT KNOWN (PNA)~~PUBLIC ACCESS

"..... There are problems in having physical legal access to a remote area such as this as it implies access to the public at large and in this case this is not desirable. Mr. Procuting would be reluctant to lay off access if it were to become public. I feel the best solution to this is to obtain an easement over the existing track..... and

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b. doing this, you would preclude general public access."

25/9/73

F.J. Tyson

P57C, 346

SIGNIFICANT ENVIRONMENTAL FEATURES

Nil

RECREATION

"Mr. Roy Forsyth, New Zealand Forest Service phoned to say that his department has had an enquiry from a Mr. Wilson regarding a proposal to establish a commercial, presumably tourist safari type hunting venture on Mesopotamia pastoral run"

7/11/83

P.L. Savage

P57, 756

" Mr. Prouting said he let people hunt on his lease but as far as he knew it was not for commercial gain"

25/11/83

B. Card

P57, 758

Access may be needed to SmeJaw's grass (surrounded by Endowment)

- G. Mollet - Commissioner of Crown Land
- F.J. Tyson - S.F.O. Lands & Survey, Timaru
- R.A. Ward-Smith - F.O. Lands & Survey, Timaru
- P.L. Savage - Land Administration, L&S, CHCH
- B. Card - Chief Pastoral Lands Officer

4

(Pt Folio 686 ?)
14 Oct 1980)

③ R.S. 40593

The whole of this former road was granted ^{to} the Lincoln College. Part of it is included in the land shown as Lot 4 D.P. 36460 and the balance is Crown Land by Transfer 124279/9.

④ Easement - Bullack Bow Saddle

The nature of this easement & survey requirements should be discussed with the Chief Surveyor.

⑤ Copies plan & title

Copies of C.T. 5 20A/367 17A/507 16F/1136 & 16F/1137 and S.O. 13895 and D.P. 36460 are attached hereto for forwarding to S.F.O.

Al. Sumner
11/9/80

L. & S.—G. 7]

Extract from New Zealand Gazette No. 5 Page 119 1951

G.O.C./12/49—12734

Authorizing Malcolm Velvin Prouting, of Peel Forest R.D., Sheep Farmer, to Use Water for the Purpose of Generating Electricity

B. C. FREYBERG, Governor-General

ORDER IN COUNCIL

At the Government Buildings at Wellington, this 31st day of January, 1951

Present:

THE HON. K. J. HOLYOAKE PRESIDING IN COUNCIL

PURSUANT to the Public Works Act, 1928, His Excellency the Governor-General, acting by and with the advice and consent of the Executive Council, doth hereby grant to Malcolm Velvin Prouting, of Peel Forest R.D., Sheep Farmer (hereinafter referred to as the licensee), a licence subject to the conditions hereinafter set forth to obstruct, impound, or divert the waters of Scour Creek (hereinafter referred to as the said stream) situated in Block XV, Sinclair Survey District, in the County of Ashburton, and to take and use therefrom for the purpose hereinafter set forth a stream of water not exceeding two cubic feet per second at any one time.

CONDITIONS

1. IMPLIED CONDITIONS

The conditions directed to be implied in all licences by the Water-power Regulations 1934 and the Electrical Supply Regulations 1935 shall be incorporated in and shall form part of this licence, except in so far as the same may be inconsistent with the provisions hereof.

2. LICENCE SUBJECT TO REGULATIONS

This licence is issued under the Water-power Regulations 1934 and is subject thereto and to the Electrical Supply Regulations 1935, the Electrical Wiring Regulations 1935, and the Radio Interference Regulations 1934, and to any regulations hereafter made in amendment thereof or in substitution therefor respectively.

3. UTILIZATION OF WATER AND LOCATION OF HEADWORKS

Water shall be used under this licence solely for the purpose of generating electricity, and shall be taken from the said stream at the point in Block XV, Sinclair Survey District, as indicated on the plan marked S.H.D. 129, deposited in the office of the Minister in Charge of the State Hydro-electric Department.

4. GENERAL DESCRIPTION OF WORKS

The licensee is hereby authorized, subject to the conditions hereof, to construct, maintain, and use the following works for the purpose of this licence, the positions of the said works being indicated on the said plan S.H.D. 129:—

- (a) Headworks consisting of an intake with water-race and pipe-line leading to the turbine and power-house hereinafter referred to, giving a static head of approximately 178 ft.;
- (b) Turbine and power-house with all necessary equipment for generating electricity, situated in Block XV, Sinclair Survey District;
- (c) Tail-race leading from the said power-house to the said stream.

5. DURATION OF LICENCE

This licence, unless sooner lawfully determined, shall continue in force until the 31st day of March, 1971, or until electrical energy is available from an Electric-power Board or other public source of supply, whichever is the earlier.

6. SYSTEM OF SUPPLY

The system of supply shall be as described in paragraphs (d) and (e) of clause 21-01 of the Electrical Supply Regulations 1935 and shall be alternating current. The transmission voltage shall be 3,300 volts.

7. RENTAL

For the purpose of assessing the rental or annual sum payable in respect of this licence, the licensee may install a suitable maximum-demand indicator to the satisfaction of the Inspecting Engineer of the State Hydro-electric Department, and failing such installation, the rental shall be determined on the maximum capacity of the generating plant installed. The present plant is rated at 11 kilowatts.

8. NO RIGHT TO WATER CONFERRED

Nothing in this licence shall of itself confer upon the licensee any right to water.

T. J. SHERRARD,
Clerk of the Executive Council.

(S.H.D. 11/20/1502.)

Mr. _____

Mr. C/O

Mr. _____

Mr. _____

Mr. _____

Mr. _____

Mr. _____

Mr. _____

Mr. _____

Mr. _____

Mr. _____

Mr. _____

CHERRY