

Crown Pastoral Land Tenure Review

Lease name : Timburn Station

Lease number : PO 237

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.

Copied October 2002

**DUE DILIGENCE REPORT
TO THE COMMISSIONER OF CROWN LANDS**

AGENT'S REF: Po237 **LINZ REF:** **CASE NO:**

LEASE NAME: Timburn

LESSEES: John Clement Anton Lucas (*1/3 share*), Elizabeth Ann Lucas (*1/3 share*), Elizabeth Ann Lucas and Ian David Scott (*1/3 share*).

LOCATION: Tarras

DATE OF THIS REPORT:

14 December 1999

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LEASE DETAILS:

Land Tenure: Pastoral Lease.

Legal Description: Part Run 237G Block XVI St Bathans Survey District, Blocks I - VI, Chuden Survey District, Block XVI Lindis Survey District comprised in CL 386/119 (*Otago Registry*).

Area: 5131.6795 hectares.

Term: 33 years from 1 July 1991 expiring 30 June 2024.

Date Next Review: 30 June 2002.

Rental Value: \$350,000

Annual Rent: \$5,250

LAND STATUS REPORT SUMMARY:

The Land Status Report prepared by the approved agent is attached.

SUMMARY OF FEATURES FROM TOPOGRAPHICAL AND CADASTRAL DATA:

Boundaries:

All boundaries are fenced and with three exceptions appear to be on the legal line.

- (1) Cluden grazes Timburn land (*approximately 35 ha*) at Grid Reference NZMS 260 G40 440985.
- (2) Timburn grazes Cluden land (*approximately 27 ha*) at Grid Reference NZMS 260 G40 465993.
- (3) The eastern boundary is a legal road which follows the Dunstan Creek, the fence takes a practical flood free line and it is unlikely that it coincides with the legal road. On the ground the creek and legal road seem to be one and the same.

Other Boundaries are as Follows:

- (4) The long southern boundary with Po213 Cluden follows the prominent McPhies Ridge and the legal road that runs along most of the ridge and through the Dunstan Pass.
- (5) The western boundary follows either legal road or marginal strips alongside the Lindis River.
- (6) The northern boundary is with Po188 Longacre. The status check maps show that the boundary fence is near to but not on the legal line. The irrigation storage dam for Timburn's scheme is located just outside its boundary within Po188 Longacre at Grid Reference NZMS 260 G40 362988. Timburn has no formal agreement recognising the use of this dam.

Legal Roads:

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- (1) Both vehicle accessways to Timburn are on or very near to legal roads:
 - (a) The Timburn Road (*also access for Po193 Merivale and Po188 Longacre*) is legal.
 - (b) The road directly of State Highway 8 over the bridge is very close to the legal line.
- (2) A legal road travels from the front of the property passing the homestead to the Dunstan Creek at the rear of the lease. This road is formed only for the McPhies Ridge section. This legal road connects with other strategic roads on the east bank of the Lindis River, Timburn Road plus an unformed road that travels through Po237 Timburn, Po193 Merivale, Po188 Longacre and Po192 Shirlmar (*to Po359 Morven Hills in the north*).

Marginal Strips:

- (1) The Lindis River has Section 58 Land Act 1948 marginal strip except where it is interrupted by the unformed legal road adjacent to the river.
- (2) To the east, Cadastral information shows that the lease is bounded by a legal road not the Dunstan Creek. On the ground the creek and road seem to be one and the same. The Dunstan Creek has a marginal strip (*Section 58 Land Act 1948*) on the east bank only, that is not adjacent to the lease or legal road.
- (3) The Cluden Stream (*within the Timburn lease*) is likely to qualify for a marginal strip status.

Communication Sites:

We are not aware of any interest shown for communications site on the property. The use of Mount Misery at 1447 m.a.s.l., the highest point on the Chain Hills Range, as a communications site is unlikely as it is too remote from any population base or the highway.

SUMMARY OF LEASE DOCUMENT (CL 386/119):***(1) Un-discharged Run Plan Agreements:***

- (a) 358307 an agreement pursuant to Section 30A of the Soil and Conservation and River Control Act 1941, registered 30 July 1970.
- (b) 564185 agreement pursuant to Section 30A of the Soil and Conservation and River Control Act 1941, registered 21 October 1981.

(2) Rabbit and Land Management Agreement:

829004 agreement pursuant to Section 30A of the Soil and Conservation and River Control Act 1941, registered 4 May 1993.

(3) Statutory Charges:

593170 securing a rural house loan has been discharged.

(4) Lease Renewal:

779978 memorandum renewing the term of the lease for 33 years commencing on 1 July 1991, the first 11 years annual rental fixed at \$5,250 based on a rental value of \$350,000.

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DETAILS OF ANY NEIGHBOURING CROWN OR CONSERVATION LAND:

From the information supplied by Opus, we cannot identify any Crown land other than a marginal strip adjoining the lease.

FILE SEARCH:

A file search of all relevant files held by Knight Frank on behalf of the Commissioner of Crown Lands has been carried out.

The search date of Po237 Timburn files began from 26 April 1957 (*starting from Folio 302*) to 8 June 1999 (*ending Folio 687*) covering three volumes (*refer appendix for more detail*).

The first volume containing Folios 1 - 301 is not held at this office and has not been searched by Knight Frank. This file is probably at archives in Dunedin (*SGR 1168*).

A search of three LINZ files was completed. No due diligence contingencies were found on these files other than mention of SO Plans 2313 and 2312 which identified sections of creeks which require marginal strips. If they are Section 24 strips the Status Check map does not show this.

SUMMARY OF GOVERNMENT PROGRAMMES APPROVED FOR THE LEASE:*Run Plans:*

Timburn has been involved with two run plans, one in 1970 and the other in 1981. The first run plan appeared to have several stages throughout the 1970's. Our information shows that both run plans have been completed, they have not been discharged and are still registered on the title.

Rabbit and Land Management Programme:

A Rabbit and Land Management programme was prepared in October 1991 and approved in November 1992. The agreement was secured on the title 4 May 1993.


UNCOMPLETED ACTIONS AND POTENTIAL LIABILITIES TO THE CROWN:

The Commissioner may wish to give the lessees of Timburn the opportunity to negotiate and prepare documentation (*at their own cost*) to effect boundary changes with the lessees of Po213 Cluden and Po188 Longacre.


We cannot detect any uncompleted actions or potential liability to the Crown.

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Signed for Knight Frank (NZ) Limited:



Consultant 14/12/99



Manager 16/12/99

Approved/Declined

Commissioner of Crown Lands / /

ATTACHMENTS:

- (1) Crown lease document 386/119.
- (2) List of information sources considered.
- (3) Land Status Check provided by agent.

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ATTACHMENT 2:

List of information sources considered:

- (1) Topographical Map NZMS 260 G40 and H40.
- (2) Terraview Cadastral map.
- (3) CL 336/119.
- (4) Rabbit and Land Management Plan 37.
- (5) Files

Files held by Knight Frank:

<i>Volume I</i>	Not held by Knight Frank, not searched.
<i>Volume II</i>	Po237 Timburn (Opened 26 April 1957 Folio 302; closed 5 May 1969 Folio 444.
<i>Volume III</i>	Po237 Timburn (Opened 6 October 1969 Folio 444; closed 29 February 1984 Folio 600.
<i>Volume IV</i>	Po237 Timburn (Opened 3 August 1984 Folio 601; closed 8 June 1999 Folio 687.

File search ended 8 June 1999 with Folio 687.

Files held by LINZ:

CPL/04/11/12520 ZCH	(Opened 1 March 1997 Folio 1 to 24 February 1999 Folio 17).
7900/04/P237 1 DD	(Opened 10 June 1992 to 10 October 1992).
5200 D14 T12 DNO	(Opened 7 May 1993 Folio 1 closed 20 February 1997 Folio 5).

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**OPUS INTERNATIONAL CONSULTANTS LIMITED
DUNEDIN OFFICE**

Project Number 6NLI11.01/016YD



OPUS
INTERNATIONAL
CONSULTANTS

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

LAND STATUS REPORT for Timburn / Shirlmar / Longacre / Geordie Hill / Merivale and Nine Mile		LIPS Ref 12520
Property	1 of 7	Timburn

Land District	Otago
Legal Description	Part Run 237G Lindis Cluden and St Bathans SD's.
Area	5131.6795 ha
Status	Crown Land under the Land Act 1948 subject to Pastoral Lease P 237
Instrument of title / lease	CL 386 / 119
Encumbrances	Subject to 1) Land Improvement Agreement registered as 358307 2) Land Improvement Agreement registered as 564185 3) Land Improvement Agreement registered as 829004 4) Marginal strips as detailed in research data.
Mineral Ownership	Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Purchase.
Statute	Land Act 1948 and Crown Pastoral Land Act 1998.

Data Correct as at	8 October 1999
[Certification Attached]	

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Prepared by	G Patrick
Crown Accredited Agent	Opus International Consultants Ltd, Dunedin

Certified - correct as to status

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

LAND STATUS REPORT for Timburn / Shirlmar / Longacre / Geordie Hill / Merivale and Nine Mile				LIPS Ref 12520
Pr	rtv	1	of	7
				Timburn

under the Land Act 1948 subject to Pastoral Lease registered as 386/119



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

15 1 10 1999

<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>Nothing found on file.</p>
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Research Data: *Some Items may be not applicable*

SDI Print Obtained	Yes / No
NZMS 261 Ref	G40 & H40
Local Authority	Central Otago District Council
Crown Acquisition Map	Kemp
SO Plan	SO 1189 being a plan approved in August 1913 of Run 237g SO 1190 being a plan approved in October 1924 of Part Run 237g – includes an amendment to show marginal strips. These relate to Longacre (P188) SO 1191 being a plan approved in August 1913 of Run 237g SO 2312 being a plan of Road deviation amended in July 1992 to show marginal strips. The strips relate to both Longacre [P188] & Timburn. SO 2313 approved August in 1940 being a plan of road deviation.
Relevant Gazette Notices	None noted.
CT Ref / Lease Ref	1. CL 386/119 [live] 2. Sighted but not copied prior reference CL 259/147. Held on pastoral tenure since 1911. 3. Memo of Renewal registered as 779978 4. Land and Improvement Agreement registered as 829004. 5. Land and Improvement Agreement registered as 358307. Land and Improvement Agreement registered as 564185 not copied.
Plan Index	Attached.
Legalisation Cards	SO 1189 - none SO 1190 - attached SO 1191 - none
CLR	Confirms Pastoral status.
Allocation Maps (if applicable)	G40 & H40 DOC / SOE / Proposed SOE Claim Lands. Searched but nothing found.
VNZ Ref - if known	28411/03100
Crown Grant Maps	Not applicable.
If Subject land Marginal Strip :	
a) Type [Sec 24(9) or Sec 58]	a) Sec 24(3)
b) Date Created	b) Prior to 1987
c) Plan Reference	c) SO 2312 i – j, k – l, m – n, o – p and s – t SO 2313 a- b

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LAND STATUS REPORT for Timburn / Shirlmar / Longacre / Geordie Hill / Merivale and Nine Mile

LIPS Ref 12520

Property 1 of 7

Timburn

Research – continued

If Crown land – Check Irrigation Maps.	G40 & H40 Searched and nothing found.
Mining Maps	G40 & H40 Searched and nothing found.
<p>If Road</p> <p>a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989</p> <p>b) By Proc</p>	<p>a) SO Plan</p> <p>b) Proc Plan</p> <p>c) Gazette Ref</p>
<p>Other Relevant Information</p> <p>a) Concessions – Advice from DOC or Knight Frank.</p> <p>b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998</p> <p>c) Mineral Ownership</p> <p>d) Other Info</p>	<p>a) Knight Frank Ltd advised 24/9/99 that property not subject to any recreation permits.</p> <p>b) None known.</p> <p>c) Either</p> <p><input checked="" type="checkbox"/> Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Purchase.</p> <p><input type="checkbox"/> Contained in [provide evidence].</p> <p>d)</p>

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4.11.99

Registered at the Land Registrar's Office
Land No. 386 fol. 119

Form of a General Order in Exchange for Lease
Former reference
registered in Vol. 259 fol. 147

NEW ZEALAND
-3 JUL 1958
DUNEDIN
LAND DISTRICT

Entered in the Register-book, Vol. 386 fol. 119
the day of July
1958
at Otago
Classland Registrar

Pastoral Lease of Pastoral Land under the Land Act, 1948
No. P.237

This Deed, made the 11th day of March 1958, one thousand nine hundred and fifty-eight
between His Majesty THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and RARI WHELAN HYDES
of CARLIS, WIDGE (one half share) and JOHN WALTERS HYDES of TARRAS, PARKER, WALTER KOLLEN of , in the Dominion of New Zealand,
PAULSONSON LEGGIE, ASSOCIATED, WINNIE WILSON and JOHN WILSON of WAREHO, SEAFORER, (who, with their executors, administrators, and permitted assigns,
(one half share jointly inter se) as tenants in common in
the shares set out after their respective names

For Diagram

See Other Sheet

(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, covenants, 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-eight together with the period between the date of this lease and the aforesaid first day of July, one thousand nine hundred and fifty eight Yielding and paying therefor during the said term unto the Department of Lands and Survey at the Principal Land Office for the said Land District of Otago the clear annual rent of three hundred and sixty-five pounds (£365.-) 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 the Lessee shall be bound to pay to the Lessor 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 () half-yearly instalments of () pounds () shillings and () pence () on the 1st day of January and the 1st day of July in each and every year during the said term.

- AND the Lessee doth hereby covenant with the Lessor as follows, that it is to say:-
1. THAT the Lessee will fully and practically 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 are or hereafter may be assessed, levied, or payable in respect of the said land or any part 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 free from any mortgage, charge, or lien and will not transfer, assign, pledge, 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 as all times form the said land diligently and in a judicious manner according to the rules of good husbandry and will not in any way commit waste.
 5. THAT the Lessee will throughout the term of his lease to the satisfaction of the Commissioner of Crown Lands for the Land District of Otago (hereinafter referred to as "the Commissioner") cut and trim all trees, bushes, 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, 1950.
 6. THAT the Lessee will keep the said land free from wild animals, rabbits, and other vermin, and generally comply with the provisions of the Rabbit-Nuisance Act, 1955.
 7. THAT the Lessee will clean and clear from weeds and keep open all roads, 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 level all walls, substantial repairs, 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 policy 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 first day of the month of January in each year, 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, 1950, burn any (wood, scrub, fern, or grass on the said land, nor permit any bonfire, 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 infected with deer, wild goats, wild pigs, opossums, or other animals which the said Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals. Provided that such officers and employees in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.

(13) THAT the lessee shall exercise due care in stocking the said land and shall not overstock.

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

- (a) THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil.
- (b) THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 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, access, or remove any mineral from, any part of the said land which is for the time being under crop of, used or situated within 50 yards of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any building, dwellinghouse, or other structure. 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 successive term to be granted to the Lessee the 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.

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Lindis, Cluden & St Bathans S.D's 386/119

SECRET

sent clover and grass to
agreed between the land
The Commissioner, stated
the and conditions herein
be payment of rent, water
to be for rent, and that
under applicable to such

half into two lots

Crown Lands

Lessee

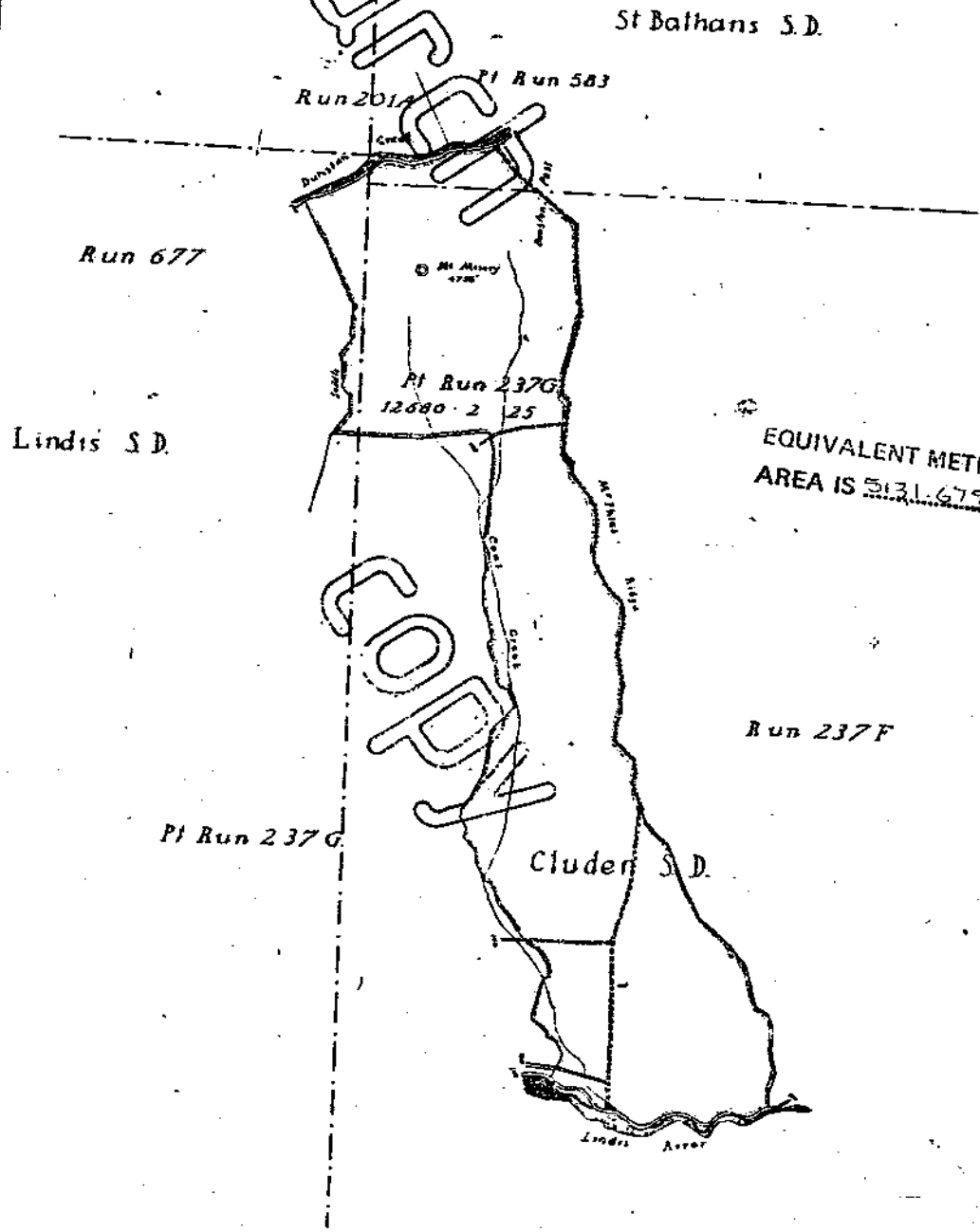
Lessee

Lessee

Lessee

as long as the number of
of 264G breeding ewes
capacity in respect of
fitting permit the Lessee
do. Any permission so
larly in the event of a
reunder.

James Henry Hyde
as Hyde
Lessee



EQUIVALENT METRIC
AREA IS 5131.6795 ha

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Scale: 80 chains to an inch

4.11.99

384119

- (4) THAT the Lessee shall have no right of acquiring the freehold 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) Chop 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 for planting and burning bush or scrub and sow the land so cleared in grass;
 - (v) Erect any fence on any portion of the said land;

Provided that the Lessee shall, at the expiration of the lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent swards and grasses to the satisfaction of the Commissioner.

(1) THAT the Lessee shall exercise due care in stocking the said land and shall not overstock. And for the purposes of this clause he shall be deemed to have been overstocked if he has been so declared and agreed between the said Commissioner and the Lessee that the carrying capacity of the said land during the winter months shall not exceed the carrying capacity of the said land as determined by the Commissioner, subject to the provisions of clause 10 of the said lease.

(2) THAT if the Lessee shall leave New Zealand he shall, at the expiration of the lease, or if he cannot be found or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied to the satisfaction of the Commissioner, 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, through the Commissioner, Board or the Commissioner, as the case may be, or for any other breach of any covenant or condition of the lease, without declaring or releasing the Lessee from liability for such due or accruing due or for any other breach of any covenant or condition of the lease.

(3) THAT these presents are intended to take effect as a pastoral lease under the Land Act, 1948, and the provisions of the said Act and of the regulations made thereunder applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

SCHEDULE
IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE
NIL

In witness whereof the Commissioner of Crown Lands for the Land District of Otago, and these presents have also been executed by the said Lessee.

Otago

on behalf of the Lessor, hath hereunto set his

Signed by the Commissioner, on behalf of the Lessor, in the presence of--

Witness: W. J. Marshall
Occupation: Commissioner of Crown Lands
Address: Government Buildings

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

Witness: E. R. Boyd
Occupation: Solicitor
Address: Palmerston North

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

Witness: J. R. Taylor
Occupation: Farmer
Address: Wairarapa

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

Witness: M. H. Hyde
Occupation: Farmer
Address: Wairarapa

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

Witness: M. H. Hyde
Occupation: Farmer
Address: Wairarapa

W. J. Marshall
Commissioner of Crown Lands

Walter McLean
H. E. Mackean
Lessee

Virginia Rena Boyd
M. H. Hyde
Lessee

R. J. Hyde
Lessee

J. R. Taylor
Lessee

(f) THAT the Lessee shall be deemed not to have failed to use due care in stocking, or to overstock so long as the number of cattle and sheep depastured on the said land does not exceed 50 cattle and 4000 sheep inclusive of 2500 breeding ewes (being the carrying capacity in respect of cattle and increase of ten per cent on the carrying capacity in respect of sheep 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 advisable or expedient so to do. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.

W. J. Marshall
Commissioner of Crown Lands

Walter McLean
H. E. Mackean
Lessee

Virginia Rena Boyd
M. H. Hyde
Lessee

J. R. Taylor
Lessee

R. J. Hyde
Lessee

4 11 99

X21934 Varying conditions of lease produced 22 January 1960 at 10.13 am

Transfer 216502 The Registered Proprietors to Timbourn Estate Limited produced 22 January 1960 at 10.14 am

Mortgage 183324 Estate Limited to Rami Helena Hyde produced 22 January 1960 at 10.15 am

527938/3 Mortgage to The Rural Banking and Finance Corporation of New Zealand 17.12.1979 at 9.53 am

THIS REPRODUCTION (ON REDUCED SCALE) CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL REGISTER FOR THE PURPOSES OF SECTION 215A LAND TRANSFER ACT 1952

358307 Agreement pursuant to Section 30A of the Soil Conservation and Rivers Control Act 1941 - 30.7.1990 at 10.43 am

386175 Mortgage to The Perpetual Trustees Estate and Agency Company of New Zealand Limited - 19.5.1979 at 10.20 am

439332 Land improvement agreement under subsection (3) of Section 30 and under Section 30A of the Soil Conservation and Rivers Control Act 1941 - 28.4.1975 at 9.54 am

Prospecting licence under the Mining Act 1971 affecting part of the adjoining land in favour of Bronze Boulder Mining and Development Company Limited for a term of three years commencing 2nd May 1975 produced 27.5.1975 at 2.04 pm See Vol: 5D Fol: 23

485284 Variation of Mortgage 386175 - 23.9.1977 at 10.42 am

527938/1 Transfer to John Clement Anton Lucas of Tarras Farmer - 17.12.1979 at 9.53 am

527938/2 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 17.12.1979 at 9.53 am

DISCHARGE OF MORTGAGE

386119 DISCHARGED 527938/3 Mortgage to The Rural Banking and Finance Corporation of New Zealand 17.12.1979 at 9.53 am

527938/4 Mortgage to Elizabeth Mary Guisolan, Barbara Arne McFarlane and Philip Charles Lucas in shares - 17.12.1979 at 9.53 am

532552 Variation of Mortgage 386175 - 3.4.1980 at 1.43 pm

539736 Mortgage for share Elizabeth Mary Guisolan in Mortgage 527938/4 to The National Bank of New Zealand Limited - 18.3.1980 at 10.16 am

551109 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 18.3.1981 at 10.16 am

552133 Prospecting Licence affecting part of the within land in favour of Bronze Boulder Mining and Development Company Limited for a term of two years commencing on 1st April 1981 - 6.4.1981 at 1.55 pm See Volume 5D Folio 186

553598 Variation of Mortgage 527938/2 - 6.5.1981 at 1.51 pm

556948 Variation of Mortgage 551109 - 30.6.1981 at 1.51 pm

561954 Discharge of Mortgage 527938/4 as to the interest of Philip Charles Lucas - 18.9.1981 at 11.13 am

564185 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 - 21.10.1981 at 2.42 pm

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569631 Variation of Mortgage 527938/3 -
28.1.1982 at 2.22 pm

841837/3 Evidence that the correct name of one
of the Registered Proprietors is Elizabeth Ann
Lucas - 3.11.1993 at 10.57am

593170 Statutory Land Charge pursuant to
the Rural Housing Act 1939 1945.4.1983 at
2.15 pm

4.11.99
A.L.R.
A.L.R.

Shawne
A.L.R.

841837/4 Mortgage to Primary Industry Bank of
Australia - 3.11.1993 at 10.57am

Shawne
A.L.R.

612082/1 Variation of Mortgage 527938/2 -
23.3.1984 at 12.04 pm

Shawne
A.L.R.

612082/2 Variation of Mortgage 527938/3 -
23.3.1984 at 12.04 pm

Shawne
A.L.R.

655796 Exploration Licence under the
Mining Act 1971 affecting part of the
within land in favour of Homestake New
Zealand Exploration Limited for a term
of two years commencing on 1 May 1986
- 7.5.1986 at 10.39 am
See Volume 9D Folio 157

Shawne
A.L.R.

680050 Order vesting the within land in John
Clement Anton Lucas abovenamed (as to a 1/3rd
share), Elizabeth Ann Lucas of Tarras, Married
Woman (as to a 1/3rd share) and Elizabeth Ann
Lucas abovenamed and Ian David Scott of Alexandra,
Stock Company Manager (jointly inter se as
to a 1/3rd share) as tenants in common in the
said shares - 4.6.1987 at 11.00am

Shawne
A.L.R.

735267/2 Mortgage to The Rural Banking
and Finance Corporation of New Zealand
- 11.8.1989 at 4.48am

DISCHARGED
NOV 1991
A.L.R.

Shawne
A.L.R.

779978 Memorandum renewing the term of
the within lease for a further period
of 33 years commencing on the 1.7.1991
and fixing for the first 11 years the
annual rent at \$5,250.00 calculated
on a rental value of \$350,000.00 -
27.5.1991 at 9.18 am

Shawne
A.L.R.

829004 Land Improvement Agreement under
Section 30A of the Soil Conservation and
Rivers Control Act 1941 - 4.5.1993 at
9.15am

Shawne
A.L.R.

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OFFICIAL INFORMATION ACT