

## **Crown Pastoral Land Tenure Review**

**Lease name : FOREST RANGE**

**Lease number : PO 215**

### **Due Diligence Report (including Status Report) - Part 3**

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**

PASTORAL LEASE  
LAND TENURE  
REVIEW

LAND STATUS  
CHECK

FOREST RANGE

RELEASED UNDER THE OFFICIAL INFORMATION ACT

**ABERCROMBIE AND ASSOCIATES LIMITED**  
PROPERTY MANAGERS AND CONSULTANTS

P O BOX 5056  
MORAY PLACE  
DUNEDIN

PHONE (03) 471 9496  
FACSIMILE (03) 471 9455  
EMAIL office@abercrombie.co.nz

C:\DATA\CONSULT\CLIENT\QVNZ\CONTRACT2002\mk2\CS Status Cert Forest Range.wpd

This report has been prepared on the instructions of Crown Property Management, Land Information New Zealand, and is undertaken for the purposes of the Crown Pastoral Leases Act 1998.

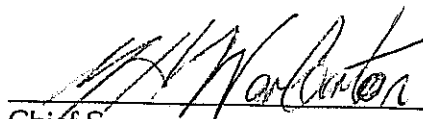
LAND STATUS REPORT FOREST RANGE		P215	[LIPS Ref. 12509]
Property	1	of	1

Land District	Otago
Legal Description	Run 236 B
Area	5462.4468 hectares
Status	Crown Land subject to Pastoral Lease
Instrument of Lease	Reg Vol OT386/108 registered in Land Transfer Office but not under Land Transfer Act
Encumbrances	Nil
Mineral Ownership	Crown [see comment below]
Statute	Land Act 1948, Crown Pastoral Land Act 1998

Data Correct as at:	18 March 2002
Accredited Supplier certification	As attached

Prepared by	David J Abercrombie
Crown Accredited Supplier	<b>Abercrombie &amp; Associates Ltd</b>

Certified correct as to status:

  
Chief Surveyor  
Land Information New Zealand, Dunedin

21/4/2002

Notes: This information does not affect the status of the land but was identified as possibly requiring further investigation at the due diligence stage: See Crown Pastoral Standard 6 paragraph 6	Resulting from the need to protect areas with high conservation values as well as delays in receiving decisions for farming practices the lessees solicitor contends there is a financial loss to the lessees in excess of \$20 000.
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Research Data: Some items may not be applicable

SDI Print obtained	Yes <i>[See attached]</i>
NZMS 261 Ref	G 40
Local Authority	Central Otago District Council
Crown Acquisition Map	Yes To determine agreement for purchase from Ngai Tahu
SO Plan	1182, 1183, 2294, 2689, 21519  <i>[See evidence attached]</i>
Relevant Gazette Notices	Gazette 1940 page 453  <i>[See evidence attached]</i>
CT Reference / Lease Reference	Pastoral Lease P 215, Reg Vol OT386/108. Lease renewed by 5008384.1. NOTE: For history of land see below <i>[See evidence attached]</i>
Legislation Cards	Yes <i>[See evidence attached]</i>
CLR	Yes <i>[See evidence attached]</i>
Allocation Maps [if applicable]	Not applicable
QVNZ Reference	28411/600
Crown Grant Maps	Yes - There are no references for the subject property

Research - continued

If Crown land - Check Irrigation Maps.	Yes There are no references for the subject property
Mining Maps	Yes There are no references for the subject property
Other Relevant Information	
a) Concessions - Advice from DoC	a) Nil <i>[See evidence attached from DoC]</i>
b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998	b) Only on divestment of freehold or a lease of fifty years or greater by LINZ as a Crown Body
c) Mineral Ownership	c) Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition from Ngai Tahu by way of the Kemp Purchase.
d) Other Info	

**History of ownership:**

Purchased from Ngai Tahu by the Kemp Purchase of 1848.

No record of crown grants having been made.

Selected for lease and Pastoral Licence 1389 granted [no registration].

On expiry of Pastoral Licence 1389, Pastoral Licence 1725 granted with effect from 1 September 1924 as recorded in register volume OT336/27 [Area of 13500 acres - 5463.2562 hectares by title metric conversion].

By gazette 1940 page 453 [Proc 4962], part of Run 236B comprising 2 roods was set apart for road. The appellation remained the same as recorded on SO's 1182 and 1183 but the balance area became 13498 acres.

Pastoral Lease P 215 granted with effect from 1 July 1959 as recorded in register volume OT386/108 [Area of 13498 acres - 5462.4468 hectares by title metric conversion].

Status, description of land and area are now as indicated above.

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EMAIL [office@abercrombie.co.nz](mailto:office@abercrombie.co.nz)

18 March, 2002

C:\DATA\CONSULT\CLIENT\QVNZ\CONTRACT2002\mk2\ICS Cover letter 2.wpd

The Chief Surveyor  
Land Information New Zealand  
Private Bag 1929  
DUNEDIN

REQUEST 48669 CERTIFIED DATA  
CPY-01/01.PGS-006.21/03/02.12:52



DocID: 110304527

Dear Sir

## **PROPERTY STATUS REPORT: FOREST RANGE OTAGO LAND DISTRICT**

References - Client: LIPS 12509  
- Accredited Supplier: 193/03/06

Please find enclosed:

- 1 In accordance with CCPO Crown Pastoral Land Standard 6 and OSG Standard 1999/5 Chief Surveyor Land Status Certifications, a status report for your consideration and decision.
- 2 Evidencing the result of the investigation for the land concerned and set out in appendix order copies of:

- |             |   |
|-------------|---|
| Appendix 1  | A locality plan   |
| Appendix 2  | SDI print   |
| Appendix 3  | Relevant survey plans   |
| Appendix 4  | Registered leases [current and historical]                                  |
| Appendix 5  | Documents - historical and/or registered against the current pastoral lease |
| Appendix 6  | Copy of legalisation cards  |
| Appendix 7  | Extract from Crown Land Register  |
| Appendix 8  | Quotable Value New Zealand valuation record                                 |
| Appendix 9  | Advice from Department of Conservation                                      |
| Appendix 10 | Other relevant information [if any]   |

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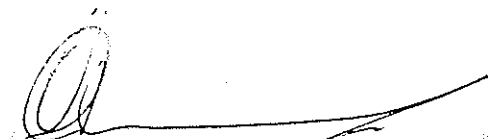
- 3 As required by Crown Property Management in specifications for complying with instructions on reporting for land status checks in terms of Crown Pastoral Land Standard 6 a certificate of authorisation.
- 4 A cheque at the amount of \$32.00, inclusive of GST, being the prescribed fee for your certification *[Please forward a receipt for this amount as soon as possible]*.

Could you please consider the enclosed status report and, if you concur, complete your certification and return the report to me. Because of the programme established by Crown Property Management, LINZ, it would be appreciated if this request could be treated as a matter of expediency.

Should any matter require clarification please do not hesitate to contact me any time at your convenience.

Thanking you in anticipation.

Yours faithfully

A handwritten signature in dark ink, consisting of a stylized 'D' followed by a long horizontal stroke that curves upwards at the end.

David J Abercrombie

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## **CERTIFICATION**

### **PRE TENURE REVIEW; LAND STATUS CHECK FOREST RANGE**


REFERENCE: LIPS 12509

1. I, David J Abercrombie [Nominated Person for Accredited Supplier - Abercrombie & Associates Limited] gives an assurance that:
  - a. I am authorised to undertake status checks by virtue of an agreement between Land Information New Zealand and Abercrombie & Associates Limited, and
  - b. I am authorised to undertake the status check in relation to a tenure review of the land concerned, and
  - c. The Land Status Report enclosed with this certificate is in order for signature.
2. The decision when made will comply with the following statutory requirements:

Crown Pastoral Land Act 1998
3. In giving this assurance David J Abercrombie undertakes that all relevant policy instructions, legal requirements, court judgements and any other matters have been taken into account and applied where appropriate.  
*[List all policy instructions, legal requirements, etc.]*

Instructions issued by Crown Property Management, LINZ

CCPO, Crown Pastoral Land Standard 6  
Paragraph 7.1  
Appendix 3



**David J Abercrombie**  
Accredited Supplier

Date: 18 March 2002



# FOREST RANGE LINDIS VALLEY CENTRAL OTAGO

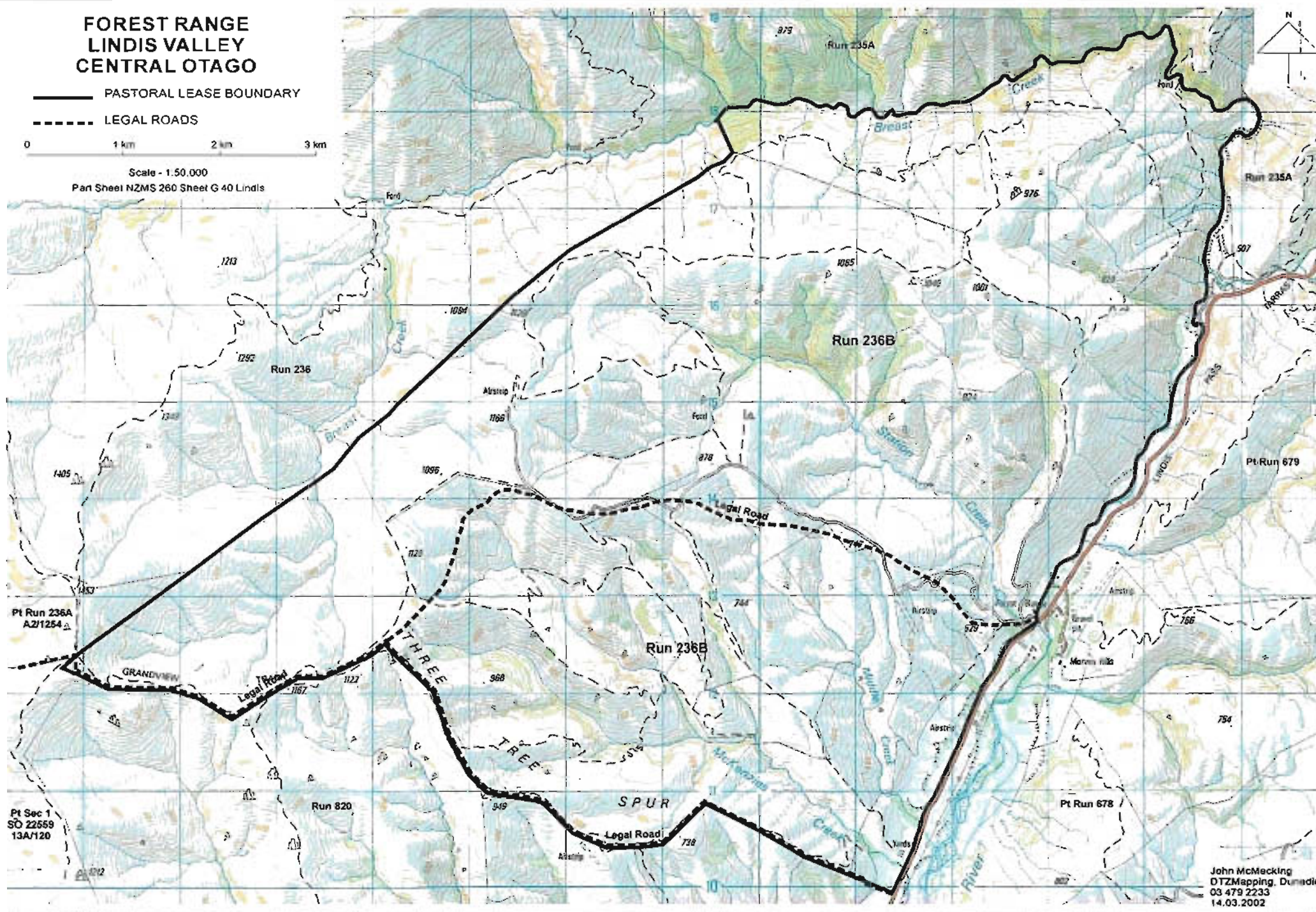
—— PASTORAL LEASE BOUNDARY

- - - - LEGAL ROADS

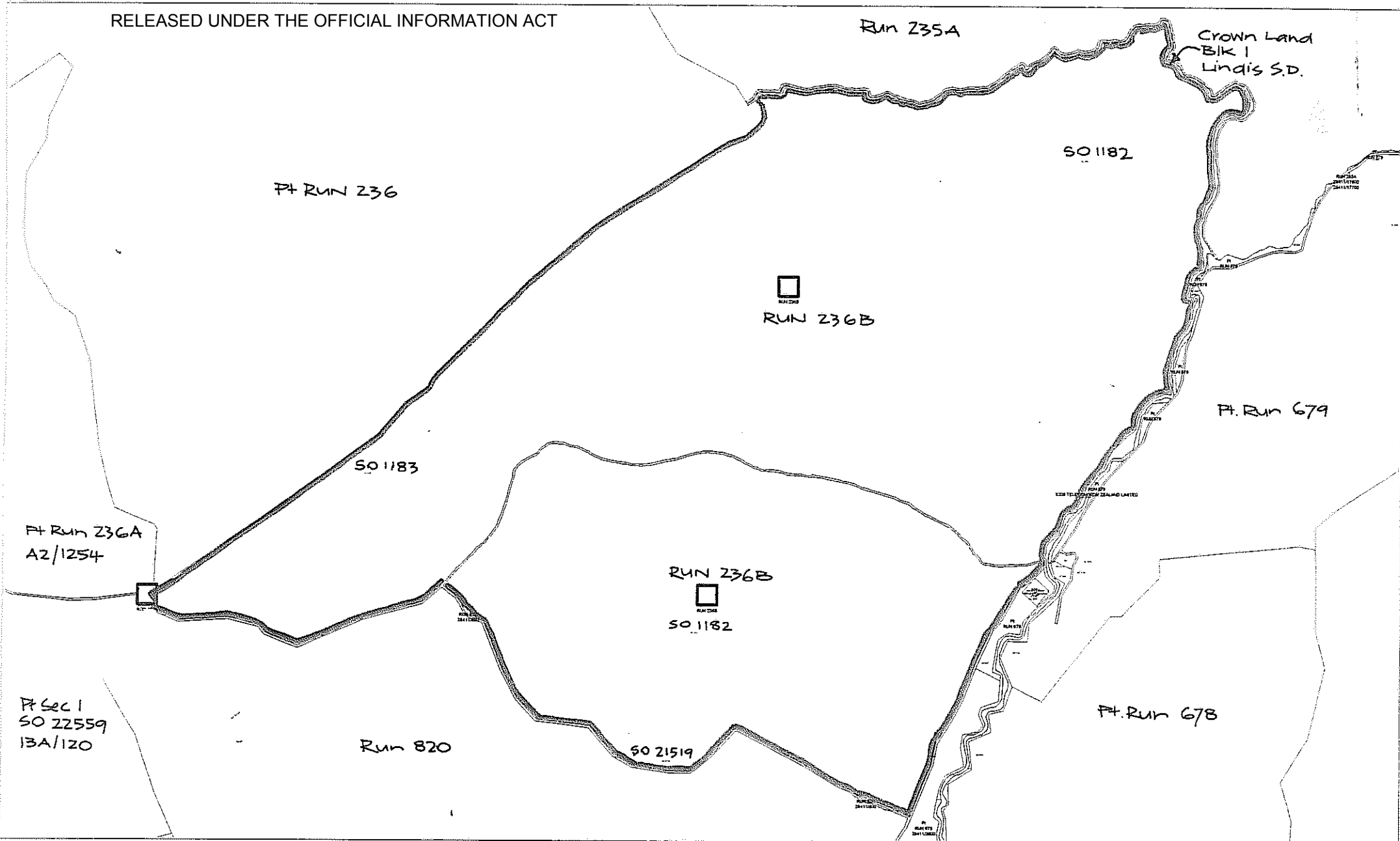
0 1 km 2 km 3 km

Scale - 1:50,000

Part Sheet NZMS 260 Sheet G 40 Lindis



John McMeckling  
DTZ Mapping, Dunedin  
03 479 2233  
14.03.2002

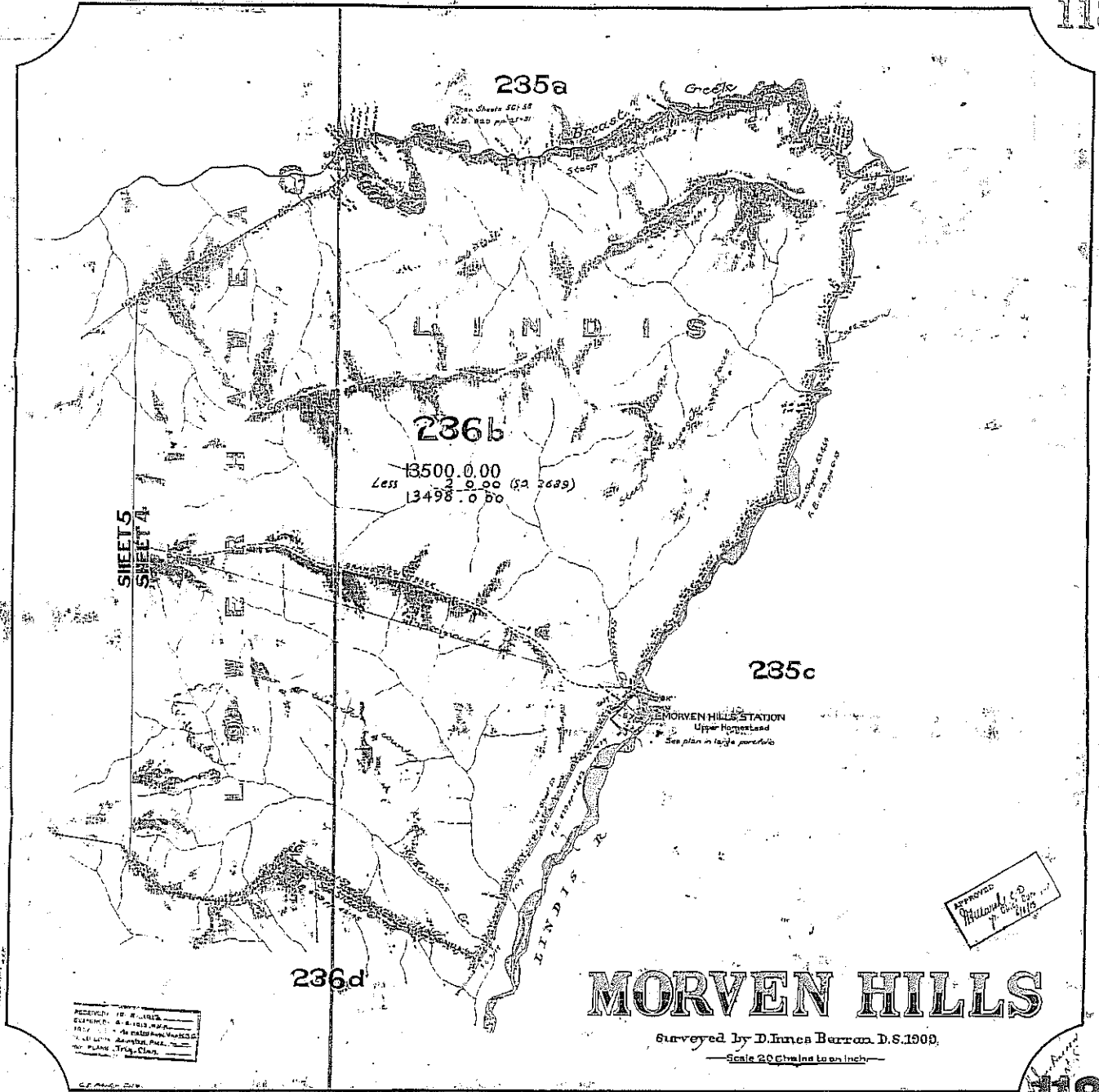




1182

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1182



1182

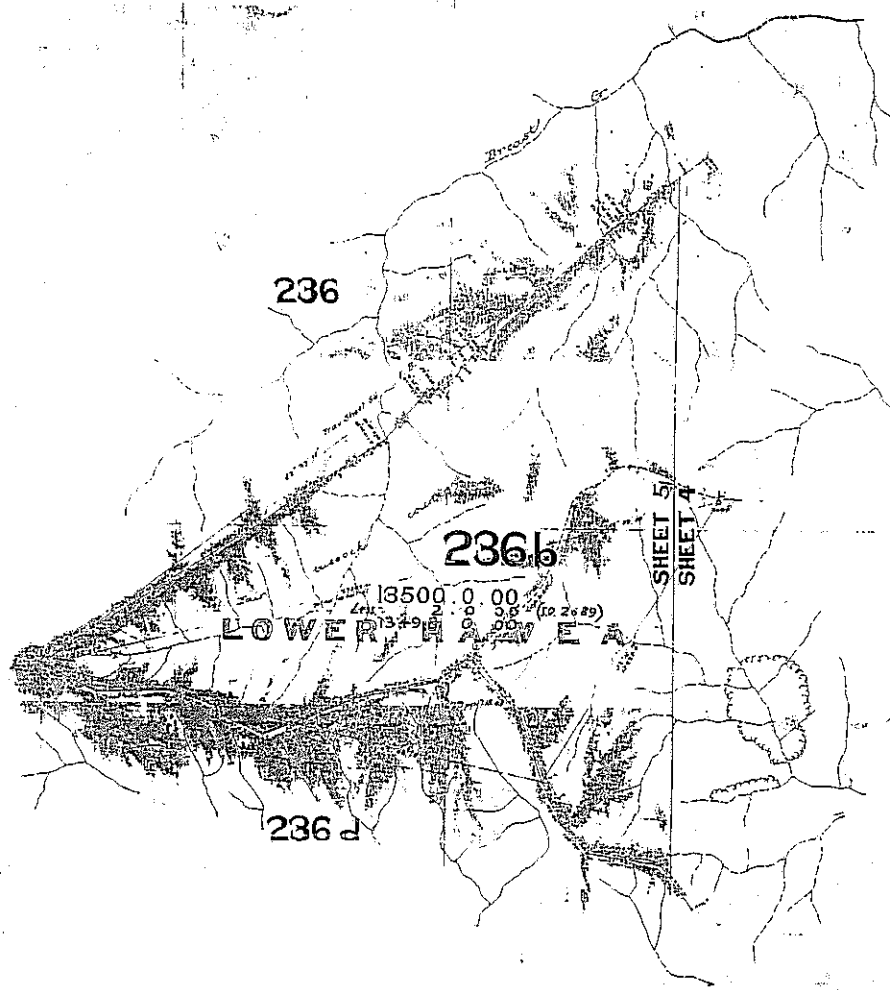
RUN 236b

1182  
Sheet 4

1183

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1183



# MORVEN HILLS

Surveyed by D. Innes Barron 1909.

Scale 20 chains to an inch

RECEIVED JAN 10 1910  
STANDARD. H. B. BARRON  
TRAY 10000. BARRON  
FIELD CO. 10000. BARRON  
H. B. BARRON

1183

RUN 236b



Sheet 5

1183

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2294

OTAGO LAND DISTRICT  
VINCENT COUNTY

Plan of  
Run 678  
Pt. Runs 679-680  
**LINDIS S. D.**

Surveyed by A.J. Houlston, Regd. Surveyor 1938.

Scale: 20 chs. to an inch.

Run 236b

Run 679

16650 acres

I, Adam John Henderson of Otago, Registered Surveyor  
hereby certify that this plan has been made from surveys  
extended by me; that both plan and survey are correct  
and have been made in accordance with the rules of the  
Surveyors Board.

Witness my hand and seal this 30th day of September 1938  
A. J. Houlston  
Registered Surveyor

**LINDIS S. D.**

Run 680

8310 acres

(13450 acres)

Run 678

5530 acres

Creek



See Plans L. 72

Run 675

Run 677

2294

2294

2689

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OTAGO LAND DISTRICT  
VINCENT COUNTY

L I N D I S

Run 236 b

Run 235c

Run 235c

Plan of  
Road deviations in Runs 235c & 236 b  
**LINDIS S.D.**

Surveyed by A.J. Houlston, Registered Surveyor, June, 1937

Scale: 5 chains to an inch

2689

1475

Trusts Executors & Agency Coy of  
N.Z. Ltd. as Executors in the Estate  
of Hector Gibson, Deceased.  
P.R. 1358

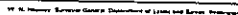
I, Adam John, Registrar of Deeds, Registered Surveyor, hereby certify that this plan has been  
made from surveys executed by me; that both plan and survey are correct, and have been  
made in accordance with the rules of the Survey Board  
Dated at ... this 22<sup>nd</sup> day of ... 1937

Registered Surveyor

APPROVED  
G.A. Houlston  
21/1/1938

New roads coloured red & blue Gazette 1937 page 253 Mac 1937  
Roads already coloured green Gazette 1934 page 2164 1/1/35

2689





# COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952

Search Copy



R.W. Muir  
Registrar-General  
of Land

Identifier **OT386/108**  
Land Registration District **Otago**  
Date Registered 21 May 1959 09:54 am

## Prior References OT336/27

Type	Lease under s83 Land Act 1948		
Area	5462.4468 hectares more or less	Term	33 years commencing on the first day of July 1959

## Legal Description Run 236B

### Proprietors

Russell Stewart Emmerson as to a 1/4 share

Jeanette Emmerson as to a 1/4 share

Russell Stewart Emmerson, Jeanette Emmerson and The Trustees Executors and Agency Company of New Zealand Limited as to a 1/2 share

## Interests

532484.6 Mortgage of their half share Russell Emmerson, Jeanette Emmerson and The Trustees Executors and Agency Company of New Zealand to Russell Stewart Emmerson - 2.4.1980 at 2.01 pm

860274.4 Mortgage to (now) AMP Bank Limited - 15.7.1994 at 9:04 am

860274.5 Memorandum of Priority making Mortgages 860274.4 and 532484.6 first and second mortgages respectively - 15.7.1994 at 9.04 am

861600.1 Mortgage to Bank of New Zealand - 3.8.1994 at 9.10 am

861600.2 Memorandum of Priority making Mortgages 861600.1 and 532484.6 second and third mortgages respectively - 3.8.1994 at 9.10 am

5008384.1 Variation of within Lease renewing the term for 33 years commencing on 1.7.1992 - 6.9.2000 at 9:00 am





# COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952

## Historical Search Copy



**Identifier** OT386/108  
**Land Registration District** Otago  
**Date Registered** 21 May 1959 09:54 am

### Prior References

OT336/27

Type	Area	Term
Lease under s83 Land Act 1948	5462.4468 hectares more or less	33 years commencing on the first day of July 1959

### Legal Description

Run 236B

### Original Proprietors

Russell Stewart Emmerson as to a 1/4 share

Jeanette Emmerson as to a 1/4 share

Russell Stewart Emmerson, Jeanette Emmerson and The Trustees Executors and Agency Company of New Zealand Limited as to a 1/2 share

### Interests

532484.6 Mortgage of their half share Russell Emmerson, Jeanette Emmerson and The Trustees Executors and Agency Company of New Zealand to Russell Stewart Emmerson - 2.4.1980 at 2.01 pm

860274.4 Mortgage to Australian Mutual Provident Society - 15.7.1994 at 9.04 am

860274.5 Memorandum of Priority making Mortgages 860274.4 and 532484.6 first and second mortgages respectively - 15.7.1994 at 9.04 am

861600.1 Mortgage to Bank of New Zealand - 3.8.1994 at 9.10 am

861600.2 Memorandum of Priority making Mortgages 861600.1 and 532484.6 second and third mortgages respectively - 3.8.1994 at 9.10 am

5008384.1 Variation of within Lease renewing the term for 33 years commencing on 1.7.1992 - 6.9.2000 at 9:00 am

5028446.1 Change of Name of the mortgagee in mortgage 860274.4 to AMP Life Limited - 12.3.2001 at 9:00 am

5028446.2 Transfer of Mortgage 860274.4 to AMP Bank Limited - 12.3.2001 at 9:00 am

Issued as a Renewal of (or in Exchange for) Lease  
registered in Vol. 336 fol. 27

NEW ZEALAND

OTAGO  
LAND DISTRICT

LAND & DEEDS registered in the LAND REGISTRY OFFICE  
not under the LAND TRANSFER ACT.

Instrument: Chancery  
Date: 21 MAY 1950  
Time: 9.54  
Folio: 15  
Abstract No. 332

Registered in the Register-book, Vol. 386 fol. 108  
the 21st day of May  
1950 at 9.54 dock.

Asst. Land Registrar

## Pastoral Lease of Pastoral Land under the Land Act, 1948

No. P.215

This Deed, made the ..... first ..... day of ..... March ..... one thousand nine hundred and fifty-nine ..... between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and ..... of the other part, and ..... (who, with his executors, administrators, and permitted assigns, is hereinafter referred to as "the Lessee"), of the other part, WITNESSETH that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained or implied and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee A.D. those pieces or parcels of land containing by admeasurement ..... 13,498 ..... acres

For Diagram

See Other Sheet

(hereinafter referred to as "the said land"), as the same is more particularly delineated in the plan drawn hereon and therein coloured red in outline; together with the rights, easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of thirty-three years, commencing on the first day of July ..... one thousand nine hundred and fifty-nine ..... together with the period between the date of this lease and the aforesaid first day of July, one thousand nine hundred and fifty-nine ..... 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 ninety pounds ..... (£90. - -) 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 ..... on the 1st day of January and the 1st day of July in each and every year in the same manner as a 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 for the purposes of a pastoral lease 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 fence 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, 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, 1933.
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 deposits 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, woodmaking, or building purpose on the said land nor where the timber or tree has been planted by the Lessee.
11. THAT the Lessee shall not, except for the purpose of complying with any of the provisions of the Forests Act, 1910, 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 game, 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 the right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1910) on or under the surface of the said land, and all such minerals are reserved to the Lessee together with a free right of way over the said land in favour of the Commissioner or of any person authorised 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 60 feet of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 feet of any building (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, woodmaking, or building purpose on the said land, but not otherwise.

(c) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter at the expiration of each succeeding term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 65 (3) of the Land Act, 1910, 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 the present provision for the renewal thereof and all provisions ancillary or in relation thereto.

- 384108
- (4) THAT the Lessee shall have no right of acquiring the fee-simple of the said land.
- (5) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary,--
- Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;
  - Crop such area of the said land as is sufficient for the use of himself and family and his employees;
  - Plough and sow in grass any portion of the said land;
  - Clear any portion of the said land by felling and burning bush or scrub and sow the land in cleared in grass;
  - Barren sow in grass any portion of the said land.
- Provided that the Lessee shall, on the termination of the lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clover and grasses to the satisfaction of the Commissioner.
- (7) THAT the Lessee shall exercise due care in stocking the said land and shall not overstock the said land for the purpose of this clause is to 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 winter months shall not, without the prior consent of the Commissioner, exceed as follows:--
- See below.
- (8) 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 to comply with the covenants and conditions herein expressed or implied to the satisfaction of the Land Settlement Board or its Commissioner, or if he shall 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 146 of the Land Act, 1948, declare this lease to be forfeit, and that without ducking or releasing the Lessee from liability for rent due or accruing due for any prior breach of any covenant or condition of the lease.
- (9) THAT these presents are intended to take effect as a pastoral lease under the Land Act, 1948, and the provisions of the said Act and of the regulations made thereunder applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

**SCHEDULE**

IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE

NIL.

In witness whereof the Deputy 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 Deputy Commissioner, on behalf of the Lessor, in the presence of--

Witness: Bruce Laidlaw  
Occupation: Chief Clerk & Survey Dept  
Address: Dunedin

John Macleod  
Deputy Commissioner of Crown Lands.

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

Witness: R. J. Hall  
Occupation: Postmaster  
Address: Tarras

G. B. Henderson  
Lessee.

- \*(1) 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 2500 inclusive of 1400 ewes (being an increase of ten per cent on the carrying capacity on which is based the rent hereinafore 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.

John Macleod  
Deputy Commissioner of Crown Lands.

G. B. Henderson  
Lessee.

309185 Transmission to the Trustees Executors and Agency Company of New Zealand Limited 16.12.1966 at 2.29 pm.

376801 Land Improvement Agreement under sub Section 3 of Section 146 of the Soil Conservation and Rivers Control Act 1948 at 8.40.1971 at 11.20am

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

J. B. Macleod A.L.R.

452385/2 Transfer to Russell Stewart Emmerson of Tarras Farmer - 22.12.1975 at 2.2 pm

372998 Transfer of a 1/2 share to Russell Stewart Emmerson of Tarras, Farmer - 14.7.1971 at 2.56 pm

452385/3 Mortgage to The Rural Banking and Finance Corporation of New Zealand 22.12.1975 at 2.2 pm

372999 Mortgage of 1/2 share Russell Stewart Emmerson to The Trustees Executors and Agency Company of New Zealand Limited and Ian David Scott 14.7.1971 at 2.57 pm

452385/4 Mortgage to The Trustees Executors and Agency Company of New Zealand Limited and Ian David Scott 22.12.1975 at 2.2 pm

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469163 Discharge pursuant to the  
Soil Conservation and Rivers  
Control Act 1931 entered  
22.11.1978 at 11.57 am

A.L.R.

469989 Mortgage to The Rural Banking  
and Finance Corporation of New Zealand  
- 2.12.1978 at 11.57 am

A.L.R.

494389 Variation of Mortgage 469989  
- 10.4.1978 at 1.42 pm

518487 Mortgage to The Rural Banking  
and Finance Corporation of New Zealand -  
28.6.1979 at 2.00 pm

A.L.R.

522524 Statutory Land Charge  
pursuant to the Housing Act 1939  
- 11.9.1979 at 9.27 am

A.L.R.

532484/1 Transfer of a  $\frac{1}{2}$  share to Russell  
Stewart Emmerson abovenamed and Jeanette  
Emmerson his wife and The Trustees Executors  
and Agency Company of New Zealand Limited -  
2.4.1980 at 2.01 pm

A.L.R.

532484/2 Mortgage to The Trustees Executors  
and Agency Company of New Zealand Limited -  
2.4.1980 at 2.01 pm

A.L.R.

532484/3 Memorandum of Priority ranking  
Mortgage 532484/2 as a first mortgage,  
mortgage 452385/3 as a second mortgage,  
mortgage 452385/4 as a third mortgage and  
mortgage 469989 as a fourth mortgage and  
mortgage 518487 as a fifth mortgage -  
2.4.1980 at 2.01 pm

A.L.R.

532484/4 Variation of Mortgage 452385/3 -  
2.4.1980 at 2.01 pm

A.L.R.

532484/6 Mortgage of their  $\frac{1}{2}$  share Russell  
Stewart Emmerson, Jeanette Emmerson and The  
Trustees Executors and Agency Company of  
New Zealand Limited to Russell Stewart  
Emmerson - 2.4.1980 at 2.01 pm

A.L.R.

A.L.R.

544458/1 Mortgage to The Rural Banking and  
Finance Corporation of New Zealand - 6.11.1980  
at 11.57 am

A.L.R.

544458/2 Mortgage to The Rural Banking and  
Finance Corporation of New Zealand - 6.11.1980  
at 11.57 am

A.L.R.

544458/3 Variation of Mortgage 518487 -  
6.11.1980 at 11.57 am

A.L.R.

553855/2 Variation of Mortgage 532484/2 -  
11.5.1981 at 1.40 pm

A.L.R.

553855/3 Variation of Mortgage 469989 -  
11.5.1981 at 1.40 pm

A.L.R.

553855/4 Variation of Mortgage 518487 -  
11.5.1981 at 1.40 pm

A.L.R.

558620 Variation of Mortgage 518487 -  
28.7.1981 at 10.15 am

A.L.R.

562738 Variation of Mortgage 469989 -  
30.9.1981 at 1.49 pm

A.L.R.

580046/1 Variation of Mortgage 544458/2 -  
27.7.1982 at 1.37 pm

A.L.R.

580046/2 Variation of Mortgage 518487 -  
27.7.1982 at 1.37 pm

A.L.R.

626837 Transfer of 1/2 of his 1/2 share,  
Russell Stewart Emmerson to Jeanette Emmerson  
abovenamed produced 5.12.1984 and entered  
22.2.1985 at 11.36 am.

A.L.R.

639189/1 Variation of Mortgage 532484/2 -  
18.7.1985 at 9.39 am

639189/6 Mortgage to The Rural Banking and  
Finance Corporation of New Zealand - 18.7.1985  
at 9.39 am

DISCHARGED

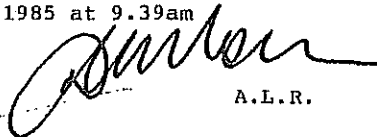
A.L.R.

A.L.R.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

C.T. 386/108

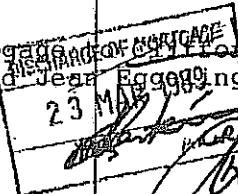
639189/7 Memorandum of Priority ranking Mortgage 639189/5 as a second mortgage, Mortgage 518487 as a third mortgage, Mortgage 532484/6 as a fourth mortgage and Mortgage 544458/2 as a fifth mortgage - 18.7.1985 at 9.39am

  
A.L.R.

861600/2 Memorandum of Priority ranking Mortgage 861600/1 as third Mortgage and Mortgage 532484/6 as fourth Mortgage - 3.8.1994 at 9.10am

  
A.L.R.

684264 Mortgage to Arthur Eggeling and Jean Eggeling - 5.8.1987 at 9.44am



  
A.L.R.

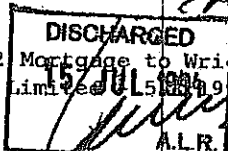
895041 Exploration Permit under Section 81 Crown Minerals Act 1991 over part of the land in favour of Aurum Reef Resources (NZ) Limited for a term of 2 years commencing on 23.11.1994 - 18.11.1995 at 9.01am See Volume 9D Folio 529

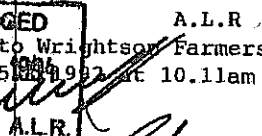
P Ellwood.  
A.L.R.

797511/1 Variation of Mortgage 532484/2 - 5.2.1992 at 10.11am

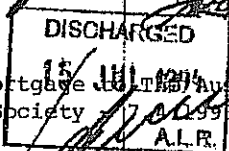


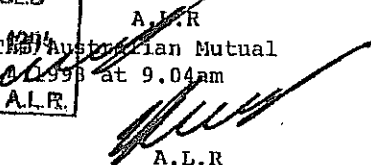
797511/2 Mortgage to Wrightson Farmers Finance Limited - 15.11.1991 at 10.11am



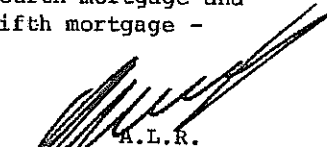
  
A.L.R.

827314/3 Mortgage to The Australian Mutual Provident Society - 7.4.1993 at 9.04am

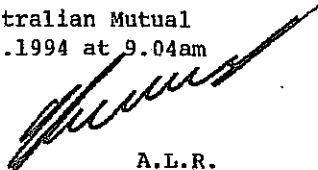


  
A.L.R.

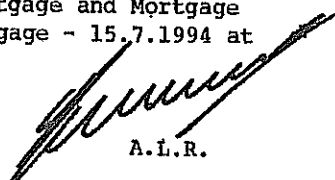
827314/6 Memorandum of Priority ranking Mortgage 827314/3 as a first mortgage, Mortgage 639189/6 as a second mortgage, Mortgage 532484/6 as a third mortgage, Mortgage 544458/2 as a fourth mortgage and Mortgage 797511/2 as a fifth mortgage - 7.4.1993 at 9.04am

  
A.L.R.

860274/4 Mortgage to Australian Mutual Provident Society - 15.7.1994 at 9.04am

  
A.L.R.

860274/5 Memorandum of Priority ranking Mortgage 860274/4 as first Mortgage, Mortgage 544458/2 as second Mortgage and Mortgage 532484/6 as third Mortgage - 15.7.1994 at 9.04am

  
A.L.R.

8600/1 Mortgage to Bank of New Zealand - 3.8.1994 at 9.10am

  
A.L.R.

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*Lindis & Lower Hawea S.D.'s*

386/108

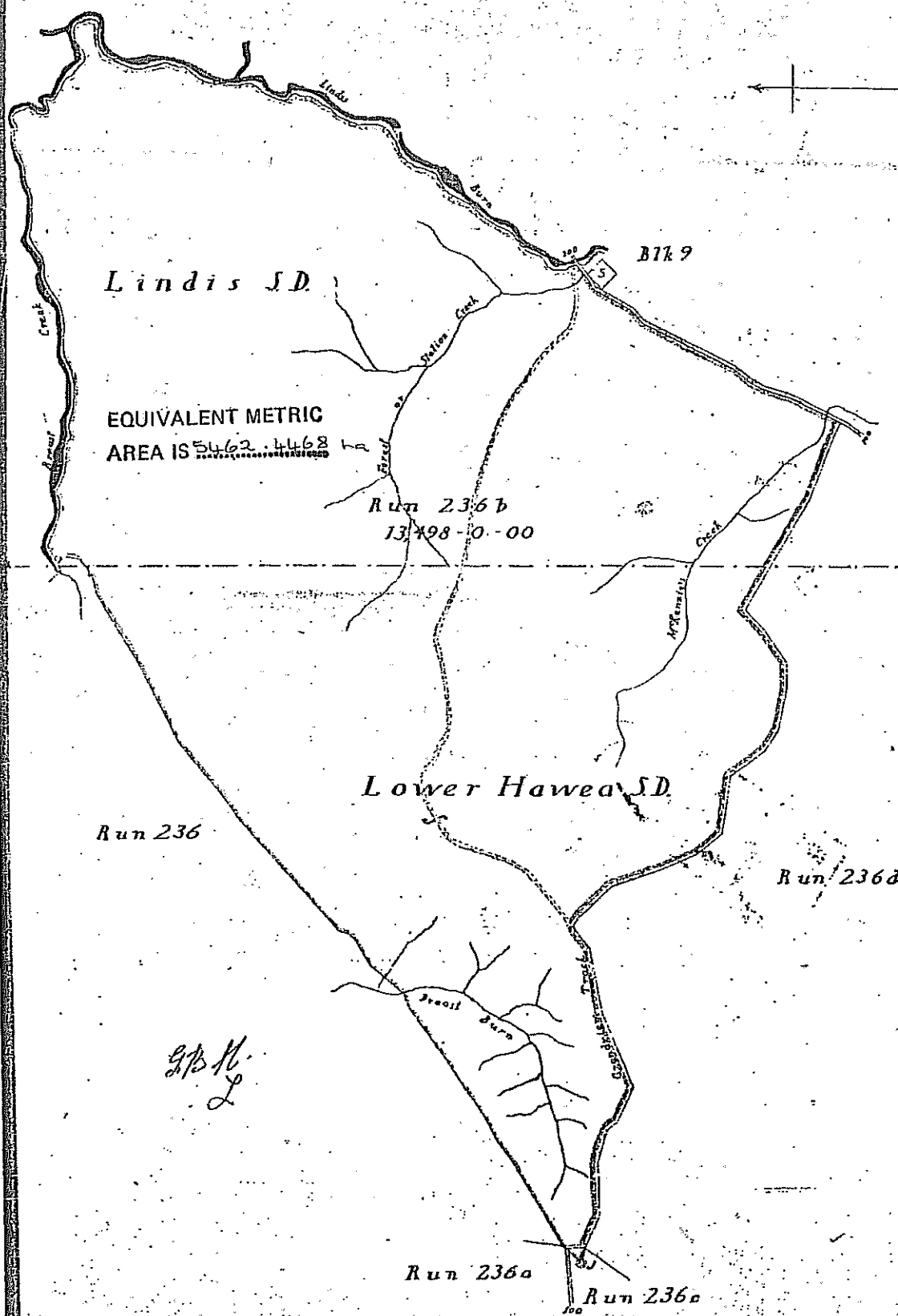
tenant clothes and grasses to  
spread before the land.  
The Commission, however, cannot  
guarantee and conditions herein  
in the payment of rent, water  
can be to be effect, and that  
surrender applicable to such

hath hereunto set his

*her*  
of Crown Lands.

stocked so long  
(being an  
ward) but the  
or should be deemed  
or amendment  
consented to by

*Her*  
Lessee.



*Lindis S.D.*

EQUIVALENT METRIC  
AREA IS 5462.4468 ha

Run 236b  
13498-0-00

*Lower Hawea S.D.*

Run 236

Run 236d

Run 236a

Run 236a

Scale: 40 chains to an inch



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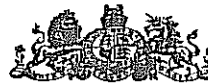
Image Quality due  
to Condition  
of Original

NEW ZEALAND.

[Crown Lands B.-2.]

PLAN OF RUN No. 236A

No. 1325, National Endowment.



Volume 336 folio 27

# License to occupy Crown Lands for Pastoral Purposes.

Whereas GEORGE BAIN HENDERSON has been granted a license to occupy for Pastoral Purposes all that area of Crown lands containing by estimation Thirteen thousand and five hundred (13,500) acres, more or less, and being Run numbered Two hundred and thirty-six B (236B) classed as pastoral - agricultural land, in terms of section 225 thereof, situate in the County of Vincent, 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 hath paid the sum of Fifty pounds (£50 - - -), being the first half-year's rent in advance for such Run: The said George Bain Henderson 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 1924, 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 one hundred pounds (£100 - - -), 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 having already been made, and the next of such half-yearly payments to be made on the first day of September, 1924.

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 237 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.

This license is granted as a renewal of Pastoral License No. 1389, in terms of Section 56 of The Land Laws Amendment Act, 1913.

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

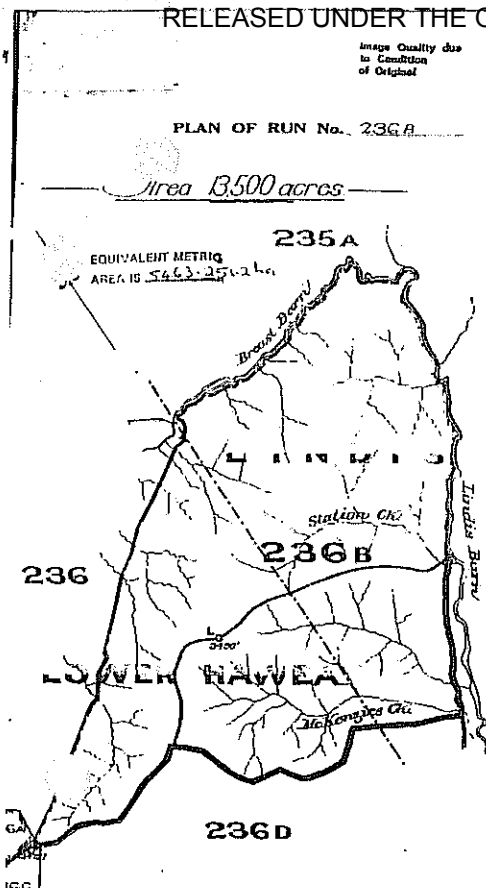
In witness whereof the Commissioner of Crown Lands, on behalf of the Land Board of the Otago Land District, hath hereunto set his hand, this first day of March, 1924.

*Estlinville*  
Commissioner of Crown Lands.

I, GEORGE BAIN HENDERSON, the above-named licensee, hereby accept this license on the terms and conditions specified therein.  
*G.B. Henderson*  
Licensee.

Scale: 1 mile = 1 inch.

*[Signature]*



THE BANK BOARD OF THE Otago Land District has this day consented to the mortgage of the within written Licence from George Bain Henderson of Oamaru Sheep-farmer to Sarah Ellen Stone wife of Arthur Stone of Dunedin salesman.

Dated at Dundas this 8th day of October, 1924.

Commissioner of Crown Lands.

notice of the discharge of the mortgage from George H. Thacker  
of Harard Allen from has been received and such notice has this day been  
recorded in the books of this Department  
Dated at Denver, this 9th day of June 1907

Dated at Shimoga this 5th day of July 1927

[illegible]

Dated at Hyderabad this 13<sup>th</sup> day of 8-1901 A.D.

This 8<sup>th</sup> day of February 1939 I hereby certify  
 of Dundee, Ontario, successor in the estate  
 of Christiana Forbes Gammie, late of Dundee  
 Ontario deceased in writing registered and  
 purporting to be written without  
 which she was in George Ross R.

PASTURAGE LICENSE.

# STUDY OF THE COLLECTOR

## COMMISSIONER OF GROWN LANDS

Date: 1st March, 1924

1-1-1

[illegible]

See new lease 386/108.