

Crown Pastoral Land Tenure Review

Lease name : SCOTSBURN

Lease number : PT 080

Due Diligence Report (including Status Report) - Part 1

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.

October

06

DUE DILIGENCE REPORT
CPL PRE TENURE REVIEW ASSESSMENT STANDARD 6:

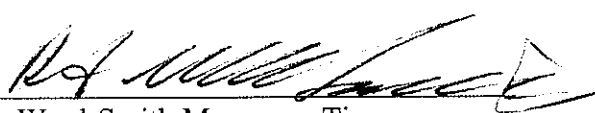
File Ref: Pt 080 Report No: R0549 Report Date: 13 March 2001
 LINZ ID: 12701
 Office of Agent: Timaru LINZ Case No: TR01/83 Date sent to LINZ: 15 March 2001

RECOMMENDATIONS

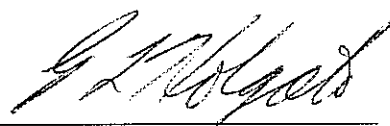
1. That the Commissioner of Crown Lands or his delegate **note** this Due Diligence Report which has been prepared in accordance with the Pre Tenure Review Assessment Standard;
2. That the Commissioner of Crown Lands or his delegate **note** the following incomplete actions which may require action by the Timaru District Council;
 - (i) The Local Authority applied for consent in 1971 to deviate a road with a survey done in 1975 (SO 11996) but which to date has not been excluded from the lease

*See folio 8
Ad.*

Signed for Knight Frank (NZ) Limited



R A Ward-Smith Manager - Timaru



G L Holgate LRD Manager

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



Name: MICHAEL JOHN TODD

Date of decision: 19 / 3 / 2001

1. Details of lease:

Lease Name: Scotsburn
Location: Arundel, South Canterbury
Lessee: Thomas William O'Carroll and Pamela Ann O'Carroll
Tenure: Pastoral Lease
Term: 33 years from 1 July 1992
Annual Rent: \$1,650 Plus GST
Rental Value: \$110,000
Date of Next Review: 1 July 2003
Land Registry Folio Ref: 529/93
Legal Description: Run 43 "Scotsburn" situated in Blocks III and V Orari Survey District
Area: 509.5801 hectares

2. File Search

Files held by Agent on behalf of LINZ:

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
<i>Pt 080</i>	<i>Vol I</i>	<i>208</i>	<i>30 April 1954</i>	<i>381</i>	<i>15 December 1981</i>

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
<i>Pt 080</i>	<i>Vol II</i>	<i>382</i>	<i>March 1982</i>	<i>455</i>	<i>1 May 1996</i>

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
<i>Pt 080</i>	<i>Vol III</i>	<i>446*</i>	<i>2 May 1996</i>	<i>514</i>	<i>21 June 2000</i>

*should have started at 456

Other relevant files held by LINZ:

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
<i>CON/50213/09/ 12701/A-ZNO</i>	<i>Vol I</i>	<i>1</i>	<i>29 August 2000</i>		<i>Current File</i>

3. Summary of lease document:

Terms of lease

Pastoral Lease of pastoral land under the Land Act 1948 No P80 recorded in Certificate of Title 529/93 Canterbury Registry. Entered the 5th day of March 1959. The initial lease was for a period of 33 years from the 1st day of July 1959, plus the period from 5 March 1959, at a rental of \$380 per annum. The land over which the lease is held is described as Run 4B "Scotsburn" situated in Blocks III and V Orari Survey District.

The initial lessee under the Land Act 1948 was Paul Henry Evans who transferred to John Alistair Sinclair-Thompson on 14 September 1964. Sinclair-Thompson transferred to R A & L S Farrar on 3 August 1981 who in turn transferred to Y W & C A Haugh on 3 September 1991. The Haughs in turn transferred to Thomas William O'Carroll and Pamela Ann O'Carroll on 19 September 1996 and they are still the lessees.

The lease contains the normal terms and conditions of a pastoral lease, does not include any improvements, however the stock limitation clause has been modified as follows:

Clause f "That the lessee ... sheep depastured on the said land does not exceed 1,375 sheep (including 950 ewes) and 200 cattle (being an increase of 10% on the carrying capacity on which is based the rent hereinbefore reserved) ..."

Clause g "The above clause re stock limitation applies so long as the property is worked with adjoining freehold of 1,800 acres. In the event of selling the freehold the Crown reserves the right to review limitation."

Note:

- 1) The lease is now not worked with the same area of freehold, and in fact the area was 180 acres not 1,800 as stated above, and in the lease, but is now worked with other freehold land. No adjustment appears to have been made to the stock limit in the lease.
- 2) The stock limit in the lease does not equate with that set by the LSB under case 5388 or 5951 in 1957 and 1959.

A Variation was registered 17 June 1993 extending the term for 33 years commencing on 1 July 1992. There are no other known variations.

Area adjustments

There are no known area adjustments to the lease registered or not, since commencement. The metric area is shown as 509.5801 hectares, which is confirmed by the Status Check.

Registered interests

- 1 A317209.4 Mortgage to ASB Bank Limited registered 12 September 1997

Unregistered interests

- 1 There are no recreation permits known to Knight Frank (NZ) Ltd over the area.
- 2 There is a Deed by Bond between the lessee and the Commissioner requiring the lessee to carry out a gorse control programme. The Bond is for \$10,000 against performance of the Bond to control gorse. The last report on file mid-2000 indicates the lessee is complying with the terms.

4. Summarise any Government programmes approved for the lease:

No government programmes registered against the title and none known to Knight Frank (NZ) Ltd.

5. Summary of Land Status Report:

The report notes that a road deviation was proposed in 1971 and a survey carried out in 1995 but no further action taken. See note to Status report.

The land is subject to section 24 (9) Conservation Act 1987.

There are no other unusual features.

Copy appended as Schedule A.

6. Review of topographical and cadastral data:

The north eastern boundary following a tributary to Scotsburn Stream and Scotsburn Stream itself does not appear to be fenced. Other boundaries appear to be fenced either on to very close to the legal boundary. It is noted an unformed legal road traverses part of the property in the south west and is not fenced.

No other matters are noted or known to Knight Frank.

7. Details of any neighbouring Crown or conservation land

While the area adjoins Crown Land in Scotsburn Stream and is near Conservation Land in Peel Forest Park, it is not considered that any of the land should be included in the tenure review. The Crown Land is all stream or bush clad and is not suitable for disposal from the greater Crown estate.

8. Summarise any uncompleted actions or potential liabilities:

The only matter that may impinge on tenure review is a deviation of a legal road for which the Local Authority applied for consent in 1971 but which to date has not been excluded from the lease.

SCHEDULES:

A Land Status Report

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 Leases Act 1998.

LAND STATUS REPORT SCOTSBURN				[LIPS ref.12701]
Property	1	of	1	

Land District	Canterbury
Legal Description	Run 4B, Blocks III and V, Orari Survey District
Area	509.5801 ha
Status	Crown Land subject to the Land Act 1948
Instrument of title / lease	All CL 529/93 pursuant to section 66 as registered under section 83 Land Act 1948.
Encumbrances	Subject to section 24 (9) Conservation Act 1987 upon renewal of the pastoral lease under the Land Act 1948
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 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	20 November 2000
[Certification Attached]	Yes

Prepared by	Murray Bradley <i>MBradley</i> 30/11/2000
Crown Accredited Agent	Knight Frank (NZ) Limited

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>A programme of gorse control is agreed upon in a Bond of Deed, signed 28 August 1996, between the lessees and the Commissioner of Crown Lands. (Not memorialised)</p> <p>A survey of road deviation was carried out in 1975. It is unknown if the work on site was ever been completed. The file has no mention of road deviation after related correspondence dated 17 March 1971. The legalisation card (SO 11996) has not been noted and there are is no memorial on PL 529/93 relating to land taken for road. If the work has been carried out the legalisation of that work will be required.</p>
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LAND STATUS REPORT SCOTSBURN

[LIPS ref.12701]

Property 1 of 1

Research Data: Some Items may be not applicable

Property 1 of 1	
SDI Print Obtained	Yes
NZMS 261 Ref	J37
Local Authority	Timaru District Council
Crown Acquisition Map	Kemp Purchase
SO Plan	SO 3240 (1900) SO 11996(1975) SO 19041 (1993) Topo 48T
Relevant Gazette Notices	N/A
CT Ref / Lease Ref	All CL 529/93
Legalisation Cards	SO 11996 – action not completed
CLR	N/A
Allocation Maps (if applicable)	N/A
VNZ Ref - if known	24640/9800
Crown Grant Maps	Orari Sheet 1 (1880)
If Subject land Marginal Strip: a) Type [Sec 24(9) or Sec 58] b) Date Created c) Plan Reference	a) Sec 24 (9) b) 1 July 1993 c) SO 19041

LAND STATUS REPORT SCOTSBURN				[LIPS ref.12701]
Property	1	of	1	

Research – continued

Property	1	of	1	
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				a) SO Plan - N/A
b) By Proc				b) Proc Plan - N/A
				c) Gazette Ref - N/A
Other Relevant Information				
a) Concessions - Advice from DOC or Knight Frank.				a) A programme of gorse control is agreed upon in a Bond of Deed, signed 28 August 1996, between the lessees and the Commissioner of Crown Lands. (Not memorialised) A road deviation plan effecting Run 4B has been approved (1975) but there is no record of the work ever being carried out.
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. Contained in : Pastoral Licence 181 the first lease for Run 4B, issued to Robert Shaw from 1 March 1900, term 10 years. Pastoral Licence 289, issued to Andrew Brown from 1 March 1910, term 21 years. Transfer (T 196) to Leonard Nathaniel Brown , 5 May 1910. Transfer (T 310) to David Shaw, 4 June 1914. Transfer (T 320) to William Blair, 6 August 1914. (PL 289 extended 7 years from 1 March 1931. Area reduced by resumption of 7acres 1rood, 1 September 1934 and by exclusion of 30 acres, 13 May 1934) Transfer (T 765) to Daniel Scully and James

<p>d) Other Info</p>	<p>Alexander Johnston, 8 December 1936. Pastoral Licence 511, issued to Daniel Scully and James Alexander Johnston, for a term of 21 years from 1 March 1938. Letters of Administration appointing Mary Scully in the estate of Daniel Scully Transfer (T 799) the interest of Mary Scully to James Alexander Johnston, 19 November 1940. Transfer (T 396049) to Paul Heney Evans. (Change of appellation (Doc 409864) to Run 4B, 11 November 1958) CL 529/93 issued 5 March 1959 for Run 4B T 634524 transfer to John Alastair Sinclair-Morrison, 14 September 1964. T 337970/7 transfer to Richard Anthony Farrar and Lynne Somerville Farrar, 3 March 1981. T 953279/3 transfer to Ynys Williams and Haugh and Claire Alexis Haugh, 3 September 1993. (Variation of the terms of the lease extending the term for 33 years from 1 July 1992) T A259563/3 transfer to Thomas William O'Carroll and Pamela Ann O'Carroll, 19 September 1996.</p> <p>N/A</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 Leases Act 1998.

LAND STATUS REPORT SCOTSBURN				[LIPS ref.12701]
Property	1	of	1	

Land District	Canterbury
Legal Description	Run 4B, situated in Blocks III and V, Orari Survey District
Area	509.5801 ha
Status	Crown Land subject to the Land Act 1948
Instrument of title / lease	All CL 529/93 pursuant to section 66 as registered under section 83 Land Act 1948.
Encumbrances	Subject to section 24 (9) Conservation Act 1987 upon renewal of the pastoral lease under the Land Act 1948.
Statute	Land Act 1948 and Pastoral Lands Act 1998

Data Correct as at	20 November 2000
[Certification Attached]	Yes

Prepared by	Murray Bradley <i>M Bradley</i>
Crown Accredited Agent	Knights Frank (NZ) Limited <i>5/12/00</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.

R. Moulton

**R Moulton Chief Surveyor
Land Information New Zealand, Christchurch.**

6 / 12 /2000



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



Search Copy


R.W. Muir
Registrar-General
of Land

Identifier CB529/93
Land Registration District Canterbury
Date Registered 05 March 1959 01:50 pm

Type	Lease under s83 Land Act 1948	Term	thirty three years commencing on the first day of July 1959 and extended for a further 33 years commencing on 1.7.1992
Area	509.5802 hectares more or less		

Legal Description Run 4B

Proprietors

Thomas William O'Carroll and Pamela Ann O'Carroll

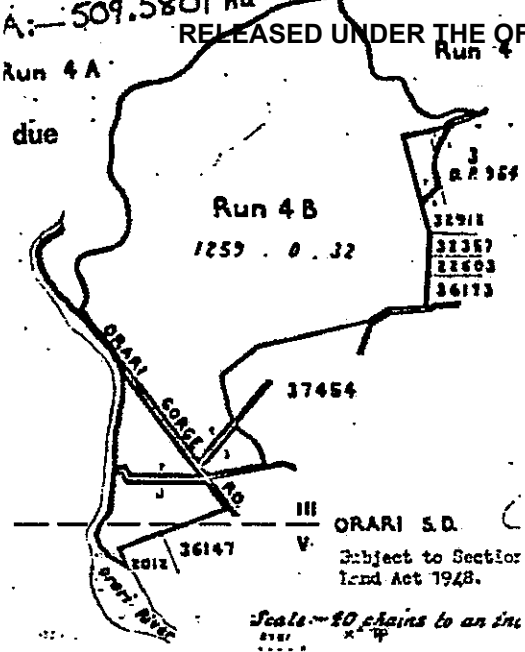
Interests

Variation of the terms of the within Lease and extending the term for 33 years commencing on 1.7.1992 - 17.6.1993 at 11.56

A317209.4 Mortgage to ASB Bank Limited - 12.9.1997 at 2.10 pm

Run 4 A

due



III ORARI S.D.
V Subject to Section
Land Act 1948.

Scale - 80 chains to an inch



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



Historical Search Copy


R. W. Muir
Registrar-General
of Land

Identifier CB529/93
Land Registration District Canterbury
Date Registered 05 March 1959 01:50 pm

Type	Lease under s83 Land Act 1948	Term	thirty three years commencing on the first day of July 1959 and extended for a further 33 years commencing on 1.7.1992
Area	509.5802 hectares more or less		

Legal Description Run 4B

Original Proprietors

Thomas William O'Carroll and Pamela Ann O'Carroll

Interests

Variation of the terms of the within Lease and extending the term for 33 years commencing on 1.7.1992 - 17.6.1993 at 11.56

A317209.4 Mortgage to ASB Bank Limited - 12.9.1997 at 2.10 pm

529/93

Registered under Land Transfer Act, 1948 Section 83, 1948 Act, 1948

NEW ZEALAND

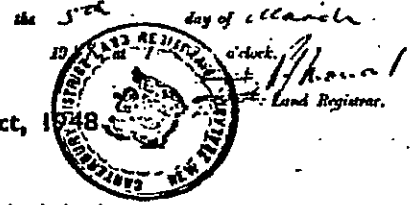
Land R.R.-4

Issued as a Recital of (or in Exchange for) Lease

Entered in the Register-book, Vol. 529 fol. 93

Registered in Vol. 511 Pastoral Lease 511

LAND DISTRICT



Pastoral Lease of Pastoral Land under the Land Act, 1948

No. P.80

This Deed, made the Third day of March, one thousand nine hundred and fifty-nine between His Majesty King George the Sixth and successors, is hereinafter referred to as "the Lessor", of the one part, and of Paul Parent, Farmer, in the Dominion of New Zealand, (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 that piece or parcel of land containing by admeasurement One thousand one hundred and fifty-nine acres, roads and thirty-two perches, a little more or less, situated in the Land District of Canterbury, and being Run 4B "Sentsburn" situated in Blocks III and V Crati Survey District

METRIC AREA: 509.5801 ha

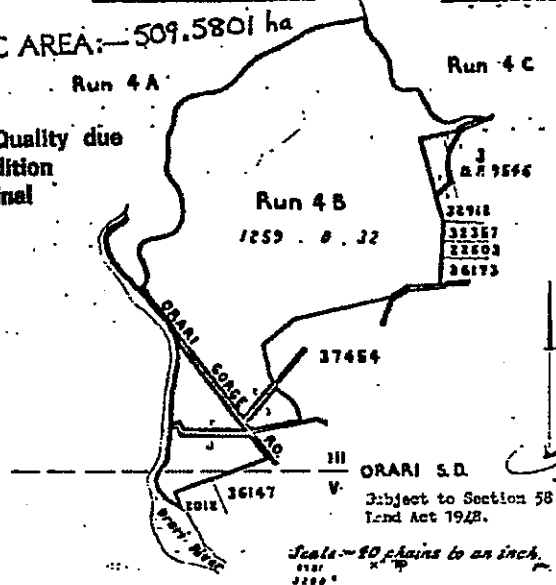


Image Quality due to Condition of Original

(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-nine together with the first day of July 1959 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 thirty pounds (£ 130) payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term. And also paying in respect of the improvements specified in the Schedule hereto the sum of (£) by a deposit of (£) (the receipt of which sum is hereby acknowledged) and thereafter by half-yearly instalments of (£) pounds shillings and pence (£ : :) on the 1st day of January and the 1st day of July in each year in the same manner as rent.

AND the Lessee doth hereby covenant with the Lessor as follows, that is to say:-

- 1. THAT the Lessee will fully and punctually pay the rent hereinafter reserved at the times and in the manner hereinafter named in that behalf; and also will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that now are or hereafter may be assessed, levied, or payable in respect of the said land or any part or parts thereof during the said term.
2. THAT the Lessee will within one year after the date of this lease take up his residence on the said land, and thereafter throughout the term of the lease will reside continuously on the said land.
3. THAT the Lessee will hold and use the said land bona fide for his own use and benefit and will not transfer, assign, sublet, mortgage, charge, or part with possession of the said land or any part thereof without the previous approval of the Land Settlement Board: Provided that such approval will not be necessary in the case of a mortgage to the Crown or to a Department of State.
4. THAT the Lessee will at all times farm the said land diligently and in a husbandlike manner according to the rules of good husbandry and will not in any way commit waste.
5. THAT the Lessee will throughout the term of his lease to the satisfaction of the Commissioner of Crown Lands for the Land District of 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, 1925.
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, 1925.
7. THAT the Lessee will clean and clear from weeds and keep open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing therein.
8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land to their full insurable value in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit with the Commissioner every such policy and, not later than the forenoon of the day on which any such premium becomes payable, the receipt for that premium.
10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, fell, sell, or remove any timber, tree, or bush growing, standing, or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such timber, tree, or bush unless the Commissioner otherwise approves: Provided that the consent of the Commissioner as aforesaid shall not be necessary where any such timber or tree is required for any agricultural, pastoral, household, reedmaking, or building purposes 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 purposes of complying with any of the provisions of the Native Trench Act, 1946, burn any trench, scrub, fern, or grass on the said land, nor permit any trench, 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.

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, 1948) on or under the surface of the soil of the said land, and all such minerals are reserved to His Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the said land or any adjacent land of the Crown, subject to the payment to the Lessee of compensation for all damage done to improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals: Provided that there shall be no right of way over, or right to work, extract, or remove any mineral from, any part of the said land which is for the time being under crop or used or situated within 30 yards of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards 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, reedmaking, or building purpose on the said land, but not otherwise.
(c) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter at the expiration of each succeeding term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 66 (3) of the Land Act, 1948, a new lease of the land hereby leased at a rent to be determined in accordance with 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.

Handwritten initials and signatures, including 'H.C.' and 'H.P.'.

529/93

Mortgage A125787/3 to Trust Bank South
Canterbury Limited at 2.45pm

DISCHARGED
19/07/1994
for A.L.R.

No. A125787/4 Memorandum of Priority making
mortgages A125787/3 and 953279/5 first and
second mortgages respectively - 27.7.1994
at 2.45pm

for A.L.R.

Transfer A259563/3 to Thomas William
O'Carroll and Pamela Ann O'Carroll,
both of Geraldine, Farmers -
19.9.1996 at 3.25pm

DISCHARGED
for A.L.R.

Mortgage A278401/1 to Bank of New
Zealand - 21.1.1997 at 3.04pm

for A.L.R.

A317209.4 Mortgage to ASB Bank Limited
12.9.1997 at 2.10

for DLR

Variation of Mortgage 838950 -
24.2.1975 at 9.36 a.m.

Adour
A.L.R.

Variation of Mortgage 714740 - 2.6.1978
at 12.14 pm.

R.D. Maffey
for A.L.R.

Mortgage 700998/1 to The Rural
Banking and Finance Corporation
- 8.9.1987 at 11.19am

DISCHARGED
Alba
for A.L.R.

No.700998/2 Memorandum of Priority
making Mortgages 700998/1 and
596745/3 second and third mortgages
respectively - 8.9.1987 at 11.19am

Alba
for A.L.R.

Variation of Mortgage 838950 - 2.4.1979 at
10.43 am.

Alba
A.L.R.

Mortgage 220900/4 to The Rural Banking and
Finance Corporation New Zealand - 2.4.1979
at 10.43 am.

DISCHARGED
3/18
Mulla

Transfer 741720/1 of Mortgage 596745/3
to Wrightson Farmers Finance Limited
- 18.5.1988 at 11.06am

Harise
for A.L.R.

Variation of Mortgage 220900/4 - 19-11-1979 at
10.32a.m.

Murray
for A.L.R.

No.917710/1 Change of Name of the
mortgagee under Mortgages 700998/1 to The
Rural Bank Limited - Produced 28.1.1991
and entered 3.9.1991 at 10.31am

Transfer 337970/7 to Richard Anthony Farrar of
Crow Junction, Farmer and Lynne Somerville
Farrar his wife - 3-8-1981 at 10.21a.m.

Jandell
A.L.R.

Mortgage 337970/8 to Richard Anthony Farrar
of Crow Junction, Farmer and Lynne Somerville
Farrar his wife - 3-8-1981 at 10.21a.m.

DISCHARGED
11/4
cm

Transfer 953279/3 to Ynys Williams Haugh
of Hawea, Farmer and Claire Alexis Haugh,
his wife - 3.9.1991 at 10.31am

Jandell
A.L.R.

Mortgage 337970/9 to John Astley Sinclair-
Thomson - 3-8-1981 at 10.21a.m.

DISCHARGED
11/4
cm

Mortgage 953279/4 to Bucketts McKay
Solicitors Nominees Company Limited -
3.9.1991 at 10.31am

Jandell
A.L.R.

Mortgage 404052/1 to The Rural Banking
and Finance Corporation New Zealand -
10.48a.m.

DISCHARGED
3 NOV 1982
ALR
Murray
for A.L.R.

Mortgage 953279/5 to Ynys Williams Haugh -
3.9.1991 at 10.31am

DISCHARGED
19/9
ALR

Jandell
A.L.R.

Variation of Mortgage 404052/1 -
10.9.1983 at 10.35 am.

Mulla
for A.L.R.

Mortgage 960403/1 to The Rural Bank of New Zealand -
16.10.1991 at 11.56am

DISCHARGED
24
ALR

Jandell
A.L.R.

Variation of Mortgage 404052/1 -
16.4.1984 at 11.59 am.

Mulla
for A.L.R.

Variation of the terms of the within Lease
and extending the term for 33 years
commencing on 1.7.1992 - 17.6.1993 at
11.56am

Mulla
for A.L.R.

Variation of Mortgage 404052/1
- 11.4.1986 at 10.55a.m.

DISCHARGED
21/11
ALR
Mulla
for A.L.R.

Variation of Mortgage 953279/4 - 17.6.1993
at 11.56am

DISCHARGED
24
ALR

Mulla
for A.L.R.

No.A75084/1 Memorandum of Priority making
Mortgages 960403/1 and 953279/5 second and
third mortgages respectively - 7.10.1993 at
11.54am

Mulla
for A.L.R.

93

529/93

- (4) THAT the Lessee shall have an right of acquiring the fee-simple of the said land.
- (5) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary:
 - (i) Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;
 - (ii) Coop 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) Sift and 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 clover and grasses to the satisfaction of the Commissioner.

4/10/96
AT

- (h) 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 Land Settlement Board and the Lessee that the number of sheep to be depastured on the said land during the winter months shall not, without the prior consent of the Commissioner, exceed sheep on a basis of a ewe of one for a dry sheep unit of one and a half for breeding ewes.
- (i) THAT if the Lessee shall leave New Zealand or abandon the said land or if he cannot be found or if he shall neglect or fail or refuse to comply with the covenants and conditions herein approved or implied to the satisfaction of the Land Settlement Board or the Commissioner, as the case may be, or make default for not less than two months in the payment of rent, water levy, or other payments due to the Lessee, then the Land Settlement Board may, subject to the provisions of section 218 of the Land Act, 1918, declare this lease to be forfeit, and that without discharging or releasing the Lessee from liability for rent due or accruing due or for any prior breach of any covenant or condition of the lease.
- (1) THAT these presents are intended to take effect as a pastoral lease under the Land Act, 1918, and the provisions of the said Act and of the regulations made thereunder applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

SCHEDULE

IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE

In witness 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: J. H. G. ...
Occupation: ...
Address: ...

R. H. ...
Asst. Commissioner of Crown Lands.

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

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

J. H. ...
Lessee.

(f) 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 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 1375 sheep (including 950 ewes) and 200 cattle (being an increase of ten per cent on the carrying capacity on which is based the rent hereinto reserved) but the Commissioner may, by notice in writing, permit the Lessee to depasture thereon any greater number should he deem it advisable or efficient to do so. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and in particular in the event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.

J.H.G.

(g) The above clause re stock limitation applies so long as property is worked with adjoining freehold of 1000 ac in the event of selling freehold Crown reserves right to review limitation.

Mortgage 396950 Paul Henry ...
28/4/1954 at 2.20 p.m.

Commission 523000 ...
Pays funds Guinness ...

Mortgage 523800 Paul Henry ...
Advances Corporation ...

Mortgage 714740 ...
Cooperation of ...

Mortgage ...
Adelaide ...

Variation of Mortgage 714740 - 13.3.1969
at 11.25am

Variation of Mortgage 714740 4.2.1971
at 10.00am

Mortgage 820950 to ...
Limited - H.E. ...

LAND'S DEEDS
Nature: ...
Form: ...
Date: 5 MAR 1959
Time: 1-43pm
Page 2 of 2
Abstract No. 1121

Transfer 534524 to John ...
Sinclair-Thomson ...

838951
Mortgage No. 838950
Mortgage No. 714740
at 10.24am

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CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL REGISTER FOR THE PURPOSES OF
SECTION 215A LAND TRANSFER ACT 1952.

J. Sinclair A.L.R.

OVER...