

Crown Pastoral Land Tenure Review

Lease name : MT DASHER

Lease number : PO 030

Public Submissions – Part 1

These submissions were received as a result of the public advertising of the Preliminary Proposal for Tenure Review.

These submissions are released under the Official Information Act 1982.

May

16

Submission 1



Waitaki

DISTRICT COUNCIL
TE KAUNIHERA Ā ROHE O WAITAKI

Growing strong communities.

31 July 2015

Commissioner of Crown Lands
Land Information New Zealand Crown Property
Private Bag 4721
Christchurch 8140

Phone 03 433 0300

Web www.waitaki.govt.nz

Office 20 Thames Street
Private Bag 50058
Oamaru 9444

Dear Sir/Madam

Submission - Mt Dasher Tenure Review

Waitaki District Council appreciate the opportunity to submit on the proposed Tenure Review for Mt Dasher.

The public roads in the area surrounding Mt Dasher are part of the Waitaki District Council roading network and formed roads are maintained to certain pre-determined points based on current use. Our submission is to make comment on this.

Our submission is to record our understanding that there is no expectation or obligation placed on Council to provide access to any standard, including a proposed carpark, beyond the existing formed and maintained section of Blackcap Road that terminates at the cattle yards/airstrip.

Council is prepared to assist the Department of Conservation with future maintenance of the proposed Blackcap Road extension (Airfield to Point (a) – see Mt Dasher Tenure Review Preliminary Proposal Map) and planned carpark, subject to negotiation. All costs would need to be met by the Department of Conservation following negotiation and agreement between the parties.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Michael Ross'.

Michael Ross
Chief Executive Officer

Cc: Michael Voss
Councillors



KA1099996

Submission 2



HERITAGE NEW ZEALAND
POUHERE TAONGA

Our Ref: 22015-001
: CLDA2015-131
Your Ref: Po359

6 August 2015

The Manager
Crown Property & Investment
LINZ
CBRE House, 112 Tuam St
Private Bag 4721
CHRISTCHURCH 8140

Dear Sir/Madam

RE: MT DASHER PASTORAL LEASE TENURE REVIEW

Thank you for your letter of 13 June 2015 concerning the tenure review of Mt Dasher Pastoral Lease.

Heritage New Zealand Pouhere Taonga is a Crown Entity and is New Zealand's lead agency in historic heritage management. Its purpose is to promote the identification, protection, preservation and conservation of the historical and cultural heritage of New Zealand, as provided for in the Heritage New Zealand Pouhere Taonga Act 2014.

Heritage New Zealand understands the significant inherent values approach for tenure review. These reviews offer a 'one off' opportunity to ensure the Crown's commitment to the identification of heritage values located on pastoral lease land and warranting recognition and protection is met.

Heritage New Zealand has undertaken a desktop check for the area covered by Mt Dasher which included checking the New Zealand Heritage List/Rārangī Kōrero, the NZ Archaeological Association database, and a review of information available to Heritage New Zealand's Regional Archaeologist for Otago/Southland. We advise the following from our investigations:

1. Mt Dasher Heritage Survey


- 1.1. Heritage New Zealand notes that Shar Briden (Technical Advisor, Historic) has conducted a thorough heritage survey and report.
- 1.2. We support the recommendation in this report that the Trigs lying in the lease land become a Crown controlled Conservation Area.

2. Recommendation: Conservation Covenant

- 2.1 Briden's report clearly states that the lease includes significant pastoral history.
- 2.2 However, we are concerned that a number of pastoral features that provide a complete story of the former history of the property are not adequately protected under the current proposals. Given their collective significance, they justify protection. These include the musterers' huts (Mitchell's and Scout's), which represent the few original huts still remaining; and the nineteenth century fence lines, which are at risk. In 2007 Heritage New Zealand wrote to the Department of Conservation Conservator concerning this loss of nineteenth century fence lines to New Zealand's pastoral landscape (see enclosure).
- 2.3 Heritage New Zealand recommends another Conservation Covenant to protect the following features:
- Mitchell's Hut
 - Scout's Hut
 - sheep yards
 - dog yards
 - nineteenth century fence line remains (for example the snowline fence posts)
 - cairns, particularly the one identified by a metal cross inscribed with 'In Memory James Wing'
- 2.4 The Conservation Covenant should identify the importance of these structures/features and prevent their demolition or removal.

Thank you for the opportunity to comment on the Mt Dashers tenure review proposal. Please let us know if you have any queries with respect to the above.

Yours sincerely



Jonathan Howard

Area Manager (Otago/Southland)

Submission 3

Reference: Benjamin Coleman/Michelle MacDonald
By Email: pastoral&tenurereview@linz.govt.nz

19 November 2015

The Commissioner of Crown Lands
Land Information New Zealand
Crown Property
CBRE House, 112 Tuam Street
Private Bag 4721
CHRISTCHURCH 8140

Dean
& Associates
Barristers and Solicitors

20 Wear St, Oamaru
PO Box 242, Oamaru
New Zealand 9444
DX: WA32523
office@deanlaw.co.nz
Tel: (03) 434-5128
Fax: (03) 434-7695
www.deanlaw.co.nz

Trust Account:
03 0937 0024124 02

Dear Colleagues

Re: Mt Dasher Tenure Review - Notice of Preliminary Proposal

1. We act for Martin and Janene Parsons and advise we are instructed to make a submission on their behalf.
2. We attach a copy of a letter forwarded to Land Information New Zealand ('LINZ') on the 1st October 2015 in which we have raised issue of the land status of Black Cap Road, one of the areas involved in this review.
3. Accordingly, this forms part of our clients' submission bringing to your attention the current dispute over the status of this land.
4. Please do not hesitate to contact us should you have any further questions.

Yours faithfully
Dean & Associates



Michelle MacDonald
Solicitor

Email: MichelleM@deanlaw.co.nz
Web: www.deanlaw.co.nz

Partners:

William Dean LLB
Benjamin Coleman BA, LLB



MM-060178-3-7-V1

Reference: Benjamin Coleman/Michelle Macdonald

Dean
& Associates
Barristers and Solicitors

1 October 2015

Land Information New Zealand
P O Box 5501
WELLINGTON 6145

Attention: The Crown Property Group

20 Wear St, Oamaru
PO Box 242, Oamaru
New Zealand 9444
DX: WA32523
office@deanlaw.co.nz
Tel: (03) 434-5128
Fax: (03) 434-7695
www.deanlaw.co.nz

Trust Account:
03 0937 4124 02

Dear Colleagues

Re: Land Status - Black Cap Road - Certificate of Title OT14B/231

1. We refer to the above Certificate of Title and in particular, a paper road running through the northwest corner of the property that is purported to be a legal road (known as Black Cap Road).
2. We wish to raise an objection with the status of Black Cap Road's status as a legal road for reasons that we shall address below.

History of the land and the eventuation of Black Cap Road

3. It appears the relevant land was purchased by the Crown from Ngai Tahu by way of Kemp deed in 1848.
4. The first subdivision by Crown resulted in the land being defined as Run 98. This was approved as to survey by chief surveyor on 3rd July 1914.
5. We attach a copy of SO 723 marked "1" for your reference and draw your attention to the fact that there is no strip of road leading through the northwest corner of Run 98 (marked 1).
6. Further, you will observe there is a strip of road on the adjoining property; however, it very clearly and unequivocally ends on the northern boundary of the property and fails to extend into Run 98.
7. Notwithstanding the fact that the plan displays representations of yards, streams, and various other features, there is no representation of a track, road or anything through the northwest corner of Run 98.
8. We enclose further plans for you SO 702 marked "2", SO 703 marked "3" and SO 2158 marked "4" which were all approved as to survey by the chief surveyor. Each show no representation of a track or any such representation of anything equivalent to a road through the northwest corner of the property.
9. Crown Lease No 695 was granted pursuant to the *Land Act 1908* on 7th August 1914 with effect from 1st March 1915.

Partners:

William Dean LLB
Benjamin Coleman BA, LLB



MM-060178-3-2-V1

10. The land involved all of Run 98 comprised in Certificate of Title OT174/58 enclosed and marked "5". You will note there is no road or anything similar shown through the northwest corner of Run 98.
11. Additionally, Crown Lease No 1138 pursuant to the *Land Act 1924* was granted on 1st March 1936 comprised in Certificate of Title OT386/55 attached and marked "6" for your reference and Crown Lease P166 pursuant to the *Land Act 1948* granted on 1st March 1957 both attached and marked "7" for your reference both of which show no road through the northwest corner of Run 98.
12. The land was redefined by SO 20385 as a compiled plan and most of Run 98 was shown as Section 1, Block VII, Kauru Survey District. Inexplicably a strip of land was shown as a legal road through the northwest corner. Attached is a copy marked "8".
13. The statutory and computing plan report (the report) for SO 20385 makes comment that the plan was compiled from SO 723. However, SO 723 shows no road through the northwest corner of Run 98.
14. It is stated on the report that the road through the North western boundary of the section is shown on the NE Run Roll 1880, a copy of which is enclosed for you and marked "9". What is notable here is that Run Roll 1880 is merely a run map and not approved as to survey by a chief surveyor.
15. There is topographical representation of a track through the north western corner of Run 98; however, there is no representation for a proposed road as indicated by the map legend.
16. Further, the boundary of Run 98 shown on the Run Roll 1880 does not resemble the boundary definition on SO 723. This clearly reinforces the lack of relevance and reliability of that run map.
17. NE Run Roll 1880, was noted as being compiled from recent surveys; however impossibility of such arises as Run 98 as shown on SO 723 was not surveyed until 1914, some thirty-four (34) years later.
18. As established above, SO 723 reflects there was absolutely no road through the property and shows a road finishing at its boundary and going no further. Subsequent survey plans and Crown Lease documents reflect the same, this was mentioned in the computing plan report.
19. The statutory and computing plan report stated a "track is in use from its junction with Sec 38A cutting through the middle of Run 98"; however, this is incorrect as evidenced by topographic map and aerial photography.
20. It appears that the chief surveyor accepted the representation of a road shown on northeast Run Roll 1880 which created an anomaly as the official record SO 723 has effectively been ignored.
21. By new appellation 586961/1, Run 98 became Section 1, Block VII, Kauru Survey District. However not all of Run 98 was included. This is considered to be the next observed anomaly. Part of Run 98 was excluded, being the strip of land through the northwest corner. In effect the strip of land had been compulsorily excluded from the lease agreement (Pastoral lease p166 - CFR OT386/55).
22. Renewable Crown Lease RFL1404 was granted on 1 July 1957 pursuant to the Land Act 1948. The land involved was Section 1 and was comprised in computer freehold register identifier OT9B/357.

23. Computer freehold register identifier OT14B/231 was subsequently issued for the fee simple estate in land and remains current today.
24. We believe there has been a fundamental error made in deeming this strip of land a road for reasons outlined above and those addressed following consideration of case law below.

Case Law

- 24.1 The relevant Act to consider when determining if Black Cap Road has been legally established is the *Public Works Act 1876* (hereafter known as 'The Act'). Section 79 of the Act defines road as including soil of... waste lands of the Crown Land over which a road is laid out and marked in the survey maps.
- 24.2 This definition has been carried forward with minor immaterial amendments to subsequent Public Works Acts.
- 24.3 The requirements of establishing a legal road have been judicially explored in cases in the Court of Appeal, the Supreme Court and the Privy Council. The case of *Snushall v Kaikoura County* (1923) AC 459 (1840-1932) New Zealand Privy Council Cases 670, (1920) NZLR 783 (CA) (hereafter known as *Snushall*) deems the following requirements as fundamental;

A legal road established over Crown Land, whether formed or unformed must be:

 - (a) authorised by a statute or ordinance to be shown only on a survey plan; or
 - (b) laid out on the ground and shown on the record plan (i.e., the plan prepared for the Crown grant).
- 24.4 The definition of being "laid out" was judicially explored and *Snushall* noted unanimity of three courts in determining that "laid out" means "laid out on the ground" i.e. generally pegged by the surveyors and could not be extended to include just being laid out on a survey plan.
- 24.5 Black Cap Road has never been laid out on the ground, this is clearly evidenced by the lack of any pegging on SO 724.
- 24.6 Further, during the existence of the aforementioned Act the strip had not been shown only on a surveyor's plan (see SO 724) or on any of the subsequent plans SO 702, SO 703 and SO 2158 or Crown Lease Maps. It is notable there is a road leading to the north western boundary of the property but proceeding no further, making it clear an erroneous omission of the road all together is not arguable.
- 24.7 Based on the well litigated and established determination of what constitutes a legal road established over Crown Land, Black Cap Road fails to meet the legal framework because it has never been laid out on the ground and Run Roll 1880 fails to reach the necessary threshold of being a survey plan or record map. Merely a location map, Run Roll 1880 is flawed with inconsistencies that we have mentioned at paragraph 16 and would certainly not suffice as a determining plan.
- 24.8 Accordingly, given these inconsistencies, the determination made by the chief surveyor when redefining SO 20385 as a compiled plan was made in error and by looking at a mere locality map as opposed to a survey plan. If the chief surveyor

made the determination by viewing the correct plan SO 723, Black Cap Road does not exist running through the north western boundary of our client's property.

25. In the present case, it appears clear to us that there was no authority for this dirt track to be essentially converted into a legal road by LINZ because it fails to reach the necessary requirements well established in case law pertaining to that time period. We trust given these findings its status will be altered accordingly.
26. We attach letter from David Abercrombie dated 14 August 2015 addressing these issues from a LINZ accredited supplier's point of view.
27. We look forward to hearing from you in due course.

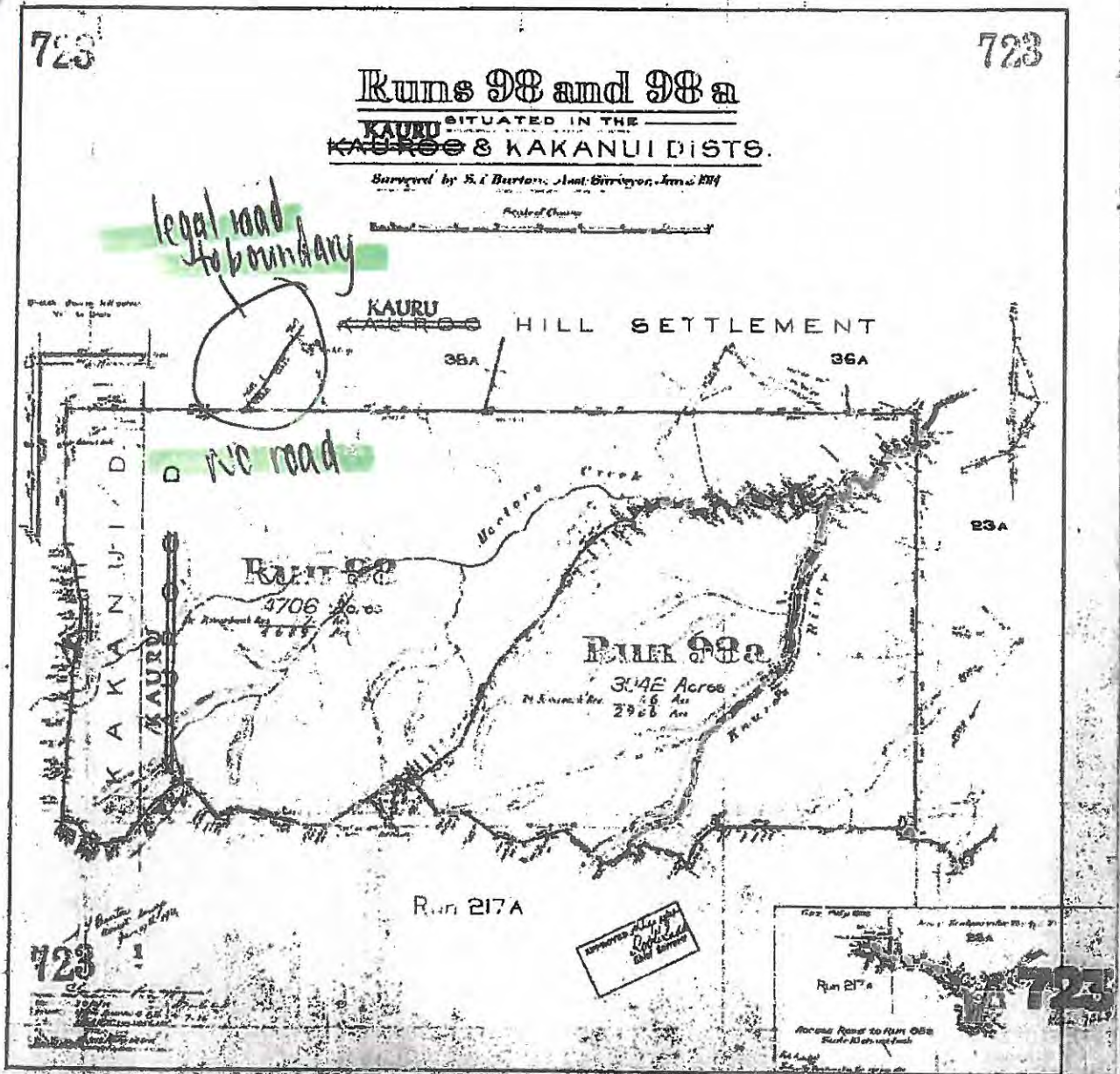
Yours faithfully
Dean & Associates

Michelle Macdonald
Solicitor

Email: Michellem@deanlaw.co.nz
Web: www.deanlaw.co.nz

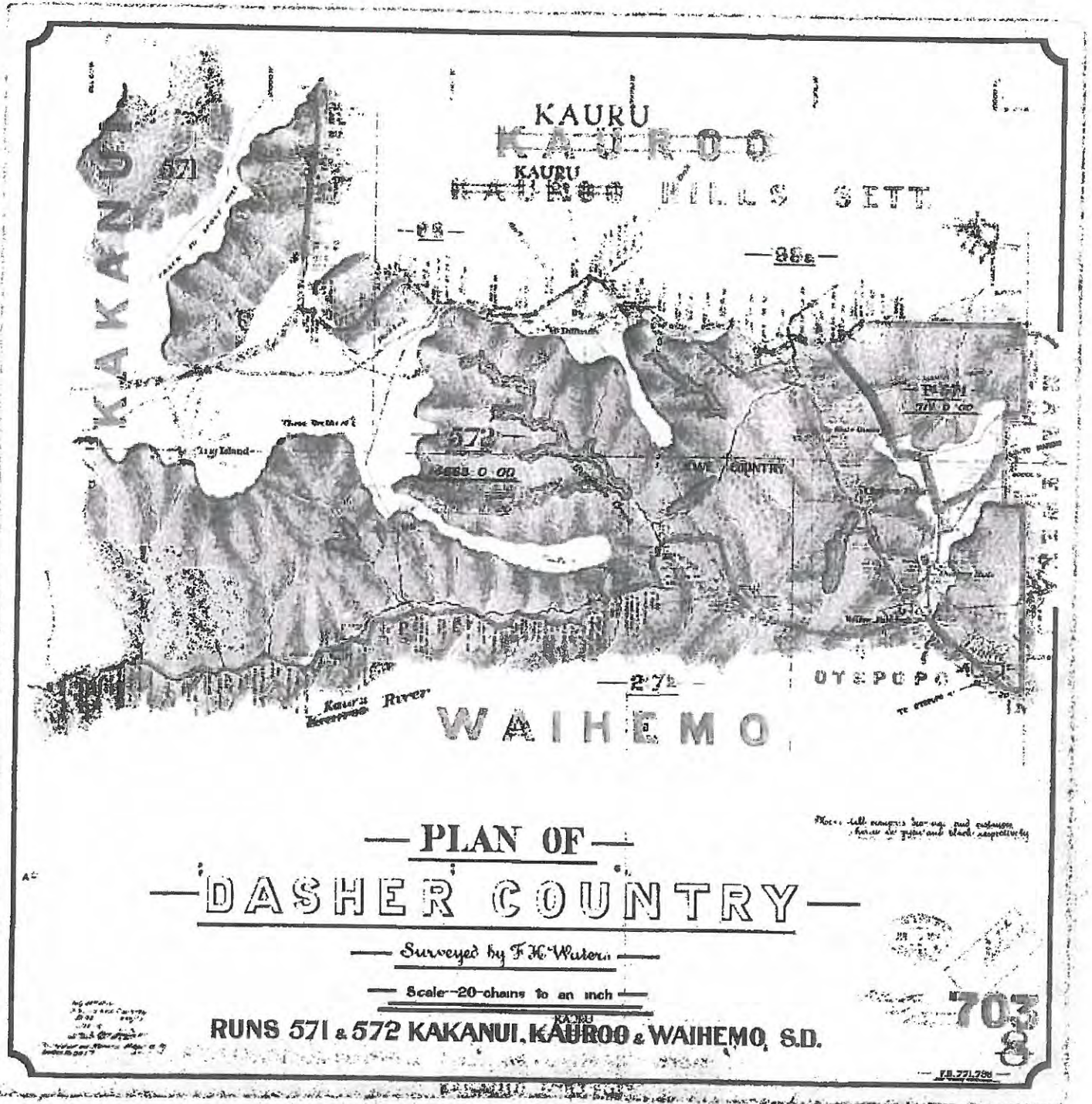
①

First survey plan -



3

- No road shown -



— PLAN OF —
DASHER COUNTRY —

— Surveyed by F. H. Weston —

— Scale — 20 chains to an inch —

RUNS 571 & 572 KAKANUI, KAUROO & WAIHEMO, S.D.

*Place all bearings true and distances
 shown in figures and black respectively*

703

147178

④

- No road shown.

2153

KAURU KAUROO HILL

2153

SETTLEMENT

Allotment 38a

Blocks V & VIII Kauru District

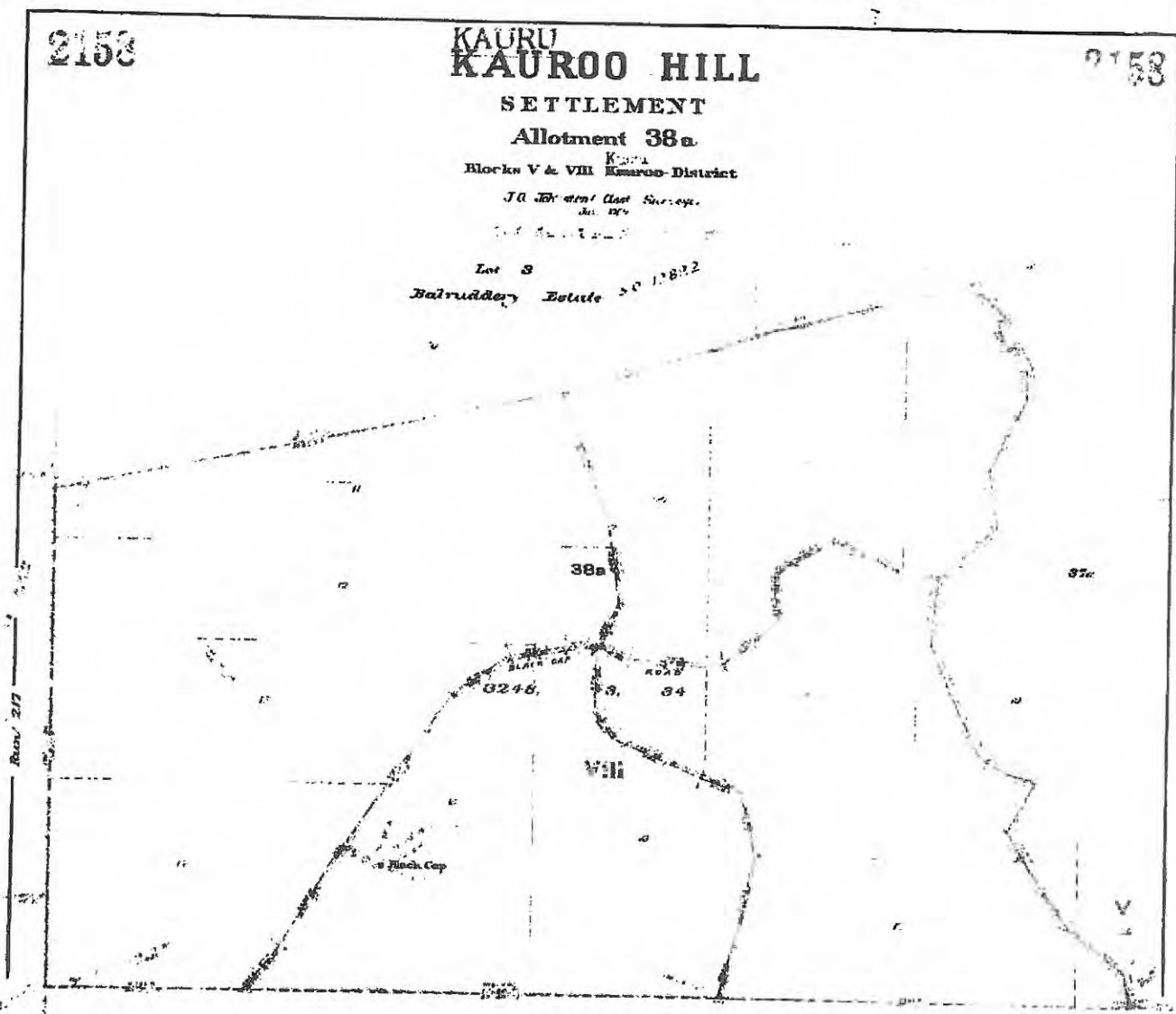
J.A. Johnston Const. Surv. Coy.
Jan. 1909

1/4 Section 12

Lot 3

Balruidhery Estate

50 11872



Ran 217

Ran 06



1/4 Section 12

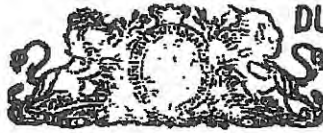
2153

2153

5

NEW ZEALAND.

(Crown Lands Form No. 10)



DUPLICATE DESTROYED

Register-Book

18 JUL 1938

174/58

No. 695 National Endowment

LEASE OF SMALL GRAZING-RUN.

UNDER THE LAND ACT, 1908.



Image Quality due to Condition of Original

EQUIVALENT METRIC AREA IS 1904.4506 ha

4706ac. Or. Op.



Scale 1 mile to an Inch

This Deed, made the twentieth day of August, 1914, between His Majesty King George the Fifth (who, with His heirs and successors, is and are herein referred to as "the lessor"), of the one part, and Jessie Morton McLean, wife of Alexander McLean of the Land District of Otago, in the Land District of Otago, Schoolmaster (who with her executors, administrators, and assigns is hereinafter referred to as "the lessee") of the other part, witnesseth that, in consideration of the rents, covenants, conditions, and agreements hereinafter recited, 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 area of Crown lands containing by estimation four thousand seven hundred and six acres, more or less, and being Run No. 98, in the Land District of Otago, in the Dominion of New Zealand, as the said land is delineated on the plan in the Crown Lands Office at Dunedin, and also on the plan drawn in the margin hereof and bordered green; together with all rights, easements, and appurtenances to the said land belonging or appertaining: (as both the same as a small grazing-run for pastoral purposes unto the lessee for the term of twenty-one years, computed from the first day of March, 1915, subject, however, to the covenants contained and expressed in sections eighty-four and eighty-five of the Property Law Act, 1908, in relation to the payment of rent and the power of distress, and subject also to the several provisions and stipulations set forth in section two hundred and thirteen of the Land Act, 1908, and to all the provisions of Part V of the said Act relating to small grazing-runs, and to all other the provisions of the said Act relating to or affecting the estate, interest, rights, or liabilities of the lessee in respect of the land and premises hereby demised, or the rights and power of the lessor or any person or authority in His behalf in relation to the said land and premises, and whether arising under the said Act or these presents, or otherwise howsoever: yielding and paying therefor unto the lessor, during the continuance of such term, the annual rent of two hundred and ninety pounds (£ 290: - -), by equal half-yearly payments in advance, on the first day of March and the first day of September in each year, clear of all rates, taxes, and deductions whatsoever. The first of such payments having been made to the Receiver of Land Revenue at Dunedin on behalf of the lessor, the next to become due and to be made on the first day of March next in the manner required by the Land Act, 1908. And the lessee doth hereby, for herself, her heirs, executors, administrators, and assigns, covenant with the lessor that she, the lessee, shall and will pay the yearly rent of two hundred and ninety pounds (£ 290: - -), hereinafter reserved, at the times and in manner aforesaid, and will, in relation to the premises hereby demised, perform, observe, and keep the several covenants and conditions herein contained or implied and on the lessee's part to be performed, observed, and kept respectively; and will in all respects abide by and conform to the provisions of the Land Act, 1908, relative to small grazing-runs, and also abide by and conform to all other provisions of the said Act relating to or affecting the estate, interest, rights, or liabilities of the lessee in respect of the land and premises hereby demised.

In witness whereof the Commissioner of Crown Lands for the Land District of Otago (in pursuance of the authority vested in him by the said Act), for and on behalf of the lessor, and the lessee, have hereunto set their hands the day and year first above written.

Signed by Robert Thomas Sae the Commissioner of Crown Lands for the Land District of Otago on behalf of the lessor, in the presence of A. R. Nelson, Clerk, Dunedin. Signed by the said Jessie Morton McLean in the presence of A. R. Nelson, Clerk, Dunedin.

Signed by Jessie Morton McLean, the above named lessee, for herself, her heirs, executors, administrators, and assigns, in the presence of me as Clerk, and subject to the conditions, restrictions and covenants above set forth. Signed by Jessie Morton McLean.

I, the above named lessee, do hereby accept this lease of the above described lands to be held by me as tenant, and subject to the conditions, restrictions, and covenants above set forth.

WARRANT
No. 1551111 Jessie Norton
to Edward Nelson of Otago
26th June 1920 at 10.15

No. 695 174/58

Correct for the purposes of the Land Transfer Act.

Transfer No 71347 from Norton & Nelson
to Edward Nelson of Otago
26th June 1920 at 10.15

Date 7th August 1914

His Majesty the King

Transfer No. 90109 Edward O'Hall to
Karl Reulic Hope of Otago
26th June 1920 at 10.15

Jessie Norton & Nelson

at 10.15
Karl Reulic Hope of Otago
26th June 1920 at 10.15

LEASE

Of Lot No. 98.

Land District of Otago

Under the Land Act, 1908.

259 105
Norton & Nelson
A.L.R.

Twenty-one years from 1st March, 1915

Entered at 10 o'clock on the 25th day
of August, 1915.



G. J. Jackson
District Land Registrar.



Image Quality due to Condition of Original

6

Reference, Vol. 148, folio 57

NEW ZEALAND.



Lands Trans. & Register Book.

Vol. 259, 105



NO. 1138. National Endowment. LEASE OF SMALL GRAZING-RUN. Under the Land Act, 1924.

This Lease, dated the first day of March, 1936, between His Majesty the King (who, with his heirs and successors, is and are hence referred to as "the lessor"), of the one part, and EARL DEIDERIC MEYER, of the other part, of Otago, in the Land District of Otago,

Area 4706 acres

EQUIVALENT METRIC AREA IS 1904.4506



Scale 1 mile to an inch

with his executors, administrators, and assigns, is hereinafter referred to as "the lessee," of the other part, Witnesseth that, in consideration of the rents, covenants, conditions, and agreements hereinafter reserved, 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 area of land containing by estimation Four thousand seven hundred and six (4706) acres, more or less, and being Run numbered Ninety-eight (98), Kakanui and Kauroro Survey Districts, in the Land District of Otago in the Dominion of New Zealand, as the said land is delineated on the plan in the Lands and Survey Office at Dunedin, and also on the plan drawn in the margin hereof and bordered green; together with all rights, encumbrances, and appurtenances to the said land belonging or appertaining: To hold the same as a small grazing-run for pastoral purposes unto the lessee for the term of twenty-one years, computed from the first day of March, 1936, subject, however, to the covenants contained and expressed in sections eighty-four and eighty-five of the Property Law Act, 1908, in relation to the payment of rent and the power of distress, and subject also to the several provisions and stipulations set forth in section two hundred and thirty of the Land Act, 1924 (hereinafter called "the said Act"), and to all the provisions of Part V of the said Act relating to small grazing-runs, and to all other the provisions of the said Act relating to or affecting the estate, interest, rights, or liabilities of the lessee in respect of the land and premises hereby demised, or the rights and powers of the lessor, or any person or authority in his behalf, in relation to the said land and premises, and whether arising under the said Act, or those in force, or otherwise howsoever: (gisting and paying therefor unto the lessor, during the continuance of such term, the annual rent of Two hundred and thirty pounds (£ 230 : 0 : 0) by equal half-yearly payments in advance, on the first day of March and the first day of September in each year, clear of all rates, taxes, and deductions whatsoever. The first of such payments having been made to the Receiver of Land Revenue at Dunedin on behalf of the lessor, the next to become due and be made on the first day of September next in the manner required by the said Act. And the lessee doth hereby, for himself, his heirs, executors, administrators, and assigns, covenant with the lessor that he, the lessee, shall and will pay the yearly rent of Two hundred and thirty pounds (£ 230 : 0 : 0), hereinafter reserved, at the times and in manner aforesaid, and will, in relation to the premises hereby demised, perform, observe, and keep the several covenants and conditions herein contained or implied, and on the lessee's part to be performed, observed, and kept respectively; and will in all respects abide by and conform to the provisions of the said Act relative to small grazing-runs, and also abide by and conform to all other provisions of the said Act relating to or affecting the estate, interest, rights, or liabilities of the lessee in respect of the land and premises hereby demised. This lease is issued as a renewal of Small Grazing-run lease No. 625 under the provisions of Section 224 of the Land Act, 1924. In witness whereof the Commissioner of Crown Lands for the Land District of Otago (in pursuance of the authority vested in him by the said Act), for and on behalf of the lessor, and the lessee, have hereunto set their hands.

Signed by NORMAN CHARLES KINGSTON,

the Commissioner of Crown Lands for the Land District of Otago on behalf of the lessor, in the presence of

Witness: Mark, Lands Department Dunedin

Signed by the said EARL DEIDERIC MEYER,

in the presence of— Witness: Occupation: Address:

G. C. Dennistoun Commissioner of Crown Lands

Karl D. Meyer Lessee

1/3/57

LAND & DEEDS

Volume: *105*
 Folio: *56*
 Date: *1956*
 Fee: *7.15*
 Address No: *74*

Registered in the LAND REGISTRY Act
 but not under the LAND TRANSFER ACT

NEW ZEALAND

Entered in the Register-book, Vol. 386 p. 55
 on 6th day of August 1956

U. and A.L. 1
 1956 1-56 of 1956

Image Quality due to Condition of Original

Pastoral Lease of Pastoral Land under the Land Act, No. P. 166



This Deed, made the first day of March, one thousand nine hundred and fifty-seven, between **HIS MAJESTY THE KING** (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and **SARAH PATHE** (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 covenants, conditions, and agreements herein contained, and of the covenants, conditions, and agreements herein contained or implied and on the part of the Lessor to be paid, observed, and performed, the Lessor doth hereby demise and have unto the Lessee all that piece or parcel of land containing by admeasurement 1689 acres, more or less, situated in the Land District of Otago, and being in the Kakanui and Kauru Survey Districts

RUN 98 KAKANUI and KAURU S.D.
 Scale: 80 Chains to an inch

1978 ha
 586961/1
 No. 105 on P. 166



(hereinafter referred to as "the mid land"), on the one part, 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-seven, together with the period between the date of this lease and the aforesaid first day of July, one thousand nine hundred and fifty-seven, together with the yield and profits thereof during the said term unto the Department of Lands and Survey of the Principal Land Office for the said Land District of Otago, the clear annual rent of One hundred and ninety-five pounds (£195/-) 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 for the term hereinafter expressed.

EQUIVALENT METRIC
 AREA IS 1871.5710

- AND the Lessor doth hereby covenant with the Lessee as follows, that he will:
1. THAT the Lessee will fully and punctually pay the rent hereinafter reserved at the times and in the manner hereinafter stated 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 mid land, and thenceforth throughout the term of the lease will reside continuously on the said land.
 3. THAT the Lessee will hold and use the said land hereafter for his own use and benefit and will not encumber, assign, sublet, mortgage, charge, or part with possession of the mid 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 mid 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") use and take all five fences and hedges, clear and keep clear the mid 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 mid land free from wild animals, rabbits, and other vermin, and generally comply with the provisions of the Rabbit-Removal Act, 1955.
 7. THAT the Lessee will clean and clear from weeds and keep open all drains, ditches, and watercourses upon the mid land, including any drains or ditches which may be constructed by the Commissioner after the commencement of this term of the lease; and will not at any time without the prior consent of the Commissioner clear the channel of any such drain or watercourse or lay 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 mid land, and will not, without the prior written consent of the Commissioner, pull down or remove these 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 mid 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 first day of the month in which any such premium becomes payable, the receipts for such 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, cut, sell, or remove any timber, tree, or bush growing, standing, or lying on the mid 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, stock-raising, or building purposes on the mid land for which 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 Statute in that behalf, erect, form, or place on the mid land, nor permit any timber, stack, fence, or gate on the mid land to be formed, 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 repair over the land comprised in this lease for the purpose of examining whether such land or any adjoining land is infested with deer, 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 mid 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 mid land, but shall have no right to the soil.
- (b) THAT the Lessee shall have no right, title, or claim whatsoever to pay minerals (within the meaning of the Land Act, 1948) or to mine the surface of the soil of the mid land, and all such minerals are reserved to the Lessor together with a free right of way over the mid 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 mid 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 mid land belonging to the Lessee in the working, extraction, or removal of any such mineral: Provided that there shall be no right of way over, or right to work, extract, or remove any mineral from, any part of the mid land which is for the time being under lease to be used as a street, public place, or a road, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any building or 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 part thereof for any agricultural, pastoral, household, stock-raising, or building purposes on the mid land, but not otherwise.
- (c) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter at the expiration of each succeeding term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 66 (b) of the Land Act, 1948, a new lease of the land hereby leased at a rent to be determined in the manner provided 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.

CANCELLED

386455

- (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:
 - (i) Cultivate any portion of the said land for the purpose of growing wheat and for the stock department thereof;
 - (ii) Chop such area of the said land as is sufficient for the use of himself and family and his employees;
 - (iii) Flog and sow in grass any portion of the said land;
 - (iv) Clear any portion of the said land by felling and burning brush or scrub and sow the land to grass in grass;
 - (v) Further sow by 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 pasture and grass to the satisfaction of the Commissioner.
- (6) 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 pasture and grass to the satisfaction of the Commissioner.
- (7) THAT if 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 pasture and grass to the satisfaction of the Commissioner, the Commissioner shall, on the termination of the lease, be entitled to the whole of the area that has been ploughed or cultivated properly laid down in good permanent pasture and grass to the satisfaction of the Commissioner.
- (8) THAT if the Lessee shall have New Zealand or shagbark the said land 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, or the case may be, or make default in the payment of rent, or any part, or other payments due to the Lessee, then the Land Settlement Board may, subject to the provisions of section 116 of the Land Act, 1948, declare this lease to be forfeit, and may without discharging or releasing the Lessee from liability for rent due or accruing due at for any period of any covenants or conditions of the lease.
- (9) THAT these presents are intended to take effect as a general lease under the Land Act, 1948, and the provisions of the said Act and of the regulations made thereunder applicable to such lease shall be binding in all respects upon the parties hereto in the same manner as if each provision had been fully set out therein.

SCHEDULE

IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE

NIL

In witnesses 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 Lessee, hath hereunto set his

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

Witness: J. E. Kennedy
Occupation: Clerk, Otago and Leroy, Otago
Address: Dunedin

C. K. Gille
Commissioner of Crown Lands

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

Witness: W. J. Parsons
Occupation: Laborer, Pastermasher
Address: Dunedin

W. J. Parsons

(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 1410 (being an increase of ten per cent on the carrying capacity on which is based the rent herebefore 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.

C. K. Gille
Commissioner of Crown Lands

Mortgage 150600 with attached John Luke Parsons & Mary Burnett, Archibald M. Callum, Trustees 15 June 1953 at 11.55 am

217019 Electricity agreement under section 3 of the Electricity Amendment Act 1948, Dunedin 13.11.1955 at 2.24 pm

Transmission 41902 to Margaret Jones, widow of Thomas Hill, 19.12.1959 at 11.12 am

273417 Transmission of mortgage 150600 to Andrew Hamilton and Archibald M. Callum as trustees. Interest 11.11.1955 at 11.42 am

295018 Transfer of Mortgage 150600 to Katharine Jones of Tainui Married Woman and Mary Alice Living of Borton, Married Woman and Susan Ellen Mack of Weshings Married Woman as Trustees in Common in equal shares - 16.12.1965 at 1.53 pm

W. J. Parsons
326074 Mortgage to James Perry - 22.4.1968 at 11.12 am

THIS REPRODUCTION OF A REDUCED SCALE CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL REGISTER FOR THE PURPOSES OF SECTION 216A LAND TRANSFER ACT 1952.

393510 Mortgage to Nancy Al Dunstan - 16.10.1977 at 11.59 am

481061 Statutory Land Charge pursuant to the Statutory Land Charges Act 1928 (Rural Housing) - 11.7.1977 at 11.40 am

485550/2 Mortgage to Hjalmar Tait & Farrell Nominees Limited - 29.9.1977 at 10.56 am

OVER

C.T. 386/55

CANCELLED

516833 Transfer to John Jeffrey Parsons of
Kauru Hill Farmer - 30.5.1979 at 1.54 pm

[Signature]
A.L.R.

579362/1 Variation of Mortgage 485550/2 -
16.7.1982 at 10.38 am

[Signature]
A.L.R.

579362/3 Mortgage to The Rural Banking
and Finance Corporation of New Zealand -
16.7.1982 at 10.39 am

[Signature]
A.L.R.

Rur 98 is now known as section 1 Block VII
Kauru Survey District - 2.12.1982 at 11.58am
See Reappellation 586961/1

[Signature]
A.L.R.

595629) Renewable Lease 9B/357 issued
26.4.1983) for within land

[Signature]
A.L.R.

DUPLICATE DESTROYED
26/4/1983
[Signature]

DISTRICT LAND
REGISTRAR
CANCELLED
26/4/1983
NEW ZEALAND

L B S : 2

DEPARTMENT OF LANDS AND SURVEY

TELEGRAPHIC ADDRESS: 'LANDS'

FOR VERBAL INQUIRIES
PLEASE ASK FOR M T Gibson

TELEPHONE No. 770 650



OUR REFERENCE. 3/35/1

YOUR REFERENCE:

DISTRICT OFFICE,
P.O. BOX 896
DUNEDIN

The District Land Registrar
Land and Deeds Division
Justice Department
DUNEDIN

~~The Officer-in-Charge~~
~~Valuation Department~~
DUNEDIN

ALTERATION TO DESCRIPTION

Please note the following alteration to description. A copy of the relevant plan is attached.

S0 Plan20385.....

Former Description

Run 98 situated in Blocks VI
and VII Kauru Survey District
and Blocks XII and XIII
Kakanui Survey District

New Description

Section 1 Block VII Kauru
Survey District

Area:- 1898 ha


C I Gibson
for Chief Surveyor

586961/1
386/55
DIS. [Signature]
08. MAR 85 11 58 AM '82
DISTRICT LAND REGISTRAR
NEW ZEALAND

STATUTORY & COMPUTING PLAN REPORT

S.O. 20385

- 1. D' areas all close within allowable limits Good close ground s.o. 723.
- 2. Has the traverse sheet been inspected for
 - (a) agreement with plan (b) traverse closure
 - (c) origin of co-ordinates..... (d) datum
- 3. Has the field book been perused
- 4. Has the status of the land been checked with
 - (a) L.T. Index Yes..... (b) Crown Lands Register Yes.....
- 5. Have all relevant plans been compared and old marks from which survey based been proven
- 6. Does the plan not comply with the Survey Regs. in any respect
- 7. Do you disagree with any comments in surveyor's/draughtsmans' report
- 8. Road legal by
- 9. Crown Land Plan
 - (a) Has L.S.B. approval been obtained Yes File RF 1404 folio 281..
 - (b) Has Section 58 Land Act 1948 been complied with Yes.....
 - (c) What is latest evidence of land being Crown Land 386/55.....
 - (d) Is any land to be declared Crown Land before approval.....
 - (e) Have new appellations been checked Yes.....
- 10. Is M.W.D./Railway approval required No.....
- 11. Has title and survey plan been compared N/A.....
- 12. What was the time spent on examination 3 hours.....
- 13. Are costs recoverable.....
- 14. Remarks S.O. 723 & S.L. 386/55 do not show a road at N.W. corner. Road was originally on N.E. Run roll 1880 & is indicated on 10 702 & 10 703. There does not appear to be formation of the track but a track is in use from its junction with sec. 35A cutting through the middle of Run 15.

Computer check Plan and legal card list
 Final Title search appear to be formation of
 the track but a track is in use from its junction with
 sec. 35A cutting through
 the middle of Run 15.
 Discussed with Chief Surveyor 1/1
 who is of the opinion that the original road or
 on N.E. Run roll 1880 should be treated as legal road.

B. W. Spier
 Examining Draughtsperson

9
 -3/11/82.

S.O. File RLF 1404

GENERAL DRAUGHTING DIVISION

PLAN REPORT

Plan drawn from (Office Records
(F.N's. of Survey by _____

Description of Land

Plan of Run 98 situated in Blocks VI, VII, Kanny S.D.
and Blocks XII, XIII Kakonui S.D.

Requested by L.A.

Date 15-3-82 (folio) _____

REPORT

This plan was compiled from SO 723 for the issue
of a renewable lease
A good close was obtained (+1.42 x -0.25)
and an area of 1911.8457 ha. 10.16 ha was
deducted for the land between the river traverse
and the G.L. Reserve, and a further 3.9 ha
deducted for the road through the N Western
boundary leaving 1897.7857 ha which was rounded
off to 1898 ha.
The road through the N Western boundary of
the section is shown on NE Run Roll 1880 (card G5)

Roads Legal by Sec 121(a) P.W. Act 1981

General Dr. JOB No. 1707

Cost \$208

Time Taken 24 Hours

Signature K. Carroll

Date 15/9/82

Forwarded to C.S.D. for Receipt

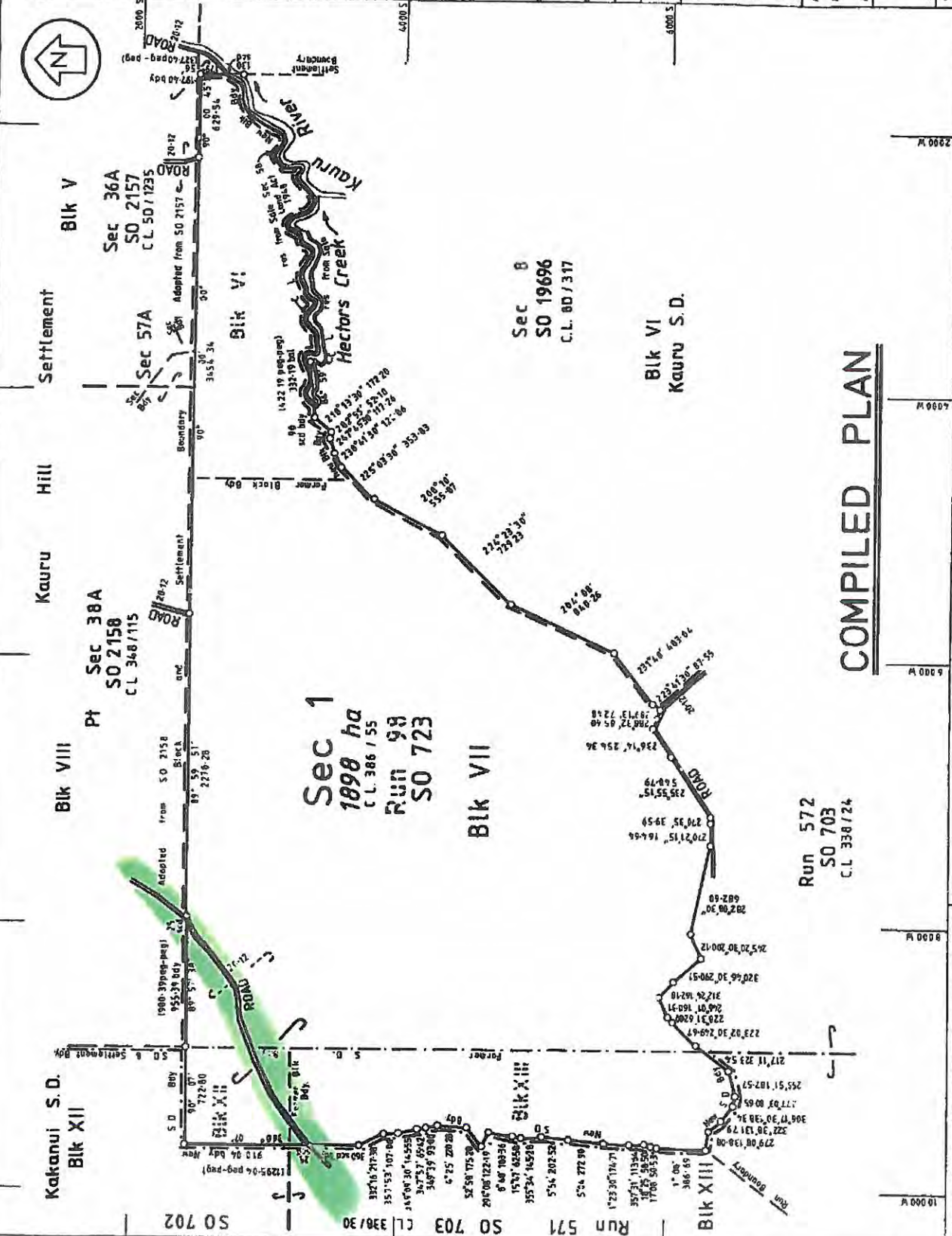
[Signature] - Div/Sec Draughtsman

15/9/82

FORMER DESCRIPTION:
Run 98 situated in Blocks VI & VII, Kauru S.D. and Blocks XII & XIII, Kakanui S.D.

DATUM: Old Cadastral
ORIGIN: Trig K, Kauru S.D.
Adoptions from SO 723 unless otherwise shown.
All roads are legal.
Total Area 1898 ha
Comprised in C.L. 386/55

Registered Surveyor and holder of an annual practicing certificate hereby certify that this plan has been made from surveys selected by him or under his direction; that all bearings and distances are correct and have been made in accordance with the regulations under the Survey Act 1886.
Signed at _____ this _____ day of _____ 1982
Chief Surveyor
Examined by *B. W. Taylor* Chief Land Registrar
Approved as to Survey *[Signature]*
File No. P 1404
Revised 16-9-82
Appropriation SO 20385



COMPILED PLAN

LOCAL AUTHORITY Waitaki County
Compiled in Survey Office
Scale 1:20 000 Date Sept. 1982

Section 1

LAND DISTRICT OTAGO RM 789, 962, 142/17-1
SURVEY BLK. & DIST. VII KAURU S.D.
NZHS 261 SHEET NO. I.41, I.42

BROWN MAP

NORTH EASTERN DISTRICTS

1880

Scale of English Miles



(Compiled from the most recent surveys)

REFERENCES.

- Land Surveyed for Settlement marked thus []
- Boundaries of Counties " " " "
- " " " " " "
- " " " " " "
- " " " " " "
- Roads & Tracks []
- Proposed Roads []
- Fences []
- Water Races []
- Pre-emptive Rights []
- Mining Reserves []
- Townships []
- Tide Stations & Heights in feet above the level []

NOTE: The geographical boundaries exemplified in the following Tables from 1877 to 1880, inclusive, show the extent of the various districts at that time. For 1881, the boundaries are as shown in the map.

NORTH EASTERN DISTRICTS
1900

