

## **Crown Pastoral Land Tenure Review**

**Lease name : COAL CREEK STATION**

**Lease number : PO 121**

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

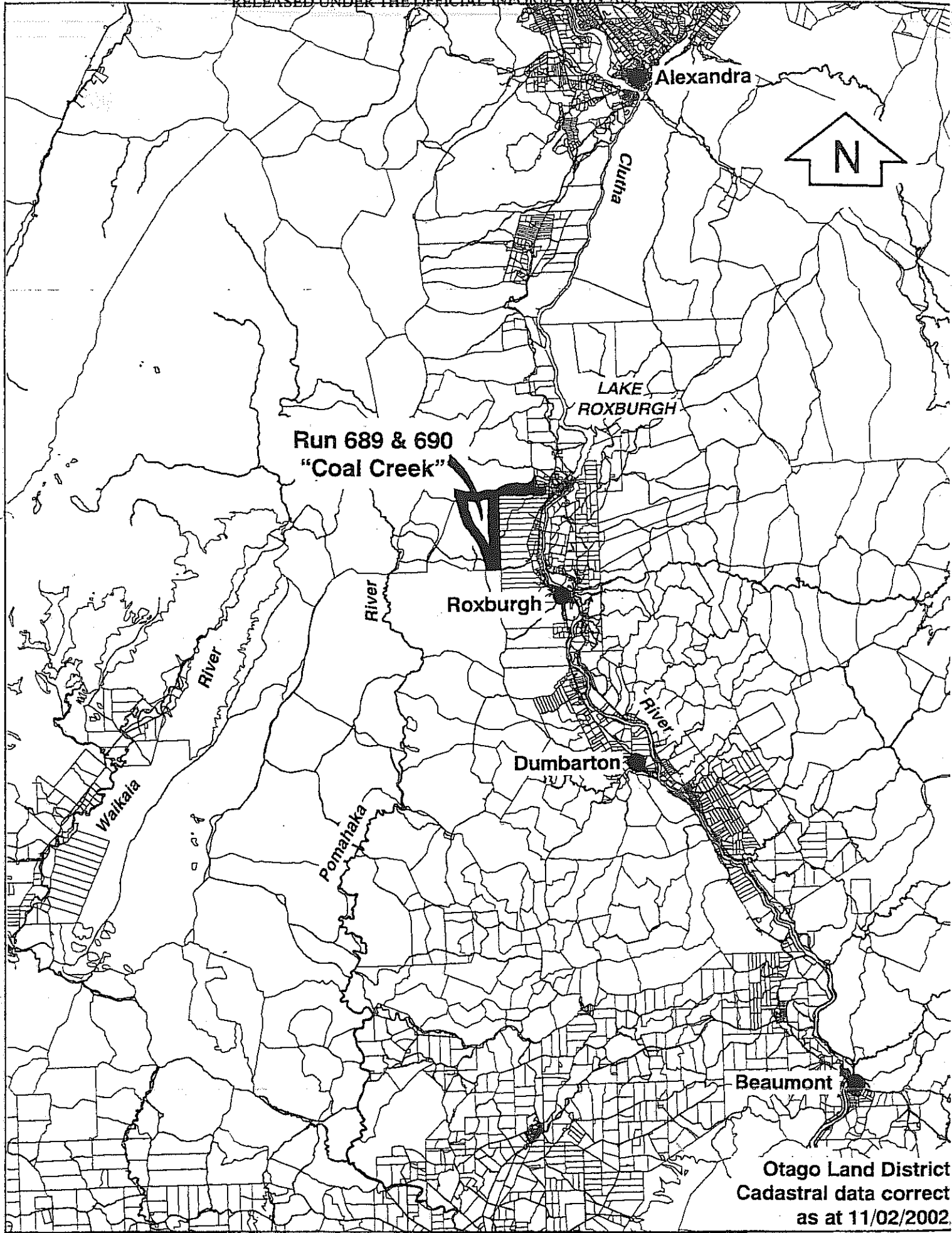
This report and attachments results from a pre-Tenure Review assessment of the pastoral lease for the purpose of confirming land available for Tenure Review and any issues, rights or obligations attaching to it. The information is gathered from files and other sources available to the LINZ contractor.

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**

**LOCATION PLAN**



Run 689 & 690  
"Coal Creek"

Alexandra



LAKE  
ROXBURGH

Roxburgh

Dumbarton

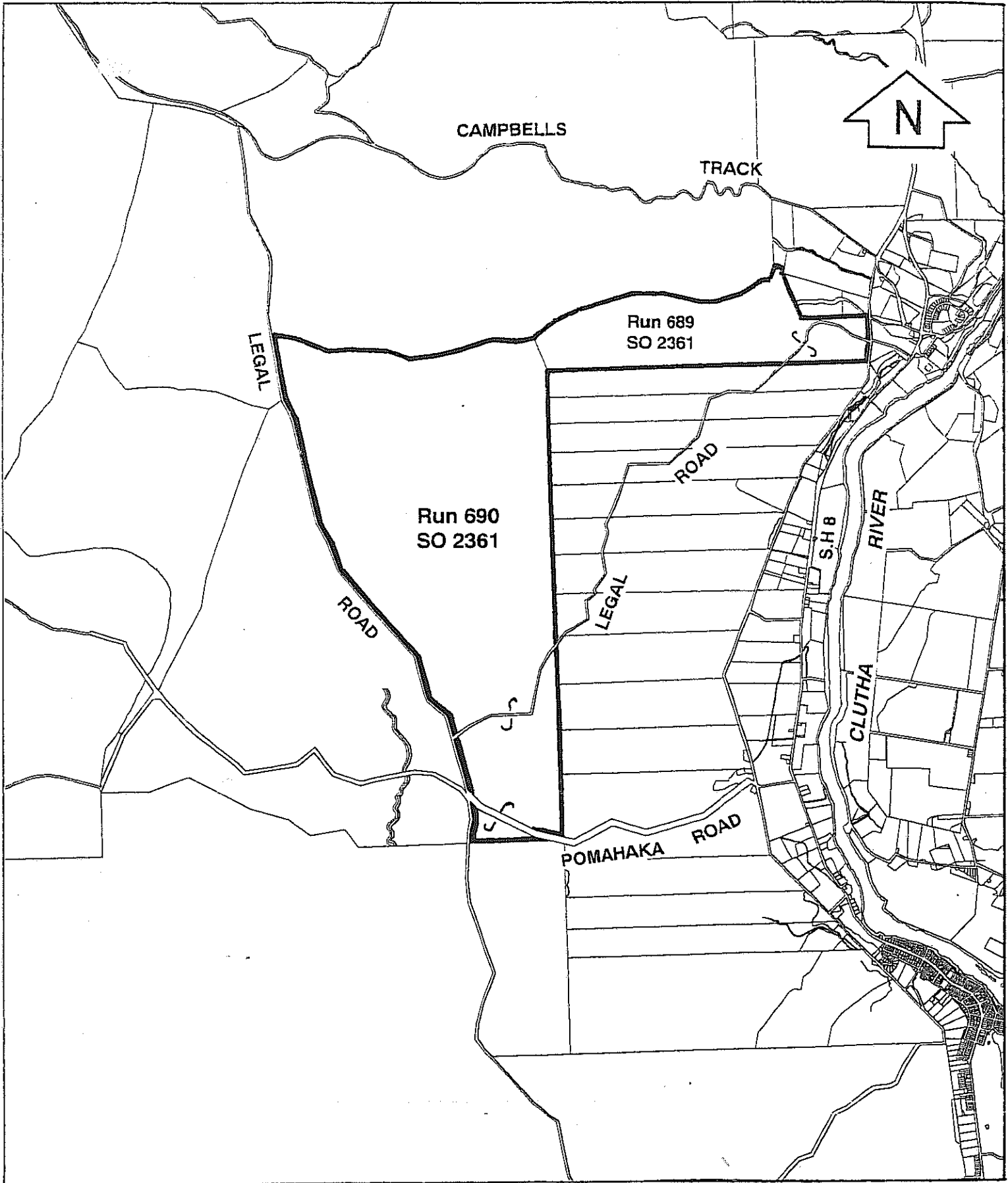
Beaumont

Otago Land District  
Cadastral data correct  
as at 11/02/2002

### LOCATION PLAN

Scale 1:300000

0 5000 10000 15000 20000 25000 30000 35000 40000m

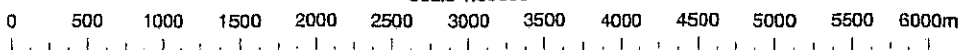


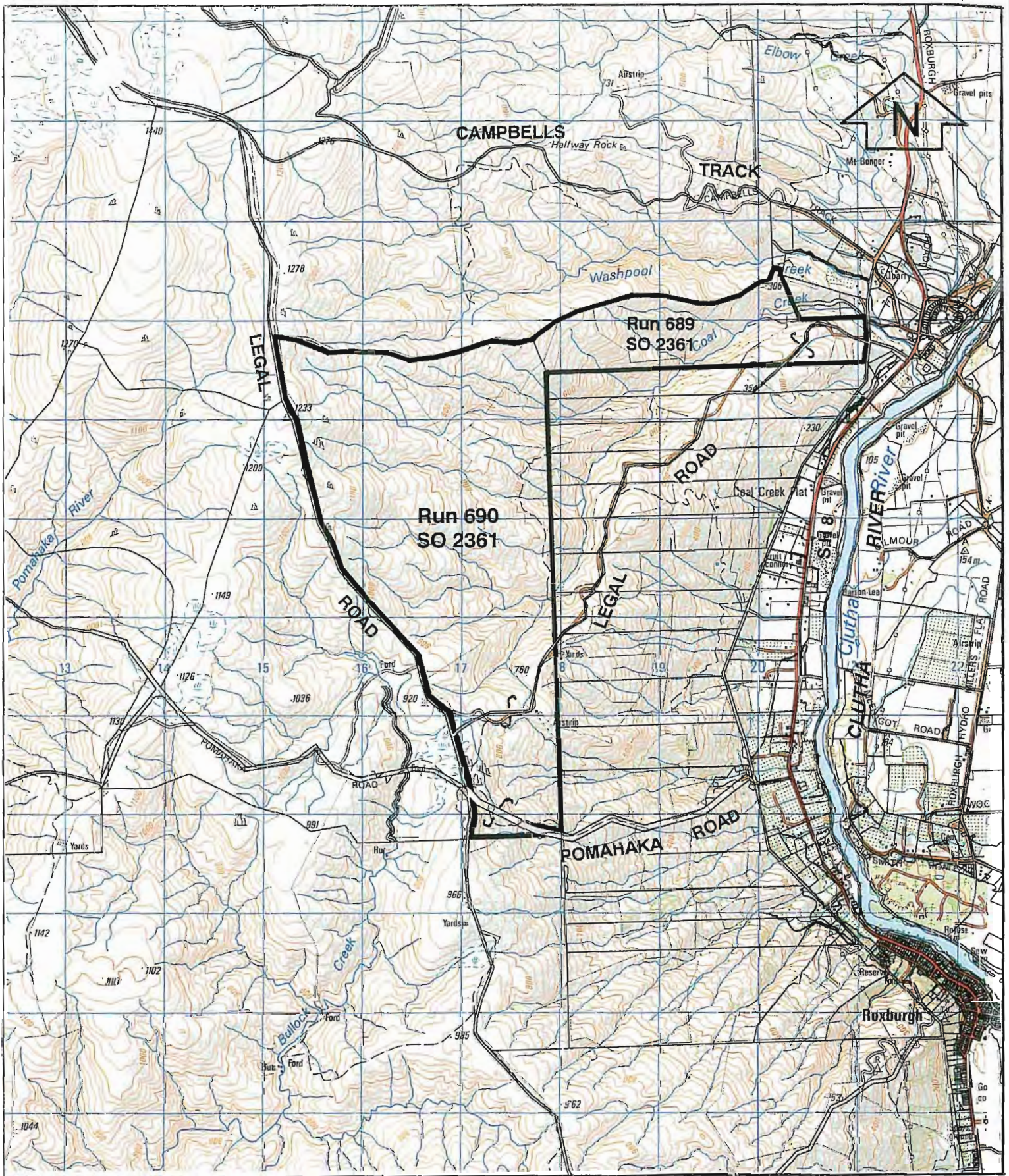
**EXCLUDES ALL LEGAL ROADS  
AND MARGINAL STRIPS (IF ANY)**

Version	1	2	3	4	5
Otago Land District					Sheet 1 of 1
NZMS 260 G43					Date 11/02/2002

### COAL CREEK (Runs 689 & 690)

Scale 1:50000



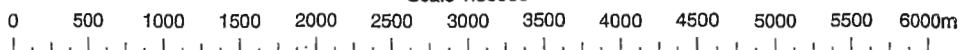


**EXCLUDES ALL LEGAL ROADS  
AND MARGINAL STRIPS (IF ANY)**

Version	1	2	3	4	5
Otago Land District					Sheet 1 of 1
NZMS 260 G43					Date 11/02/2002

### COAL CREEK (Runs 689 & 690)

Scale 1:50000



**DEEDS/TITLES/DOCUMENTS**



# COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952



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

## Historical Search Copy

**Identifier** OT338/150  
**Land Registration District** Otago  
**Date Registered** 05 April 1956 10:49 am

**Prior References**  
OT337/175

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<b>Type</b>	Lease under s83 Land Act 1948	<b>Term</b>	Thirty-three years, commencing on the first day of July 1956 and renewed for a further term of 33 years commencing on the 1.7.1989
<b>Area</b>	1123.4073 hectares more or less		

**Legal Description** Run 689 and Run 690

**Original Proprietors**  
William Neville Gunn

**Interests**

- 534268.6 Mortgage to William John Gunn - 8.5.1980 at 1.42 pm
- 579319.4 Variation of Mortgage 534268.6 - 15.7.1982 at 2.09 pm
- 600420 Variation of Mortgage 534268.6 - 23.8.1983 at 1.32 pm
- 623049 Variation of Mortgage 534268.6 - 5.10.1984 at 11.36 am
- 675429 Variation of Mortgage 534268.6 - 26.3.1987 at 1.39 pm
- 748334.6 Mortgage to ANZ Banking Group (New Zealand) Limited - 21.2.1990 at 9.14 am
- 748334.7 Memorandum of Priority making Mortgages 748334.6 and 534268.6 first and second mortgages respectively - 21.2.1990 at 9.14 am
- 764918 Memorandum renewing the term of the within lease for a further period of 33 years commencing on the 1.7.1989 and fixing (for the first 11 years) the annual rental at \$1425.00 calculated on a rental value of \$95,000.00 - 8.10.1990 at 10.08 am

Issued as a Renewal of (or-in-Exchange-for) Lease registered in Vol. 337 fol. 175

NEW ZEALAND

OTAGO LAND DISTRICT

DEEDS Registered in the LAND REGISTRY OFFICE... Form 1049 Entered in the Register-book, Vol. 338 fol. 150... 5 APR 1956... 5th day of April... Abstract No. 12



18.49 o'clock... [Signature] Land Registrar

Pastoral Lease of Pastoral Land under the Land Act, 1948

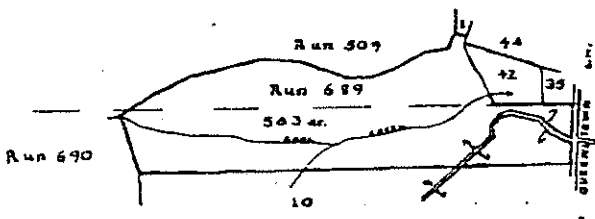
No. P.121

This Deed, made the first day of March, one thousand nine hundred and fifty-six between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and EUSTACE GEORGE WHEATLEY of ROSBURGH, FRANK and LILIAN MARY WHEATLEY of ROSBURGH, WEDG, as executors (who, with their executors, administrators, and permitted assigns, hereinafter referred to as "the Lessee"), of the other part, WITNESSETH that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained or implied and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee ALL THOSE pieces or parcels of land containing by admeasurement 563 acres...

Run 689 Teviot SD.

EQUIVALENT METRIC

AREA IS 327.8380 ha 895.5693ha + 3137/2 (Diag 2) 1123.4073 ha



Scale: 40 chains to an inch

(hereinafter referred to as "the said land"), as the same is more particularly delineated in the plan drawn hereon and therein coloured red in outline; together with the rights, easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of thirty-three years, commencing on the first day of July, one thousand nine hundred and fifty-six, together with the period between the date of this lease and the aforesaid first day of July, 1956... 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 thirty-five pounds (£35) payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term. And also paying in respect of the improvements specified in the Schedule hereto the sum of (£) (the receipt of which sum is hereby acknowledged) and thereafter by ( ) half-yearly instalments of ( ) pounds shillings and pence (£ : : ) on the 1st day of January and the 1st day of July in each year in the same manner as rent.

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

- 1. THAT the Lessee will fully and punctually pay the rent hereinafter reserved at the times and in the manner hereinafter named in that behalf; and also will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that now are or hereafter may be assessed, levied, or payable in respect of the said land or any part or parts thereof during the said term.
2. THAT the Lessee will within one year after the date of this lease take up his residence on the said land, and thereafter throughout the term of the lease will reside continuously on the said land.
3. THAT the Lessee will hold and use the said land bona fide for his own use and benefit and will not transfer, assign, sublet, mortgage, charge, or part with possession of the said land or any part thereof without the previous approval of the Land Settlement Board; Provided that such approval will not be necessary in the case of a mortgage to the Crown or to a Department of State.
4. THAT the Lessee will at all times farm the said land diligently and in a husbandlike manner according to the rules of good husbandry and will not in any way commit waste.
5. THAT the Lessee will throughout the term of his lease to the satisfaction of the Commissioner of Crown Lands for the Land District of Otago (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, 1908-1950.
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, 1928.
7. THAT the Lessee will clean and clear from weeds and keep open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing therein.
8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land to their full insurable value in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit with the Commissioner every such policy and, not later than the 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, sell, fell, 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 Noxious Weeds Act, 1908, 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 disturbances 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 used or situated within 100 yards of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any buildings, dwellinghouse: 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 effluxion of time of the term hereby granted and thereafter at the expiration of each succeeding term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 68 (3) of the Land Act, 1948, a new lease of the land hereby leased as 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.



338/150

338/150

- (4) Lessee shall have no right of acquiring the fee-simple of the said land.
- (5) 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 by felling and burning bush or scrub and sow the land so cleared in grass;
  - (v) Sow in grass any portion of the said land;
 Provided that the Lessee shall, on the termination of the lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clovers and grasses to the satisfaction of the Commissioner.
- (6) THAT the Lessee shall exercise due care in stocking the said land and shall not overstock; and for the purpose of this clause he shall annually deliberate and agree between the Lessee and the Commissioner the number of sheep to be depastured on the said land during the winter months and use, without the prior consent of the Commissioner, as a basis of a contract of sale for the wool of the sheep and of an agreement for the wool.
- (7) THAT if the Lessee shall leave New Zealand or abandon the said land or if he cannot be found or if he shall neglect or fail or refuse to comply with the covenants and conditions herein 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 149 of the Land Act, 1948, declare this lease to be forfeit, and that without discharging or relieving the Lessee from liability for rent due or accruing due or for any prior breach of any covenant or condition of the lease.
- (8) THAT these provisions 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

XII.

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

Witness: J. E. Kennedy  
Occupation: Clerk Lands and Survey Department  
Address: Dunedin

J. M. Macdonald  
Commissioner of Crown Lands

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

Witness: J. H. Kay  
Occupation: Postmaster  
Address: Roxburgh

E. S. Winlow  
Lessee

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

Witness: R. H. Boyd  
Occupation: Postmaster  
Address: Alexandria

E. S. Winlow  
Lessee



.. (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 sheep depastured on the said land does not exceed 462 (being an increase of ten per cent on the carrying capacity on which is based the rent hereinbefore reserved) but the Commissioner may by notice in writing permit the Lessee to depasture thereon any greater number 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.

J. M. Macdonald  
Commissioner of Crown Lands

E. S. Winlow  
Lessee

226183 J. Macdonald to Eustace Lord Winlow of Roxburgh Farmer 30 current entered 27th October 1960 at 2.43 p.m.

E. S. Winlow  
Lessee

THIS REPRESENTS... (CERTIFIED TRUE COPY OF THE ORIGINAL RECORD FOR THE PURPOSES OF SECTION 258A LAND ACT 1952)

226184 Francis Eustace Lord Winlow to Eustace Lord Winlow of Roxburgh Farmer 27th October 1960 at 2.46 p.m.

367084 Transfer of <sup>his</sup> 1/2 share of Alexander Raymond Gunn to William Neville Gunn of Roxburgh Farmer - 25.2.1971 at 10.31 am

229009 Transfer of share to share that comes from Eustace Lord Winlow of Roxburgh Farmer produced 23.1.1961 at 11.15 p.m.

DISCHARGED stamp with handwritten text

229009 transferred Eustace Lord Winlow to Eustace Lord Winlow produced 23.1.1961 at 11.15 p.m.

271292 Transfer to William Neville Gunn and Alexander Raymond Gunn both of Roxburgh Farmers as tenants in common in equal shares - 6.5.1964 at 2.31 p.m.

504820 Mortgage of New Zealand - 9.10.1978 at 2.26 p.m. - 8 APR 1980 stamp and signature

C.T. 338/150

534 3/4 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 8.5.1980 at 1.42 pm

DISCHARGED  
1980  
FEB 19

534268/5 Mortgage to Bank of New Zealand - 8.5.1980 at 1.42 pm

DISCHARGED  
1980  
FEB 19  
A.L.R.

534268/6 Mortgage to William John Gunn - 8.5.1980 at 1.42 pm

A.L.R.

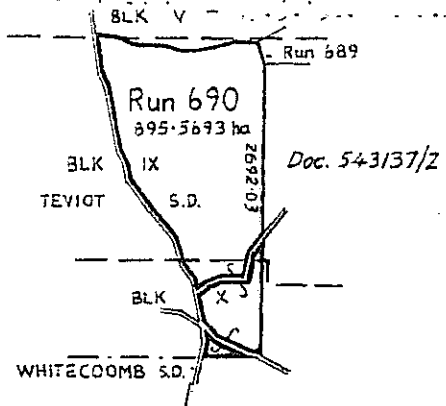


DIAGRAM NUMBER 2  
Scale 1:10,000

543137/2 Certificate of Alteration incorporating in the within lease Run 690 situated in Blocks V, IX & X Teviot District, (shown on diagram 2 hereon) and increasing the annual rent to \$140.00 from and inclusive of 1 July 1980 - 14.10.1980 at 10.05am

A.L.R.

575803 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 - 19.5.1982 at 2.2 pm

DISCHARGED  
1982  
FEB 19  
A.L.R.

579319/2 Mortgage to L.J. Diehl Solicitors Nominee Company Limited - 15.7.1982 at 2.9 pm

DISCHARGED  
1982  
FEB 19  
A.L.R.

579319/3 Mortgage to the Rural Banking and Finance Corporation of New Zealand - 15.7.1982 at 2.9 pm

DISCHARGED  
1982  
FEB 19  
A.L.R.

579319/4 Variation of Mortgage 534268/6 - 15.7.1982 at 2.9 pm

A.L.R.

579319/5 Memorandum of Priority ranking Mortgage 579319/2 as second Mortgage, Mortgage 579319/3 as third Mortgage, Mortgage 534268/5 as fourth Mortgage, Mortgage 534268/6 as fifth Mortgage - 15.7.1982 at 2.9 pm

DISCHARGED  
1982  
FEB 19  
A.L.R.

585952 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 15.11.1982 at 1.42 pm

A.L.R.

599461/1 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 2.11.1983 at 2.19 pm

DISCHARGED  
1983  
FEB 19  
A.L.R.

599461/3 Memorandum of Priority ranking mortgage 599461/1 as a first mortgage, mortgage 579319/2 as a second mortgage, mortgage 579319/3 as a third mortgage, mortgage 534268/5 as a fourth mortgage, mortgage 534268/6 as a fifth mortgage, mortgage 585952 as a sixth mortgage - 4.8.1983 at 2.19 pm

A.L.R.

600420 Variation of Mortgage 534268/6 - 23.8.1983 at 1.32 pm

A.L.R.

623049 Variation of Mortgage 534268/6 - 5.10.1984 at 11.36 am

A.L.R.

675429 Variation of Mortgage 534268/6 - 26.3.1987 at 1.39pm

A.L.R.

735580/2 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 16.8.1989 at 9.20am

DISCHARGED  
1989  
FEB 19  
A.L.R.

735580/3 Memorandum of Priority ranking Mortgage 735580/2 as a first mortgage, Mortgage 599461/1 as a second mortgage, Mortgage 579319/3 as a third mortgage, Mortgage 579319/2 as a fourth mortgage, Mortgage 534268/5 as a fifth mortgage and Mortgage 534268/6 as a sixth mortgage - 16.8.1989 at 9.20am

A.L.R.

748334/6 Mortgage to ANZ Banking Group  
(New Zealand) Limited - 21.2.1990  
at 9.14am

*[Signature]*  
A.L.R.

748334/7 Memorandum of Priority ranking  
Mortgage 748334/6 as a first mortgage  
and Mortgage 534268/6 as a second  
mortgage - 21.2.1990 at 9.14am

*[Signature]*  
A.L.R.

764918 Memorandum renewing the term  
of the within lease for a further period  
of 33 years commencing on the 1.7.1989  
and fixing (for the first 11 years)  
the annual rental at \$1425.00 calculated  
on a rental value of \$95,000.00 - 8.10.1990  
at 10.08am

*[Signature]*  
A.L.R.

768405 Notice of Claim under Section  
42(2) Matrimonial Property Act 1976  
by Marion Ann Gunn entered 29.11.1990  
at 9.35am

*[Handwritten notes and signature]*  
30  
A.L.R.

A.L.R.

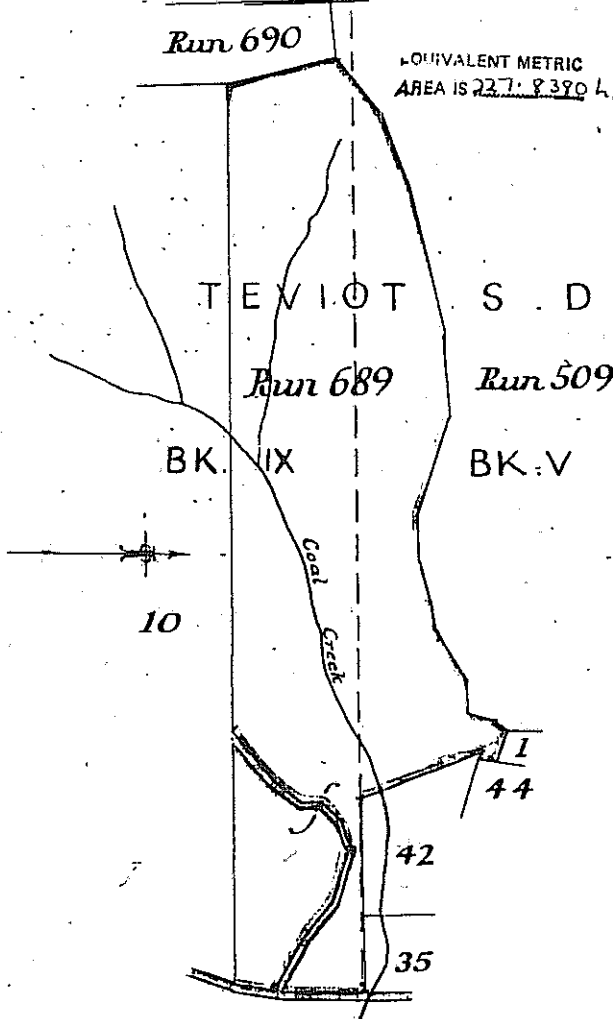




PLAN OF RUN No. 689 No. P.R. 1978

Area 563 acs.

License to occupy CROWN Lands for Pastoral Purposes.



Whereas GILBERT WINSLOW of ROXBURGH SHEEPFARMER

has acquired, under the provisions of the Land Act, 1924, a License to occupy for Pastoral purposes that area of CROWN lands containing by estimation Five hundred and sixty-three (563) acres (689) more or less, and being Run numbered Six hundred and eighty-nine, / Teviot Survey District situate in the County of Tuapeka in the Land District of Otago, New Zealand, as the same is delineated on the plan in the District Lands and Survey Office, Dunedin, as shown in the margin hereof, and has paid the sum of Six pounds five shillings (£ 6: 5: 0), being the first half-year's rent in advance for such Run: The said Gilbert Winslow is hereby licensed to occupy the said land for pastoral purposes for the term of thirty-five (35) years, to be computed from the first day of March, 1941, subject to all the provisions and conditions of the Land Act, 1924, so far as applicable hereto, and subject also to the payment of an annual rent of Twelve pounds ten shillings (£ 12: 10: 0), in equal parts, half-yearly in advance, on the first day of March and the first day of September of rent to 28th February, 1942, having in each and every year, payment for the first half-year's rent having already been made, and the next of such half-yearly payments to be made on the first day of March, 1942

Subject also to the conditions following, viz.:-

- (1) That if the licensee or any person claiming an interest through or under him shall make or cause to be made any agreement or contract, or shall give or cause to be given or taken any negotiable security for the purpose of defeating or evading the provisions of, or shall in any way whatsoever directly or indirectly commit or be privy to a fraud upon, the Land Act, 1924, this license shall be liable to be forfeited and revoked;
(2) That the licensee shall prevent the destruction or burning of timber or bush on the land comprised in this license, except as provided by section 260 of the Land Act, 1924;
(3) That the licensee shall prevent the growth or spread of gorse, broom, hawthorn, blackberry, and sweetbrier on the land comprised in this license, and shall with all reasonable speed remove or cause to be removed all gorse, sweetbrier, broom, hawthorn, blackberry, or other noxious weeds or plants, as may be directed by the Commissioner of Crown Lands;
(4) That the licensee shall not burn any tussock on the land comprised in this license, or permit any tussock tharcon to be burned save with the prior consent in writing of the Land Board of the Otago Land District; and
(5) That the licensee shall destroy all rabbits on the land comprised in this license, and shall prevent their increase or spread, to the satisfaction of the Commissioner or an officer appointed by him to inspect the ground.

This license is issued under the provisions of Section 98 of the Land Act, 1924, in lieu of Pastoral Run License No. 1619.

And it is hereby declared that these presents are intended to take effect as a pasturage license only under the Land Act, 1924, and the provisions of that Act applicable to such license shall apply hereto as fully and effectually as if the same had been set out herein at length.

In witness whereof the Commissioner of Crown Lands, on behalf of the Land Board of the Otago Land District, hath hereunto set his hand this Seventeenth day of September, 1941.

Witness to the signature of the Commissioner of Crown Lands-

Witness: [Signature] Occupation: [Signature] Address: [Signature] Commissioner of Crown Lands.

I, GILBERT WINSLOW the above-named licensee, hereby accept this License on the terms and conditions specified therein.

Witness to the signature of the Licensee-

Witness: [Signature] Occupation: [Signature] Address: [Signature] Licensee.

Scale: 20 chains = 1 inch. SAP.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

337/175

P.R.1978.

Dated 17th September 1941

THE  
COMMISSIONER OF CROWN LANDS

AT

DUNEDIN.

TO

GILBERT WINSLOW.

PASTURAGE LICENSE.

Probate in the estate of the late Gilbert Winslow of Dunedin, Otago, having been produced, the said Gilbert Winslow, son of the late Gilbert Winslow, as executor and duly authorized agent, has applied for a Pasturage License in the name of Gilbert Winslow and son, as proprietors of the land situated at Dunedin, 16<sup>th</sup> day of December, 1941.

*Gilbert Winslow*  
Commissioner of Crown Lands.

has been issued for Vol. 338 for \$150.





Part of  
PLAN OF RUN No. 515

No. 1619.

License to occupy Crown Lands for Pastoral Purposes.

Area 2730 acres

Whereas GILBERT WINSLOW of ROXBURGH FARMER hath been granted under the provisions of Section 8, Subsection (a) of "The Land Laws Amendment Act, 1914" purchased at auction under the provisions of the Land Act, 1908, and its amendments, a license to occupy for Pastoral Purposes all that area of Crown lands containing by estimation Two thousand seven hundred and thirty (2730), acres, more or less, and being Run numbered Five hundred and fifteen (515) classed as Pastoral Part of of "The Land Act, 1908" of the County of Tairāpapa in the Land District of Otago, New Zealand, as the same is delineated on the plan in the District Lands and Survey Office shown in the margin hereof, and hath paid the sum of Twenty-two pounds and fifteen shillings (£ 22 : 15 : 0 ) being the first half-year's rent in advance for such Run: The said GILBERT WINSLOW hereby licensed to occupy the said land for pastoral purposes for the term of Twenty-one (21) years to be computed from the first day of March, 1921, subject to all the provisions and conditions of the Land Act, 1908, and its amendments, so far as applicable hereto, and subject also to the payment of an annual rent of Forty-five pounds and ten shillings (£ 45 : 10 : 0 ) in equal parts, half-yearly in advance, on the first day of March and the first day of September in each and every year, payment for the first half-year's rent hereby already made, and the rest of such half-yearly payments to be made on the first day of MARCH, 1921.

Subject also to the conditions following, viz:—

- (1.) That if the licensee or any person claiming an interest through or under him shall make or cause to be made any agreement or contract, or shall give or cause to be given or taken any negotiable security for the purpose of defeating or evading the provisions of, or shall in any way whatsoever directly or indirectly commit or be privy to a fraud upon, the Land Act, 1908, and its amendments, this license shall be liable to be forfeited and revoked;
- (2.) That the licensee shall prevent the destruction or burning of timber or bush on the land comprised in this license, except as provided by section 287 of the Land Act, 1908;
- (3.) That the licensee shall prevent the growth or spread of gorse, broom, and sweetbrier, on the land comprised in this license, and shall with all reasonable speed remove or cause to be removed all gorse, sweetbrier, broom, or other noxious weeds or plants, as may be directed by the Commissioner of Crown Lands; and
- (4.) That the licensee shall destroy all rabbits on the land comprised in this license, and shall prevent their increase or spread, to the satisfaction of the Commissioner or an officer appointed by him to inspect the ground.

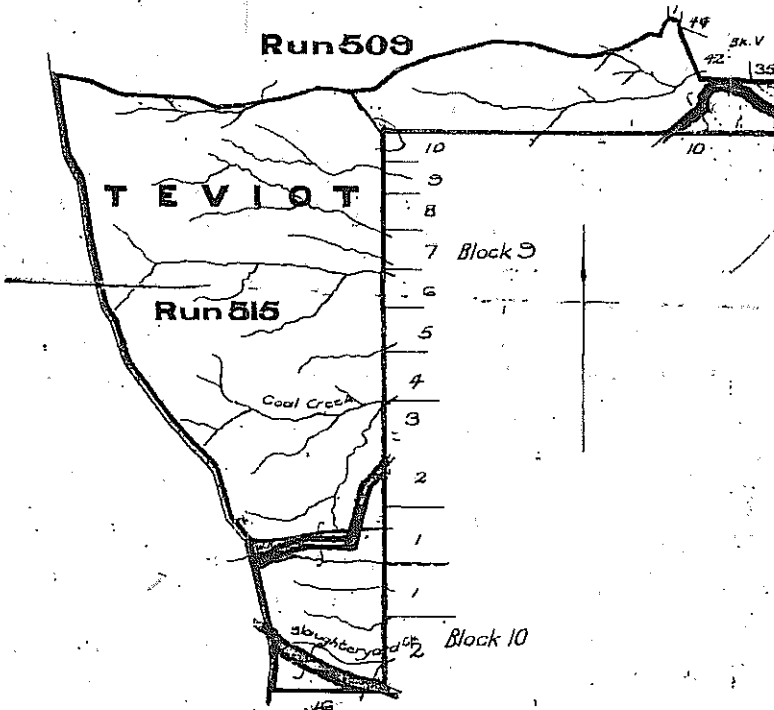
And it is hereby declared that these presents are intended to take effect as a pasturage license only under the Land Act, 1908, and its amendments, and the provisions of those Acts applicable to such licenses shall apply hereto as fully and effectually as if the same had been set out herein at length.

In witness whereof the Commissioner of Crown Lands, on behalf of the Land Board of the Otago Land District, hath hereunto set his hand, this fourteenth day of JANUARY, 1921.

*Robert Black*  
Commissioner of Crown Lands.

I, GILBERT WINSLOW, the above-named licensee, hereby accept this license on the terms and conditions specified therein.

*Gilbert Winslow*



Scale: 40 chains = 1 inch.

RELEASED UNDER THE OFFICIAL INFORMATION ACT



Public Offices.

rights or claims in respect of land or land orders land scrip or government scrip.

5. It shall moreover be lawful for the Governor at any time and from time to time to except from sale, and either reserve to Her Majesty, her heirs and successors, or to dispose of in such other manner for the public interest may seem best, such of the said waste lands of any of the said Provinces as may be required for the purposes of military defence, or for the construction of trunk lines of road, or as a site for public buildings for the use of the General Government; and such exceptions shall be deemed to have been made whenever the Governor by writing under his hand shall have notified to the Superintendent of the Province in which any land so excepted is situate, that the same is required for any of the purposes aforesaid, and such notification shall have been published in the New Zealand Government Gazette: Provided always that no lands hereafter acquired from the original inhabitants shall be open for sale or disposal until the Governor shall have notified, by Proclamation in the New Zealand Government Gazette, that the Native title shall have been extinguished in such lands.

Governor empowered to make reserves.

6. The term "Governor" shall mean the person for the time being lawfully administering the Government of New Zealand.

Interpretation of the word "Governor."

7. This Act may be cited for all purposes as "The Waste Lands Act, 1856."

Short Title.

No. XXIII.

An Act to enable the Governor to Sell certain Allotments of Land in the City of Auckland and apply the proceeds towards erecting Public Offices.

PUBLIC OFFICES.

[16th August, 1856.]

WHEREAS several allotments or parcels of land situate in the City of Auckland have been set apart and are now used as sites of public offices for some of the departments of the General Government of New Zealand: And whereas it is desirable to enable the Governor to sell and dispose of the said allotments or parcels of land and the buildings erected thereon, and to apply the proceeds towards building public offices on more convenient sites:

Preamble.

BE IT THEREFORE ENACTED by the General Assembly of New Zealand as follows:—

1. It shall be lawful for the Governor or other Officer for the time being lawfully Administering the Government of New Zealand, when he shall think fit, to sell and dispose of all or any of the said allotments or parcels of land more particularly mentioned and described in the Schedule to this Act annexed, or any part thereof, by public auction, either altogether or in lots, and to make and execute in his name and on behalf of Her Majesty, under the Public Seal of the said Colony, any grant or grants to the purchaser or purchasers thereof, and every such grant shall be deemed to convey an estate in fee simple free from incumbrances and without liability on the part of the purchaser or purchasers to see to the application of the purchase money.

Governor authorized to sell allotments of land described in Schedule.

2. The money to arise from every such sale shall be applied, first, towards the payment of any expenses attending the same, and secondly in or towards

Money to be applied towards erecting public offices for General Government.





Otago Waste Lands (No. 1.)

19th day of September 1860 and the 6th 7th 8th 9th 10th 11th and 18th Clauses of the Waste Lands Regulations for the Province of Otago proclaimed by the Governor on the 12th day of February 1856 are hereby repealed Provided always that the said Order in Council and Clauses shall subject to the provisions hereinafter contained remain in force as to all engagements contracts or obligations heretofore entered into thereunder and as yet uncompleted.

Rural Land.

I.—RURAL LAND.

Section 26 partially repealed.

IV. So far as concerns Rural Land Section 26 of the said Waste Lands Regulations is hereby repealed.

All rural land open for sale.

V. All Rural Land shall hereafter be open for sale or disposal except such as at the time application is made for the purchase of the same is leased or reserved for leasing or is included or comprised within any license to depasture stock or is reserved from sale by virtue of any power or authority in that behalf given by any Act Ordinance or Regulations for the time being in force but it shall be lawful for the Waste Land Board with the consent of the Superintendent and his Executive Council to reserve or withdraw from sale any land the sale of which may appear to them to be prejudicial to the public interests.

Application how to be made.

VI. Any person desirous of purchasing Land shall make an application in writing for the purchase thereof to the Waste Land Board in a form to be by the Board prescribed and the decision of the Board on such application notwithstanding anything in the said Regulations shall if such Land shall have been previously surveyed be given within four days after such application and if such Land shall not have been previously surveyed then such decision shall be given on such day as the Board shall appoint not being more than six months from the date of application in the event of two or more persons having made application for the same Land on the same day such Land shall be put up for sale by public auction open to all bidders.

Price of land.

VII. The price at which land shall be offered for sale shall be Twenty Shillings per acre and in the event of two or more applications for the purchase of the same land being made on the same day the upset price at which such land shall be put up at the auction shall be Twenty Shillings per acre.

Price of land may be raised.

VIII. Provided always that it shall be lawful for the Governor in Council from time to time if he shall see fit on the receipt of a recommendation to this effect from the Superintendent and Provincial Council to order that an augmentation shall be made in the price at which the Waste Lands shall be offered for sale either by selection or auction to such an amount as shall be expressed in the said recommendation and from and after a date to be fixed in the Order in Council the price shall be raised accordingly.

Land how to be sold.

IX. Where no more than one application shall have been made for the same Land on the same day and the Waste Land

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Acts  
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*Otago Waste Lands (No. 1.)*

Board shall have decided that the land shall be sold and shall have declared such applicant to be the purchaser thereof then such applicant shall forthwith pay to the Treasurer of the Waste Land Board the purchase money thereof and where Land shall have been put up to public auction as herein-before provided the highest bidder shall be declared the purchaser thereof and the person who is declared the purchaser shall immediately after such sale pay to the Auctioneer or other person authorised by the said Treasurer to receive the same the purchase-money of the Land purchased by him.

*Waste Land.*

X. Upon payment of the purchase money the purchaser shall be entitled to a Grant from the Crown in fee simple of the Land of which he shall have been declared the purchaser.

Grant to be issued.

II. MISCELLANEOUS PROVISIONS.

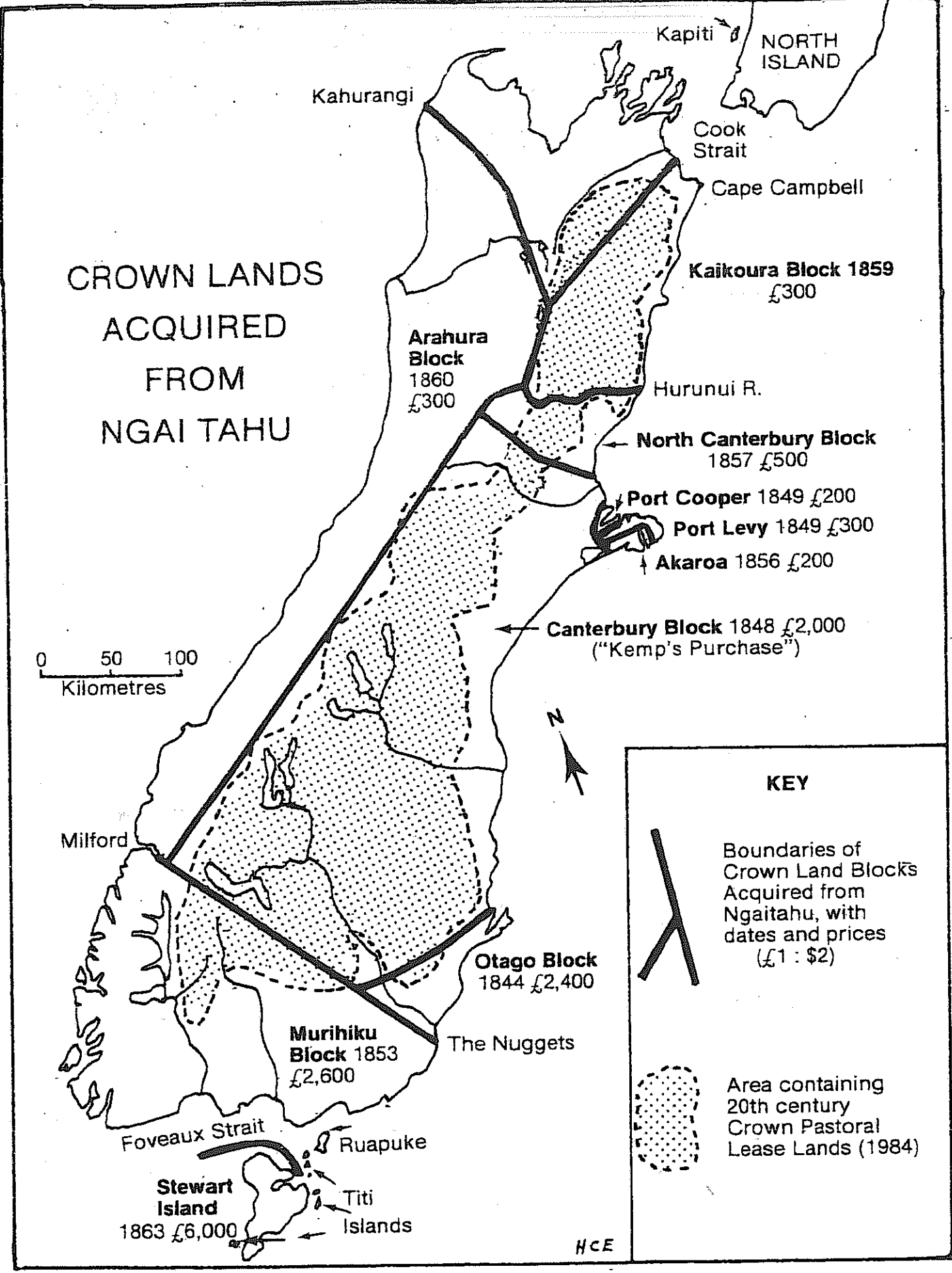
*Miscellaneous.*

XI. On the Proclamation of New Hundreds over country held under pastoral licenses the right of pasturage shall remain with the holders of such Licenses until the appointment of Wardens for such Hundreds.

Right of pasturage.

XII. It shall be lawful for the Governor by Proclamation from time to time to declare that any District of country to be therein described which may be or have been proclaimed a Gold-field under the provisions of the "Gold-fields Act 1862" or any Gold-fields Act for the time being in force the pastoral licenses over which shall have been suspended or cancelled shall from a date to be therein stated be subject to the provisions of the "Waste Lands Act 1858" and to the provisions of the several Acts Ordinances and Regulations for the time being in force within the said Province for the sale letting occupation or disposal of the Waste Lands anything in such Gold Fields Act to the contrary notwithstanding.

Land in Gold Field subject to Waste Land Laws.



Crown Purchases of Ngai Tahu Lands and Areas containing Crown Pastoral Lease Lands

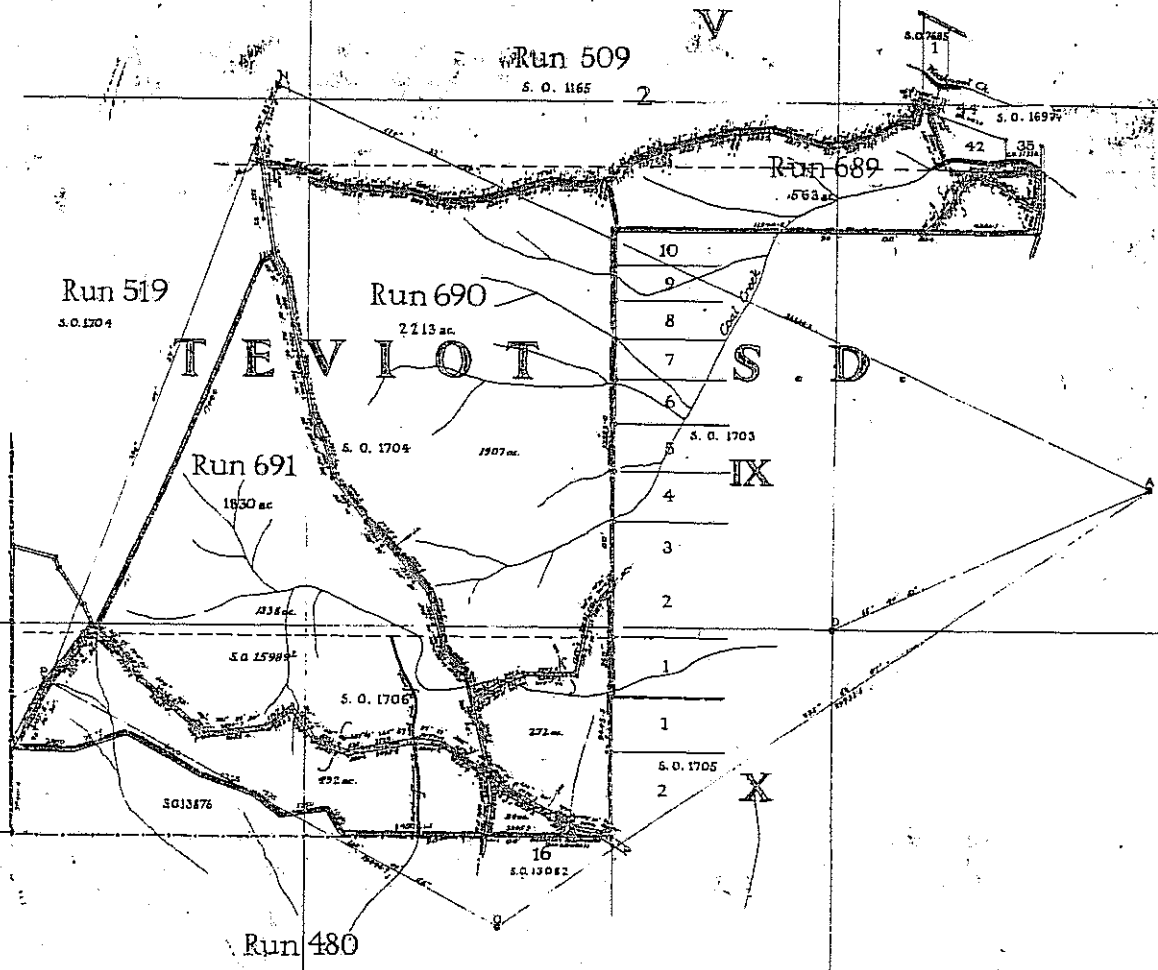
**SURVEY PLANS**

2361

2361

WHITECOOMB S. D.

Run 425c



— Plan of —  
 Subdivision of Run 515 Teviot S. D.  
 Tuapeka County Otago Land Dist.

Compiled from Official Surveys  
 Scale, 20 chains to an inch

APPROVED  
 O.S.M. Surveyor

Note - Plan not to be approved as work does not close. Plantation Areas shown are sufficient for Run Licenses.

2361

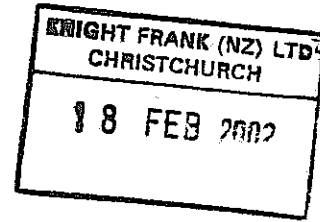
2361

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MISCELLANEOUS



Department of Conservation  
*Te Papa Atawhai*



Our ref: P 302

15 February 2002

Knight Frank Ltd  
Box 142  
CHRISTCHURCH

Dear Sir

**TENURE REVIEW: COAL CREEK (SHINGLE CREEK)**

I refer to your letter of 7 February 2002.

There is no known areas of public conservation land within the boundaries of this lease.

The attached plan shows an area of conservation land ( G43001) adjoining the western boundary of the lease and a marginal strip ( G43010 ) abuts a south east boundary. There are no concessions issued over either area.

As the department has not always received advice from LINZ when marginal strips are created the department is not able with certainty to say whether there are any other marginal strips affecting this property.

Yours faithfully

  
Ken Stewart  
Community Relations Supervisor  
For Conservator

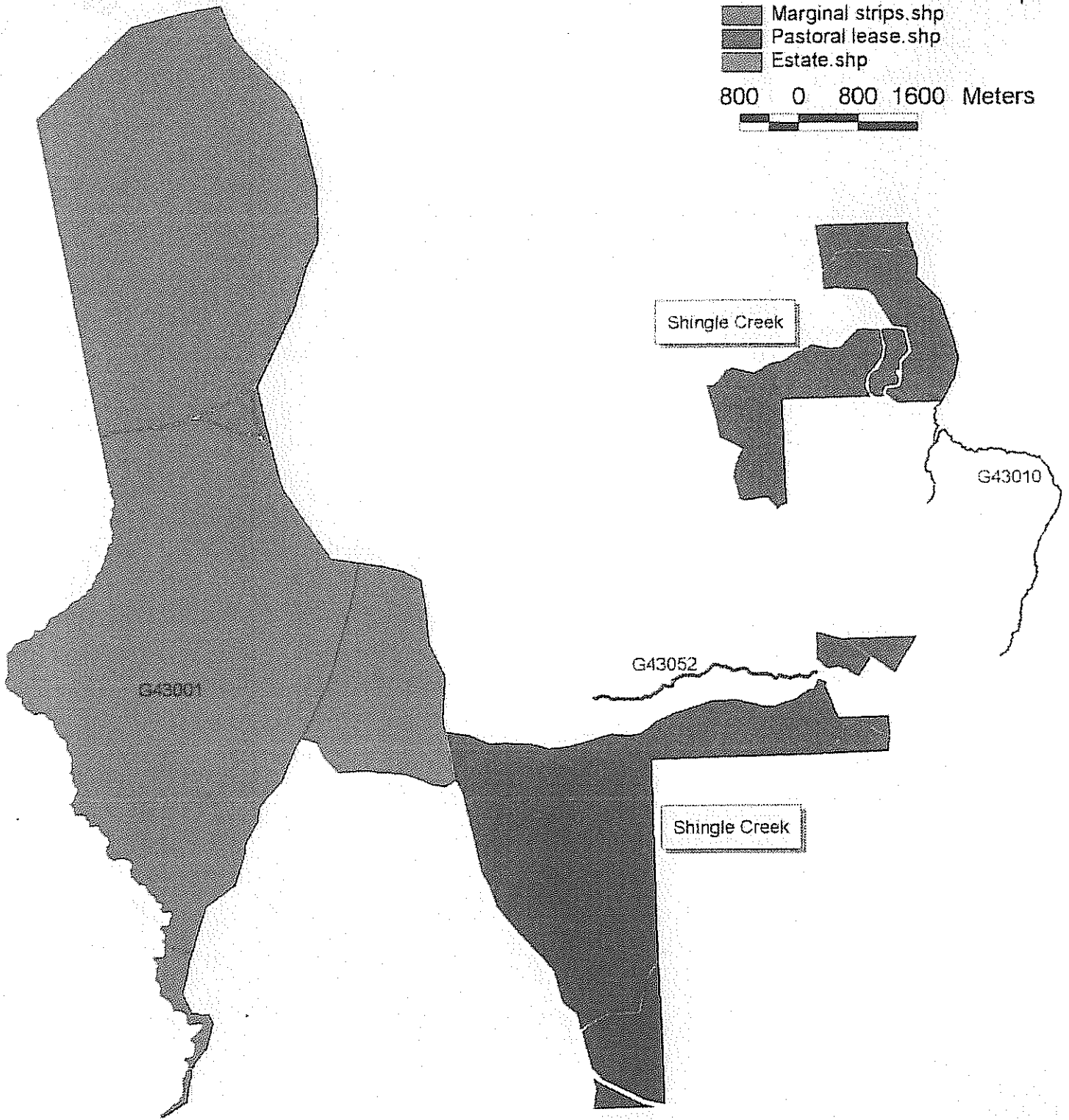


Shingle Pastoral Lease



- Marginal strips.shp
- Pastoral lease.shp
- Estate.shp

800 0 800 1600 Meters





# STATUS CHECK

John Wickliffe House  
Princes Street  
PO Box 896  
Dunedin  
New Zealand  
Phone 0-3-477 06  
Fax 0-3-477 35

DOSLI REFS:

DATE ..... / ..... / .....

JOB NO: 906 / 189

C'ST/DOCUMENTS: \_\_\_\_\_

FILE: 5400-02- 1124

LEG CARDS: \_\_\_\_\_

RECORD MAP: G43/3-2 & 12-08

CROWN LAND REGISTER: \_\_\_\_\_

PLANS: \_\_\_\_\_

MINING MAP: \_\_\_\_\_

LARES: U\* G43 \* 261 \* CO

DESCRIPTION ..... Coal Creek .....

## LEGAL DESCRIPTION

G43 261 CO

CL Creek Res intersecting Secs 35 & 42  
Blk V Teviot SD

2.4838 18

Category 18  
Allocation to Department  
of Lands for Disposal.

AREA ..... 2.4888 ha .....

STATUS ..... Crown Land (No Registration) Subject to the Land Act 1948 Administered by DOSLI .....

## ENCUMBRANCES

### PLAN REQUIREMENTS

- SURVEY PLAN
- COMPILED PLAN
- COMPUTED PLAN
- CHANGE OF APPELLATION

### VALUATION REFERENCE

28472/02300 Adj

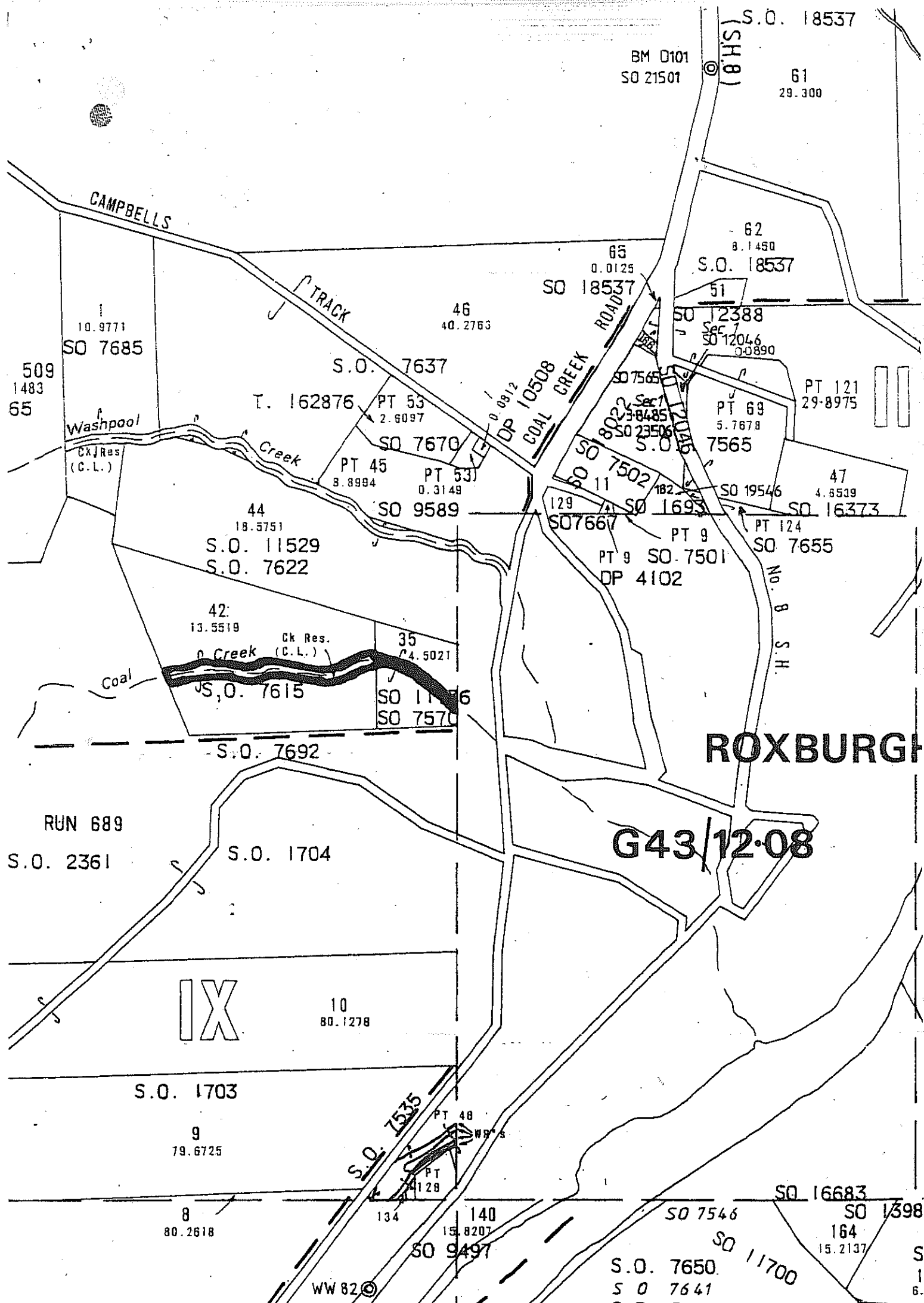
### NAME AND ADDRESS OF LOCAL RATING AUTHORITY

Central Otago District Council  
P.O. Box 122 Alexandra

### COMMENTS

SIGNED

FOR DISTRICT MANAGER/CHIEF SURVEYOR



ROXBURGH

G43/12-08

IX

S.O. 18537

BM D101  
SO 21501

61  
29.300

CAMPBELLS

TRACK

10.9771  
SO 7685

509  
1483  
65

Washpool  
Ck Res.  
(C.L.)

S.O. 7637

46  
40.2763

65  
0.0125  
SO 18537

62  
8.1450  
S.O. 18537

51  
SO 12388  
SO 12046  
0.0890

PT 121  
29.8975

T. 162876  
PT 53  
2.6097

SO 7670

PT 45  
8.8994  
PT 53  
0.3149

DP 10508  
0.0812  
COAL CREEK ROAD

SO 7565  
SO 8020  
SO 8485  
SO 23506  
S.O. 7565

PT 69  
5.7678

47  
4.8539

44  
18.5751

S.O. 11529  
S.O. 7622

SO 9589

129  
SO 7667

PT 9  
SO 7501  
DP 4102

SO 19546

PT 124  
SO 7655

SO 16373

Coal  
Creek  
Ck Res.  
(C.L.)

42  
13.5519

S.O. 7615

35  
4.5021

SO 11576  
SO 7570

S.O. 7692

RUN 689

S.O. 2361

S.O. 1704

ROXBURGH

G43/12-08

IX

10  
80.1278

S.O. 1703

9  
79.6725

S.O. 7535  
PT 48  
PT 4128

134

140  
15.8207

SO 9497

8  
80.2618

SO 7546

SO 16683

SO 1398

164  
15.2137

S.O. 7650

SO 11700

SO 7641

WW 82

742 000  
North Tairāri

35  
4.5021  
S.O. 11736

S.O. 7570

161  
4.4465  
S.O. 12235

S.O. 7629 S.O. 7506  
S.O. 7551

93  
5.0611  
S.O. 7628  
S.O. 18022

COAL

CREEK

Crown Land Res.  
Sale

Sec. 1  
SO 21017  
1-1850

Coal

Creek

SO 21017

PT 148  
2.9241  
S.O. 11691

S.O. 7611

1  
0.1012  
DP 8944  
S.O. 1

ROAD

2  
0.271  
D.P. 8

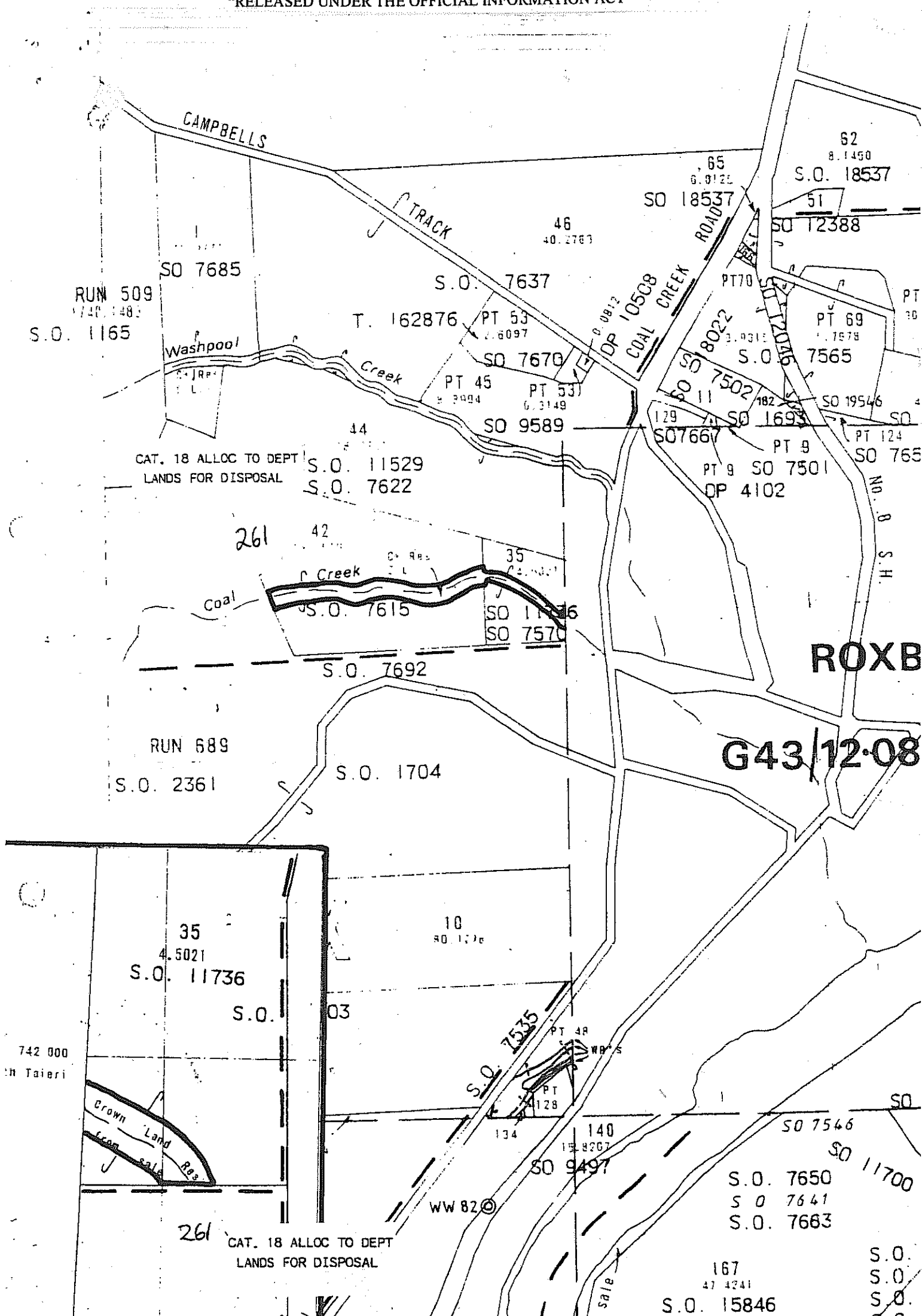
RUN 689

S.O. 2361  
S.O. 1704  
S.O. 7692

SO 21017

192

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RUN 509

S.O. 1165

SO 7685

46  
40.2763

S.O. 7637

T. 162876

PT 53  
2.6097

SO 7670

PT 45  
3.3994

PT 531  
6.3149

SO 9589

44

CAT. 18 ALLOC TO DEPT LANDS FOR DISPOSAL

S.O. 11529

S.O. 7622

261

42

Coal Creek

S.O. 7615

SO 11736

SO 7570

S.O. 7692

RUN 689

S.O. 2361

S.O. 1704

ROXB

G43/12-08

742 000  
M Taiari

Crown Land Res. Sale

261

CAT. 18 ALLOC TO DEPT LANDS FOR DISPOSAL

WW 82

S.O. 7535

PT 4R

PT 4128

134

140  
15.8267

SO 9497

SO 7546

SO 11700

S.O. 7650

S.O. 7641

S.O. 7683

167  
47.4241  
S.O. 15846

S.O.

S.O.

S.O.