

Crown Pastoral Land Tenure Review

Lease name : AHURIRI DOWN

Lease number : PO 220

Due Diligence Report (including Status Report) - Part 1

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

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

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

April 09

**PASTORAL LEASE
LAND TENURE
REVIEW**

DUE DILIGENCE

AHURIRI DOWNS

**DUE DILIGENCE REPORT - AHURIRI DOWNS
CROWN PASTORAL LAND PRE TENURE REVIEW ASSESSMENT STANDARD 6**

File Ref:	CON / 50272 / 09 / 12511 / A-ZNO	Report No:	Q V V 201	Report Date:	9 January 2002
Accredited Supplier	ABERCROMBIE & ASSOCIATES LTD	LINZ Case No:	TR C2 / 244	Date sent to LINZ	15/2/2002

RECOMMENDATIONS

- 1 That the Commissioner of Crown Lands or his delegate **note** this Due Diligence Report which has been prepared in accordance with the Pre Tenure Review Assessment Standard;
- 2 That the Commissioner of Crown Lands or his delegate note the following incomplete actions which require action by the Manager, Crown Property Management [*or other party*];

Details of incomplete actions requiring completion by the CCPO or other party:

Soil and Conservation Plan 61 [the works involved are now complete] was approved subject to 1950 acres being retired and converted to a pastoral occupation lease with a no grazing clause.

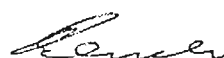
Following an application for a rehearing resulting from an application for personal exemption to the stock limitation, grazing of the "retired block" by the lessee is restricted to the period of 1 January to 15 May in each year. This arose from an attempt by CCL to permanently retire from grazing the upper block known as the "retired block".

Signed by Sub-contractor:



David J Abercrombie
Nominated Person for Accredited Supplier

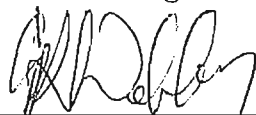
Signed by contractor:



Barry Dench
Team Leader for Tenure Review
Quotable Value [Valuations]

Approved / ~~Declined~~

[pursuant to a delegation from the Commissioner of Crown Lands] by:



GRANT KASPER WEBLEY

[

Date of decision: 24 / 1 / 02

1 Details of lease:

Lease name: Ahuriri Downs

Location: Henburn Road, Omarama

Lessee: W H Sutherland, K J Sutherland & R N Macassey as to a ½ share and A J Sutherland, D J Sutherland and R N Macassey as to a ½ share.

Tenure: Pastoral lease of pastoral land pursuant to the Land Act 1948.

Term: 33 years from 1 July 1959. The lease was renewed for a further 33 years as at 1 July 1992.

Annual rent: \$3150.00

Rental value: \$210 000.00

Date of next review: 1 July 200~~4~~3

Land registry Folio Ref: OT386/116 [See copy at appendix 1]

Legal description: Run 534, Ahuriri Survey District

Area: 3318.4223 ha [by title metric conversion]

2 File Search

Files held by accredited supplier on behalf of LINZ:

File reference	Volume	First folio number	Date	Last folio number	Date
P 220 [formerly file SGR1216]	I	183	29/10/1937	303	09/12/1969
Po220	II	304	10/12/1969	450	15/01/1999
Po 220	III	1	13/01/1999	60	27/06/2000
Po 220		1	14/06/2000	12	12/10/2001
[also known as file CON/50213/09/12511/A-ZNO]					

Other relevant files held by LINZ

File reference	Volume	First folio number	Date	Last folio number	Date
Nil sourced.					

Folios relating to uncompleted actions are:

File reference	Volume	Folio number	Date
P 220	II	322	17 July 1972
P 220	II	323	21 July 1972
P 220	II	384	14 February 1986
P 220	II	385	7 April 1986
P 220	II	389	17 January 1986
P 220	II	428	27 March 1997
P 220	III	27	18 May 1999
P 220	III	46	14 July 1999
P 220	III	50	17 September 1999
P 220	III	53A	30 November 1999
P 220	III	54	23 December 1999

For further details see Section 8 of this due diligence report.

3 Summary of lease document

Terms of lease

Lease number:	P 220
Commencement date:	1 July 1959
Renewal instrument number:	838113 <i>[See copy at appendix 2]</i>
Lease stock limits:	2475 sheep
Memorandum of Variation	Not applicable
Any non-standard conditions	There are no non-standard conditions

Area adjustments

Not applicable.

Registered interests

SUBSTANTIAL INTEREST	SUMMARY
838113 - Renewal of lease	In accordance with provisions of lease - See copy at appendix 2.
964666.2 - Memorandum of transfer	To current lessees with CCL consent
964666.2 - Mortgage to National Bank of New Zealand Limited	Personal to lessee

Unregistered interests

INTEREST	SUMMARY
Recreation permits	There is no record on file of any recreation permits over the lease
Unsecured debts	None known

4 Summarise any Government programmes approved for the lease:

On 9 August 1972 a Soil and Water Conservation Plan was entered into [# 61 - not registered]. It provided for the complete retirement of 789 hectares. In addition, 1959 hectares was to be retired and converted to a Pastoral Occupation lease with a no-grazing clause. The physical works have been completed but the land tenure alterations have not.

Relevant details are included as appendix 3.

5 Summary of Land Status Report

The land the subject of this report is Crown Land subject to Pastoral Lease P 220 as certified by the Chief Surveyor, Dunedin.

A copy of the certified land status report is appended as Schedule A.

6 Review of topographical and cadastral data

Telecommunications facilities	Believed to be not applicable
Electricity transmission facilities	Overhead electricity transmission lines exist at the south eastern portion of the leased land. Continued occupation of the land and ownership of the transmission facilities by the relevant electricity operator(s) would be pursuant to Section 3(5) of the Electricity Operators Act 1987.
Historic places	Believed to be not applicable
Discrepancies between fenced and legal boundaries	Believed to be not applicable
Formed Roads	Henburn Road passes through the property. It follows a legal road alignment. Other roads/ tracks do not follow a legal road.
Paper roads	Believed to be not applicable
Marginal strips	There are no marginal strips within the leased boundary. However, a marginal strip does exist along the southern boundary.
Other [specify] - Air strip beside to eastern boundary adjacent to Henburn Road	The presumption is that the facility exists for lessee use

[See copy of cadastral plan and topographical map at appendix 4]

7 Details of any neighbouring Crown or conservation land

In a clockwise manner the Crown [including land of the crown] or conservation land adjoining/adjacent to the land the subject of this report is:

Part Run 535

SITUATION	STATUS
North of leased land	Crown Land subject to Pastoral Lease as recorded in register volume 386/112

Part Run 533

SITUATION	STATUS
West of leased land	Crown Land subject to Pastoral Lease as recorded in register volume 386/120

Run 532

SITUATION	STATUS
Northwest of leased land	Crown Land subject to Pastoral Lease as recorded in register volume A2/1131

8 Summarise any uncompleted actions or potential liabilities

Your attention is drawn to the following:

Soil and Conservation Plan 61 was approved subject to 1950 acres being retired and converted to a pastoral occupation lease with a no grazing clause. While the works involved are now complete the land tenure alterations are still required - See details at appendix 3 .

Following an application for a rehearing resulting from an application for personal exemption to the stock limitation, grazing of the "retired block" by the lessee is restricted to the period of 1 January to 15 May in each year. This arose from an attempt by CCL to permanently retire from grazing the upper block known as the "retired block" - See details at appendix 5 .

ATTACHMENTS

- Schedule A Land status report
- Appendix 1 Register volume copy of pastoral lease
- Appendix 2 Memorandum of renewal of lease
- Appendix 3 File search summary comprising copy of relevant supporting folio(s) referenced in this due diligence report
- Proposed retirement of land following completion of works associated with soil and water conservation plan
- Appendix 4 Cadastral plan and topographical map of pastoral lease
- Appendix 5 File search summary comprising copy of relevant supporting folio(s) referenced in this due diligence report
- Restriction of grazing

ABERCROMBIE AND ASSOCIATES LIMITED

PROPERTY MANAGERS AND CONSULTANTS

P O BOX 5058
MORAY PLACE
DUNEDIN

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

C:\DATA\CONSULT\CLIENT\QV\CONTRACT2992\CS Status Cert Ahuriri Downs.wpd

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

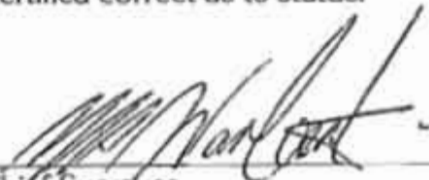
LAND STATUS REPORT		AHURIRI DOWNS P220		[LIPS Ref. 12511]
Property	1	of	1	

Land District	Otago
Legal Description	Run 534, Ahuriri Survey District
Area	3318.4223 ha [by title metric conversion]
Status	Crown Land subject to Pastoral Lease P 220
Instrument of Lease	Reg Vol OT386/116 registered in Land Transfer Office but not under Land Transfer Act
Encumbrances	Nil
Mineral Ownership	Crown [see comment below]
Statute	Land Act 1948, Crown Pastoral Land Act 1998

Data Correct as at:	10 December, 2001
Accredited Supplier certification	As attached

Prepared by	David J Abercrombie
Crown Accredited Supplier	Abercrombie & Associates Ltd

Certified correct as to status:



Chief Surveyor
Land Information New Zealand, Dunedin

17/12/2001

Notes: This information does not affect the status of the land but was identified as possibly requiring further investigation at the due diligence stage; See Crown Pastoral Standard 6 paragraph 6

Soil and Conservation Plan 61 [the works involved are now complete] was approved subject to 1950 acres being retired and converted to a pastoral occupation lease with a no grazing clause.

Following an application for a rehearing resulting from an application for personal exemption to the stock limitation, grazing of the "retired block" by the lessee is restricted to the period of 1 January to 15 May in each year. This arose from an attempt by CCL to permanently retire from grazing the upper block known as the "retired block".

Research Data: Some items may not be applicable

SDI Print obtained	Yes [See attached]
NZMS 261 Ref	H 39
Local Authority	Waitaki District Council
Crown Acquisition Map	Yes To determine agreement for purchase from Ngai Tahu
SO Plan	251, 252 <i>[See evidence attached]</i>
Relevant Gazette Notices	Not applicable
CT Reference / Lease Reference	Pastoral Lease P 220, Reg Vol OT386/116. Lease renewed by 838113. NOTE: For history of land see below <i>[See evidence attached]</i>
Legislation Cards	Not applicable
CLR	Yes <i>[See evidence attached]</i>
Allocation Maps [if applicable]	Not applicable
QVNZ Reference	26050/12800 Area reconciles with title metric conversion.
Crown Grant Maps	Yes - There are no references for the subject property

Research - continued

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

History of ownership:

Purchased from Ngai Tahu by the Kemp Purchase of 1848.

No record of crown grants having been made

Selected for lease and SGR 768 granted as at 1 May 1916 as recorded in register volume OT179/92.

On expiry, SGR 1216 granted as at 1 March 1936 as recorded in register volume OT290/58.

On expiry, P220 granted as at 1 March 1959 as recorded in register volume OT386/116 [Note: title metric conversion shows an area of 3318.4223 ha while a more accurate calculation {using a conversion factor of 0.404686} would derive an area of 3318.4252 ha].

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



COMPUTER INTEREST REGISTER
UNDER LAND TRANSFER ACT 1952



Search Copy

R. W. Muir
Registrar-General
of Land

Identifier OT386/116
Land Registration District Otago
Date Registered 11 June 1959 10:06 am

Prior References
OT290/58

Type	Lease under s83 Land Act 1948		
Area	3318.4223 hectares more or less	Term	thirty-three years commencing on the first day of July one thousand nine hundred and fifty-nine and renewed for a further period of 33 years commencing on the 1.7.1992

Legal Description Run 534

Proprietors

William Henry Sutherland, Katherine Jane Sutherland and Roger Norman Macassey as to a 1/2 share
Andrew James Sutherland, Deirdre Jane Sutherland and Roger Norman Macassey as to a 1/2 share

Interests

838113 Renewal of lease for a further period of 33 years commencing on the 1.7.1992 and fixing (for the first 11 years) the annual rental at \$3,150.00 calculated on a rental value of \$210,000.00 - 8.9.1993 at 10.43 am
964666.2 Mortgage to The National Bank of New Zealand Limited - 25.3.1999 at 2.26 pm



COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952



R. W. Muir
Registrar-General
of Land

Historical Search Copy

Identifier OT386/116
Land Registration District Otago
Date Registered 11 June 1959 10:06 am

Prior References
OT290/58

Type	Lease under s83 Land Act 1948	Term	thirty-three years commencing on the first day of July one thousand nine hundred and fifty-nine and renewed for a further period of 33 years commencing on the 1.7.1992
Area	3318.4223 hectares more or less		

Legal Description Run 534

Original Proprietors

William Henry Sutherland, Katherine Jane Sutherland and Roger Norman Macassey as to a 1/2 share
Andrew James Sutherland, Deirdre Jane Sutherland and Roger Norman Macassey as to a 1/2 share

Interests

838113 Renewal of lease for a further period of 33 years commencing on the 1.7.1992 and fixing (for the first 11 years) the annual rental at \$3,150.00 calculated on a rental value of \$210,000.00 - 8.9.1993 at 10.43 am
964666.2 Mortgage to The National Bank of New Zealand Limited - 25.3.1999 at 2.26 pm

Issued as a Renewal of [pre-1948] Lease
Former Reference
Registered in Vol. 250 M. 50

NEW ZEALAND
LAND DISTRICT

Registered in the LAND REGISTRY OFFICE
1 JUL 1953
386/116
day of June
1953
Asst. Land Registrar

Pastoral Lease of Pastoral Land under the Land Act, 1948

No. P.220

This Deed, made the 15th day of March
between HIS MAJESTY THE KING (who, with His heirs and successors, is hereinafter referred to as "the Lessee"), of the one part, and
JAMES HOPPY (hereinafter referred to as "the Lessor"), of the other part,

one thousand nine hundred and fifty-nine
of the Parish of Otago, in the Dominion of New Zealand,
with its covenants, administration and permitted assignees,
is hereinafter referred to as "the Lease"; and of the other part, WITNESSETH
that, in consideration of the rent hereinafter ascertained, 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 Lessee doth hereby demise and
lease unto the Lessor the above parcel or parcels of land containing by
admeasurement 8200 square metres, more or less, situated in the Land District of Otago
and being Run 534, Ahuriri Survey District



QUIVALENT METRIC
AREA IS 3318.4223
Scale: 80 chains to an inch

(hereinafter referred to as "the said land"), as the same is more particularly delineated in the plan drawn hereon and therein coloured red in outline; together with the rights, easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of thirty-three years, commencing on the first day of July one thousand nine hundred and fifty-nine together with the period between the date of this lease and the aforesaid first day of July, one thousand nine hundred and fifty-nine. Yielding and paying therefor during the said term unto the Department of Lands and Survey at the Principal Land Office for the said Land District of Otago the clear annual rent of one hundred and thirty-three pounds (£133) 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 the expenses of the improvements specified in the Schedule hereto from the date of the receipt of such sum as hereby acknowledged and thereafter by half-yearly instalments of pounds shillings and pence (£ 1 1 1) on the 1st day of January and the 1st day of July in each year in the manner as set out in the Schedule hereto.

- AND the Lessee doth hereby covenant with the Lessee as follows, that is to say:-
1. THAT the Lessee will fully and punctually pay the rent hereinafter reserved at the times and in the manner therein stated in this Deed, 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 certificate on the said land, and thereafter throughout the term of this lease will make continuously to the said land, and
 3. THAT the Lessee will hold and use the said land lawfully for his own use and benefit and will not transfer, assign, sublet, mortgage, charge, or part with possession of the said land or any part thereof without the previous approval of the Land Settlement Board: Provided that such approval will not be necessary in the case of a mortgage to the Crown or to a Department of State.
 4. THAT the Lessee will at all times from the said land diligently and in a businesslike manner according to the nature of good husbandry and will not do any act or thing which is prohibited by the provisions of the said Act.
 5. THAT the Lessee will keep the said land free from weeds, rubbish, and other refuse, and generally comply with the provisions of the said Act.
 6. THAT the Lessee will clean and show these roads and keep open all drains, ditches, dykes, 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 this lease; and will not at any time within the term of this lease do anything which is prohibited by the provisions of the said Act.
 7. 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 produced by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
 8. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being produced by the Lessee) now or hereafter erected on the said land to their full insurable value in the name of the Commissioner in such insurance office approved by the Commissioner and will pay all premiums being due under every such insurance policy and deposit with the Commissioner every such policy book, not later than the expiration of the term in which any such premium becomes payable, the receipt for the same.
 9. THAT the Lessee will not throughout the term of this lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, sell, let, or otherwise dispose of, or grant, or agree to grant, or assign, or mortgage, or charge, or part with possession of the said land or any part thereof, or do anything which is prohibited by the provisions of the said Act.
 10. THAT the Lessee will not throughout the term of this 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, do any act or thing which is prohibited by the provisions of the said Act.
 11. THAT the Lessee shall not, except for the purpose of complying with any of the provisions of the Statute in that behalf made, erect, or cause to be erected, or use, or permit any person to erect, or use, or cause to be used, any building, or other structure, or do any act or thing which is prohibited by the provisions of the said Act.
 12. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of ingress, egress, and egress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, or other animals which the said Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers and employees in the performance of the said duty shall not at all times avoid undue disturbance of the Lessee's stock.
 13. THAT the Lessee shall maintain due care in stocking the said land and shall not overstock.

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

- (a) THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil.
- (b) THAT the Lessee shall have no right, title, or claim whatsoever in any minerals (including the meaning of the word "minerals" as defined in the said Act, 1948) or in any other minerals of the soil of the said land, and all such minerals are reserved to His Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral or minerals the surface of the said land or any adjacent land of the Crown, subject to the payment to the Lessee of compensation for all damage done to improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals: Provided that there shall be no right of way over, or right to work, extract, or remove any mineral from, any part of the said land which is for the time being under any or used or intended to be used as a yard, garden, orchard, vineyard, nursery, or plantation, or within the precincts of any building: Provided also that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, husbandry, or building purpose on the said land, but not otherwise.
- (c) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter as the expiration of such succeeding term to be granted to the Lessee the outgoing Lessee shall have a right to claim, in accordance with the provisions of section 16 (3) of the Land Act, 1948, a new lease of the land hereby leased as aforesaid 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 the power provided for the renewal thereof and all provision ancillary to or in relation thereto.

C.T. 386/116

384/116

- SO THAT the Lessee shall have no right of acquiring the freehold of the said land.
 - THAT the Lessee may, with the prior consent in writing of the Commissioner give subject to such conditions as the Commissioner may from time to time:
 - (a) Cultivate any portion of the said land for the purpose of growing wheat land for the stock department Government;
 - (b) Dig any area of the said land to be efficient 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 such and use the land as cleared in grass;
 - (e) Enclose 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.

UNLESS the Lessee shall comply for some time stocking the said land and shall use vermin and for the purpose of this clause it is hereby mutually agreed between the Lessee and the Commissioner that the number of stock to be kept on the said land during the whole term shall not, without the prior consent of the Commissioner, exceed sheep 200 - 250 - 300 - 400 - 500 - 600 - 700 - 800 - 900 - 1000 - 1100 - 1200 - 1300 - 1400 - 1500 - 1600 - 1700 - 1800 - 1900 - 2000 - 2100 - 2200 - 2300 - 2400 - 2500 - 2600 - 2700 - 2800 - 2900 - 3000 - 3100 - 3200 - 3300 - 3400 - 3500 - 3600 - 3700 - 3800 - 3900 - 4000 - 4100 - 4200 - 4300 - 4400 - 4500 - 4600 - 4700 - 4800 - 4900 - 5000 - 5100 - 5200 - 5300 - 5400 - 5500 - 5600 - 5700 - 5800 - 5900 - 6000 - 6100 - 6200 - 6300 - 6400 - 6500 - 6600 - 6700 - 6800 - 6900 - 7000 - 7100 - 7200 - 7300 - 7400 - 7500 - 7600 - 7700 - 7800 - 7900 - 8000 - 8100 - 8200 - 8300 - 8400 - 8500 - 8600 - 8700 - 8800 - 8900 - 9000 - 9100 - 9200 - 9300 - 9400 - 9500 - 9600 - 9700 - 9800 - 9900 - 10000

SCHEDULE
IMPROVEMENTS BELONGING TO THE COMMON AND BEING PURCHASED BY THE LESSEE

VII

In WITNESS whereof the Commissioner of Crown Lands for the Land District of Otago, as behalf of the Lessee, hath hereunto set his hand, and these presents have also been executed by the said Lessee.

Signed by the said Commissioner, on behalf of the Lessee, in the presence of:
 Witness: [Signature]
 Occupation: Clerk, Land Survey Dept
 Address: [Address]

Signed by the above named as Lessee, in the presence of:
 Witness: [Signature]
 Occupation: [Occupation]
 Address: [Address]

[Signature]
 Commissioner of Crown Lands

[Signature]
 Lessee

** (2) 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 20% inclusive of 1000 ewes (being an increase of less per cent on the carrying capacity on which is based the rent hereinafore reserved) but the Commissioner may by notice in writing permit the Lessee to depasture thereon any greater number should he deem it advisable or expedient so to do. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.

[Signature]
 Commissioner of Crown Lands

Transfer 215304 of a half share James Duffy to Raymond James Mangles of Hokitika from Levee road 15th October 1959 at 9.55ob.

Mortgage 192873 of part of the property owned by James Mangles to James Duffy 15th October 1959 at 9.58ob.

Electricity agreement of section 3 of the Electricity Supply Act 1913 amendments in 1958.

307/974 Transfer of title to name of James Duffy to Raymond James Mangles of Otago 21-11-1966 at 3.46 p.m.

207975 mortgage of land 21-11-1966 at 3.46 p.m.

Chas Yung
 Clerk
 A.L.R.

[Signature]
 Lessee

307/974 DISCHARGED to James Mangles 7 APR 1989

7 APR 1989

207975 Discharge of mortgage 307976 to James Duffy of and within the South Island 15.7.1969 at 2.24pm

307975 Transfer of mortgage 307976 to James Duffy - 15.7.1969 at 2.24pm

THIS REPRODUCTION (ON A REDUCED SCALE) CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL REGISTER FOR THE PURPOSES OF SECTION 115A LAND TRANSFER ACT 1952.

[Signature]
 A.L.R.

Variation of Mortgage 307976 - 6.4.1970 at 1.56pm.

[Signature]
 A.L.R.

Variation of Mortgage 307975 -
24.1.1972 at 10.56 am

[Signature]
A.L.R.

384764 Mortgage of State Advances
Corporation of New Zealand 24.4.1972
at 10.57 am

23 AUG 1990
Jumarett A.L.R.

[Signature]
A.L.R.

483642 Variation of Mortgage 307975 -
24.8.1977 at 10.14 am

[Signature]
A.L.R.

721020/1 Transmission of Mortgage 307976 to
Raymond James Menzies and Ronald McNally
Blackstock as Executors - 3.2.1989 at 9.10am

[Signature]
A.L.R.

238113 Memorandum renewing the term of
the lease for a further period
of 33 years commencing on the 1.7.1992
and fixing (for the first 11 years)
the annual rental at \$3150.00
calculated on a rental value of
\$210,000.00 - 8.9.1993 at 10.43 am

[Signature]
A.L.R.

964666.2 Transfer to William Henry
Sutherland, Katherine Jane
Sutherland and Roger Norman
Macassey (1/2 share) and Andrew
James Sutherland, Deirdre Jane
Sutherland and Roger Norman
Macassey (1/2 share)

964666.2 Mortgage to The National
Bank of New Zealand Limited

11.3.1999 at 2.26

[Signature]
for RGL

CDE_S15 - Request Manual Copy [X]

Document Type	Instrument	Request Id	16116
Reference Number	838113	User Id	dabercrombiedu
Land District	Otago	Request Date	28/08/2001
Method of Delivery	Post	Client Reference	dabercrombiedu
<input type="checkbox"/> Certified Copy		Status	Pending

Delivery Details:

Firm	Abercrombie & Assoc. Ltd
Street	P O Box 5056
Town	Dunedin
Country	New Zealand
Postcode	9001
Fax Number	03 471 9455

Fees... [OK] [Cancel]

**MEMORANDUM OF RENEWAL AND VARIATION
OF PASTORAL LEASE**

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

AND

IN THE MATTER of Pastoral Lease No P220
registered in Volume 386
Folio 116 Otago District Land Registry
from HER MAJESTY THE QUEEN to
RAYMOND JAMES MENZIES

- (1) Pursuant to Section 170 of the Land Act 1948 the term of the abovementioned lease registered in Volume 386 Folio 116 Otago Land Registry is renewed for a term of 33 years commencing on the 1st day of July 1992. The covenant to pay rent and the rental value contained in the lease is hereby varied by deleting the said covenant and substituting the following:

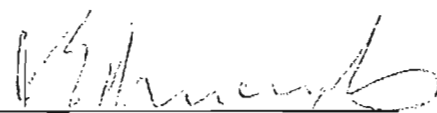
Yielding and paying therefore for the first 11 years of the said term unto the Landcorp Property Limited at Alexandra the annual rent of \$3,150.00 plus GST calculated on a rental value of \$210,000.00 payable without demand by equal half yearly payments in advance on the first day of January and the first day of July in each and every year during the said period of 11 years and for the next two successive periods of 11 years of the said term a rent determined in respect of each of those periods in the manner provided in Section 132A of the Land Act 1948.

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

IN WITNESS WHEREOF the parties have hereunto subscribed their names this

1st day of June 1973

SIGNED for and on behalf of HER MAJESTY)
THE QUEEN by the Commissioner of Crown)
Lands in the presence of:)



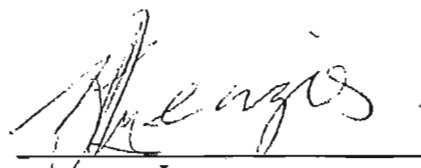
Commissioner of Crown Lands

Witness: Bullen
Pastoral Administration Officer

Occupation: Department of Survey and Land Information

Address: Wellington

SIGNED by the Lessee)
RAYMOND JAMES MENZIES)
in the presence of:)



Lessee

Witness: Thomson

Occupation: Solicitor

Address: Canterbury

MEMORANDUM OF RENEWAL OF PASTORAL LEASE

Particulars entered in the Register as shown herein on the date and at the time stamped below.

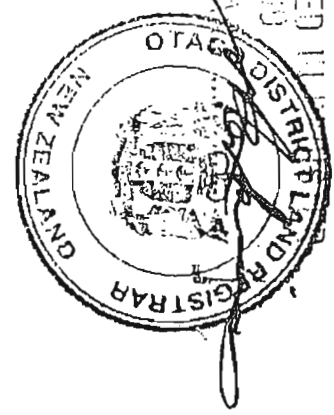
HER MAJESTY THE QUEEN Lessor

District/Assistant Land Registrar
of Otago

RAYMOND JAMES MENZIES Lessee

386/116

10.45 10.09.93 830143



LANDCORP PROPERTY LIMITED
DUNEDIN

FILE COPY

MWP_0011940



Our ref: CPR/01/02/11/13

23 December 1999

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tenure review due diligence from
file: P 220 Vol 3/54

Cook Allan Gibson
Barristers and Solicitor
PO Box 143
DUNEDIN

Attention: Phil Page

Dear Sirs/Madams,

Application For A Rehearing, AJ & WH Sutherland

Thank you for your and your client's attendance at the rehearing on 30 November. Thank you also for the submissions that you provided at the rehearing and for following up with the Christchurch Regional Council with respect to the status of the Land Improvement Agreement (LIA).

As a consequence of Council's response to your enquiry, I do not accept that there is an LIA which I can properly act upon. As a consequence the matter of land retirement is not relevant to any decisions I make in respect of lease matters.

I am therefore rescinding the condition relating to your client's stock limitation which was:

- (a) It is an express condition of this stock limitation that the upper block known as the "retired block" as marked on the [attached] farm plan is not to be grazed by any stock owned or normally farmed by the applicants.


I am replacing the above condition with the following:

- (a) Grazing of the "retired block" is restricted to the period 1 January to 15 May in each year.

I also request that your clients undertake action to ensure the so-called "retired block" is actively managed to the lease boundaries. A boundary fence will be deemed to meet this request.

I believe I have now dealt with all the matters relating to your client's rehearing.

Yours sincerely



David Gullen
Principal Adviser &
Commissioner of Crown Lands

National Office
Lambton House
160 Lambton Quay
PO Box 5501
Wellington
New Zealand
Tel 64-4-460 0558
Fax 64-4-460 0111
Internet
<http://www.linz.govt.nz>

53
a

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file: P 220 Vol 3 53A

Po 200 **Ahuriri Downs**

Re-hearing meeting:

At Cook Allan Gibson Solicitors Boardroom, Dunedin
Date 9.30 am
 Tue 30 November 1999

Present

Andrew & Bill Sutherland (Lessees), Phil Page (Lessees Solicitor)
David Gullen (CCL), Theresa O'Donelly (LINZ Solicitor), Bridget Ronberg
(LINZ Policy & Legal), Caroline Crawford (Knight Frank, technical adviser)

Submissions

Phil Page and the Sutherlands read their prepared written Submissions.

Phil Page:

- Sutherlands prepared to be bound by grazing conditions
 - powers of S 89 (2) do not allow the CCL to impose the retirement of the Top Block. Must be reasonable and for a proper purpose.
- "transfer subject to conditions" must be in the public interest. Environment not a reason.
- Tenure Review the proper way to retire the Top block

Andrew Sutherland:

- issues of the Retired block are natural erosion, hieracium, fire hazard.
- intend to graze merino ewes, less risk of over grazing compared to Corridales
- at present can not control grazing of retired block as neighbours sheep stray onto the block through the broken fence
- grazing of hieracium slows infestation (Espie 1994 paper attached) retirement worsens hieracium spread, evidenced by Conservation land
- fire hazard is increased, build up of fine fuels (letter from Lex Perriam, Rural Fire Officer attached), putting out fires on ungrazed snow tussock more difficult. Added risk with hang gliders using take off site adjacent to Retired block.

Bill Sutherland:

- Retired block adds to the balance of the property
- propose to graze the Retired block for a short period (Jan-March) to allow OSTD country to grow for autumn feed, will eat hieracium seed head. Intend to shepherd stock well.
- photos of grazed and ungrazed flats on Benmore to show difference in hieracium flower cover
- photos of Retired block, mostly from the bottom of the block at a distance

Run Plan

This appears to be the most relevant point. The Run Plan agreement was not registered on the title. Sutherlands will approach the Canterbury Regional Council to try to locate any agreement, find out what ongoing management they related to the Run Plans.

Decision

Withheld, will wait for Phil Page to report back from the Canterbury Regional Council regarding the existence and status of the Run Plan.

Caroline Crawford

1/12/99

NOT A NOTE FOR FILE

Seems that conservation, farming arguments are not relevant. Rests on legal basis of the legislation. Only relevance is the CCL's specific authority to require that land is not grazed is for specific reasons (ie overgrazing, post burn) - based on good husbandry provisions.

Expect that the Agreement does not exist. From the file, retirement seems only a "gentleman's agreement"

NOT correct to "give notice" on transfer that CCL might require retirement of Retired blk. Especially as no reasons were given in transfer letter or stock limitation letter.

I challenge some information in the submissions:

- *Ahuriri Downs corridales are more likely to stay on lower better covered areas than introduced merino ewes*
- *hieracium control by eating off flower heads very debatable, the CCL challenged ascertain that Conservation area has unchecked hieracium because of grazing. Photos of Benmore do not prove a thing, why not grazed for so long??*
- *other photos provided by Sutherlands showed lowest country only -not the screees that make up the majority of the block. Omitted the recently burned area!*

Next step is probably to look at how many merino ewes grazed for how long.

I maintain that the annual stocking ability is only 150-200su, 370su stated by Catchment bd excessive.

Based on my estimate 2/3 of blk is scree, of only 100 ha is grazable land in the retired block, another 150ha marginal, say another 150 ha sparse tussocks. The balance should not have stock on it. $100 \text{ ha} \times 0.5 \text{ su/ha} = 50$, $150 \text{ ha} \times 0.3/\text{ha} = 45$, $150 \text{ ha} \times .2 = 75$ is 170 su in total.

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file: P 220 Vol 3/50

Our Ref: CPR/01/02/11/13

Your Ref:

17 September 1999

Cook Allan Gibson
Barristers & Solicitors
PO Box 143
NZDX YP80023
DUNEDIN 9000

Attention: Mr RN Macassey

Dear Sirs/ Madams

Application for a Rehearing: Ahuriri Downs

Thank you for your letter of 26 July 1999.

I regret that I have been unable to respond more promptly to your letter, but my diary commitments have precluded me from doing so. I will apologise to your clients for that at the rehearing.

I am in agreement with your client's suggestion that the rehearing be held in the South Island, more particularly, Dunedin. I suggest that it may be appropriate to hold the rehearing in the meeting room of your firm.

I am available from 18 October onwards. Please consider possible dates and advise me of a suitable date.

I will have three advisers at the rehearing.

Yours sincerely



David Gullen
Principal Adviser &
Commissioner of Crown Lands

National Office
Lambton House
160 Lambton Quay
PO Box 5501
Wellington
New Zealand
Tel 64-4-460 0558
Fax 64-4-460 0111
Internet
<http://www.linz.govt.nz>

CORRESPONDENCE NO.	494
DATE RECEIVED	27/7
FILE REF	

COOK ALLAN GIBSON
BARRISTERS & SOLICITORS

26 July 1999

Mr David Gullen
Principal Advisor and
Commissioner of Crown Lands
Land Information New Zealand
P O Box 5501
WELLINGTON



Cook Allan Gibson Building
Cor High & Princes Streets
P.O. Box 143 NZDX YP80023
Dunedin 9000 New Zealand
Tel 64 (3) 477-7312
Fax 64 (3) 477-9276
Email lawyers@cagl.co.nz
REG NO 10-071-267

Dear Sir

**APPLICATION FOR REHEARING - A J & W H SUTHERLAND TRUSTS - AHURIRI
DOWNS
YOUR REF: CPR/01/02/11/13**

Thank you for your letter of the 14th instant.

Our clients initial reaction is that they wish to be heard in person with their legal representative present who would also make submissions.

They are concerned, however, about the cost.

Would it be possible for the rehearing to take place in Dunedin or at some other mutually satisfactory place in the South Island?

Yours faithfully
COOK ALLAN GIBSON

R N Macassey
Partner

roger.macassey@cagl.co.nz

02379601990726RM

PARTNERS

ANDREW JOHN ANDERSON
ANDREW JOHN ANDERSON
ANDREW JOHN ANDERSON
ANDREW JOHN ANDERSON
ANDREW JOHN ANDERSON

ASSOCIATES

LEGAL PRACISE
LEGAL PRACISE

TRUST MANAGER

ROBERT JOHN GIBSON

PRACTICE MANAGER

MARGARET CLOSE

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tenure review due diligence from
file: P.220 Vol 3146

Our Ref: CPR/01/02/11/13

14 July 1999

Cook Allan Gibson
Barristers & Solicitors
PO Box 143
DUNEDIN

Attention: Mr Macassey

Dear Sirs/ Madams

Application for Rehearing: AJ & WH Sutherland Truists- Ahuriri Downs

I refer to your client's application for a rehearing dated 18 May 1999.

This application was in response to my 23 April 1999 conditional decision to Messrs AJ and WH Sutherland following their 13 January 1999 request for a personal exemption to stock a limitation. I received the rehearing application from my agent Knight Frank (NZ) Ltd on 20 May 1999 and after careful consideration made my decision to grant the rehearing on 26 May 1999.

In deciding whether or not to grant your client a rehearing I considered all the matters that you raised. Of those issues raised I consider the most pertinent matters in making my decision were as follows:

- (i) the fact that new matters have been raised. In the interest of justice the following new matters were taken into consideration in granting a rehearing because I think it is important for there to be an opportunity to discuss these matters:
 - (a) the applicant's preparedness to be bound to some conditions, in particular grazing restricted to the summer months of January to early May; and
 - (b) the applicant's claim that the risk of fire is much higher when there is no control by grazing.

However Messrs Sutherland raised the point in their 13 January letter that the condition prohibiting the grazing of stock on the "retired block" negates the essence of the lease. I do not agree with this assertion because in placing this condition on the lease, I believe that I have merely exercised the right of the Commissioner of Crown Lands to place conditions on a lease if I believe that such limitations are in the best interests of the property. Therefore, I do not consider this matter to be grounds upon which to base the granting of a rehearing.

We advise that an administrative rehearing under section 17 of the Land Act 1948 can be dealt with either "on the papers" by way of written submissions or, if the applicant seeks to be heard in person, by way of a structured rehearing.

National Office
Lambton House
160 Lambton Quay
PO Box 5501
Wellington
New Zealand
Tel 64-4-460 0558
Fax 64-4-460 0111
Internet
<http://www.lin.govt.nz>

I can advise whether the applicant wishes the rehearing to be dealt with by submissions or whether the applicant seeks to be heard in person, and if so, whether the applicant's legal representative or any submissioners in support will be present.

The procedure for a rehearing in person is as follows:

- The applicant's legal representative (if any) may open the applicant's case for the rehearing. The applicant then sets out their case. The applicant may read from their submissions. The Commissioner of Crown Lands and his advisers to the hearing (who may include a departmental solicitor, a secretary to record proceedings and any directly involved staff or agent), may ask questions of the applicant, or seek clarification of their submissions. Any persons in support of the applicant will present their submissions, and the Commissioner and his advisers may ask questions or seek clarification from them.
- The persons who may be present at a rehearing are; the Commissioner of Crown Lands, LINZ the applicant and their legal representative (if any), any submissioners in support of the applicant, the party opposing the application (if any) and if required by the Commissioner, a representative of the Crown's Agent. (Knight Frank (NZ) Ltd).
- The Commissioner of Crown Lands will then retire to make his decision, which may be a reserved decision.
- The decision is the decision of the Commissioner alone.
- Before making his decision the Commissioner may seek advice from his officials, a departmental solicitor or his agents, Knight Frank (NZ) Ltd.
- The decision and reasons will be recorded in writing and forwarded to the applicant.

If a rehearing is to be dealt with by way of written submissions:

- It will be considered by the Commissioner of Crown Lands and he may seek further advice.
- The Commissioner will then make his decision.
- Reasons will be recorded in writing and forwarded to the applicant.

I trust this sets out the procedures of a rehearing. If you have any queries, please do not hesitate to contact me.

Yours sincerely



David Gullen
Principal Advisor and
Commissioner of Crown Lands



Our Ref: **Po220**
(A9147)

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file: P 220 Vol 3/27

LAND RESOURCES DIVISION

Knight Frank House
41 - 43 Tarbert Street, Alexandra
Telephone: (03) 448 6935
Facsimile: (03) 448 9099

18 May 1999

Crown Property Contracts
Land Information New Zealand
Private Bag 4721
CHRISTCHURCH

1. Cardine
2. File

ATTENTION: BOB LYSAGHT

Dear Sir

RE: APPLICATION FOR REHEARING - AHURIRI DOWNS

Please find attached an application for a rehearing received from the lessees of Ahuriri Downs.


This request was processed as case 99/557 in response to our submission A9008.

To assist with your consideration of this matter I attach a copy of the advice to the lessee.

The application for the rehearing was received by fax on 13 May 1999 being 20 days after the advice letter. Confirmation letter was received on 14 May 1999.

Please contact this office if you require further information.

Yours faithfully
KNIGHT FRANK (NZ) LIMITED


K R Taylor
Manager, Alexandra

Copied to Cheryl

Corporate Offices	International				Postal Address:
Auckland	Australia	Hong Kong	Nigeria	Tanzania	P O Box 27, Alexandra
Wellington	Belgium	India	Portugal	The Netherlands	Knight Frank (NZ) Limited
Christchurch	Botswana	Italy	Singapore	United Kingdom	(An LPL Group Company)
	China	Japan	South Africa	United States	INTERNATIONAL PROPERTY CONSULTANTS
	France	Malawi	Spain	Of America	
13 Offices Nationwide	Germany	Monaco	Sweden	Zimbabwe	

KNIGHT FRANK
ALEXANDRA
13 MAY 1999
RECEIVED

COOK ALLAN GIBSON
BARRISTERS & SOLICITORS



13 May 1999

The Manager
Knight Frank (NZ) Limited
P O Box 27
ALEXANDRA

Cook Allan Gibson Building
Cnr High & Princes Streets
P.O. Box 143 NZDX Y980023
Dunedin 9000 New Zealand

Ph 64 (3) 477-7312
Fax 64 (3) 477-9276
Email lawyers@cagl.co.nz
G.S.T. REG NO. 10-071-267

FOR MS C M CRAWFORD
FAX: (03) 448 9099

Dear Sir

A J & W H SUTHERLAND TRUSTS - YOUR REF PO220 (A9008)

1. We act for the A J & W H Sutherland Trusts. We have been asked to respond to your letter of 23rd April 1999.
2. We have to advise that our clients do not accept the condition of consent referred to in para (a) of your letter (prohibition on grazing) and accordingly apply for a re-hearing pursuant to section 17 of the Land Act 1948.
3. The reasons why they object to the conditions of consent are:
 - 3.1 The "retired block" is an integral part of the property from the point of view of the grazing of the whole property, especially in dry seasons such as the last summer.
 - 3.2 The block is currently being grazed by the neighbouring property, because of the absence of a satisfactory fence, and this grazing is not causing detrimental effects on the vegetation.
 - 3.3 Our clients would be prepared to restrict grazing the area to the summer months (January to early May).
 - 3.4 It should be noted that the Run plan from the Catchment Commission states that the carrying capacity for the area is 320 stock units.
 - 3.5 The fire risk is much higher when there is no control by grazing.
 - 3.6 Messrs A J & W H Sutherland have considerable experience of conservative farming.

PARTNERS

ANDREW JOHN ANDERSON
HELEN IRENE DAVIDSON
PETER CHARLES LEWIS GIBSON
ROGER NORMAN MACASKEY
PHILIP JOHN PAGE

ASSOCIATES

RUSIA FRANCES KINLEY
SHARON LOUISE KNOWLES

ALSO AT HOSGIEL & BALCLUTHA - BY APPOINTMENT

TRUST MANAGER

ROBERT JOHN SUMMERS

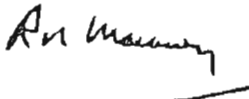
PRACTICE MANAGER

KARYN MARGARET CLOSE

- 2 -

- 3.7 They consider that browsing grazing from Merinos for a short period would enhance the vegetation rather than cause negative effects.
4. A further reason for objecting is that it is not legally permissible for the Commissioner to require that certain land be excluded entirely from the lease which is, of course, the effect if the area concerned is not allowed to be grazed. It negates the essence of the lease.
5. It is accepted that clause 13 of the lease requires the lessee to "exercise due care in stocking the said land and shall not overstock". It is submitted that our clients' proposals for the use of the land as set out above comply with this limitation.
6. It is also submitted that our clients' proposals with respect to the block comply with the implied covenant (section 99 of the Land Act) that our clients as lessees will farm the land "diligently and in a husbandlike manner according to the rules of good husbandry".

Yours faithfully
COOK ALLAN GIBSON



R N Macassey
Partner

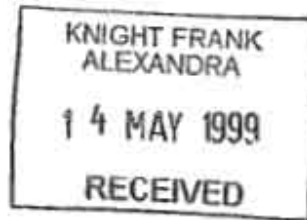
roger.macassey@cagl.w.co.nz

02379161990510RM



13 May 1999

The Manager
Knight Frank (NZ) Limited
P O Box 27
ALEXANDRA



Cook Allan Gibson Building
Cnr High & Princes Streets
P.O. Box 143 NZDX Y980023
Dunedin 9000 New Zealand

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Fax 64 (3) 477-9276
Email lawyers@cgfaw.co.nz
G.S.T. REG NO: 10-071-267

FOR MS C M CRAWFORD
FAX: (03) 448 9099

Confirmation of Facsimile
previously transmitted.

Dear Sir

A J & W H SUTHERLAND TRUSTS - YOUR REF PO220 (A9008)

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PARTNERS

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HELEN REBE DAVIDSON
PETER CHARLES LEWIS GIBSON
ROGER NORMAN MACASSEY
WILLIAM JOHN PAGE

ASSOCIATES

ELSA FRANCES EMBLEY
SARAH LOUISE INDOALES

ALSO AT INVERGILL & BALCLUTHA BY APPOINTMENT

TRUST MANAGER

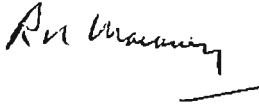
ROBERT JOHN GARRIERS

PRACTICE MANAGER

FAYN MARGARET CLOSE

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Yours faithfully
COOK ALLAN GIBSON



R N Macassey
Partner

roger.macassey@caglaw.co.nz

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6.25

Thom Brown

B 220

1/10

385

384

Run Plan

1973

Retirement fence head of Horse Cully to be put up yr 5 of run pt
1960 acres Class VII & VIII severely > completely eroded -
240 chain (794 ha)

Surrender of 790 ha not mentioned in plan
(not compulsory until 1974)


No signed agreements obtained

1982 notified that area wouldn't be surrendered but
have a ml block limitation

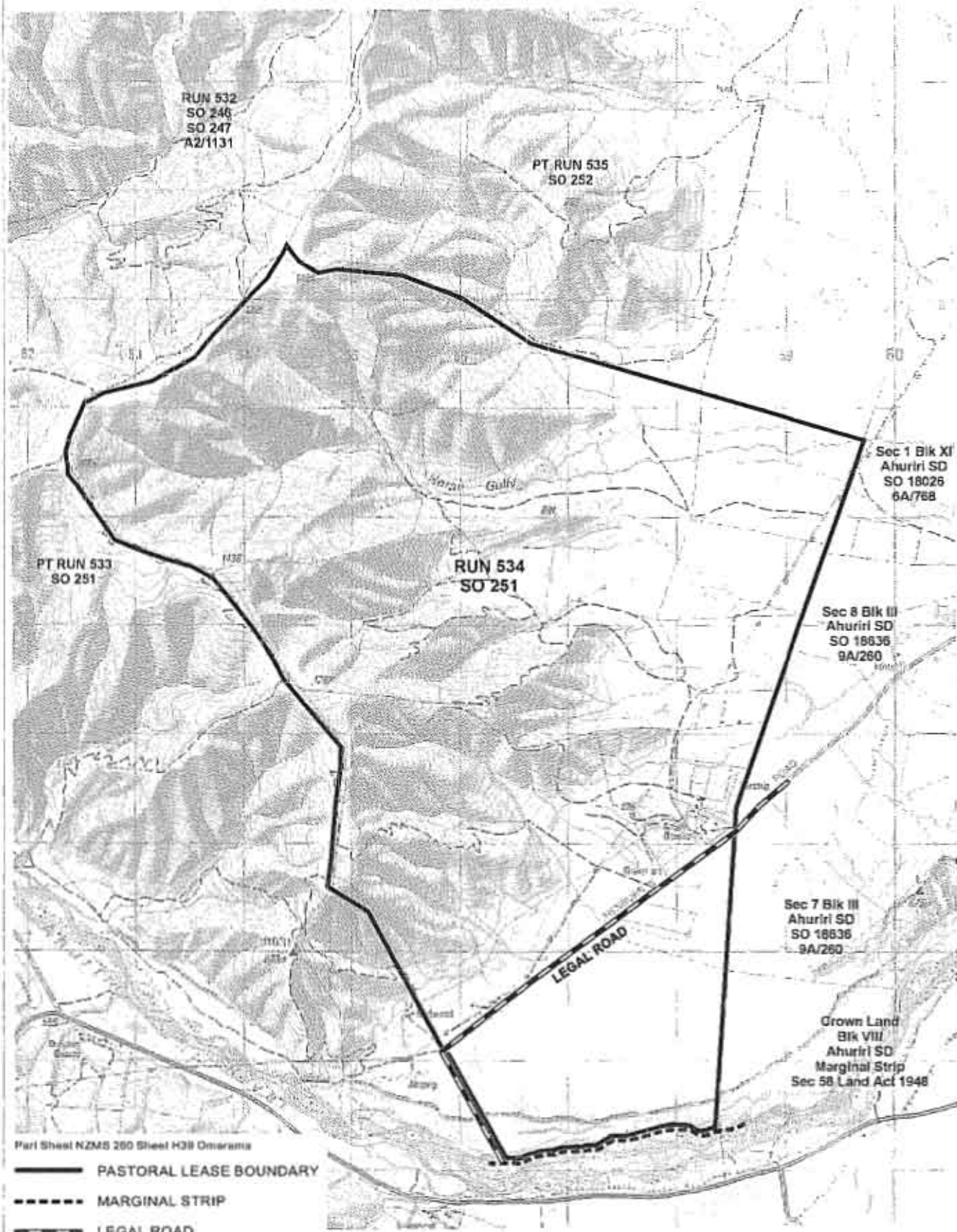
Area Originally talks of 790 ha

then becomes 600 ha ?? was fence line changed?

Planimeter indicates 612 ha -

 28/3/97

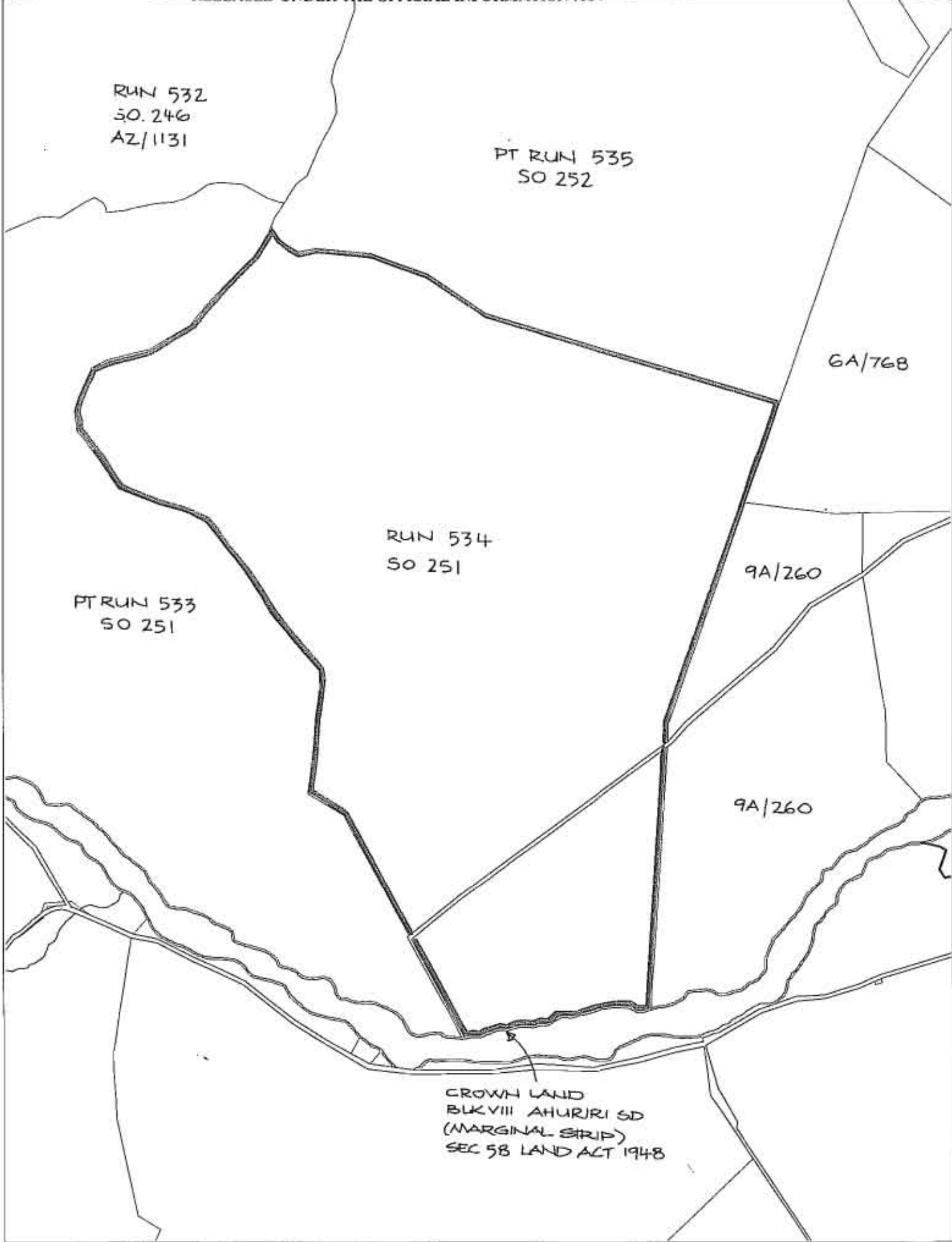
AHURIRI DOWNS HENBURN ROAD OMARAMA



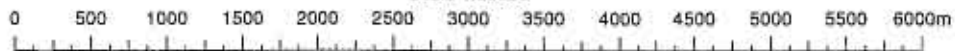
Part Sheet NZMS 260 Sheet H38 Omarama

PASTORAL LEASE BOUNDARY
 MARGINAL STRIP
 LEGAL ROAD

Mapping by
John McMeeking
DTZ Mapping Dunedin
03 479 2233
12.11.2001



Scale 1:50000



RUN 534



WAITAKI
CATCHMENT COMMISSION
AND REGIONAL WATER BOARD

3/13/22 P220
389
40
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file: P 22 Vol 2/389.

Wynyard St.
P.O. Box 110
KUROW

TELEPHONE 819

File: 2/7/11

Your Ref: 3/13/22

17 January 1986

The Commissioner of Crownlands
Department of Lands and Survey
P O Box 896
DUNEDIN



ATTENTION: MR K STEWART

Dear Sir

HIGH COUNTRY LAND DESTOCKING AND POLICY

Thank you for your letter of 3 October 1985, in which you seek a variety of data relating to Pastoral Lease landholdings within the Otago part of this Commission's district. The details which you seek are enclosed.

Yours faithfully

P H HILL
PLANNING MANAGER

PHH:AF

SOIL AND WATER CONSERVATION PLANS ON OTAGO PASTORAL LEASES

<u>Landholding</u>	<u>SWCP Number and Status</u>	<u>Date of Land Improvement Agreement</u>
P18 Omarama	26, operative	February 1978, never registered
P19 Dunstan Downs	89, Lapsed incomplete	No LIA
P20 Longslip	109, operative	9 August 1982
P75 Birchwood	69, no plan	No LIA
P112 Aviemore	143, complete	17 December 1974, not registered
P145 (U96) Rugged Ridges	65, operative	2 August 1975, not registered
P146 Loch Lomond	29	15 January 1974, not registered
P149 Huxley Gorge	103, no plan	No LIA
P197 Kyeburn	106, complete	14 February, 1977, not registered
P198 Twinburn	136, operative	9 December 1985
P199 Ben Ledi	12, complete	No LIA
P200 Dunstan Peaks	66, lapsed incomplete	14 December 1971, not registered
P204 Twin Peaks	137, operative	15 October 1985
P205 Bellamore	1, operative, virtually complete	10 December 1984
P206 Danseys Pass	88, complete	No LIA
P207 Killermont	37, operative	14 Nov 1972, 13 April 1976, not registered
P209 Berwen	32, lapsed, virtually complete	4 July 1968, 22 Dec 1976, not registered
P211 Birdwood	66, lapsed incomplete	14 December 1971, not registered
P220 Ahuriri Downs	61, complete	9 August 1972, not registered
P222 Ben Ohu	11, no plan	22 July 1976, not registered
P247 (085) Ribbonwood	14, operative	29 Oct 1973, 12 Sept 1977, not registered
P248 Pisgah Downs	23, complete	12 July 1977, not registered
P251 Ben Avon	76, operative	June 1985
P259 Sunny Peaks	131, operative	11 July 1984
P284 Mt Alexander	58, complete	13 Feb 1973, 14 Nov 1977, not registered
P292 Dalrachney	281, operative	No LIA
P304, P305 Otematata	40, lapsed incomplete	2 March 1971, not registered
P309 Rostrievor	124, no plan	No LIA
P310 Bog Roy	56, operative	14 April 1980, not registered
P336 (088) Quailburn	91, lapsed incomplete	9 August 1977, not registered
P343 Otamatapaio "	7, operative	9 March 1981
090 Mt Ida Syndicate	115, no plan	No LIA
091 Soldiers Syndicate	107, no plan	No LIA
095 Lone Hill	5, complete	No LIA
098 Awakino	25, operative	12 July 1982
S213 (067) Ben Omar	77, no plan	1 December 1970, not registered

S214, S263 Glencairn	33, operative	29 March 1985
S216, S439 Buscot	79, operative	13 February 1973, not registered
S217 Glenbrook	31, operative	31 July 1970, not registered
S214, S263 Peak Valley	43, operative	29 March 1985
S264, S400 Totara Peak	15, operative	8 February

DETAILS OF DESTOCKING, RETIREMENT AND SURRENDER

Landholdings with no destocking arrangement are not listed in this section.

DUNSTAN DOWNS

A run plan was prepared in 1974, which provided for the retirement of 760 hectares. It was approved by the Soil Conservation and Rivers Control Council "subject to the lessee agreeing to surrender of the retirement area from his present pastoral lease title with its right of renewal, to such tenure as may be required by the Land Settlement Board, once the retirement fence is completed and the alternative grazing provisions are satisfied."

The offsite grazing was all established, but the retirement fence has still not been erected, and the financial authorisation to proceed with the work has lapsed. The Commission has been unable to arrange for the holders of the lease to sign a Land Improvement Agreement.

RUGGED RIDGES

With the raising of Lake Aviemore in the late 1960's, the two runs Garguston and Rugged Ridges were amalgamated. The Department of Lands and Survey and this Commission conspired for the poor lands about St Mary's Range summit to be removed from Pastoral Lease and issued a Pastoral Occupation Licence with a Nil Grazing Limit instead. The lessee agreed with this subject to the "retirement" fence being erected at no cost to himself. A Soil and Water Conservation Plan was prepared in 1975, providing for the retirement of 3608 hectares, including the 3035 hectare POL area. The plan stated "the present POL will be continued until the retirement fencing is completed and offsite grazing consolidated. The area behind the retirement fence can then be incorporated with a Catchment Management Area for the St Marys Range". The plan was approved by Soil Conservation and Rivers Control Council subject to the condition "that the proposed grazing controls contained in the plan, and the provisions already established for the future land tenure of the retired areas are adhered to." The retirement fencing and offsite grazing have been completed, and Lands and Survey action on Land Tenure is now appropriate.

KYEBURN

In 1976 the Department of Lands and Survey initiated a land tenure deal with Kyeburn Station, to replace a Pastoral Occupation Licence with a Special Lease, and with "the surrender of 5030 hectares (approx) of Pastoral Lease 197.. as at 31 December 1976. The surrender area will be retired in conjunction with the Waitaki Catchment Commission run plan." The run plan was duly prepared and considered by the Commission in February 1977, involving the

retirement of 5178 hectares. The plan has been satisfactorily completed, but the land tenure issue which was the trigger for the program remains to be concluded.

BELLAMORE

A third 5-year Soil and Water Conservation Plan for this landholding was considered by the Commission in 1976, involving the retirement of 1105 hectares, including 279 hectares of adjoining "Roseneath" which was traditionally occupied in adverse. The plan proposed that "when the retirement is complete, the area above the retirement fence be surrendered from the lease and incorporated into a Catchment Management Area for the St Marys Range" This plan received Soil Conservation and Rivers Control Council approval subject to "cattle only" being used for any emergency permit grazing of the retired area. The works are complete, and tenure adjustment should now proceed.

KILLERMONT

A Soil and Water Conservation Plan for this landholding was prepared in March 1976. It provided for the retirement of 880 hectares, subject to "following retirement the land be held on a 5 year POL with nil stock limit ...". The work proceeded until it came to the retirement fence, when the lessee negotiated with the Commission to alter the run plan to provide for continued grazing of the retirement area under a Pastoral Lease, despite the previous provision of 100% compensation for a generously estimated loss of grazing. Water and Soil Division Staff expressed concern at such variation without reference to Soil Council, but to date this remains the situation, and while no land tenure action is appropriate at this stage it will probably be necessary for the Commission to reopen these negotiations with the lessee and the Lands and Survey Department.

BERWEN

A Soil and Water Conservation Plan was prepared in February 1968, whose "major proposals are centred on the retirement of Basin and Pass blocks from sheep grazing, and partial replacement with cattle." A 100% grant fence was proposed which, "together with boundary fences and the Downs block fence formerly erected as a work in advance of the plan, will form the boundaries of the 8440 acres (3416 hectares) to be retired from sheep,..." The plan was approved by Soil Conservation and Rivers Control Council in June 1968, "subject to the Pastoral Lease being changed to Pastoral Occupation Licence with a "cattle only" grazing clause for the area behind the grant fence." In July 1976 a second 5 year Soil and Water Conservation Plan was considered by the Commission, to consolidate the works undertaken to date. The plan stated "the runholder, Department of Lands and Survey field staff, and Commission staff have jointly agreed that following retirement the land be surrendered from the permanent lease ... subject of a management plan ... permit grazing of up to 200 s.u. as cattle." Works were undertaken but the program not completed; financial authority for further works has now lapsed. Cattle dropped in value, and wethers were substituted on the "retired" area. The property has since changed hands, but the retirement fence and offsite grazing were all provided, and the land tenure ought now to be adjusted as originally agreed in recognition of the Commission having bought most, if not all, of the lessee's legitimate interest in the mountain lands.

BIRDWOOD

A run plan involving land retirement was successfully negotiated with the previous lessee, and minor grant offsite works were provided. The subsequent lessee preferred to have nothing to do with land retirement and the program was simply discontinued and has lapsed.

AHURIRI DOWNS

A Soil and Water Conservation Plan for this landholding was considered by the Commission in June 1972, providing for the retirement of 789 hectares. The plan was approved by Soil Conservation and Rivers Control Council "subject to the 1950 acres being retired being converted to a Pastoral Occupation Lease with a no grazing clause." The works have been completed and the land tenure actions should now proceed. In this particular instance, a neighbouring Pastoral Lessee has recently rejuvenated their mutual boundary fence, including that adjoining the Ahuriri Downs retirement area, and there was some acrimony as to whether or not Ahuriri Downs should carry half the cost of that portion of the fence. Accordingly, the early attention of the Department of Lands and Survey to land tenure in this instance is desirable.

RIBBONWOOD

The first of 3 Soil and Water Conservation Plans for this landholding was considered by this Commission in May 1966, and was "centred on the retirement of the Summer Wether block and part of the Front block." The Commission's approval was "subject to the condition that 6280 acres (2141 hectares) in the Summer Wether block, Front Block and Winter Wether block are permanently retired from grazing." By 1971 the retirement had largely been achieved, largely propelled by low fine wool prices and consequent disposal of the wether flock. The remaining ewes and cattle were not seen as a threat to high altitude lands, so the erection of the retirement fence cutting off the Land of West Diadem Creek was deferred indefinitely.

Between November 1974 and July 1975 there was an exchange of letters between this Commission and the Commissioner of Crownlands in Dunedin on the subject of the status of the retired land on Ribbonwood. The Commission recommended that the area revert to Pastoral Occupation Licence, rather than be surrendered, until something comprehensive could be arranged for the Diadem Range. Accordingly, the Department proposed to the then lessee that the 1000 hectares retired be removed from the Pastoral Lease as at 31 December 1975, and reissued under a Pastoral Occupation Licence for 5 years with nil grazing. There was some haggling over whether wethers should be permitted as of right on the remainder of the run.

In December 1977 a 2nd SWCP for Ribbonwood was approved by the Soil Conservation and Rivers Control Council "subject to the retirement area of 80 hectares being surrendered from the title." This 80 hectare area is a steep eroded gully facing Northwards to the Ahuriri East Head, away from the earlier retirement area. Lands and Survey Department correspondence in January 1979 indicated that the larger retirement area, of approximately 1050 hectares was made subject to POL with nil grazing on 1 July 1976.

In September 1983, Lands and Survey Department requested the Commission's opinion on the availability of restricted grazing on the 1160 hectare Ribbonwood retirement, at about that time concern was also expressed about the spread of trees from the Commission's revegetation works within the retirement area.

Between October 1984 and December 1984 was a mildly intemperate exchange of letters between Lands and Survey and the Commission on the subject of the removal of the offending trees from the retirement area, which produced the surprising statement from Lands and Survey that "the retirement area is still currently included in the Pastoral Lease ..."

Clarification of the tenure situation, with remedial action if necessary, would now appear to be an obligation upon the Department.

SUNNY PEAKS

In July 1984 a Soil and Water Conservation Plan was accepted by the Lessee, providing for 1670 hectares on the Otematata River side of St Marys Range to permanently destocked. No alteration to land tenure was proposed.

In September 1985, a second Soil and Water Conservation Plan was approved by the National Water and Soil Conservation Authority, "subject to agreement to the surrender of 3331 hectares of Class VIII and Class VII land that has been, or is to be, destocked so that a management plan can be prepared and implemented by Lands and Survey Department." This 3331 hectares includes the land to be retired on the Kurow side of St Marys Range, as well as the land retired on the Otematata River side of the range under the earlier program. The Lessee has not yet indicated his acceptance of the latest proposals, but I expect to be able to advise you of land tenure alteration requirements for Sunny Peaks within the next 3 months.

QUAILBURN

Upon expiry of a previous non-renewable lease, a Pastoral Lease was issued for the Southern part of this run, with the remainder under a Pastoral Occupation Licence. In 1976 the Department of Lands and Survey actively sought the Commission's involvement in the preparation of a Soil and Water Conservation Plan to provide for the "retirement" of the Northern POL area. The plan was duly prepared and considered by the Commission in August 1977, and approved by the Soil Conservation and Rivers Control Council in January 1978. Soil Council indicated that it would advise the Director General of Lands that the Pastoral Lease boundary undergo minor adjustments to fit the best fenceline, and that the POL lands should be resumed by the Crown when alternative grazing had been provided.

There followed a series of enquiries from Lands and Survey into progress with the erection of the retirement fence, but while some offsite grazing works were carried out, and retirement fencing materials purchased, there has to this date been no progress on the erection of the retirement fence. The financial authority for this fence has lapsed, and it appears that this Commission is now obliged to make the necessary arrangements for the completion of the retirement fence before the Department of Lands and Survey can take further land tenure action.

OTAMATAPAI

A Soil and Water Conservation Plan in several stages has been operative since 1963. The June 1968 the Soil Conservation and Rivers Control Council clarified that its approval of the two earlier stages required "the Class VIII land in Range Block ... to be permanently retired, when the balance of the alternative grazing is provided sometime during the third stage, and ... the area is then to revert

from PL to POL with a clause prohibiting sheep grazing."

The 3rd stage plan was approved by the Soil Conservation and Rivers Control Council in December 1980, subject to "the destocking of 2675 hectares of severely eroded Class VII and VIII land on the Range Block and the immediate surrender of the destocked land from the lease, this being registered on the lease by a variation document whilst survey is awaited; a POL for a term of 5 years from the date of surrender being issued with a stocking rate and the type of stock to be determined jointly by Lands and Survey Department and the Commission." Retirement fencing and offsite grazing have been completed, and the Department of Lands and Survey should now address the issue of land tenure on the retired area.

LONE HILL

The land retirement issue on Lone Hill is complex, and the Commission's records are incomplete, although I believe the Department of Lands and Survey has the matter under control. A Soil and Water Conservation Plan was negotiated in 1975, integrating the retirement of high altitude lands on Mt Domet with the freeholding of lower, safer farm land. The plan provided for the retirement of 987 hectares, to "be surrendered from the lease, and revert to such tenure as the Land Settlement Board may direct." The works have been completed, and although the Commission does not have the appropriate documents I understand the retirement land currently has the status of Rested (Wrested?) Land. I recall there being substantial problems with the survey of new boundaries about 7 years ago, and accordingly believe that the management of retired lands on Lone Hill is already in the hands of the Department of Lands and Survey.

AWAKINO

Attempts were made since the mid 1970's to secure the retirement of high altitude lands on Awakino as part of a freeholding deal, the run having been under Renewable Lease. A Soil and Water Conservation Plan to secure the retirement and surrender of 730 hectares was approved by the Soil Conservation and Rivers Control Council in December 1979, but was frustrated by that Council's revision of subsidy rates. After protracted haggling, conversion of most of the Renewable Lease to Deferred Payment Licence occurred, with the 730 hectares Tin Hut block reverting to a 21 year (from 1982) Pastoral Occupation Licence limited to 1500 wethers for 4 months. While further land tenure action will not be appropriate until 2003, the Department of Lands and Survey should be aware of the non existence of back boundaries to the POL area, and should, if it is able, keep the level of the stock limit under review. Land tenure adjustments that may prejudice the objectives for this land clearly stated by both Soil Council and Lands and Survey during the late 1970's should not be entertained meanwhile.

GLENBROOK

A Soil and Water Conservation Plan was prepared in 1970, "the major purpose of ... (which) ... is the permanent retirement of 1630 acres (660 hectares) of substantially Class VIII land in the Southeast corner of the property." The approval of the Soil Conservation and Rivers Control Council in July 1970 was "subject to the 1630 acres of mainly Class VIII land being permanently retired. The status of the land retired from grazing to be discussed between the Waitaki Catchment Commission and the Lands and Survey Department." These discussions proceeded, resulting in letter of 22 January 1971 from Lands and Survey Head Office to the Director of Water and Soil

Conservation, agreeing that the 1630 acres should be converted to Pastoral Occupation Licence with a no grazing clause, once retirement fencing and offsite grazing had been "appropriately established." The retirement fencing and offsite grazing have now been in place for more than 10 years, so it is now perhaps timely for action from the Department of Lands and Survey in respect of Land tenure.

PEAK VALLEY

A Soil and Water Conservation Plan was considered by the Commission in June 1984, which intended that "some 1200 hectares of Class VIIe and VIII land on the Northeast face of Totara Peak (being part of Totara and Black block of Peak Valley Station) will be separated from land capable of sustaining permanent pastoral use." The National Water and Soil Conservation Authority approved this plan in February 1985, subject to "complete destocking of 1200 hectares of Class VIIe and VIII land in the top of "Totara" and "Black" Blocks on Peak Valley Station and immediate surrender from the lease with grazing permits being organised by Lands and Survey Department for the transition period of offsite development, noting that the area is Otago University Lease and that surrender is to be discussed between Lands and Survey Department and Otago University." As the plan has been formally accepted by the lessee, land tenure action by the Department of Lands and Survey should now take place.

TOTARA PEAK

In 1962, the Crown resumed the Falstone Downs run, with a view to amalgamating the better part of it with a neighbouring run to compensate for land lost by the raising of Lake Benmore, while the higher, poorer lands were to be retained by the Crown to "be completely spelled from grazing for a period of at least 10 years." Subsequently the run country was incorporated into Totara Peak Station, which was also issued a 10 year Pastoral Occupation Licence over the 3200 acres of poor high country with a nil stock limitation.

In 1978 a Soil and Water Conservation Plan was prepared which "will effect retirement of the POL area ... of 2150 hectares. Its approval by the Soil Conservation and Rivers Control Council in November 1980 was "subject to the area to be retired being surrendered from the lease." The retirement area is, of course, already under licence, rather than lease, so the obligations upon the Department of Lands and Survey appear to have been fulfilled. It will, however, be appropriate for the Department to now consider the future of the three retired areas on Benmore Range in terms of whether Pastoral Occupation Licences remain appropriate.

P H Hill
PLANNING MANAGER

16 January 1986

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file: P220 Vol 2/385

7 April 1986

DFO
Office

Surrender Issue. Retirement Block
Athuriri Downs

Regarding your memo dated 24/2/86 - the following represents a summary of information pertaining to the above.

- Run plan approved in June 1972 - work commenced on stage 1 in 1972/73
- Plan provides for retirement of 600ha - permanent destocking or surrender not mentioned.
- Although surrender not a ^{stated} requirement of Run Plan agreement (surrender did not become compulsory until 1974) it seems to have been the original intent of both the WCC and Dept. of L+S.
- The WCC for instance explain in the Run Plan that the upper boundary of the area to be retired on Athuriri Downs adjoins the area to be retired on Birdwood and that retirement areas on three properties total 9500 a/c. This includes all the eroding tops of the Diadem Range.
- The FO's report on the proposed Run Plan (in 1972 folio 323) also indicates that retirement and surrender to UCL was intended. The Dept. seems to have failed to subsequently follow this up and neither a POL or signed agreement to surrender the land has ever been issued or obtained.
- Hence from a legal stand point there appears to be very little chance of effecting the surrender of the area now retired unless the lessee is agreeable to this course of action.

L.H.

Obtaining the lessee's approval for this action may also now prove difficult as he was formally notified following a routine inspection in 1982 that the 600 ha may remain within the pastoral lease with a net block limitation.

Summary:

Retirement of the 600 ha on Athyria Downs has been achieved through the expenditure of public money and in terms of current LSB policy the retired area should now be surrendered from the pastoral lease. However, as the ten plan document does not specifically mention surrender and also as the Dept. has not obtained a formal agreement for surrender or issued a POE over the area - surrender will ~~at~~ now be difficult to achieve without the cooperation of the lessee. To be seen to be complying with current LSB policy this "cooperation" should at least now be sought.

FO Ripen advised he will be discussing this matter with the lessee on ~~the~~ 9 April and will report on the outcome.

DMG/ajf
FO(RM)

I agree entirely with the position as stated by M/O Payton and will ensure action is taken accordingly.

J. J. 13/4

h.A.

Please refer to M/O's Alex for their info and action.

J. J. 13/4



WAITAKI
CATCHMENT COMMISSION
AND REGIONAL WATER BOARD

Copied for purposes of CPL Wynyard St.
tenure review due diligence from PO Box 110
file: P 220 Vol 2/384 KUROW

TELEPHONE 819

File: 2/2/61, c.c. J R Morris, Commissioner of Crown Lands, Dunedin

14 February 1986

Copy for your information

~~Mr R Menzies
Ahuriri Downs Station
PO Box 17
OMARAMA~~

Commissioner of Crown Lands
Private Bag
DUNEDIN

Dear Ray

RE: EMERGENCY GRAZING CONDITIONS, RETIRED BLOCK

Further to our telephone conversation of 11 February 1986, I feel it is necessary to reiterate some of the points made then to help clarify the situation.

Firstly, the retired area has been permanently destocked and retired from grazing. In fact you were recompensed for the loss of grazing in this area through government grants to provide for the establishment of lucerne and for oversowing and topdressing elsewhere with associated fencing for the management of these works. It was estimated at the time that the compensation paid would be worth twice the value of the permanent grazing potential of the retired block. The situation is then that you have effectively relinquished any automatic right to grazing in the retired block and as the area is owned by the Land Settlement Board it may be resumed from the lease by them at any time for the conservation purpose for which it was initially retired without any further compensation.

Having stated this however there are other considerations. You mentioned in our telephone conversation that you have subsequently carried out some oversowing in the retirement area for emergency grazing in the event of drought. This work no doubt improved the short term grazing potential of some areas but still confers no access rights. The Department of Lands and Survey will resume the area from the lease in accordance with Run Plan Agreements.

When the area is resumed the overall situation is still unchanged. No condition attached to a Land Improvement Agreement ever allows automatic grazing rights. However you are perfectly at liberty at any time to approach the Catchment Commission and the Department of Lands and Survey with a view to a temporary emergency grazing right. A joint inspection and decision would then be made by Lands and the Commission and the decision regarding permit grazing would be dependent on the circumstances at the time.

Copy to A/DFO
Alex Office Please

COPY SENT TO ALEXANDRA

70/L
DFO
L.17

One further fact to bear in mind is that it is Land Settlement Board Policy that if grazing is required in future for management purposes then it will always be first offered to the owner of the property from which it was retired.

I hope that this has been helpful. If there are any other aspects which I have overlooked please feel free to contact me at any time. I will call in soon to drop off the gear that Alistair had and you may wish to discuss it further then.

Yours faithfully

W B Coombridge
CHIEF SOIL CONSERVATOR

Per: *[Signature]*
.....
J/R Morris
ASSISTANT SOIL CONSERVATOR

JRM:ALF

No Page 2 7/4/86
Can you please determine (perhaps in liaison with Alex O'Connell records if necessary) whether the area of land in question was in fact to be "discharged", "retired", and/or "surrendered". What should be our present record of action?
Refer also files 383 & 372

DJ. Sears
050 24/2/86

383
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file: P20 Vol 2/323

PKP

24 JUL 1972

P20,
DUNEDIN.

21 July 1972

C.C.L.,
OFFICE.

AHURIRI DOWNS : RUN PLAN : R.J. MENZIES

A run plan has been considered by the Waitaki Catchment Commission for the above property and I submit the following information for Head Office reference when the matter is considered by Soil Council.

General:

The whole of this property is affected to some degree by erosion; due more to poor soil structure than present management practices, however scope exists within the property to develop some areas which will more than compensate for retirement proposals within the plan and ensure that cover is given a change to improve.

Programme Proposals:

These broadly cover fencing, oversowing and topdressing, lucerne establishment, disc drilling and provision of windbreaks at an estimated total cost of \$20,092.00 of which lessee will be required to find \$8,818.00 as local share.

Fencing finance is split between 465 chains of conservation fencing, 470 chains of cattle proofing and 240 chains of retirement fencing while some 660 acres will be either oversown, disc drilled or have lucerne established by cultivation (60 acres). Windbreaking is restricted to some 40 chains which must greatly assist soil stability in years to come.

Stock:

Cattle are being introduced to establish a herd of cows and sheep numbers are expected to rise from 2 935 to 3,200 with increased performances for lambing and wool production.

Finance:

Moneys are available under an S.A.C. loan for the cattle and development work plus seasonal receipts and the programme is well within the capabilities of the present occupier.

Retirement Proposals:

An area of approximately 1,950 acres being the Head of Horse Gully is to be destocked and retired from sheep grazing by the erection of 240 chains of grant fencing and this area will tie in with adjoining land to be retired from Birchwood thereby forming a Block of just under 10,000 acres as a unit of unoccupied Crown land on which revegetation works can be undertaken at a later date. While the 1,950 acres comprises almost 23.8% of the total holding it will not affect the balance if the On and Offsite works are completed, in fact it will simplify management and reduce pressure on the higher depleted country and considerably reduce the necessity to burn.

24 JUL 1972

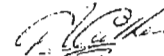
2.

Retirement will not be required until on and offsite benefits have been established and lessee should be given the right to graze a limited number of cattle in the area to be retired during the summer months but sheep should be completely excluded.

This proposed farm plan does concentrate solely on conservation aspects and because of the weakness of soils in the area must produce results which have national benefits.

Stock capacities or limitations which are the responsibility of this Department will be watched to ensure that lessee can safely utilise improved feed conditions brought about by works under the recommended programme.

From my knowledge of both property and lessee over the years I strongly recommend the proposed run plan for this Departments support.



A.R. AITKEN
D.F.O.

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WAITAKI CATCHMENT COMMISSION

TELEPHONE KUROW 819
TELEGR. ADDRESS:
"CATCHMENT"

WYNYARD STREET,

P. O. BOX 170,
KUROW

PLEASE ADDRESS ALL CORRESPONDENCE
TO THE SECRETARY

Lands
17 JUL 1972
DUNEDIN

14 July 1972

The Director,
N.W.A.S.C.O.,
Ministry of Works,
P.O. Box 12-041,
WELLINGTON NORTH.

Dear Sir,

WATER AND SOIL CONSERVATION PLAN NO.61 - "AHURIRI DOWNS",
R.J. MENZIES, OMARAMA.

Attached are the proposals and plan, together with forms W.S.21,
dealing with "Ahuriri Downs" - Soil and Water Conservation Plan
No.61.

The approval of Council is requested in principle to the 5 year
programme, with specific approval to the first year programme,
estimated to cost \$5714 with subsidy of \$2857.

Yours faithfully,

pu (D.J. Sutherland)
Secretary

GH:HB
Encl.

Commissioner of Crown Lands,
Lands and Survey Dept.,
P.O. Box 896,
DUNEDIN.

Dear Sir,

Copy for your information.

Yours faithfully,

pe (D.J. Sutherland)
Secretary

DFO

Plan by hand

CC

3

From: Grant Webley
To: Barry Dench
Date: Wednesday, 16 January 2002 08:36
Subject: Contract 50272

Hi Barry

This is to acknowledge receipt of:-

Land Status Reports for Deep Creek, Ahuiriri Downs and Mt Benger

Due Diligence Reports for Wairua Downs, Galloway, Cluden and Castle
Dent - I have noted and approved the contents of these reports.

Regards
Grant