

## **Crown Pastoral Land Tenure Review**

**Lease name : ARDROSS STATION**

**Lease number : PS 028**

### **Due Diligence Report (including Status Report) - Part 2**

This report and attachments results from a pre-Tenure Review assessment of the pastoral lease for the purpose of confirming land available for Tenure Review and any issues, rights or obligations attaching to it. The information is gathered from files and other sources available to the LINZ contractor.

Part of the information relates to research on the status of the land, resulting in a Status Report that is signed off by a LINZ approving officer. The remainder of the information is not analysed for relevancy or possible action until required, and LINZ does not guarantee its accuracy or completeness as presented.

The report attached is released under the Official Information Act 1982.

**April 09**

REGISTER

Entered in the Register-book, the

Part

NEW ZEALAND

Former Ref. Vol. 206 fol. 6

11th day of May

L. &amp; S. ref. No. P 92

1981, at 2.26 o'clock pm

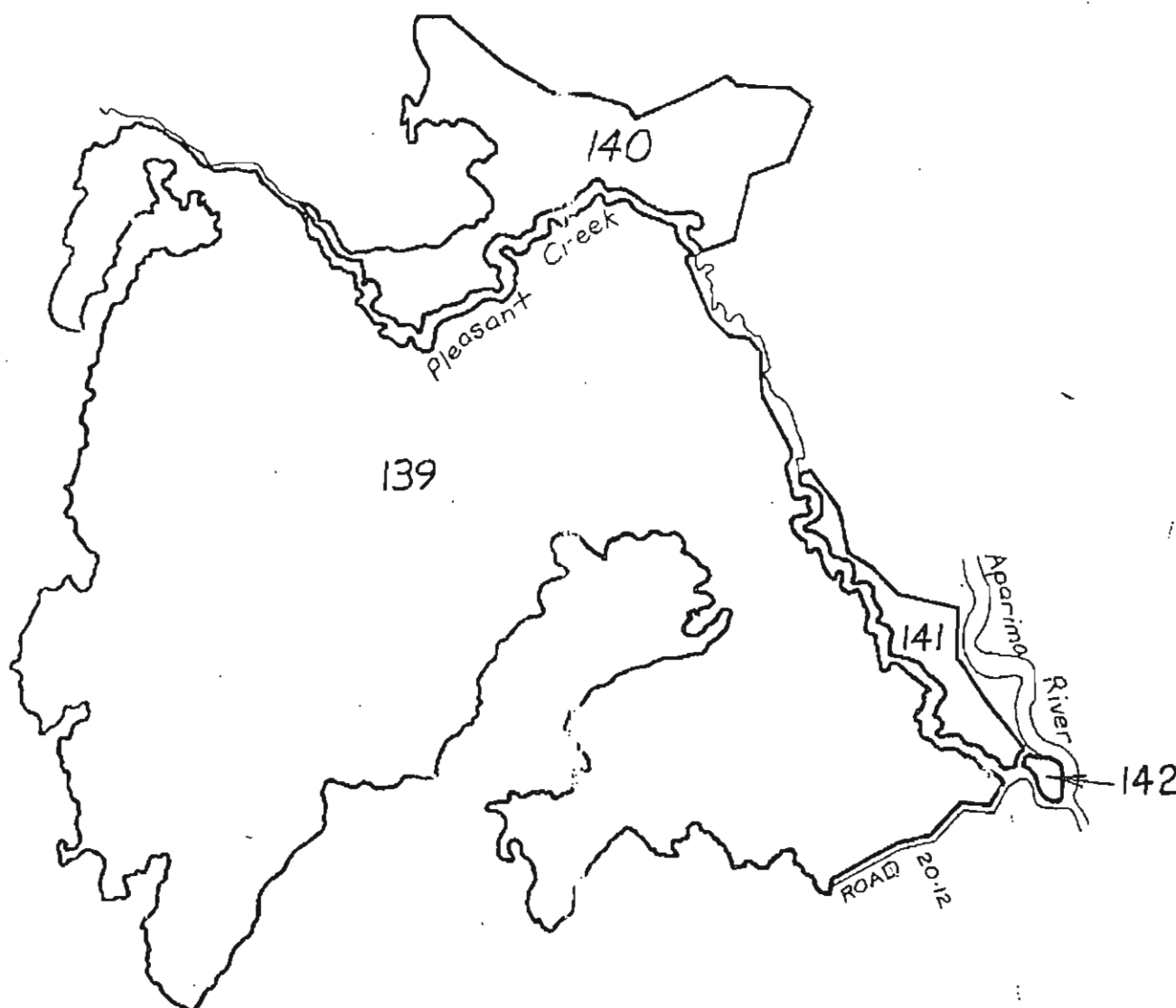
**Pastoral Lease under the Land Act 1948**

ISSUED PURSUANT TO SECTION 93 OF THE LAND ACT 1948 ON THE SUBDIVISION OF PASTORAL LEASE NO. 27.

**This Deed**, made the 3rd day of December 1981 between HER MAJESTY THE QUEEN (hereinafter referred to as "the Lessor") of the one part, and BEAUMONT STATION LIMITED, a duly Incorporated Company having its registered office at Invercargill

(hereinafter referred to as "the Lessee"), of the other part: WITNESSETH that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained and implied, and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee, all that parcel of land containing by estimation 1137.8200 hectares more or less, situated in the Land District of Southland, and being Sections 139, 140, 141 and 142, Block I, Wairaki Survey District

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



SO 10362  
E. M. M.

Total Area 1137.8200 ha

7A 6171  
CANCELLED

7A 6171  
7A 6171

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

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

AND it is hereby declared and agreed that these presents are intended to take effect as a Pastoral Lease of pastoral land under Section 66 of the Land Act 1948, and the provisions of the said Act and of the regulations made thereunder applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

## N11

Address: 11111 1st St, N, NE, Seattle, WA 98105, USA

## Director

7A/617.

051308.1 Land Improvement Agreement under  
the Soil Conservation and Rivers Control  
Amendment Act 1959 - 8.10.1979 at 1.40 p.m.

*Wab*

A.L.R.  
106128.4 Surrender of the within lease  
- 11.5.1984 at 2.26 p.m.

*Wab*

A.L.R.  
Renewable Lease 7A/618 issued for the  
within land

*Wab* A.L.R.

CANCELLED, Duplicate Destroyed





# COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952



R.W. Muir  
Registrar-General  
of Land

## Historical Search Copy

Identifier **SL206/5**  
Land Registration District **Southland**  
Date Registered 05 March 1959 12:00 am

Type	Lease under s82 Land Act 1948	Term	33 years commencing on the 1st day of July 1957 and renewed for a further 33 years commencing 1.7.1990
Area	3277.9537 hectares more or less		

Legal Description Run 559

Original Proprietors

Struan William Minty

### Interests

Appurtenant herein is a right of way over part Run 560

16268 047326.1 Land Improvement Agreement pursuant to Soil Conservation and Rivers Control Amendment Act 1959 - 11.6.1979 at 1.47 pm

✓126572.1 Memorandum of Variation of the terms of the within lease - 31.1.1986 at 2.00 pm

16270 179721.1 Variation of the within lease renewing the term for a further 33 years commencing on 1.7.1990 and increasing the annual rental to \$1,200.00 and the rental value to \$80,000.00 - 27.9.1990 at 10.40 am

16273 215824.3 Forestry Right pursuant to the Forestry Rights Registration Act 1983 to Bradley & Whiting Farming Company Limited commencing on 8.9.1993 and expiring on 30.9.2030 - 20.12.1993 at 11.00 am

252297.8 Mortgage to Bank of New Zealand - 26.8.1997 at 10.30 am

# REGISTER+

Image Quality due  
to Condition  
of Original

Ums. 200,000,000

became HIS MASTER. THE KING, however, did not

\* together with a  
right-of-way over  
part of Run 560  
Takatinu S.D.

Run 557 h/n. raku

Summary: *Disinfectant*

Original of 206/5  
sighted 9/10/01

9

AND the lower data clearly confirm what we found in 1996, that the more

- [illegible]

ANR is highly accurate and does not incur a large time overhead. For example,

- [illegible]

206/5

$$\begin{array}{r} 206 \\ 6 \overline{) 1236} \end{array}$$

[illegible]

business practice. Responding to the Census and Census Professionals in the 1990s.

In witness whereof, I have hereunto set my hand and the seal of the Court, this 14th day of December, 1901.

Signed by the said Undertaker, on behalf of the Lessee, in  
the presence of:-

Name: \_\_\_\_\_  
 Occupation: \_\_\_\_\_  
 Address: \_\_\_\_\_

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

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

University of Georgia Libraries

1834.

2.0 1'4-43 -515-

(f) That the Loans shall be deemed not to have failed to be made here in violation of the laws of the State of New York or of the stock laws of the said State, while in the said period, they are covered by said check and 55 cents (being an amount of ten per cent on the proceeds of the sale of the stock in the market) less the sum of ten cents payable by said company to the State, to defray the cost of the purchase of the stock, to be paid to the said company or agent, to be paid to the said company or agent, until be subject to conversion to a loan by the said company or agent, and the said company or agent, to the said company or agent, any violation committed by the said company or agent not affect the validity of the said conversion.

In witness whereof the said insured... John Smith, for the said Estate of Bradford, on behalf of the Executor, made hereunto set his hand, and these presents have also been attested by the insured.

SIGNED by the Journalist here, on behalf of the Editor, in the presence of:

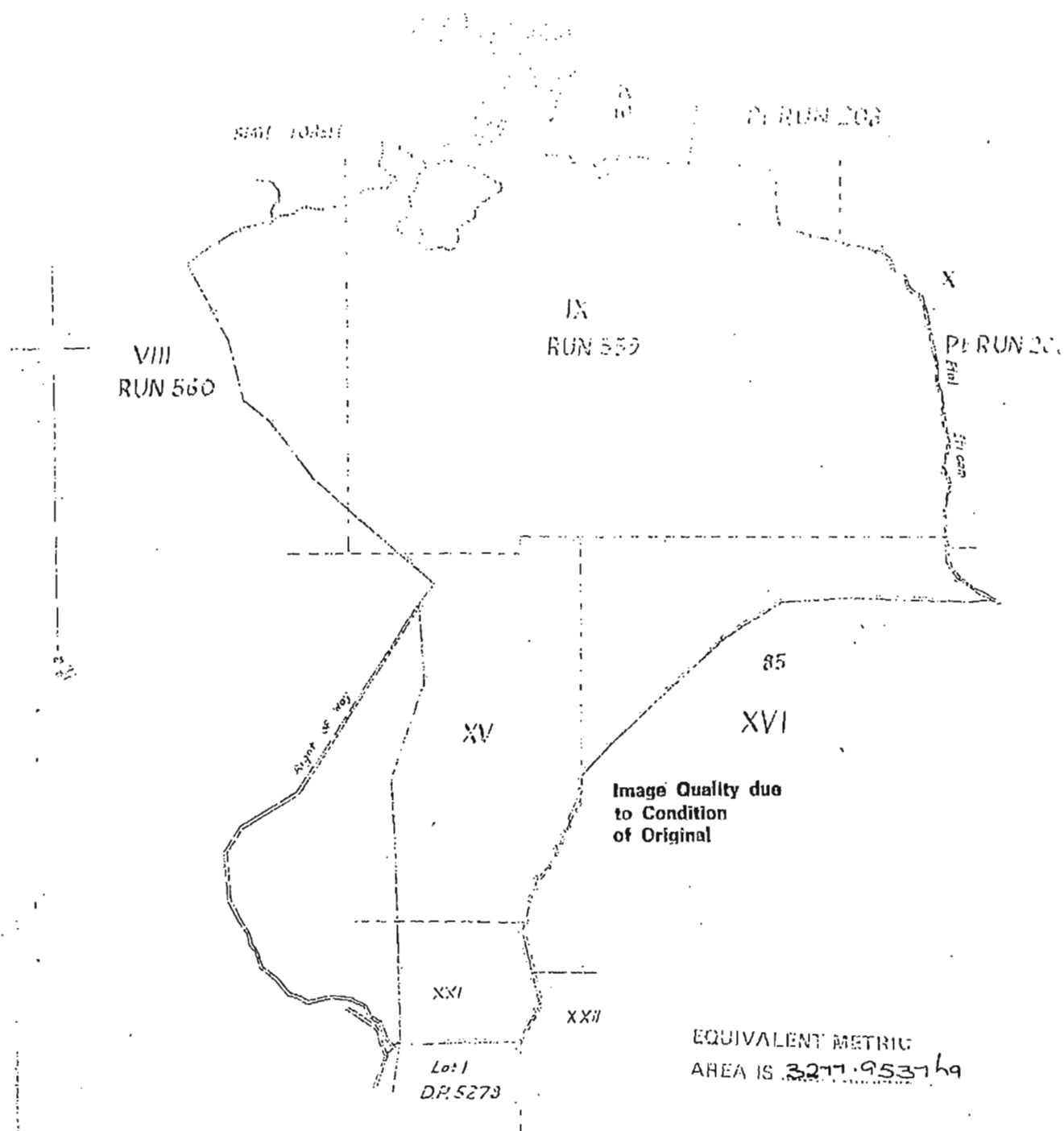
Witness: *John H. Holt*  
Comptroller: *Samuel J. Glick*  
Address: *Longwood*

צוה"מ 1577 by the Shema Fund in London, in the name of -

Witness: WILLIAM H. HARRIS  
 Designation: SECRETARY  
 Address: 1000 - 10th Avenue, S.W.  
Albuquerque, New Mexico

7/2/66  
OFFICE OF THE ATTORNEY GENERAL

*[Signature]*





7. 126534 After 1964 Production 2 hours  
under 1350000 1964 1964 1964  
12 3 1052 and 1514: time rendered 5:55 and  
10.25 a.m.

18 SEP. 1964

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DISCHARGED  
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9.11.1978  
Revised

210034  
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22591  
DISCHARGED  
29 OCT 1993  
127495.2

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error

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THIS INFORMATION IS A REPRODUCTION OF  
CERTAIN INFORMATION CONTAINED IN  
SECTION 11 OF THE OFFICIAL INFORMATION ACT 1982.  
D.L.R.

127495.9

037994.1 Mortgage to Rural Banking  
and Finance Corporation of  
New Zealand 16.8.1978 at 12.07 p.m.

A.L.R.

127495.10

037994.2 Mortgage to Rural Banking  
and Finance Corporation of  
New Zealand 16.8.1978 at 12.08 p.m.

A.L.R.

127495.11

039230.1 Mortgage to Her Majesty  
the Queen under the Marginal  
Lands Act 1950 21.9.1978 at  
10.22 a.m.

A.L.R.

127495.7

047326.1 Land Improvement Agreement  
under the Soil Conservation and  
Rivers Control Amendment Act 1950  
11.6.1979 at 1.47 p.m.

A.L.R.

127495.12

054485.1 Mortgage to Rural Banking  
and Finance Corporation of New Zealand  
1.2.1980 at 10.04 a.m.

A.L.R.

054485.2 Variation of Mortgage  
270826 1.2.1980 at 10.05 a.m.  
(with consent of Mortgagee under  
mortgages 200402 212033, 039230.1)

A.L.R.

054485.3 Variation of Mortgage  
270824 1.2.1980 at 10.04 a.m.  
(with consent of mortgagee under  
mortgages 200402, 212033, 039230.1)

Error 100

A.L.R.

081469.1 Variation of Mortgage 037994.1  
8.4.1982 at 9.34 a.m.

A.L.R.

081469.2 Variation of Mortgage 054485.1  
8.4.1982 at 9.34 a.m.

A.L.R.

127495.13

089625.1 Mortgage to Rural Banking and  
Finance Corporation of New Zealand  
25.11.1982 at 2.52 p.m.

A.L.R.

OVER

206/5

05 56.1 Variation of Mortgage 054485.1  
26.1.1983 at 10.36 am

*[Signature]*

A.L.R.

114104.1 Transfer of a one half share to Alma  
of Ohai Married Woman  
Olive Fraser / 14.12.1984 at 2.34 p.m.

*[Signature]*

A.L.R.

119864.1 Evidence of the change of name of the  
mortgagee in mortgage 282443 to Prestons  
Solicitors Nominee Company Limited - 26.6.1985  
at 2.47 p.m.

*[Signature]*

A.L.R.

126572.1 Memorandum of Variation of the terms  
of the within Lease - 31.1.1986 at 2.00 p.m.

*[Signature]*

A.L.R.

Pursuant to Section 4 of the Rural Banking  
and Finance Corporation Amendment Act  
1982 mortgages 200403, 212034 and 093230.1  
were vested in the Rural Banking and  
Finance Corporation of New Zealand -  
3.3.1986 at 2.25 p.m.

*[Signature]*

A.L.R.

127495.14 Transfer to Bradley & Whiting  
Farming Company Limited at Ashburton  
- 3.3.1986 at 2.25 p.m.

*[Signature]*

A.L.R.

127495.15 Mortgage to Alan Grange Fraser  
and Alma Olive Fraser - 3.3.1986 at  
2.25 p.m.

187039.4

DISCHARGED  
30  
45139.1

DISCHARGED  
22 AUG 1987  
A.L.F.

A.L.R.

127495.16 Mortgage to Trusteebank Southland  
- 3.3.1986 at 2.22 p.m.

A.L.R.

143733.2 Mortgage to Wrightson NMA Limited  
- 21.8.1987 at 11.04 a.m.

DISCHARGED  
30 MAY 1991  
A.L.R.

A.L.R.

152929.1 Transfer of mortgage 143733.2  
to Wrightson Farmers Finance Limited  
at Wellington - 1.7.1988 at 11.35  
a.m.

*[Signature]*

A.L.R.

179721.1 Variation of the within Lease  
renewing the term for a further 33  
years commencing on 1.7.1990 and  
increasing the annual rental of  
\$1,200.00 and the rental value of  
\$80,000.00 - 27.9.1990 at 10.40 a.m.

*[Signature]*

A.L.R.

187039.5 Mortgage to The Rural Bank  
Limited - 30.5.1991 at 10.45 a.m.

DISCHARGED  
20 DEC 1993

*[Signature]*

A.L.R.

187039.6 Mortgage to Brightlingsea Dock  
and Wharfage Company Limited -  
30.5.1991 at 10.45 a.m.

DISCHARGED  
10 FEB 1994

*[Signature]*

A.L.R.

215824.3 Transfer granting Forestry  
Rights pursuant to the Forestry Rights  
Registration Act 1983 over part of the  
land herein to George Stanley Brown  
commencing on 8.9.1993 and expiring on  
30.9.2030 - 20.12.1993 at 11.00 a.m.

*[Signature]*

A.L.R.

215824.4 Transfer to Struan William  
Minty of Beaumont Station farmer and  
Nigel George Alexander Minty of Orawia  
farmer as tenants in common in equal  
shares - 20.12.1993 at 11.00 a.m.

*[Signature]*

A.L.R.

215824.6 Mortgage to Wrightson Farmers  
Finance Limited - 20.12.1993 at 11.00  
a.m.

DISCHARGED  
26 AUG 1994

*[Signature]*

*[Signature]*

A.L.R.

The above memorial of discharge of  
Forestry Encouragement Agreement 235919  
has not been endorsed on the  
outstanding copy of Forestry  
Encouragement Agreement 235919  
production of same having been  
dispensed with - 27.4.1994 at 9.00 a.m.


*[Signature]*

A.L.R.

O V E R

206/5


217298.1 Transfer of Forestry Rights Agreement  
215824.3 to Bradley & Whiting Farming  
Company Limited - 17.2.1994 at 10.50  
a.m.

  
A.L.R.

252297.8 Mortgage to Bank of New  
Zealand - 26.8.1997 at 10.30

  
for DLR

270058.1 Transfer of the  $\frac{1}{2}$  share of  
Nigel George Alexander Minty to Struan  
William Minty - 8.12.1999 at 2.35

  
for RGL

11 ~~4.1 Evidence of the change of name~~  
of the mortgagee in mortgage 282443 to  
Peatons Solicitors Nominee Company Limited  
26.6.1985 at 2.47 p.m.

~~A.I.R.~~

**John S Kirk**

---

**From:** loladmin@linz.govt.nz  
**Sent:** Wednesday, 29 August 2001 14:52  
**To:** john.kirk@opus.co.nz  
**Subject:** ARDROSS



Image for Titles -  
SL206-5 - H...

The following images are delivered to you:  
Image for Titles - SL206-5 - Historic Title

**REGISTER**

Entered in the Register-book

L. & S.—B. 4

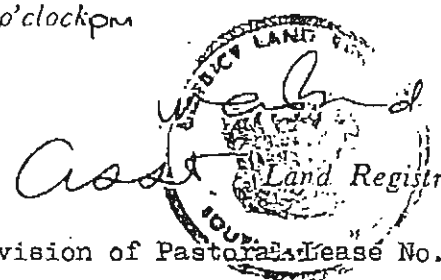
Formel Part  
Ref. Vol. 206 fol. 6

NEW ZEALAND

11<sup>th</sup> day of MAY

L. & S. Ref. No. P 91

1984, at 2.26 o'clock pm

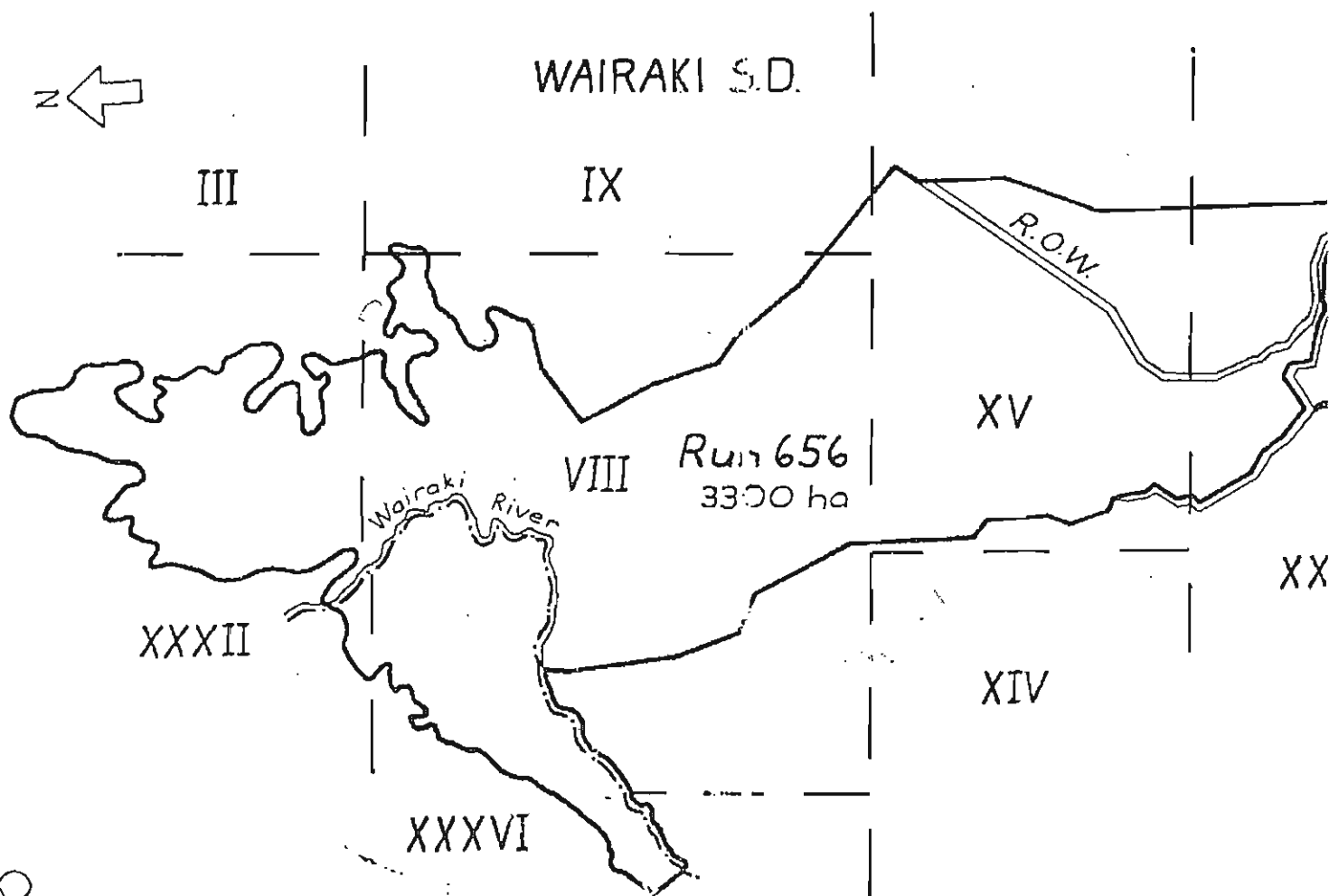


## Pastoral Lease under the Land Act 1948

ISSUED PURSUANT TO SECTION 93 of the Land Act 1948 on the subdivision of Pastoral Lease No.

**This Deed**, made the 3rd day of December 1981 between HER MAJESTY THE QUEEN (hereinafter referred to as "the Lessor") of the one part, and BEAUMONT STATION LIMITED, a duly Incorporated Company having its registered office at Invercargill

(hereinafter referred to as "the Lessee"), of the other part: WITNESSETH that, in consideration of the hereinafter reserved, and of the covenants, conditions, and agreements herein contained and implied, on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto Lessee, all that parcel of land containing by estimation 3300 hectares more or less, situated in the Land District of Southland, and being Run 656, situated Blocks XXXII, XXXVI, Takitimu Survey District and Blocks II, VIII, IX, XV and XXI, Wairaki Survey District as the same is more particularly delineated with bold black lines on the plan hereon; together with the ri



1. That without derogating from or restricting the covenants contained and implied in this lease and on part of the Lessee to be performed or complied with the Lessee will not at any time during the said term pasture on the land hereby demised more than 1995 sheep ~~which number shall not include more than one breeding ewe~~ nor more than 85 cattle ~~which number shall not include more than one~~ ~~breeding cow~~ PROVIDED HOWEVER that the Lessee may with the prior written consent of the Land Settlement E carry such additional stock on such terms and conditions as may therein be specified subject nevertheless to right of the Land Settlement Board to revoke or vary such consent at any time.

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

THAT pursuant to the provisions of the Noxious Animals Act 1956 officers and employees of the New Zealand Forest Service and other authorised persons shall at all times have a right of ingress, egress, and regress over land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums, or other animals which the said Service is charged with the duty of terminating or controlling, or for the purpose of destroying any such animals: Provided that such officers, employees, and other authorised persons in the performance of the said duties shall at all times avoid any disturbance of the Lessee's stock.

AND it is hereby declared and agreed that these presents are intended to take effect as a Pastoral Lease of pas-  
land under Section 66<sup>92</sup> of the Land Act 1948, and the provisions of the said Act and of the regulations made th-  
under applicable to such leases shall be binding in all respects upon the parties hereto in the same manner  
such provisions had been fully set out herein.

IN WITNESS WHEREOF the Commissioner of Crown Lands for the said Land District, on behalf of the Lessor, has hereunto set his hand, and these presents have also been signed by the said Lessee.

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

Witness: \_\_\_\_\_

Occupation: clerk, Department of Census, Survey

Address: Intermodal

THE COMMON SEAL of BEAUMONT STATION  
LIMITED was hereunto affixed

Signed by the above named ~~husband~~ in the presence of—

Commissioner of Crown Lands.



7A/616

051308.1 Land Improvement Agreement under the Soil Conservation and Rivers Control Amendment Act 1959 - 8.10.1979 at 1.40 p.m.

*Ward*

A.L.R.

108283.1 Transfer to Struan William Minty of Beaumont Station farmer (as to an undivided one-half share) and Lynette Rae Minty of Beaumont Station married woman, Thomas McNeil Pryde of Invercargill solicitor and John Gordon Minty (Jnr) of Mossburn farmer (as to an undivided one-half share) (jointly interest) as tenants in common in the said shares - 11.7.1984 at 2.50 p.m.

*Ward*

110852.1 Mortgage to Macdonald & Bayley Nominees Limited - 27.7.1984 at 2.18 p.m.

DISCHARGED  
26 AUG 1985

*Ward*  
A.E.R.  
173444-1

A.L.R.

110953.1 Mortgage to Rural Banking and Finance Corporation of New Zealand - 19.9.1984 at 2.31 p.m.

DISCHARGED  
9 APR 1990

A.L.R.

115471.2 Variation of Mortgage 110953.1 - 14.2.1985 at 2.28 p.m.

A.L.R.

120276.2 Mortgage to Rural Banking and Finance Corporation of New Zealand - 8.7.1985 at 2.12 p.m.

DISCHARGED  
26 AUG 1989

for DLR

A.L.R.

120276.3 Memorandum of Priority making mortgages 120276.2 and 110953.1 first and second mortgages respectively - 8.7.1985 at 2.16 p.m.

A.L.R.

*Ward*

A.L.R.

130287.2 Variation of mortgage 110953.1 - 9.6.1986 at 2.11 p.m.

*H.King*

A.L.R.

142071.1 Mortgage to Rural Banking and Finance Corporation of New Zealand - 1.7.1987 at 1.48 p.m.

DISCHARGED  
26 AUG 1991

for DLR

A.L.R.

171386.1 Transfer of the one half share of Lynette Ray Minty, Thomas McNeil Pryde and John Gordon Minty (Jnr) to Struan William Minty abovenamed - 12.2.1990 at 11.06 a.m.

*H.King*  
A.L.R.

DISCHARGED

202440.1 Mortgage to Wrightson Farmers Finance Limited - 5.10.1 at 10.46 a.m.

26 AUG 1997  
for DLR

*H.King*  
A.L.R.

225287.1 Variation of the within renewing the term for a further 3 years commencing on 1.7.1990 and increasing the annual rental of \$2,212.50 and the rental value of \$147,500.00 - 20.10.1994 at 11.00

*H.King*  
A.L.R.

182820.1 Change of Name of the mortgagee in Mortgages 120272.2 a 142071.1 to The Rural Bank Limited - 21.12.1990 at 11.29 a.m.

*H.King*  
for I

252297.7 Mortgage to Bank of New Zealand - 26.8.1997 at 10.30

*H.King*  
for I





# COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952

Historical Search Copy



R. W. Muir  
Registrar-General  
of Land

**Identifier** SL7A/616  
**Land Registration District** Southland  
**Date Registered** 11 May 1984 02:26 pm

**Prior References**  
SL206/6

Type	Area	Term
Lease under s83 Land Act 1948	3300.0000 hectares more or less	33 years commencing on the 1st day of July 1957 and renewed for a further 33 years commencing on 1.7.1990

**Legal Description** Run 656

**Original Proprietors**  
Struan William Minty

**Interests**

051308.1 Land Improvement Agreement pursuant to the Soil Conservation and Rivers Control Amendment Act 1959 - 8.10.1979 at 1.40 pm  
225287.1 Variation of the within lease renewing the term for a further 33 years commencing on 1.7.1990 and increasing the annual rental of \$2,212.50 and the rental value of \$147,500.00 - 20.10.1994 at 11.00 am  
252297.7 Mortgage to Bank of New Zealand - 26.8.1997 at 10.30 am

REGISTER

(L. and S. II - 1)

NEW ZEALAND

Entered in the Register-book, Vol. 206 fol. 6

SOUTHLAND

LAND DISTRICT

1957

the 5 day of March

Land Registrar.

Issued as a Renewal of (or in Exchange for) Lease  
registered in Vol. fol.

Transfer Act

1948

Pastoral Lease of Pastoral Land under the Land Act, 1948

No. P.27

Image Quality due  
to Condition  
of Original

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 JAMES ELLIOT BRUCE

LAND & DEEDS
Name: <i>Pastoral</i>
Form: <i>W. 10</i>
5-MAR-1957
Title: <i>10</i>
Fee: <i>4/12</i>
Amount: <i>493</i>

one thousand nine hundred and seven

of Beaumont Station, 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 that piece or parcel of land containing by

admeasurement Twelve thousand one hundred (12,100) acres

roads and .. perches, a little more or less,

situated in the Land District of Southland, and being

Run 560 (formerly Pt. Sec. 24 and Pt. Runs 1670 and 1671) Waikaiti

Survey District and Takiwiri Survey District:

(hereinafter referred to as "the said land"), as the same is more particularly

delineated in the plan attached hereto and therein coloured red in outline:

together with the rights, easements, and appurtenances thereto belonging. TO

HOLD the said premises intended to be hereby demise unto the Lessee for the

term of thirty-three years, commencing on the first day of July

one thousand nine hundred and fifty seven together with

the period between the date of this lease and the aforesaid first day of

July 1957

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

Southland the clear annual rent of One hundred and fifteen

pounds (£ 115.0.0 ), 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

by a deposit of

(£ ) (the receipt of which sum is hereby acknowledged) and thereafter

by (£ ) half-yearly instalments of

pounds 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 herebefore reserved at the times and in the manner herebefore 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 Southland (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, 1923.

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, 1923.

7. THAT the Lessee will clean and clear from weeds and keep open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the

Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the

water flowing therein.

8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those

specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or

remove them or any part of them.

9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land

to their full insurable value in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit

with the Commissioner every such policy and, not later than the forenoon of the day on which any such premium becomes payable, the receipt for that premium.

10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of

royalty) as the Commissioner thinks fit, fell, sell, or remove any timber, tree, or bush growing, standing, or lying on the said land, and that he will throughout the term of the lease prevent the destruction

of any such timber, tree, or bush unless the Commissioner otherwise approves:

Provided that the consent of the Commissioner as aforesaid shall not be necessary where any such timber or tree is required for any agricultural, pastoral, household, roadmaking, or building 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 purpose of complying with any of the provisions of the Napier Tussack Act, 1946, burn any tussock, scrub, fern, or grass on the said land, nor permit any

tussock, scrub, fern, or grass on the said land to be burned, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such terms

and conditions as the Commissioner may deem necessary.

12. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of ingress, egress, and regress over the land comprised in this lease for the purpose of determining

whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums, or other animals which the said Department is charged with the duty of exterminating or controlling, or for the

purpose of destroying any such animals:

Provided that such officers and employees in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.

13. That the Lessee shall exercise due care in stocking the said land and shall not overstock.

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

(a) THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil.

(b) THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 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 seed or

situated within 50 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, roadmaking, or building purposes on the said land, but not otherwise.

(c) THAT upon the expiration by effusion 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 65 (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.

206/1 CANCELLED

over



206/6

10. THAT the Lessee shall have the right of disposing of the said land.

- (b) 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) Sowing in grass any portion of the said land;

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

(f) THAT the Lessee shall receive due rate, 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 stock to be depastured on the said land during the twelve months shall not, without the prior consent of the Commissioner, exceed ~~sheep one and a half of a unit of one for a dry sheep and of one and a half for breeding ewes~~

See below

(g) THAT if the Lessee shall have New Zealand or elsewhere the said land or if he cannot be found or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied to the satisfaction of the Land Settlement Board or the Commissioner, as the case may be, or make default for not less than two months in the payment of rent, water levy, or other payments due to the Lessee, then the Land Settlement Board may, subject to the provisions of section 116 of the Land Act, 1914, declare this lease to be forfeit, and that without discharging or releasing the Lessee from liability for rent due or accruing due or for any prior breach of any covenant or condition of the lease.

(h) THAT these presents are intended to take effect as a pastoral lease under the Land Act, 1914, 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

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

on behalf of the Lessor, hath hereunto set his

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

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

Commissioner of Crown Lands

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

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

Lessee

(1) Subject to a right-of-way over part coloured yellow as shown on plan annexed hereto.

(f) That the lessee shall be deemed not to have failed to use due care in stocking, or to have overstocked so long as the number of stock depastured on the said land, while it is being farmed, does not exceed 2500 sheep and 110 cows (being an increase of ten per cent on the assessed carrying capacity of the land in this lease) but the Commissioner may by notice in writing permit the lessee to depasture thereon any greater number should he deem it advisable or expedient so to do. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.

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

SIGNED by the Commissioner, on behalf of the Lessor, in the presence of:

Witness: *L. H. Gill*  
Occupation: *Land Office Clerk*  
Address: *Invercargill*

*G. A. Lister*  
Commissioner of Crown Lands

SIGNED by the abovesigned as Lessee, in the presence of --

Witness: *W. H. Hume*  
Occupation: *clerk*  
Address: *Remuera, Invercargill*

*J. W. Fraser*  
Lessee

206/6

205170 of S. L. Love Jones  
W. Love Jones to Helen Fraser of  
Chair Charitable Women and William  
Smith of Wadhwa Farm, Auckland  
27.1.1960 at 2.15 p.m. *W. Love Jones*  
A.L.R.

205171  
Certificate by the Commissioner of  
Crown Lands increasing the annual  
rental to £230. 18.5.1965 at  
2.40 p.m. *W. Love Jones*  
A.L.R.

No. 205172 Variation of terms  
18.5.1965 at 2.40 p.m. *W. Love Jones*  
A.L.R.

Transfer 205173 to Beaumont  
Station Limited at Invercargill  
18.5.1965 at 2.40 p.m. *W. Love Jones*  
A.L.R.

Mortgage 205174 to Helen Fraser  
and William Smith (jointly inter-  
se) and James William Fraser  
in shares. 18.5.1965 at 2.40 p.m.  
*W. Love Jones*  
A.L.R.

Mortgage 211306 to Rural Banking and  
Finance Corporation of New Zealand  
1.11.1977 at 1.40 p.m. *W. Love Jones*  
A.L.R.

235749 Transmission of the share of  
James William Fraser to Helen Fraser  
of 6000 Annandale widow, and William  
Smith of Apurima Farm as executors.  
14.6.1976 at 2.25 p.m. *W. Love Jones*  
A.L.R.

250428 Transmission of Mortgage  
205174 to William Smith as  
survivor 8.4.1971 at 12.30 p.m.  
*W. Love Jones*  
A.L.R.

Variation of Mortgage 211306  
18.8.1971 at 2.58 p.m. *W. Love Jones*  
A.L.R.

255856 Caved by William Smith  
at 11.15 a.m. *W. Love Jones*  
A.L.R.

REPRODUCTION (ON A REDUCED SCALE)  
MADE TO BE A TRUE COPY OF THE  
ORIGINAL REGISTER FOR THE PURPOSES OF  
SECTION 215A LAND TRANSFER ACT 1952  
*W. Love Jones*  
D.L.R.

Variation of Mortgage 205174 30.7.1973 at  
2.15 p.m. (consent of Caveator in Caveat  
255856) *W. Love Jones*  
A.L.R.

085061.3

003336.1 Mortgage to Rural Banking and  
Finance Corporation of New Zealand  
29.7.1975 at 2.07 p.m. *W. Love Jones*  
A.L.R.

003336.2 Mortgage to James Henry  
Anderson 29.7.1975 at 2.07 p.m.  
*W. Love Jones*  
A.L.R.

024018.1 Transmission of Mortgage  
003336.2 to Margaret Jane Anderson  
and John Sydney Guise as Executors  
16.5.1977 at 9.11 a.m. *W. Love Jones*  
A.L.R.

025092.1 Variation of Mortgage 003336.1  
14.6.1977 at 1.47 p.m. *W. Love Jones*  
A.L.R.

085061.4

029526.1 Mortgage to Rural Banking and  
Finance Corporation of New Zealand  
1.11.1977 at 1.40 p.m. *W. Love Jones*  
A.L.R.

029526.4 Mortgage to Dalgety Custodian  
Limited 1.11.1977 at 1.40 p.m. *W. Love Jones*  
A.L.R.

029526.5 Memorandum of Priority making  
mortgages 029526.4, 211306, 003336.1  
and 029526.1 first, second, third and  
fourth mortgages respectively 1.11.1977  
at 1.40 p.m. *W. Love Jones*  
A.L.R.

085061.7

045684.1 Mortgage to Rural Banking and  
Finance Corporation of New Zealand  
12.4.1979 at 2.08 p.m. *W. Love Jones*  
A.L.R.

045684.2 Mortgage to Rural Banking and  
Finance Corporation of New Zealand  
12.4.1979 at 2.09 p.m. *W. Love Jones*  
A.L.R.

050683.1 Variation of Mortgage 029526.1  
18.9.1979 at 2.09 p.m. *W. Love Jones*  
A.L.R.

206/6

Of 08.1 Land Improvement Agreement  
under the Soil Conservation and  
Rivers Control Amendment Act 1959  
8.10.1979 at 1.40 p.m.

*Stich*  
A.L.R.

059537.1 Variation of Mortgage 029526.1  
10.7.1980 at 2.54 p.m.

*Greene*  
A.L.R.

059537.2 Variation of Mortgage 045684.1  
10.7.1980 at 2.55 p.m.

*Greene*  
A.L.R.

059537.3 Variation of Mortgage 045684.2  
10.7.1980 at 2.55 p.m.

*Greene*  
A.L.R.

073397.1 Variation of mortgage 029526.1  
25.8.1981 at 10.49 a.m.

*Ward*  
A.L.R.

Part of The within land is now known as Sections 139,  
140, 141 and 142 Block I Wairaki Survey District  
- 7.9.1983 at 2.13 p.m.  
See New Appellation 098417.1.

*Ward*

A.L.R.  
106128.1 Surrender of the within Lease as to  
part of Run 560 - 11.5.1984 at 2.26 p.m.

*Ward*

A.L.R.  
106128.2 Pastoral Lease 7A/616 issued for  
Run 656 - 11.5.1984 at 2.26 p.m.

*Ward*

A.L.R.  
106128.3 Pastoral Lease 7A/617 issued for  
Sections 139, 140, 141, 142 Block I Wairaki  
District - 11.5.1984 at 2.26 p.m.

*Ward*

A.L.R.

*Cancelled duplicate  
destroyed*

227924.1 New Appellation declaring part  
of the within land to be now known as  
Section 1 SO 12055 - 25.1.1995 at 9.05  
a.m.

*Jim Dolden*  
D.L.R.

7A/64

**John S Kirk**

---

**From:** loladmin@linz.govt.nz  
**Sent:** Wednesday, 29 August 2001 14:52  
**To:** john.kirk@opus.co.nz  
**Subject:** ARDROSS



Image for Titles -  
SL206-5 - C...

The following images are delivered to you:

Image for Titles - SL206-5 - Current Interests - VL 126572.1 - Image

126572.1 VL

L. & S.-B. 3

# MEMORANDUM OF VARIATION OF LEASE/LICENCE

IN THE MATTER of the Land Transfer Act 1952 and the Land Act 1948 and

IN THE MATTER of Lease/Licence No. P28

registered in Volume 206, folio 5

Southland

Land Registry, from Her

Majesty the Queen to Alan Graeme Fraser and Alma Olive Fraser

The covenants conditions and restrictions contained or implied in the above-mentioned Lease/Licence registered in Volume 206, Folio 5, Southland Land registry, are hereby varied as follows:

1. That should the lessee/licensee with the consent of the Land Settlement Board, transfer, sublet or otherwise dispose of his interest in the land affected by the said lease/licence or any part thereof to a company incorporated under the Companies Act 1955, then the following provisions shall apply:

- (a) The provisions of section 89 of the Land Act 1948, shall apply to all transfers and other dispositions of shares in such company as if such shares were interests in the said land and no share or shares in such company shall be transferred or otherwise disposed of by any shareholder without the consent of the Land Settlement Board.
- (b) The provisions of the Land Act 1948, with regard to residence shall continue to be applicable to the said lease/licence notwithstanding the transfer or other disposition to such company provided however that such provisions shall be deemed to be complied with by such company only if and when there resides on the said land a person who manages the land on behalf of such company and who has been approved in writing for that purpose by the Land Settlement Board.
- (c) A breach by the company or by any shareholder of all or any of the provisions of subclauses (a) and (b) hereof shall be deemed to be a breach of the covenants conditions and restrictions contained in the said lease/licence entitling the lessor/licensor to exercise all or any of the powers conferred upon her by the said lease/licence in such circumstances.

2. Save as hereby expressly varied all the covenants conditions and restrictions contained or implied in the said Memorandum of lessor/Licence shall remain in full force.

IN WITNESS WHEREOF the parties have hereunto subscribed their names this 16th day of June 1985.

SIGNED by the Commissioner of Crown Lands for the Land District of

acting for and on behalf of Her Majesty the Queen in the presence of:

*[Signature]*

Commissioner of Crown Lands.

Witness: *V. Waters*

Occupation: *Clerk*

Address: *Dept. Lands & Survey, Invercargill*

SIGNED by the said as lessee/licensee in the presence of:

*Alan Fraser*

*S. J. Fraser*

Lessee/Licence.

Witness: *[Signature]*

Occupation: *[Signature]*

Address: *[Signature]*

Correct for the purposes of the Land Transfer Act.

*[Signature]*

Commissioner of Crown Lands.



# CERTIFICATE OF ALTERATION

HER MAJESTY THE QUEEN { Lessor.  
Licensor.

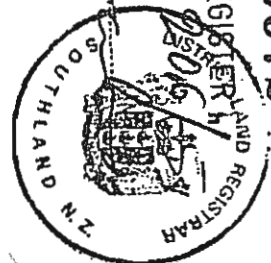
..... { Lessee.  
Licensee.

Particulars entered in the Register on the date and at  
the time recorded below.

.....  
District Land Registrar of the  
Assistant

District of .....

2.00 31.JAN86 126572-1  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY SOUTH LAND  
ASST. LAND REGISTRAR



CDE S15 - Request Manual Copy		X	
Document Type	Instrument	Request Id	16268
Reference Number	LI AGREEM 047326.1	User Id	jlkirdu
Land District	Southland	Request Date	29/08/2001
Method of Delivery	Post <b>BOX</b>	Client Reference	6NLITR.02/076YD ADDRESS
<input type="checkbox"/> Certified Copy		Status	Pending
Delivery Details			
Firm	Opus International Consultants Ltd - Dunedin		
Street	Private Bag 1913		
Town	Dunedin		
Country	New Zealand		
Postcode			
Fax Number	03 474 8995		
Fees...	OK		Cancel

Ardross Stn  
Proposed management  
1982

Key:

———— Ewes (6100)  
———— Hoggets (1500)  
..... Cows (160)  
..... Young cattle (60)

BLOCKS	HECTARES	Annual carrying capacity (Approx) SU.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	JAN.	FEB.	MARCH	APRIL
addock				6100 SU.				900 SU.						
n blocks:		/ha: Total												
ock 1 *	100	4 = 400				3050 SU.							100 SU.	
ock 2	190	2 = 380				3050 SU.							100 SU.	
ock 3	170	2 = 340					2000 SU.						100 SU.	
ock 4	220	2 = 440					2000 SU.						100 SU.	
lock 5	262	2 = 524					2100 SU.						100 SU.	
rse Hill *	65	5 = 320						2000 SU.					100 SU.	
lock 6	260	1 = 260						1000 SU.					100 SU.	
lock 7*(part)	284	3 = 850						3100 SU.					260 SU.	
lt Rouse	555	15 = 830				960								
lock 8	555	2 = 1100											3050 SU.	
lock 9	722	1080						240 SU.					3050 SU.	
AOSTD Blocks.														

K<sub>2</sub>CO<sub>3</sub>

2000

Weather (860)

Hoggets (980)

Cows (.53)

Young cattle (50)

for age

(10) Final Agreement and Conditions

The runholder will sign a legal agreement which binds him to grazing of cattle only on Mt. Rouse for five years and also the usual fence maintenance requirements. The agreement will be registered against the title.

(11) Programme Preparation

Prepared by: F. Sutherland - Soil Conservator

Assisted By:     A. Mason - Lands and Survey Department  
                       G. Fraser - Runholder  
                       L. Thomson - Ministry of Works and Development.

7/11/90

locks

in blocks

rd Boy-

Rouse

Centre Hill

(7) Proposed Management

During the period of the plan the Merino ewes will be entirely replaced by Perendales, cattle numbers will remain stable. As the effects of over-sowing become apparent further sheep increases will be possible and an increase in the order of 2,700 s.u. is envisaged.

The enclosed chart shows the proposed grazing management of the newly created blocks, this will vary however as the response of the various blocks to A.O.S.T.D. is yet to be ascertained.

(8) Specifications and unit costs

8.1 Specifications

(a) Fences to be of the following minimum standard: (Per 20m or 1 chain)

One Tenth	Strainer
Four	Treated wooden posts or iron standards
One x	No. 8 plain wire
Six x	No. 12½ g. H.T. plain wire
Sixteen	Tie wires or equivalent
	Tie downs etc. as required.

(b) Stock ponds to have a wall of the following approximate dimensions:-

Height :	2m
Width :	3m (top)
Length :	20m

Wall to be compacted by dozer at .6 metre intervals. Wall to be surface sown with grass and clover for stability. Both to be constructed in dry gullies clear of watercourses.

8.2 Cost Estimate

(a) <u>Fences</u>	<u>Per Km</u>	<u>Per Chain</u>
Materials	\$ 900.00	\$18.00
Labour	\$ 700.00	\$14.00
Transport etc.	\$ 400.00	\$ 8.00
	<u>\$2,000.00</u>	<u>\$40.00</u>

(b) Ponds (Per Pond)

Bulldozing : 10 hrs at \$25.00 = \$250.00

(9) Economics

Initially the local share of the costs will be financed from an already approved Rural Bank development loan. (\$11,000.00 for fencing, \$9,000.00 for A.O.S.T.D.). As the plan progresses later development will be financed out of income.

*[Handwritten signature]*

BLOCKS  
1 blocks  
n blocks  
A Bog  
Rouse  
ntre Hill

S.W.C.P. 21 - ARDROSS STATION

SECOND 5 YEAR PROGRAMME

YEAR	JOB NO.	WORK	ESTIMATE (PLUS 10% CONTINGENCIES)	PLUS 30% SERVICE CHARGE	SUBSIDY RATE	SUBSIDY	FARMERS SHARE	Net Return to farm
1	1	Erosion Control fence C-D	1.8km @ \$2,000 = \$ 3,600.00 + 10% = \$ 3,960.00	\$5,150	1:1	\$ 2,575	\$ 2,575	35%
	2	Protection fence K-L	0.6km @ \$2,000 = \$ 1,200.00 + 10% = \$ 1,320.00	\$ 1,715	2:1	\$ 1,142	\$ 1,142	56%
	3	Protection fence M-N	1.4km @ \$2,000 = \$ 2,800.00 + 10% = \$ 3,080.00	\$ 4,000	2:1	\$ 2,662	\$ 2,662	56%
Year 1 Total			\$ 8,360.00	\$10,865		\$ 6,379	\$ 4,486	
2		Non subsidised Fencing	2.2km @ \$2,000 = \$ 4,400.00 + 10% = \$ 4,850.00				\$ 4,850	Nil
		Non subsidised AOSTD	100ha @ \$80.00 = \$ 8,000.00 + 10% = \$ 8,000.00				\$ 8,800	Nil
Year 2 Total			\$13,650.00				\$13,650	
3	4	Protection fence O-P	3.4km @ \$2,000 = \$ 6,800.00 + 10% = \$ 7,490.00	\$ 9,740	2:1	\$ 6,480	\$ 3,260	56%
	5	Stock ponds X and Y	2 @ \$250.00 = \$ 500.00 + 10% = \$ 550.00	\$ 715	1:1	\$ 358	\$ 357	35%
Year 3 Total			\$ 8,040.00	\$10,455		\$ 6,838	\$ 3,616	
4	6	Retirement fence A-E	1.3km @ \$2,000 = \$ 2,600.00 + 10% = \$ 2,860.00	\$ 3,720	Grant	\$ 3,720	-	100%
Year 4 Total			\$ 2,860.00	\$ 3,720		\$ 3,720		
5		Non subsidised fencing	6.4km @ \$2,000 = \$12,800.00 + 10% = \$14,100.00	-	-	-	\$14,100	Nil
		Non subsidised AOSTD	165ha @ \$80.00 = \$13,200.00 + 10% = \$14,500.00				\$14,500	Nil
Year 5 Total			\$28,600.00				\$28,600	
Totals:				\$25,0		\$16,937	\$50,352	

Farmers share of subsidised work: \$8,102.00

the Hill  
House  
d. Bog  
n blocks  
locks  
BLOCKS

11-41 2124



	1967	1978
Stock Units =	<u>3,161</u>	<u>5,088</u>
Area =	3,475ha	su/ha = 1.7
Lambing percentage now averages 90% compared with 70% in 1967		

#### 1.4 Description of Property

For details of location, tenure, physical features etc. see the text of the original plan.

#### 1.5 Conservation Problems

##### 5.1.1 Problems for the runholder

The runholder wishes to undertake a programme of pasture improvement and intensification of landuse on the run country. The programme will involve fencing and oversowing on the newly created blocks. The problems involved in this programme are:-

- (a) Ensuring that the blocks being created are on areas of similar potential so that erosion is not accelerated.
- (b) The existence of two steep rocky areas (Mt. Rouse and Centre Hill) where natural erosion coupled with accelerated sheet and scree erosion pose a problem for utilization in the intensification programme.
- (c) The provision of adequate water supply on one of the higher proposed blocks.

##### 5.1.2 Problems from the Soil and Water Conservation View

The property includes the higher parts of the Wairaki hills and includes part of the headwaters of the Wairaki and Aparima rivers. That portion of the property within the Aparima catchment will fall within the proposed Aparima Catchment Control Scheme. The problems for water and soil are:-

- (a) The need to maintain a sound vegetative cover on the headwater areas to prevent any deterioration in the low flow characteristics of the Wairaki and Aparima rivers. This cover should include native tussock species which have been demonstrated elsewhere (e.g. Mark and Rowley's work on the Rock and Pillar Range) to have excellent water production qualities.
- (b) The need to stabilize the areas of accelerated sheet and scree erosion on the steeper west and north facing slopes of Mt. Rouse and Centre Hill. These slopes contribute detritus to the streams and represent areas of potential national production loss.
- (c) Smaller areas of soil loss due to sheet and wind erosion exist on the easier country, especially in the headwaters of the Wairaki river.

#### 1.6 Conservation Programme

The Conservation programme will fit in with the planned development by (1) subsidising fences where they have erosion control value; (2) providing the means by which the more seriously eroded areas can be fenced off and managed according to a specific plan; and (3) assisting with the

BLOCKS  
docks  
n blocks  
d Bog  
Rouse  
ntre Hill



# SOUTHLAND CATCHMENT BOARD

143 SPEY STREET, INVERCARGILL, N.Z.

TELEPHONE : 89-129

SOIL AND WATER CONSERVATION PLAN - NO. 21

H.G. FRAZER : ARDROSS STATION, OHAI, SOUTHLAND

SECOND FIVE YEAR PROGRAMME - NOVEMBER 1978

## 1.1 Introduction

S.W.C.P. No. 21 was approved on 22nd of March 1968 at an estimated total cost of \$5,457.00, subsidy \$2,182.00. Approval by Soil Council was given with the proviso that the Board negotiate a more comprehensive plan as the financial circumstances of the runholder allowed.

The runholder has now finished the first 5 year programme and is in a position to undertake further development. The 2nd five year programme that follows is a result of a joint inspection and discussions with the runholder and the Lands Department field officer.

### 1.2 Review of first 5 year Programme

Work Completed

<u>Job</u>	<u>Total Cost</u>	<u>Subsidy</u>
Conservation fence A-B (2.7km) }		
Cattle Proofing E-F (1.2km) }	\$2,376.00	\$ 950.00
Cattle Proofing G-H (2.3km)	\$2,840.00	\$1,420.00
		<u>\$2,370.00</u>

The first 5 year programme allowed the subdivision of the run into three large blocks which represents considerable improvement from the original total lack of subdivision. Some degree of stock control is now possible but the blocks remain too large for improvement by oversowing and topdressing. As was envisaged in the programme, cattle numbers have increased and burning for control of the vegetation can now be reduced.

### 1.3 Production

There has been an improvement in production from the run, as is indicated by the following stock figures:

<u>1967</u>		<u>1978</u>		Stock Units
		Wethers	= 860 (Merinos)	690
Ewes	= 2,321	Ewes	= 2,520 (Perindales)	2,520
Hoggets	= 687	Hoggets	= 980	590
Others	132	Others	= 170	120
	<u>3,131</u>		<u>4,350</u>	<u>3,920</u>
Cows	= 30		153	968
Other Cattle	= 33		50	200
	<u>63</u>		<u>203</u>	<u>1,168</u>

blocks  
blocks  
A Bog.  
Rouse  
Fre Hill

- 2 -

Freehold

Lot 1 D.P. 5278 being Pt. Sec. 3, Blks XXI and XXVII Wairaki S.D. 202.2416ha  
Total Area: 3480.3116ha

THE SECOND SCHEDULE

PART 1

The Conservation proposals, subsidies and conditions are found in the Soil and Water Conservation Plan No. 21 a copy of which is attached hereto.

PART II

<u>Farming Practices</u>	<u>Period during which Practices are to be applied</u>	<u>Conditions</u>
<u>Fencing</u>	For the term of any Crown Lease or licence issued over the property described in the First Schedule here- to or for a period of thirty years (30 years) after freehold title is obtained.	To be maintained in a stockproof con- dition.
<u>Grazing</u>	For a period of five years (5 years) from the date of signing.	On the Mount Rouse Block which is bounded by fences O-P, N-M, and L-K. Cattle only to be grazed.
<u>Retirement of Land</u>	Permanent	Land to be removed from lease with grazing rights surrendered.

IN WITNESS WHEREOF these presents have been executed the day and year herein- before written.

Signed by the above named )  
in presence of )

SIGNED BY

and by

~~Member of the Southland Catchment Board~~  
on behalf of and by direction of the Board

In the presence of:

*A. G. Fraser*

*F. M. Sutherland*

*P. K. K. K.*

*[Signature]*

I hereby certify that this is a true and correct copy of the Land Improvement Agreement dated May 1979 made between ALAN GRAEME and the SOUTHLAND CATCHMENT BOARD.  
Secretary to SOUTHLAND CATCHMENT BOARD.  
the  
of

LEGAL AGREEMENT

AN AGREEMENT made this 18 day of May One thousand nine hundred and seventy ~~one~~ BETWEEN SOUTHLAND CATCHMENT BOARD constituted under the Soil Conservation and Rivers Control Act 1941 (hereinafter called "the Board") of the one part AND Alan Graeme Fraser of Ohai.

Sheepfarmer (hereinafter called "the Owner" which expression shall where the context so admits or implies include his executors, administrators and assigns) of the other part.

WHEREAS the Owner has a lease and freehold of the land described in the first schedule hereto (hereinafter called "the said land").

AND WHEREAS pursuant to the subsection (3) of Section 30 of the said Act as amended by the Soil Conservation and Rivers Control Amendment Act 1959 the Board is duly authorised to make payments as grantor to the Owner for the purposes of the agreement specified upon terms and conditions in conformity with the Subsection (as so amended).

NOW THIS AGREEMENT WITNESSETH and IT IS HEREBY AGREED AND DECLARED as follows:-

1. The Owner in consideration of the subsidy at the rate or rates set forth in the second schedule hereto hereinafter agreed to be paid or credited to him by the Board DOth HEREBY AGREE within or during (as the case may be) the periods specified in such second schedule to carry out the works and farming practices set out in Parts I and II thereof respectively.
2. The Board in consideration of the agreements herein contained to be observed and performed on the part of the Owner shall pay or credit to the Owner a subsidy at the rate or rates set forth in Part I of the second schedule hereto as payable if such works are completed to the satisfaction of the Board within the periods specified in such part.
3. If the Owner shall make default in the observance or performance of any covenant on his part hereinbefore contained and such default shall continue for a period of fourteen days after written notice thereof has been served on the Owner by the Board setting out the nature of such default and requiring the Owner to remedy the same then the Owner shall within seven days of demand being made on them by the Board pay to the Board the amount expended by the Board on the works up to the date of such default and such amount shall be recoverable by the Board in accordance with the provisions of Section 30A of the Soil Conservation and Rivers Control Act 1941.
4. The Owner shall permit the officers, servants and agents of the Board at any time by day to enter upon the said land to ascertain whether the Owner has complied with their obligations hereunder, provided that the Board shall first give not less than 24 hours notice of its intention so to do to the Owner.

THE FIRST SCHEDULE

Description of Property

Pastoral Leasehold

Run 559 Wairaki S.D. .... 3278.07ha

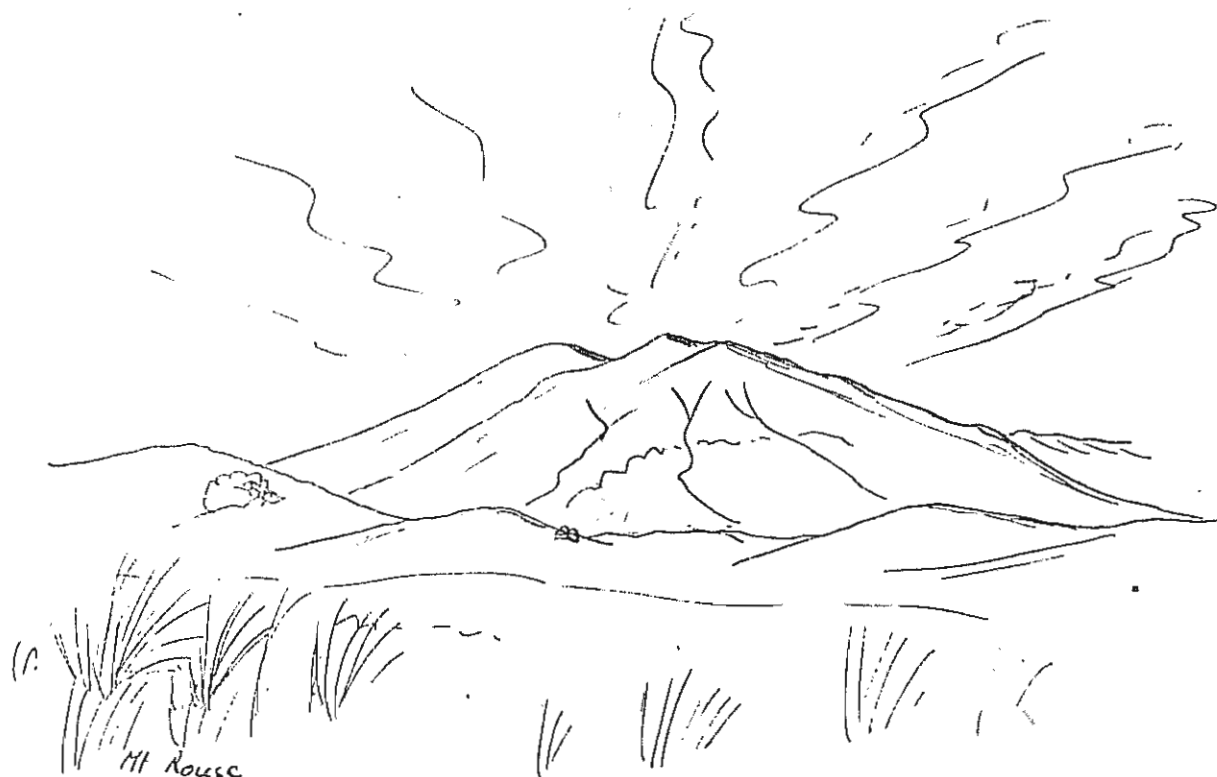
*F.M. Southland*  
*A.G. Fraser*

# SOIL AND WATER CONSERVATION

PLAN No. 21

ARDROSS STN ~ OHAI

Second five year programme.



Mt. Rouse.

047326-1

206/5

198/142

DISTRICT OF REGISTRY  
INVERCAIGIL NO. 2



APPLICATION FOR REGISTRATION OF A LAND IMPROVEMENT AGREEMENT  
UNDER THE SOIL CONSERVATION AND RIVERS CONTROL AMENDMENT ACT 1959

TO: The District Land Registrar,  
Invercargill.

PURSUANT to the provisions of the Soil Conservation and  
Rivers Control Amendment Act 1959 I ALASTAIR JOHN MCKELLER  
of Invercargill, Secretary, an authorised officer in relation  
to the Land Improvement Agreement made with Southland Catchment  
Board DEPOSIT HERewith a duplicate of a Land Improvement  
Agreement duly certified by me AND I CERTIFY that the  
Agreement is one that may be registered against the land  
hereinafter described AND I HEREBY APPLY for the registration  
of the Agreement against the land.

LAND AFFECTED BY REGISTRATION.

Name: ALAN GRAEME FRASER  
Situation: Ardross Station, Wairaki Survey  
District  
Total Area: 3278.07 ha Pastoral Lease and  
202.2416 ha Fee Simple

DESCRIPTION OF PASTORAL LEASE:

ALL THAT parcel of land containing 3278.07 ha more or  
less being Run 559 Wairaki Survey District being all the  
land comprised and described in Pastoral Lease No. P28  
entered in Register 206/5 Southland Registry

DESCRIPTION OF FEE SIMPLE:

ALL THAT parcel of land containing 202.2416 ha more or  
less being part Section 3 Block XXI and XXVII Wairaki  
District being also Lot 1 Deposited Plan 5278 being all the  
land described in Certificate of Title Volume 198 folio 142  
Southland Registry

DATED at Invercargill this 6 day of June 1979

Southland Catchment Board



Secretary

NOTE, ORIGINAL  
DOCUMENT CONTAINS  
A1 SIZE PLAN THAT IS  
NOT ABLE TO BE  
SCANNED.

Ref File Con/50269/12653/Z-ZNO  
13-9-2001 to 28-2-02



CDE_S15 - Request Manual Copy				X
Document Type	Instrument	Request Id	16273	
Reference Number	FORESTRY R 215824.3	User Id	jkirkdu	
Land District	Southland	Request Date	29/08/2001	
Method of Delivery	Post <i>BOX</i>	Client Reference	6NLITR.02/076YD ADROSS	
<input type="checkbox"/> Certified Copy		Status	Pending	
Delivery Details				
Firm	Opus International Consultants Ltd - Dunedin			
Street	Private Bag 1913			
Town	Dunedin			
Country	New Zealand			
Postcode				
Fax Number	03 474 8995			
Fees...		OK		Cancel

Approved by the Registrar-General of Land, Wellington. No. 065547

NEW ZEALAND

# MEMORANDUM OF TRANSFER

.....Southland..... Land Registry Office

WHEREAS **BRADLEY & WHITING FARMING COMPANY LIMITED** at Ashburton (hereinafter together with its administrators and successors in title called "the Grantor") is registered as proprietor of estates **FIRSTLY** in fee simple and **SECONDLY** in leasehold both estates subject however to such encumbrances liens and interests as are notified by memoranda underwritten and are more particularly comprised and described in the Schedule below ("the Grantor's land")

~~On the date of the transfer of the land being registered as proprietor of the land the schedule below is subject to such encumbrances liens and interests as are notified~~

## SCHEDULE A

ESTATES		1) FEE SIMPLE	2) LEASEHOLD	<del>LEASE</del>	<del>LEASEHOLD</del>	<del>LEASEHOLD</del>
(Delete those which do not apply)						
C.T.		AREA		LOT AND D.P. NO. OR OTHER LEGAL DESCRIPTION OR DOCUMENT NO.		
1)	198/142	202.2416 ha		Lot 1 on Deposited plan 5278		
2)	206/5 <del>TRAIL (P28)</del> <del>LEASE</del> <del>LEASEHOLD</del> NL 30.11.93 S. .... Dr. G. Stanley Brown Dist. Commissioner of Inland Revenue	3277.9537 ha		Run 559 Wairakei Survey District (together with a right of way over part of Run 560 Takitimu Survey District)		

### ENCUMBRANCES, LIENS AND INTERESTS

Both titles being **SUBJECT TO** Land Improvement Agreement 047326.1 and (1) 206/5 subject to ~~subject to Mortgage 187039.6~~ (2) subject to Forestry Mortgage 187039.6 in consideration of one pine cone, receipt of which Encouragement the Grantor hereby acknowledges, Agreement No 235919

AND WHEREAS **GEORGE STANLEY BROWN** of Ashburton, Chartered Accountant (hereinafter together with his administrators and successors in title called "the Grantee") desires to purchase established woodlots on blocks of land as indicated outlined in white on the aerial photograph attached hereto (hereinafter called "the woodlot areas")

### FORMAL GRANT

Now therefore ~~for no consideration~~ the Grantor **HEREBY TRANSFERS AND GRANTS** to the Grantee a forestry right within the meaning of the Forestry Rights Registration Act 1983 over the woodlot areas for a term of years commencing on the 8th day of September 1993 expiring on the 30th day of September 2030) and the Grantor **COVENANTS WITH AND GRANTS** to the Grantee and his officers, employees, agents, contractors and invitees the full free and exclusive liberty and power from time to time:

- to manage, protect, harvest, store, carry away and sell trees on the woodlot areas
- for the purpose of exercising such rights and of carrying out its duties hereinafter defined to have and enjoy such rights of access to and from the woodlot areas and of construction as are hereinafter defined;

to the intent that the rights herein recorded shall constitute a forestry right within the meaning of the Forestry Rights Registration Act 1983 and it is hereby agreed and declared by and between the parties hereto as follows:

*Handwritten initials*

*Handwritten signature*

1. JECT

The goal of the parties is to provide a form of ownership of the woodlot areas that can be registered under the Forestry Rights Registration Act 1983 subject as hereinafter appears and as nearly as possible conferring on the Grantee the right of full ownership of the woodlot areas in respect of the terms of occupation thereof as if it were in fact registered as proprietor of the fee simple of the woodlot.

2. INTERPRETATION AND DEFINITIONS

In this instrument, unless the context otherwise requires:

- a) The singular includes the plural and vice versa.
- b) The male gender implies the female and neuter gender.
- c) "Woodlot" means trees established on the woodlot areas.

3. GRANTOR'S COVENANTS

3.1 Fencing

At its own expense to fence and/or to continue to keep fenced the boundaries of the woodlot areas.

3.2 Buildings

To allow the Grantee to construct upon the woodlot areas such buildings including a dwellinghouse, plant and other works as may be necessary or convenient for the full enjoyment of this grant and to allow the Grantee to remove the same on expiry or sooner determination of the term.

3.3 Grazing

To graze livestock on planted and unplanted portions of the woodlot areas subject to any restrictions imposed by the Grantee if in its opinion damage is being caused or is likely to be caused to the trees.

3.4 Charges Rates Levies and Tax

To comply with the provisions of all mortgages, leases, licences and charges given over the woodlot areas, and to pay all local body rates, taxes and charges levied in respect of the woodlot areas over which the Grantee has retained forestry rights during the term of this Agreement.

3.5 Access

- a) To provide reasonable access to and from the woodlot areas through land of the Grantor defined in the Schedule and to allow the Grantee and its officers, employees, agents, contractors and invitees the use of all tracks, bridges and culverts on the access strips, but provided that the Grantee shall not cause any unnecessary interference with the farming operations of the Grantor, and whenever practical maintenance and tending operations on the woodlot areas shall be scheduled so as to cause minimum interference with farming operations.
- b) To provide the Grantee such site or sites the Grantee may reasonably require during the term of this Agreement for the purpose of storing timber in either a converted or unconverted state.
- c) To provide access to and from any sufficient source of water supply situated on the land defined in the Schedule hereto to allow for the Grantee and its officers, employees, agents, contractors and invitees the use of such water for the purposes of management, protection, harvesting and storage of the trees on the woodlot areas.

### 3.6 Reverse Rights Not To Be Given

Not to do or omit any act, or grant to any person any rights, which may cause danger to the woodlot or impede or affect in any material respect the rights of the Grantee.

### 3.7 Minerals

To allow the Grantee to use any clay, minerals or rock found within the woodlot area for the building and maintenance of roads and tracks on the woodlot area or necessary for access to it.

### 3.8 Water Access Ways

Not to block, impede or pollute any water course on the Grantor's land without the Grantee's consent.

### 3.9 Renewal of Pastoral Lease 28 Contained in Certificate of Title 206/5

To exercise the Grantor's statutory right to renew the registered lease described in the Schedule above for a further term of thirty three (33) years; three (3) months prior to the expiration of the time for such renewal of the lease which expires on the 30th day of June 2023; and to give the Grantee written notice of such renewal within one (1) month of the right of renewal being exercised. In the event the Grantor for the time being fails within the expressed time limits to exercise the statutory right it (the Grantor for the time being) hereby irrevocably nominates, constitutes and appoints the Grantee for the time being and any nominee of such Grantee to be the true and lawful attorney of the Grantor to exercise the Grantor's statutory right of renewal of the pastoral lease and insofar as this appointment may not be fully effective the Grantor for the time being hereby irrevocably covenants with the Grantee at any time to execute and give a fresh and proper appointment of the Grantee for the time being (or a nominee appointed for the purpose by the Grantee) to be the attorney of the Grantor for the time being for the specific purpose of enabling the said statutory right of renewal to be exercised.

### 3.10 Registration

To produce title and co-operate in the registration of this instrument on the Grantor's title (together with any assignment by the Grantee) pursuant to the Forestry Rights Registration Act 1983 and the Land Transfer Act 1952.

## 4. GRANTEE'S COVENANTS

### 4.1 Insurance and Salvage

To insure the woodlot against damage by fire on the basis of compensation for loss with re-establishment of the woodlot. The Grantee will indemnify the Grantor against any liabilities arising under the Forest and Rural Fires Act 1977 and the Forest and Rural Fires Regulations 1979 with respect to the woodlot, but this shall not extend to any amount payable under an insurance policy rendered irrecoverable or void by an act or omission of the Grantor or its officers, employees, agents, contractors and invitees.

### 4.2 Weed Pest and Other Regulatory Controls

To pay all costs of protecting the woodlot areas from fungi, disease, insects and pests, and other threats that can be economically prevented or treated; and to comply with all Acts, Regulations and By Laws and any amendments or substituted legislation relating to the woodlot areas and their afforestation including:

- a) The Noxious Plants Act 1978
- b) The Water and Soil Conservation Act 1978

*BE*

*[Signature]*

The Agricultural Pests Destruction Act 1967

- a) The Wild Animal Control Act 1977
- e) The Land Drainage Act 1908
- f) The Resource Management Act 1991

#### 4.3 Land Restoration

Within one (1) month after the expiry of this Agreement to: remove any improvements on the woodlot areas, unless the Grantor agrees that they may remain; remove all trees grown on the woodlot areas except for those the Grantor may agree to purchase; and have the woodlot area in a clean and tidy condition suitable for replanting trees.

#### 4.4 Water and Soil Protection

Not to block, impede or pollute any water course on the Grantor's land without the Grantor's consent.

#### 4.5 Forest Management

- a) To tend, protect and manage the woodlot to ensure the health, vigor and marketability of the trees in accordance with the Objectives of this Instrument.
- b) To harvest the woodlot in accordance with the most efficient timber felling practices.

#### 4.6 Roading

Where existing road access to the woodlot areas is inadequate for forestry purposes, the Grantee may construct such road works which are reasonably necessary for such purposes and to meet the full costs of such road works and maintenance thereof.

4.7 The Grantee will from time to time and at all times during the term hereby created repair and renew and keep in good serviceable substantial and working repair order and condition (depreciation from fair wear and tear and damage by fire and inevitable accident without neglect of the Grantee always and alone excepted) all buildings gates bridges and other erections or improvements and all parts thereof now or hereafter during the said term situated or erected upon or about the woodlot areas and will at one (1) month after the expiration or sooner determination of the said term quietly yield up to the Grantor the woodlot areas and the said parts thereof in the like good serviceable substantial and working repair order and condition except as aforesaid.

4.8 The Grantee will not allow or permit any firearms or other weapons to be used or brought on the woodlot areas without the prior written consent of the Grantor on each occasion being first had and obtained.

#### 5. MUTUAL COVENANTS

5.1 That neither party by itself or its officers, employees, agents, contractors and invitees shall carry out any act, or allow any act to be carried out or omission to take place, which may result in the woodlot being damaged or destroyed; or any injury or damage occurring to livestock, buildings, vehicles, equipment, roads or other assets belonging to either party; and each party shall indemnify the other for all claims, demands, loss or proceedings resulting from such an act or omission; or make reimbursement to the other as the case may require.

#### 5.2 Use of Chemicals

Not to use any chemical substances in a manner which could damage the woodlot or the pasture, crops, livestock, trees or other assets of either of the parties or on neighbouring properties.

Handwritten signatures and initials at the bottom right of the page.

### 5.3 Assignment

That assignment of rights under this instrument is permitted and following assignment the Grantor and the Grantee shall be released from their respective liabilities hereunder except for any outstanding at the time of assignment.

5.4 That the Grantee shall have all necessary power and authority to cut remove and dispose of all trees timber and other wood produce grown on the woodlot areas and retain the proceeds thereof.

### 6. ARBITRATION

All disputes and differences between the parties hereto touching any of the matters arising out of this instrument shall be submitted to the arbitration of a single arbitrator if one can be agreed upon or to a single arbitrator appointed by the President of the Wellington District Law Society; such arbitration to be carried out in accordance with the provisions of the Arbitration Act 1908 or any then statutory provisions relating to arbitration.

### 7. PASTORAL LEASE

7.1 It is hereby declared that the provisions of this transfer are expressly subject to the terms and conditions of Pastoral Lease 28 contained in Certificate of Title 206/5.

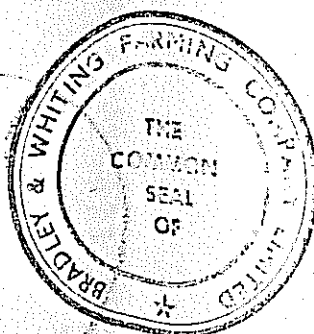
7.2 The Grantor hereby covenants with the Grantee that as at the date of the execution of this Instrument it has complied with and will continue to comply with the terms and conditions of Pastoral Lease 28 contained in Certificate of Title 206/5.

7.3 In the event the Grantor fails to comply with the terms and conditions of Pastoral Lease 28 contained in Certificate of Title 206/5 it hereby irrevocably nominates, constitutes and appoints the Grantee and any nominee of the Grantee to be the true and lawful attorney of the Grantor for the purpose of doing any act, matter or thing or executing any document required to remedy any default under the Pastoral Lease 28 and to secure, by way of mortgage over the Lessee's interest in the Pastoral Lease 28 if required, the cost of any such action and in so far as this appointment may not be fully effective the Grantor for the time being hereby irrevocably covenants with the Grantee to execute and give a fresh and proper appointment of the Grantee for the time being to be the attorney of the Grantor for the time being for the specific purpose of remedying any default under Pastoral Lease 28.

IN WITNESS WHEREOF these presents have been executed this  
One thousand nine hundred and ninety three (1993)

15 day of November

THE COMMON SEAL of  
BRADLEY & WHITING FARMING  
COMPANY LIMITED as Grantor  
was hereunto affixed in the  
presence of:



*[Signature]* DIRECTOR  
*[Signature]* SECRETARY

*[Signature]*