

## **Crown Pastoral Land Review of Other Crown Land**

**Lease name :  
SOLDIERS SYNDICATE**

### **Due diligence report (including status report) - Attachment 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.

**June 04**

**ATTACHMENT 2:**

Historic Licences relating to this area.

L. & S.-B. 5

NEW ZEALAND

Entered in the Register of the

REGISTER

Former Ref. Vol. 30 fol. 74

28th day of July

L. & S. Ref. No. 091

Not Registered under Land Transfer Act—Registered under Section 83, Land Act, 1948

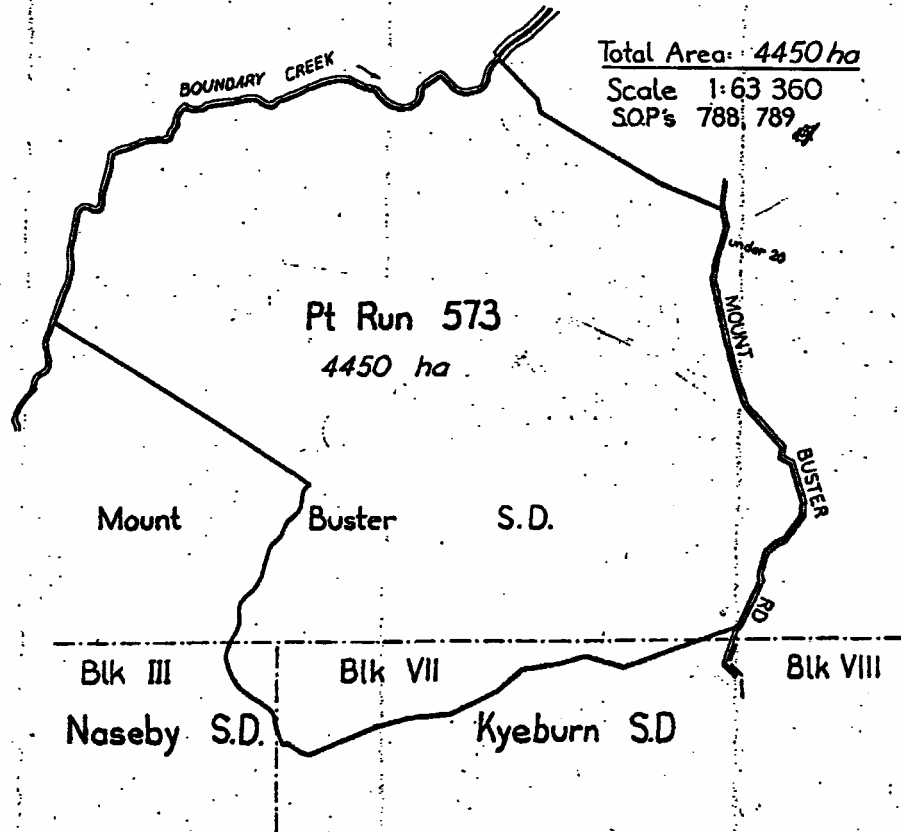


No. BC / 622

Pastoral Occupation Licence under the Land Act 1948

The Land Settlement Board (hereinafter referred to as "the Licensor") doth hereby licence and authorise WILLIAM JOHN STRODE of Kyeburn, Farmer and VALERIE ETHEL STRODE his wife (1/6 share jointly inter se), the said WILLIAM JOHN STRODE (1/6 share), JOHN RAYMOND GEORGE RAWCLIFFE of Kokonga, Farmer (1/6 share), ROBERT ROSS MCMILLAN of Naseby, Farmer (1/12 share), ROBERT FLEMING LAURENSEN (hereinafter referred to as "the Licensee") to occupy all that parcel of land containing by estimation 4450 hectares more or less, situated in the Land District of Otago, and being Part Run 573 situated in Mt Buster Survey District, Block III, Naseby Survey District and Block VII Kyeburn Survey District as the same is more particularly delineated with bold black lines on the plan hereon; together with the rights,

of Paerau, Farmer and PHILIP ANTHONY TONKIN of Ranfurly, Solicitor (1/12 share jointly inter se), EDEN JOHN STEELE of Kyeburn, Farmer (1/6 share) and JAMES WILLIAM BASIL SMITH of Kyeburn, Farmer (1/6 share) as tenants in common in the shares set out



No. BC / 622

casements, and appurtenances thereto belonging for a term of 5 years commencing on the 1st day of July 1979, together with the period between the date of this licence and the 1st day of July 1980; YIELDING and paying therefor unto the Department of Lands and Survey at Dunedin the annual rent of \$1170.00, 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 of the said term. AND also paying in respect of the improvements specified in the Schedule hereto the sum of \$ by deposit of \$ (which has already been paid) and thereafter by half-yearly instalments of \$ on the 1st day of January and the 1st day of July in each and every year.

AND subject also to the following terms and conditions:

1. THAT without derogating from or restricting the covenants contained and implied in this licence and on the part of the Licensee to be performed or complied with the Licensee will not at any time during the said term depasture on the land hereby demised more than \*\* sheep which shall not include more than xxxxx breeding ewes or xxxxx cattle which shall not include more than xxxxx breeding cows PROVIDED HOWEVER that the Licensee may with the prior written consent of the Licensor carry such additional stock on such terms and conditions as may therein be specified subject nevertheless to the right of the Licensor to revoke or vary such consent at any time.

2. THAT the Licensee will at all times farm the land hereby demised in a manner to promote soil conservation and prevent erosion and will comply with the provisions of the Soil Conservation and Rivers Control Act 1941.

3. THAT pursuant to section 58 of the Land Act 1948 a strip of land not less than 20 metres in width along the banks of all rivers and streams which have an average width of not less than 3 metres is excluded from the within licence.

\*\* 6500 breeding ewes for 12 weeks from mid-January to early April.

AND it is hereby agreed and declared by and between the Licensor and the Licensee:

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

AND it is hereby declared and agreed that these presents are intended to take effect as a Pastoral Occupation Licence of pastoral land under section 66 of the Land Act 1948, and the provisions of the said Act and of the regulations made thereunder applicable to such licences 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 OF IMPROVEMENTS BELONGING TO THE CROWN

NIL

IN WITNESS whereof the Assistant Commissioner of Crown Lands for the said Land District, on behalf of the Licensor, has hereunto set his hand, this 15<sup>th</sup> day of July 1980, in the presence of-

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

I, the within named Licensee, hereby accept this Licence on the terms and conditions specified herein and in witness thereof have hereunto set my hand in the presence of-

Witness: [Signature] Occupation: [Signature] Licensee: [Signature]

I, the within named VALERIE ETHEL STRODE hereby accept this Licence on the terms and conditions specified herein and in witness thereof have hereunto set my hand in the presence of:

Witness: ..... )  
Occupation: ..... )  
Address: ..... )

*V. E. Strode*  
Licensee

I, the within named JOHN RAYMOND GEORGE RAWCLIFFE hereby accept this Licence on the terms and conditions specified herein and in witness thereof have hereunto set my hand in the presence of:

Witness: ..... )  
Occupation: ..... )  
Address: ..... )

*J.R.G. Rawcliffe*  
Licensee

I, the within named ROBERT ROSS McMILLAN hereby accept this Licence on the terms and conditions specified herein and in witness thereof have hereunto set my hand in the presence of:

Witness: ..... )  
Occupation: ..... )  
Address: ..... )

*R.R.M. Millman*  
Licensee

I, the within named ROBERT FLENING LAURENSEN hereby accept this Licence on the terms and conditions specified herein and in witness thereof have hereunto set my hand in the presence of:

Witness: ..... )  
Occupation: ..... )  
Address: ..... )

*R. F. Laurenson*  
Licensee

I, the within named PHILIP ANTHONY TONKIN hereby accept this Licence on the terms and conditions specified herein and in witness thereof have hereunto set my hand in the presence of:

Witness: ..... )  
Occupation: ..... )  
Address: ..... )

*P. A. Tonkin*  
Licensee

I, the within named EDEN JOHN STEELE hereby accept this Licence on the terms and conditions specified herein and in witness thereof have hereunto set my hand in the presence of:

Witness: ..... )  
Occupation: ..... )  
Address: ..... )

*E. Steele*  
Licensee

C.T. 8C/622

I, the within named JAMES WILLIAM BASIL SMITH hereby accept this Licence on the terms and conditions specified herein and in witness thereof have hereunto set my hand in the presence of:

Witness: ..... )  
Occupation: ..... )  
Address: ..... )

*J. W. Basil Smith*  
Licensee

Interests at date of issue:

218688 Mortgage of his interest William John Strode to Harold Strode - 21.10.1960 at 11.24 am  
~~(off to the land registry on 21.10.1960)~~

DISCHARGED

658148 Transmission of Mortgage 218688 to Mabel Phoebe Strode and Albert Lloyd Crutchley as executors - 23.6.1986. at 9.08am

458531 Mortgage of their interests Robert Ross McMillan, Robert Fleming Laurenson and Philip Anthony Tonkin to the Rural Banking and Finance Corporation of New Zealand - 12.5.1976 at 2.38 pm  
~~(off to the land registry on 12.5.1976)~~

771794/6 Transfer of their interests William John Strode and Valerie Ethel Strode to Colin Bruce Watson and Valerie Anne Watson both of Kyeburn Farmers as tenants in common in equal shares - 29.1.1991 at 10.04am

*[Signature]*  
A.L.R.

543968 Transfer of their 1/12th share Robert Fleming Laurenson and Philip Anthony Tonkin to Peter Ross McMillan of Naseby Farmer - 28.10.1980 at 1.48 pm

771794/9 Mortgage of their interest Colin Bruce Watson and Valerie Anne Watson to William John Strode; Ethel Valerie Strode and John William Gordon Strode in equal shares - 29.1.1991 at 10.04am

*[Signature]*  
A.L.R.

546759 Transfer of his 1/6 share John Raymond George Rawcliffe to Stringer Farms Limited - 12.12.1980 at 2.16 pm

800970 Transmission of Mortgage 218688 to William John Strode and Robert Rothesay MacFie as Executors - 19.3.1992 at 9.50am

*[Signature]*  
A.L.R.

559857 Variation of Mortgage 458531 - 17.8.1981 at 1.52 pm

807918 Transfer of Mortgage 218688 to William John Strode - 22.6.1992 at 10.28am

*[Signature]*  
A.L.R.

567872 Variation of Mortgage 458531 - 14.12.1981 at 2.22 pm

935478.1 Transmission of Mortgages 218688, 771794.9 (as to the 11575/4428 share of William John Strode) to Ethel Valerie Strode and William Alexander Strode Sutherland as executors - 27.8.1997 at 11.18.

*[Signature]*  
A.L.R.

571380 Court Order vesting the 1/6th share of Eden John Steele to Eden John Steele abovenamed and Margaret Anne Steele of Kyeburn married woman as tenants in common in equal shares - 1.3.1982 at 1.40 pm

*[Signature]*  
A.L.R.

585781 Transfer of their 1/6 share Stringer Farms Limited to James William Basil Smith of Kyeburn farmer - 10.11.1982 at 2.52 pm

*[Signature]*  
A.L.R.

DISTRICT CLERK  
JUL 28 10 40 AM '80  
for DLR



L. & S.—B. 5

**CANCELLED REGISTER** Entered in the Register-book, the  
NEW ZEALAND

Former Ref. Vol. B2 fol. 1284

9th

L. & S. Ref. No. .0.59

19 68, at 0.32 o'clock.



No. 3C/74

REGISTERED IN THE LAND REGISTRY  
OFFICE BUT NOT UNDER THE LAND  
TRANSFER ACT.

**Pastoral Occupation Licence under the Land Act 1948**

*Indeped*

Assistant Land Registrar  
OTAGO, N.Z.

The Land Settlement Board (hereinafter referred to as "the Licensor") doth hereby license and authorise WILLIAM JOHN STRODE of Kyeburn, Farmer and VALERIE ETHEL STRODE his wife jointly inter se as to a 1/6th share, the said WILLIAM JOHN STRODE as to a 1/6th share, FREDERICK MICHAEL MOYNIHAN of Kyeburn, Farmer and Hotel-keeper as to a 1/6th share, ROBERT ROSS McMILLAN and WILLIAM GEORGE McMILLAN both of Naseby, Farmers as to a 1/6th share, as tenants in common in equal shares; EDEN JOHN STEELE of Kyeburn Farmer as to 1/12th (hereinafter referred to as "the Licensee") to occupy all that parcel of land containing by estimation 9,300 acres 0 roods 00 perches more or less, situated in the Land District of Otago, and being Part Run 573, Mount

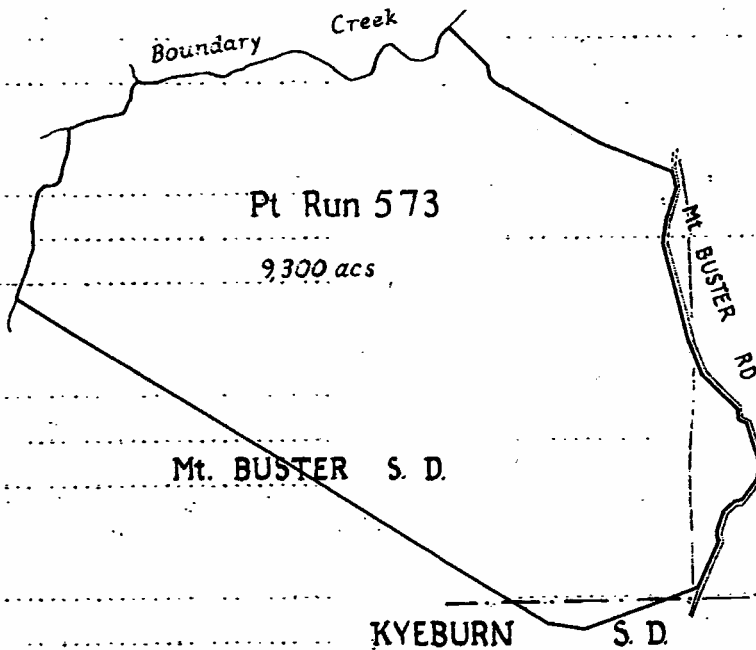
Buster and Kyeburn Survey Districts .....

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

\*share, JOSEPHINE STEELE wife of DARCY JOSEPH STEELE of Dunedin, Farmer, as to a 1/12th share JAMES WILLIAM BASIL SMITH of Kyeburn, Farmer as to a 1/6th share as tenants in common in the shares set out after their respective names.

**EQUIVALENT METRIC**

AREA IS 3,763.5765 ha



Scale 80 chains to an inch

S.O. 788,789

No. 3C/74

casements, and appurtenances thereto belonging for a term of 10 years commencing on the 1st day of July 1968, together with the period between the date of this licence and the aforesaid 1st day of July 1968, YIELDING and paying therefor unto the Department of Lands and Survey at Dunedin the annual rent of £ \$100, 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 of the said term. AND also paying in respect of the improvements specified in the Schedule hereto the sum of £ by a deposit of £ (which has already been paid) and thereafter by half-yearly instalments of £ on the 1st day of January and the 1st day of July in each and every year.

AND subject also to the following terms and conditions:

1. THAT without derogating from or restricting the covenants contained and implied in this licence and on the part of the Licensee to be performed or complied with the Licensee will not at any time during the said term depasture on the land hereby demised more than \* sheep which number shall not include more than breeding ewes nor more than cattle which number shall not include more than breeding cows PROVIDED HOWEVER that the Licensee may with the prior written consent of the Licensor carry such additional stock on such terms and conditions as may therein be specified subject nevertheless to the right of the Licensor to revoke or vary such consent at any time.

2. THAT the Licensee will at all times farm the land hereby demised in a manner to promote soil conservation and prevent erosion and will comply with the provisions of the Soil Conservation and Rivers Control Act 1941.

AND it is hereby agreed and declared by and between the Licensor and the Licensee:

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

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

\* Jan/April 2,000 sheep                      May/End August 2,000 sheep  
Feb/Mid April 5,000 sheep                      Sept/End November 1,000 sheep

SCHEDULE OF IMPROVEMENTS BELONGING TO THE CROWN

N I L

IN WITNESS whereof the <sup>Assistant</sup> Commissioner of Crown Lands for the said Land District, on behalf of the Licensor, has hereunto set his hand, this 10th day of June 1968, in the presence of—

Witness: *[Signature]*  
Occupation: *[Signature]*  
Address: *Lands & Survey Dept Dunedin*

*[Signature]*  
Assistant Commissioner of Crown Lands.

We, the within named Licensee hereby accept this Licence on the terms and conditions specified herein and in witness thereof have hereunto set my hands in the presence of—

Signed by the said WILLIAM JOHN STRODE in the presence of:—  
Witness: *[Signature]*  
Occupation: *Postmaster*  
Address: *Kokanga*

*[Signature]*  
Licensee.



Signed by the said VALERIE ETHEL STRODE  
in the presence of:-

Witness: *W. Sanderson*.....

Occupation: *Postmaster*.....

Address: *Kokonga*.....

*V. E. Strode*.....  
Licensee.

Signed by the said FREDERICK MICHAEL  
MOYNIHAN in the presence of:-

Witness: *W. Sanderson*.....

Occupation: *Postmaster*.....

Address: *Kokonga*.....

*F. M. Moynihan*.....  
Licensee.

Signed by the said ROBERT ROSS McMILLAN  
in the presence of:-

Witness: *W. Sanderson*.....

Occupation: *Postmaster*.....

Address: *Kokonga*.....

*R. R. Dilla*.....  
Licensee.

Signed by the said WILLIAM GEORGE  
McMILLAN in the presence of:-

Witness: *W. Sanderson*.....

Occupation: *Postmaster*.....

Address: *Kokonga*.....

*W. G. McMillan*.....  
Licensee.

Signed by the said EDEN JOHN STEELE in  
the presence of:-

Witness: *W. Sanderson*.....

Occupation: *Postmaster*.....

Address: *Kokonga*.....

*E. J. Steele*.....  
Licensee.

Signed by the said JOSEPHINE STEELE in  
the presence of:-

Witness: *W. Sanderson*.....

Occupation: *Postmaster*.....

Address: *Kokonga*.....

*J. Steele*.....  
Licensee.

Signed by the said JAMES WILLIAM BASIL  
SMITH in the presence of:-

Witness: *W. Sanderson*.....

Occupation: *Postmaster*.....

Address: *Kokonga*.....

*J. W. B. Smith*.....  
Licensee.

C.T. 30/74

-2-

183807 Mortgage of their interest Eden John Steele and Josephine Steele to Floger B. Tallentire and Ronald George ... in unequal shares - 1.3.1960 at 11.40 am

*[Handwritten signature]*

A.L.R.

418751A Change of Name of the Mortgage in Mortgage 353256 to Wrightson NMA Farmers' Finance Limited entered 25.2.1974 at 11.50am

*[Handwritten signature]*

A.L.R.

218688 Mortgage of his interest William John Strode to Harold Strode - 21.4.1960 at 11.24 am

*[Handwritten signature]*

A.L.R.

423495 Transfer of her 1/2 share Josephine Steele to Eden John Steele of Kyeburn, Farmer - 27.5.1974 at 1.33 pm

*[Handwritten signature]*

A.L.R.

269304 Mortgage of their interest Robert Ross McMillan and William George McMillan to know James McMillan and Donald Robert McMillan in shares 1.3.1966 at 1.33 pm and varied by Variations produced 15.3.1965 and 1.4.1966

*[Handwritten signature]*

A.L.R.

Prospecting Licence under the Mining Act 1971 affecting part of the within land in favour of Haseby Minerals Limited for a term of 3 years from 1.6.1974 produced 21.6.1974 at 9.01 See Vol. 5D Fol. 10

*[Handwritten signature]*

A.L.R.

343096 Transmission of the interest of James McMillan in Mortgage 269304 to The Trustees Executors and Agency Company of New Zealand Limited entered 16.7.1969 at 10.10 am

*[Handwritten signature]*

A.L.R.

432903 Transfer of his 1/6th share Frederick Michael Moynihan to John Raymond George Rawcliffe of Kokonga Farmer - 14.11.1974 at 2.8pm

*[Handwritten signature]*

A.L.R.

353256 Mortgage of interest of Eden John Steele and Josephine Steele to Wright Stephens Farmers' Finance and Investment Company Limited - 3.4.1970 at 11.28 am

*[Handwritten signature]*

A.L.R.

454900/2 Transfer of his 1/2 share William George McMillan to Robert Fleming Laurenson of Paerau Farmer and Philip Anthony Tonkin of Ranfurly Solicitor - 3.3.1976 at 11 am

*[Handwritten signature]*

A.L.R.

418751A Change of Name of the Mortgage in Mortgage 353256 to Wrightson NMA Farmers' Finance Limited entered 25.2.1974 at 11.50 am

A.L.R.

18752 Memorandum of Priority ranking Mortgage 418751 as a first mortgage and Mortgage 353256 as a second mortgage - 25.2.1974 at 11.51 am

A.L.R.

458538 Mortgage of their interest Robert Ross McMillan, Robert Fleming Laurenson and Philip Anthony Tonkin to The Rural Banking and Finance Corporation of New Zealand - 12.5.1976 at 2.38 pm

*[Handwritten signature]*

A.L.R.

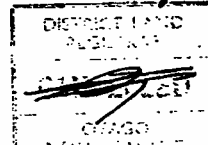
80/622 and Pastoral Occupation Licence 80/622 issued

*[Handwritten signature]*

A.L.R.

30/74

LAND & DEEDS	
Nature:	Pastoral Licence
Firm:	C.C.L.
9 JUL 1968	
Time:	10.32
Fee:	\$ 2.00
Abstract No.	134



DUPLICATE DESTROYED  
18/8/1980



**DUPLICATE DESTROYED**  
15/8/1968

L. & S.—B. 5  
NEW ZEALAND  
Former Ref. Vol. 386 fol. 100

*Register*  
Entered in the Register-book; the

**CANCELLED** 12th day of November, 1963

No. **B2, 1284**

L. & S. Ref. No. 0.40

REGISTERED IN THE LAND REGISTER OFFICE BUT NOT UNDER THE TRANSFER ACT.



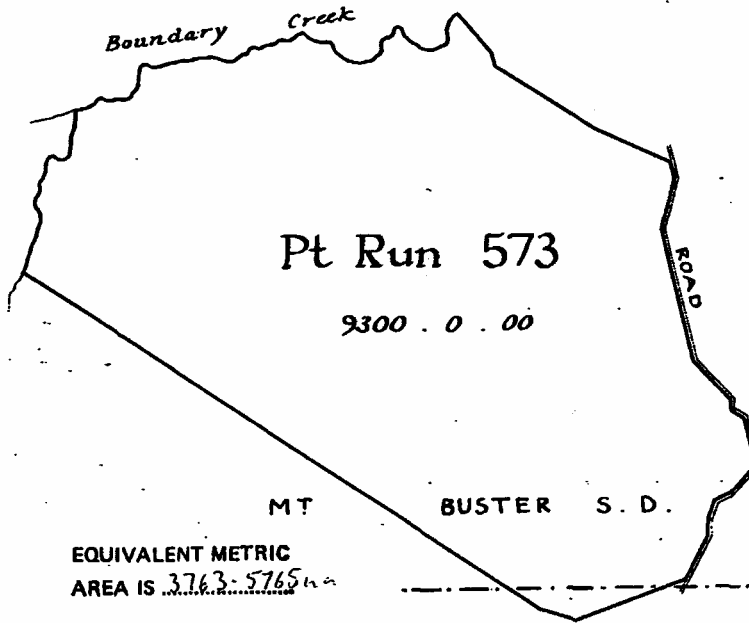
*[Signature]*  
Land Registrar

**Pastoral Occupation Licence under the Land Act 1948**

The Land Settlement Board (hereinafter referred to as "the Licensor") doth hereby license and authorise WILLIAM JOHN STRODE of Kyeburn, Farmer, and VALERIE ETHEL STRODE his wife jointly inter se as to a one sixth share, the said William John Strode as to a one sixth share, JESSE MATSEY CRUTCHLEY of Kyeburn, Farmer as to a one sixth share, JOHN GORDON SMITH of Naseby, Farmer as to a one sixth share, JAMES McMILLAN of Naseby Farmer as to \* (hereinafter referred to as "the Licensee") to occupy all that parcel of land containing by estimation 9,300 acres ..... more or less, situated in the Land District of Otago, and being Part Run 573 Mt Buster and Kyeburn Survey Districts.....

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

\* a one sixth share DARCY JOSEPH STEELE of Dunedin, Farmer as to a one twelfth share and JOSEPHINE STEELE his wife as to a one twelfth share, as tenants in common in the shares set out after their respective names.



KYEBURN S. D.

S.O. 788, 789.

Scale: 80 chains to an inch.

No. **B2, 1284**

easements, and appurtenances thereto belonging for a term of five years commencing on the 1st day of July 1963, together with the period between the date of this licence and the ~~fore~~ 1st day of July 1963; YIELDING and paying therefor unto the Department of Lands and Survey at Dunedin the annual rent of £ 50.0.0 payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year of the said term. ~~AND also paying in respect of the improvements specified in the Schedule hereto the sum of £ \_\_\_\_\_ by a deposit of £ \_\_\_\_\_ (which has already been paid) and thereafter by half-yearly instalments of £ \_\_\_\_\_ on the 1st day of January and the 1st day of July in each and every year.~~

AND subject also to the following terms and conditions:

~~1. THAT without derogating from or restricting the covenants contained and implied in this licence and on the part of the Licensee to be performed or complied with the Licensee will not at any time during the said term depasture on the land hereby demised more than \_\_\_\_\_ sheep which number shall not include more than \_\_\_\_\_ breeding ewes nor more than \_\_\_\_\_ cattle which number shall not include more than \_\_\_\_\_ breeding cows PROVIDED HOWEVER that the Licensee may with the prior written consent of the Licensor carry such additional stock on such terms and conditions as may therein be specified subject nevertheless to the right of the Licensee to revoke or vary such consent at any time.~~

2. THAT the Licensee will at all times farm the land hereby demised in a manner to promote soil conservation and prevent erosion and will comply with the provisions of the Soil Conservation and Rivers Control Act 1941.

AND it is hereby agreed and declared by and between the Licensor and the Licensee:

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

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

1. THAT without derogating from or restricting the covenants contained and implied in this licence and on the part of the Licensee to be performed or complied with the Licensee will not at any time during the said term depasture on the land hereby demised more than 2,000 wethers during the months mid January to mid August; 1,000 wethers during the months mid August to mid November; 500 young wethers during the months mid January to mid April and 2,000 ewes from January to mid April PROVIDED HOWEVER that the Licensee may with the prior written consent of the Licensor carry such additional stock on such terms and conditions as may therein be specified subject nevertheless to the right of the Licensor to revoke or vary such consent at any time.

~~Schedule of Improvements Belonging to the Crown~~

In WITNESS whereof the <sup>Deputy</sup> Commissioner of Crown Lands for the said Land District, on behalf of the Licensor, has hereunto set his hand, this first day of July 1963, in the presence of—

Witness: Williamson  
Occupation: Clark  
Address: Land Survey Dept  
Dunedin

W. J. Storde  
Deputy Commissioner of Crown Lands.

We ~~+~~ the within named Licensee, hereby accept this Licence on the terms and conditions specified herein and in witness thereof have hereunto set ~~my~~ <sup>our</sup> hand in the presence of—

Signed by the said WILLIAM JOHN STRODE in the presence of:—  
Witness: W. J. Storde  
Occupation: D. J. Storde  
Address: H. Gibson

W. J. Storde  
Licensee.

Signed by the said VALERIE ETHEL STRODE in the presence of :-

Witness: *W J R 3 room*  
Occupation: *Dentist*  
Address: *74 yeburn*

*V. E. Strode*  
Licensee

Signed by the said JESSEE MAISEY CRUTCHLEY in the presence of :-

Witness: *W J R 3 room*  
Occupation: *Dentist*  
Address: *74 yeburn*

*J. M. Crutchley*  
Licensee

Signed by the said JOHN GORDON SMITH in the presence of :-

Witness: *W J R 3 room*  
Occupation: *Dentist*  
Address: *74 yeburn*

*J. G. Smith*  
Licensee

Signed by the said JAMES McMILLAN in the presence of :-

Witness: *W J R 3 room*  
Occupation: *Dentist*  
Address: *74 yeburn*

*James McMillan*  
Licensee

Signed by the said DARCY JOSEPH STEELE in the presence of :-

Witness: *W J R 3 room*  
Occupation: *Dentist*  
Address: *74 yeburn*

*D. J. Steele*  
Licensee

Signed by the said JOSEPHINE STEELE in the presence of :-

Witness: *W J R 3 room*  
Occupation: *Dentist*  
Address: *74 yeburn*

*J. Steele*  
Licensee

Mortgage 158875 of his share Jesse Kaisey Crutchley to Jesse Maisey Crutchley - 9.2.1955

DISCHARGED & GED  
Jesse Maisey Crutchley

273201 Transfer of the 1/6 share of Jesse Maisey Crutchley to Frederick Michael Moynihan of Kyeburn Farmer and Hotelkeeper - 22.6.1964 at 9.37 a.m.

Mortgage 183807 of Their interest Darcy Joseph Steele and Josephine Steele to Florence Amy Tallentire and Ronald George Hore in unequal shares - 1.3.1960 at 10.40.am.

Variation of Mortgage 269304 - 15.3.1965 at 12 noon  
*W E Hayes*  
A.L.R.

Variation of Mortgage 158875 - 1.3.1960 at 10.45.am.

289681 Transfer of his 1/12th share Darcy Joseph Steele to Eden John Steele of Kyeburn, Farmer - 13.8.1965 at 2.18pm.

218688 Mortgage of his interest William John Strode to Harold Strode - 21.4.1960 at 11.24.am.

296899 Transfer of his undivided 1/6th share John Gordon Smith to James William Basil Smith of Kyeburn Farmer - 23.2.1966 at 2.56 pm  
*W E Hayes*  
A.L.R.

269303 Transfer of his interest James McMillan to Robert Ross McMillan and William George McMillan both of Naseby Farmers as tenants in common in equal shares - 12.3.1964 at 1.30 pm

Variation of Mortgage 269304 - 1.4.1966 at 2.15 pm.  
*W E Hayes*  
A.L.R.

269304 Mortgage of their interest Robert Ross McMillan and William George McMillan to James McMillan - 12.3.1964 at 1.35 pm

OVER

316146 Transfer of Mortgage 269304  
to Donald Grant McMillan of Cromwell  
Farmer as to a £3,000 share and to  
James McMillan abovenamed as to a  
£11,267.8.8d. share as tenants in  
common in the said shares -10.7.1967  
at 11.6 am

*BE Hayes*

A.L.R.

Pastoral Licence 30/74 issued.

*EM* A.L.R.

DISTRICT LAND  
REGISTRAR  
**CANCELLED**  
OTAGO  
NEW ZEALAND

B2/1284

<b>LAND &amp; DEEDS</b>	
Nature:	<i>Past lease</i>
Firm:	<i>C.L.</i>
<b>12 NOV 1963</b>	
Time:	<i>9.30.</i>
Fee: £	<i>1.5.-</i>
No.	



*Y*

130

Image Quality due to Condition of Original.

Former Reference: 335/125

LAND & SURVEYS  
NEW ZEALAND  
Otago  
LAND-DISTRICT OFFICE  
Address No. 215

Registered in the LAND REGISTRY OFFICE under the LAND TRANSFER ACT  
L. S. R. 100  
Entered in the Register-book, Vol. 386 fol. 100  
the 13<sup>th</sup> day of February  
1959 at 2.50 o'clock  
1st Lt. Land Registrar.

386/100

Pastoral Occupation Licence of Pastoral Land under the Land Act, 1948

No. O. 22

JESSE WAISLEY CRITCHLEY (one sixth share) JAMES STUBBS (one sixth share) FRANK HENNINGSON (one sixth share) ...  
in the shares set out in their respective names

teliberas

has applied under the provisions of the Land Act, 1948, for a Pastoral Occupation Licence over that piece or parcel of pastoral land containing by measurement 14570 acres more or less, situated in the Land District of Otago and being part Run 573, Mt Buxton, Seesby and Kyeburn Survey Districts

(hereinafter referred to as the said land), as the same is delineated on the plan endorsed hereon and edged red in outline: together with the rights, easements, and appurtenances thereto belonging: AND whereas the Land Settlement Board has granted the said persons mentioned above...  
Yielding and paying therefor during the said term into the Department of Lands and Survey at the Principal Land Office for the said Land District of Otago the clear annual rent of Seventy pounds (£ 70 : - : -) payable without demand by equal half-yearly payments in advance on the 1st day of January and 1st day of July in each and every year during the said term. Just also paying in respect of the improvements specified in the schedule hereto the sum of (£ : : -) by a deposit of (£ : : -) (the receipt of which sum is hereby acknowledged) and thereafter by (£ : : -) half-yearly instalments of pounds pence ( : : -) on the 1st day of January and 1st day of July in each and every year during the said term.

Ford diagram see other sheet.

1. THAT the Licensee will fully and punctually pay the rent hereinafter reserved at the times and in the manner hereinafter stated in this 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 Licensee will within one year after the date of this licence take up his residence on the said land, and thereafter throughout the term of the licence will reside continuously on the said land.
3. THAT the Licensee will hold and use the said land bona fide for his own use and benefit and will not transfer, assign, 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 Licensee will at all times farm the said land skilfully and in a husbandlike manner according to the rules of good husbandry and will not in any way commit waste.
5. THAT the Licensee will throughout the term of this licence 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 fire 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, 1926.
6. THAT the Licensee will keep the said land free from all noxious weeds, and generally comply with the provisions of the Rabbit Nuisance Act, 1925.
7. THAT the Licensee will clear and clear from roots and keep such all 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 licence: and will not at any time without the prior consent of the Commissioner make the channel of any such creek or watercourse or stop or divert the water flowing therein.
8. THAT the Licensee 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 stone buildings) 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 Licensee will insure all buildings belonging to the Crown (including stables) erected on the said land in the fire-risk areas specified in the Schedule hereto which are being purchased by the Licensee or hereafter erected on the said land to their full insurable value in the name of the Commissioner or some insurance officer 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 day on which any such premium becomes payable, the receipt for that premium.
10. THAT the Licensee will not throughout the term of the licence without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of a fee) as the Commissioner thinks fit, 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 licence 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, rookery, or building purpose on the said land nor where the timber or tree has been planted by the Licensee.
11. THAT the Licensee shall not, except for the purpose of complying with any of the provisions of the Noxious Weeds Act, 1926, 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 occupied in this behalf for the purpose of determining whether such land or any adjoining land is included with deer, wild geese, wild pigs, opossums or other animals which the said Department is charged with the duty of determining 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 Licensee's stock.
13. THAT the Licensee will effect the following improvements on the said land within the time specified in this behalf and will thereafter maintain the said improvements in good working order, and maintain to the satisfaction of the Land Settlement Board:—
13. THAT the Licensee shall exercise due care in stocking the said land and shall not overstock.

AND it is hereby agreed and declared by and between the Land Settlement Board and the Licensee:—  
(4) THAT the Licensee shall have the exclusive right of passage over the said land, but shall have no right to the soil.  
(5) THAT the Licensee shall have no right, title, or claim whatsoever in or to any minerals (within the meaning of the Land Act, 1948) or to the surface of the soil of the said land, and all such minerals are reserved to His Majesty together with any right of way over the said land in favour of the Commissioner or of any person authorized by him and 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 Licensee of compensation for all damage done to improvements on the said land belonging to the Licensee in the working, extraction, or removal of any such minerals: Provided that there shall be no right of way over, or right of work, contract, or removal any mineral from, any part of the said land which is for the time being under crop or used or situated within the park of a race, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any buildings of any description: Provided also that the Licensee 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, rookery, or building purpose on the said land, but not otherwise.  
(6) THAT the Licensee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary:—  
(a) Clear any portion of the said land for the purpose of growing vines for the stock department thereof;  
(b) Carry such area of the said land as is sufficient for the use of himself and family and his employees;  
(c) Plough and sow in grass any portion of the said land;  
(d) Clear any portion of the said land by felling and burning back or scrub and sow the land so cleared in grass;  
(e) Sow in grass any portion of the said land: Provided that the Licensee shall, on the termination of the licence, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clover and grass to the satisfaction of the Commissioner.

384100

overshadowed so long as  
heretofore and that the  
only during the period  
per cent on the carrying  
in writing permit the  
to do. Any permission  
granted in the event of  
hereunder.

period of 4-September  
1911.  
Board both

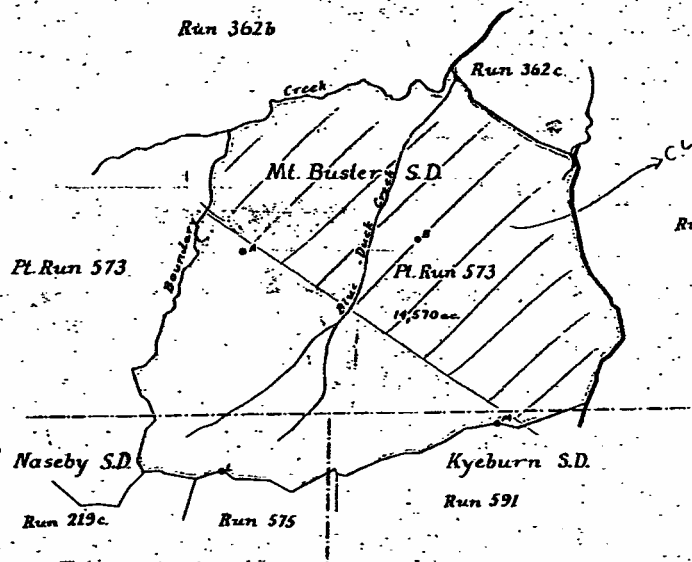
Centre  
of Crown Lands

OUR hand in  
Licencee  
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net Darcy  
Stable to Glass  
George H  
1st March  
1875 produced by  
the water  
Harold Stoddart  
Farmer's Park  
1st April 1860  
share William  
Lindham John  
Stoddart his wife  
1875  
75 1/4 1/160 1/2 1/2

Mt. Buster, Naseby & Kyeburn S.Ds.

EQUIVALENT METRIC  
AREA IS 2896.2698 ha



Scale: 80 chains to an inch.



386/100

- (4) THAT the Licensee shall have no right of equipping the feedlot of the said land or of his cannot be found or if he shall neglect or fail or refuse to comply with the terms and conditions herein expressed or implied to the satisfaction of the Lead Settlement Board or the Commissioner, as the case may be, or make default for not less than two months in the payment of rent or other payments due to the Department of Lands and Survey, then the Lead Settlement Board may, subject to the provisions of section 146 of the Land Act, 1948, declare this license to be forfeit, and the Licensee shall be liable to take effect as a statutory corporation under the Land Act, 1948, and the provisions of the said Act and of the regulations made thereunder applicable to such tenement shall be binding in all respects upon the licensee in the same manner as if such provisions had been fully set out herein.

CHEDULE

(c) THAT the Licensee shall be deemed not to have failed to use due care in stocking, or to have overstocked so long as the sheep depastured on the said land consist only of the type and number shown in the schedule hereto and that the said type and number are depastured on the said land in each year of the term of this License only during the capacity on which is based the rent herebefore reserved) but the Commissioner may by notice in writing permit the Licensee to depasture thereon any greater number should he deem it advisable or expedient so to do. Any variation granted shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.

3300 wethers during the period mid-April to mid-September, 1650 wethers during the period mid-September to mid-December, 6600 dry sheep during the period mid-December to mid-April.

In witness whereof the Commissioner of Crown Lands for the Land District of Otago, on behalf of the Land Settlement Board, hath hereunto set his hand this 1st day of January, 1956, in the presence of—

Witness: [Signature]  
 Occupation: Chief Clerk and Survey Department  
 Address: Dunedin

C. K. Peile  
 Commissioner of Crown Lands.

We, the within-named Licensee, hereby accept this license on the terms and conditions specified herein and in witness thereof have hereunto set our hand in the presence of—

Witness: [Signature]  
 Occupation: [Signature]  
 Address: [Signature]

Witness: [Signature]  
 Occupation: [Signature]  
 Address: [Signature]

Witness: [Signature]  
 Occupation: [Signature]  
 Address: [Signature]

Witness: [Signature]  
 Occupation: [Signature]  
 Address: [Signature]

Witness: [Signature]  
 Occupation: [Signature]  
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Witness: [Signature]  
 Occupation: [Signature]  
 Address: [Signature]

Witness: [Signature]  
 Occupation: [Signature]  
 Address: [Signature]

[Signature] Licensee.

[Signature] Licensee.

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[Signature] Licensee.

[Signature] Licensee.

DISCHARGED

DISCHARGED

DISCHARGED

Transfer 216983 of the one sixth share of Kenneth Thompson to Joseph Barry produced 1925. All correct.

Mortgage 151875 of the one sixth share of Kenneth Thompson to the State Advances Corporation of New Zealand dated 2nd November 1926.

Mortgage 151875 of the one sixth share of Kenneth Thompson to Joseph Barry produced 1925. All correct.

Transfer 216983 of the one sixth share of Kenneth Thompson to Joseph Barry produced 1925. All correct.

Transfer 216984 of the one sixth share of Kenneth Thompson to John Gordon Smith of Naseby farmer produced 1st March 1960 at 10/2d. All correct.

Transfer 216985 of the one sixth share of Kenneth Thompson to Joseph Barry produced 1925. All correct.

Mortgage 151875 of the one sixth share of Kenneth Thompson to the State Advances Corporation of New Zealand dated 2nd November 1926.

Mortgage 151875 of the one sixth share of Kenneth Thompson to Joseph Barry produced 1925. All correct.

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Transfer 216985 of the one sixth share of Kenneth Thompson to Joseph Barry produced 1925. All correct.

(numbers written on next page)

Particular License issued for year from 573  
7th Bz July 1961

386/100

305654 Transmission of Mortgage  
158875 to The Trustees Executors and  
Agency Company of New Zealand Limited  
and Charles Grant, Controller, as  
Executors, dated 23.9.1961

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. H. Macfarlane A.L.R.



Vertical text on the right edge of the page, likely a scanning artifact or reference number.

NEW ZEALAND.

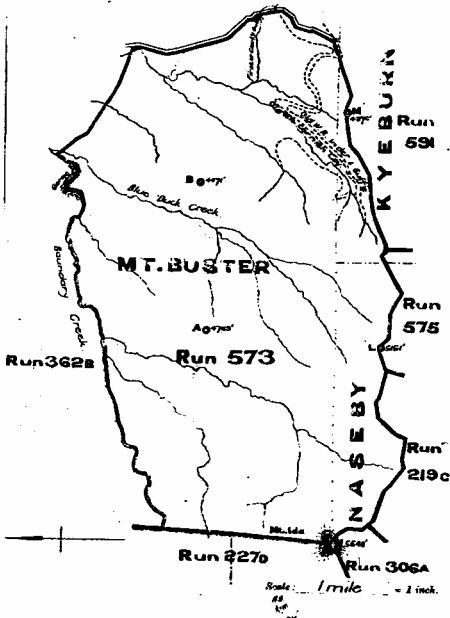
[Crown Lands—B. 2.]

335 125

PLAN OF RUN No. 573

No. 1628, National Endowment.

Area 20,320 acres EQUIVALENT METRIC AREA IS 8,223.2123 ha.



License to occupy Crown Lands for Pastoral Purposes.

Whereas WILLIAM EDWARD STROUD and ALEXANDER MAXWELL, both of SYDNEY, ALFRED CANNY of KIWONGA, CHARLES CLAUSTRON IREYNE of KILBURN DISTRICT, and PATRICK DANIEL HARRAHAN of HARBURY, FAROERS, have been granted under the provisions of "The Land Act, 1908" and its amendments, and "The Discharged Soldiers' Settlement Act, 1915" and its amendments, and the provisions of the Land Act, 1908, and its amendments a License to occupy for Pastoral Purposes an area of Crown lands containing by estimation Twenty thousand three hundred and twenty (20320) acres, more or less, and being Run numbered Five hundred and seventy-three (573), classed as Pastoral land, in terms of section 174 thereof, situate in the County of Waitaki, 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 have paid the sum of Twenty-five pounds (£ 25 - - - ), being the first half-year's rent in advance for such Run: The said WILLIAM EDWARD STROUD, ALEXANDER MAXWELL, ALFRED CANNY, CHARLES CLAUSTRON IREYNE, as tenants in common, and PATRICK DANIEL HARRAHAN am 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 Fifty pounds (£ 50: - - - ), 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, 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 voided;
  - (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.

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 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 twenty-second day of September, 1920.

W. WILLIAM EDWARD STROUD, ALEXANDER MAXWELL, ALFRED CANNY, CHARLES CLAUSTRON IREYNE and PATRICK DANIEL HARRAHAN } the above-named licensees hereby accept this license on the terms and conditions specified therein.

The Land Board of the Otago Land District on the 23rd day of February, 1921 resolved to add to the names of the licensees mentioned in this license that of James McMillan of Kaitiaki, Farmer, as a tenant in common with the aforesaid licensees.

COMMISSIONER OF CROWN LANDS.

Improvements now existing on the Demised Land and their Value.

Whole Value	104 chains	Fencing on East Headline Boundary	0 7/-	236:0/-
	160	Subdivisional Fencing near East Headline Boundary	0 5/-	40:0/-
				276:0/-

The Land Board of the Otago Land District has this day consented to a transfer of a half share in the one sixth interest of Alexander Maxwell in the within written license to John Watson Maxwell of Kyebrum, Farmer. Dated at Dunedin this 27<sup>th</sup> day of July 1921.

Pursuant to the provisions of Section 149 of the Land Act 1908 (No. 12) of 1908, the Commission has this day issued a license to the within named person for a period of years, viz. years, from the 1<sup>st</sup> day of January 1922 to the 31<sup>st</sup> day of December 1922.

PASTURAGE LICENSE

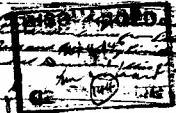
WILLIAM EDWARD GREEN, ALDERMAN, MAYOR, AND AGRICULTURAL DISTRICT, KYEBRUM, DISTRICT.

COMMISSIONER OF CROWN LANDS

Deputy Commissioner of Crown Lands

The Land Board of the Otago Land District has this day consented to the transfer of one sixth share in the within written license to the within named person from Alexander Maxwell of Kyebrum, Farmer to John Watson Maxwell of Kyebrum, Farmer. Dated at Dunedin this 27<sup>th</sup> day of July 1921.

The Land Board of the Otago Land District has this day consented to the transfer of one sixth share in the within written license to the within named person from Alexander Maxwell of Kyebrum, Farmer to John Watson Maxwell of Kyebrum, Farmer. Dated at Dunedin this 27<sup>th</sup> day of July 1921.



The Land Board of the Otago Land District has this day consented to the transfer of the within written license from William Maxwell to John Watson Maxwell of Kyebrum, Farmer. Dated at Dunedin this 27<sup>th</sup> day of July 1921.

The Land Board of the Otago Land District has this day consented to the transfer of the within written license from John Watson Maxwell to Alexander Maxwell of Kyebrum, Farmer. Dated at Dunedin this 27<sup>th</sup> day of July 1921.

The Land Board of the Otago Land District has this day consented to the transfer of the within written license from Alexander Maxwell to John Watson Maxwell of Kyebrum, Farmer. Dated at Dunedin this 27<sup>th</sup> day of July 1921.

The Land Board of the Otago Land District has this day consented to the transfer of the within written license from John Watson Maxwell to Alexander Maxwell of Kyebrum, Farmer. Dated at Dunedin this 27<sup>th</sup> day of July 1921.

The Land Board of the Otago Land District has this day consented to the transfer of the within written license from Alexander Maxwell to John Watson Maxwell of Kyebrum, Farmer. Dated at Dunedin this 27<sup>th</sup> day of July 1921.

The Land Board of the Otago Land District has this day consented to the transfer of the within written license from John Watson Maxwell to Alexander Maxwell of Kyebrum, Farmer. Dated at Dunedin this 27<sup>th</sup> day of July 1921.

The Land Board of the Otago Land District has this day consented to the transfer of the within written license from Alexander Maxwell to John Watson Maxwell of Kyebrum, Farmer. Dated at Dunedin this 27<sup>th</sup> day of July 1921.