

## **Crown Pastoral Land Tenure Review**

**Lease name : DOUBLE HILL**

**Lease number : PC 127**

### **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.

**October**

**05**

**RELEASED UNDER THE OFFICIAL INFORMATION ACT**  
**DUE DILIGENCE REPORT**  
**CPL PRE TENURE REVIEW ASSESSMENT STANDARD 6:**

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File Ref: Pc 127

Report No: C0031

Report Date: 26 June 2000

Office of Agent: Christchurch

LINZ Case No:

Date sent to LINZ: 27 June 2000

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**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 Contracts;
  - (a) Compensation certificate No. 316432 has not been discharged.
3. That the Commissioner of Crown Lands or his delegate **note** the following potential liabilities which have been identified as a result of the file search and the Land Status Report;
  - (a) the existence of improvements etc. arising from the use of the disused hydro lake by the Ministry of Agriculture and Fisheries which have not been removed as required by the agreement to occupy.
  - (b) Telecom Upper Rakaia CMAR Project – works have apparently been undertaken without authority.
4. That the Commissioner of Crown Lands or his delegate **note** the following matters;
  - (a) that the Land Improvement Agreement may impose obligations on successors in title that may need to be considered in the process of tenure review.
  - (b) that the formed roads do not follow the unformed legal roads.
  - (c) that the previous lessees (P A Ensor, MA Ensor and A C Macleay) were granted a licence to use Double Hill Stream for electricity generation by Gazette Notice, but that the licence expired in 1978 and the hydro power station is no longer required.
  - (d) the existence of a rock quarry which is apparently still utilised for river protection works.
  - (e) that some agreement had been reached with a representative of the lessee company regarding a 'give and take' boundary to be surveyed between the pastoral lease and the adjoining expired pastoral occupation licence, but that the survey and subsequent gazettal action does not appear to have been completed.

Signed for Knight Frank (NZ) Limited

*P. Z. Savage*

Consultant

26 / 6 / 2000

*[Handwritten Signature]*

Manager

27 / 6 / 00

Approved/Declined (pursuant to a delegation from the Commissioner of Crown Lands) by:

\_\_\_\_\_  
Name:

Date of decision:     /     /

**1. Details of lease:**

**Lease Name:** Double Hill  
**Location:** 56km from Methven  
**Lessee:** Double Hill Station Limited  
**Tenure:** Pastoral Lease  
**Term:** 33 Years from 1 July 1970  
**Annual Rent:** \$880  
**Rental Value:** \$n/a - old rental formula based on stock capacity  
**Date of Next Review:** 1 July 2003  
**Land Registry Folio Ref:** CL 9K/1410 - Search copy of lease dated 26 May 2000 is attached as Appendix 1  
**Legal Description:** Run 334 Double Hill Blocks VIII and XII Whitcombe I, II, IV, V, VII, VIII and IX Somers and IV and VIII Heron Survey Districts.  
**Area:** 7810.4328 hectares

**2. File Search**

**Files held by Agent on behalf of LINZ:**

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
Pc127	1	1	01.03.11	263	18.12.35
Pc127	2	254	1935	145	27.11.47
Pc127	3	150	29.01.48	306	06.03.70
Pc127	4	331	21.09.70	429	27.03.80
Pc127	5	430	03.04.80	147	17.12.93
Pc127	148	198	11.03.94	-	22.09.99
Pc127/1	1	-	29.09.95	-	08.11.99

**Other relevant files held by LINZ:**

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
CPL0/04/10/12779-ZCH	1	1	25.09.98	14	21.09.99
40/6/195-1-WCH			11.01.94	-	-
40/6/195-2-WCH		-	30.07.74	-	23.04.76
5200-D13-D02:DCH		Empty nothing on file			

**3. Summary of lease document (CL 9K/1410):**

**3.1 Terms of lease**

*Stock limit (clause 1):*

5700 sheep (inc. 3000 breeding ewes)  
 100 cattle (inc. 60 breeding cows)

*Commencement date:*

1 July 1970

*Variation of lease (No. 818222):*

A variation of lease was registered against the lease on 17 December 1970 to limit the transfer of shares in the event that the lessee is a company (copy attached in Appendix 2).

*Other provisions*

There are no other special clauses or provisions in the lease.

**3.2 Area adjustments**

There have been no alterations to the area or legal description of the pastoral lease since issue.

**3.3 Registered interests***Mortgages:*

900556/3: to Rural Banking and Finance Corporation of New Zealand Limited – 3.10.1990

*Compensation Certificate:*

No. 316432 Agreement between Ministry of Works and PC Ensor and others for use of 13½ acres of run for emergency landing ground and payment of £150 compensation for materials, pursuant to Section 17 Public Works Amendment Act 1948, - 31.1.1950 - copy attached in Appendix 2.

*Land Improvement Agreement (and variation):*

No. 835180: Land Improvement Agreement under Section 30 of the Soil Conservation and Rivers Control Act 1941. 28.6.1971 and variation registered 17.10.1984

**3.4 Unregistered interests***Hydro Power Station*

By Gazette Notice (NZ Gazette 1958, page 245 – copy attached in Appendix 3), a licence was granted to P C Ensor and others (the then licensee of the pastoral run) to use water from Double Hill Stream for the purpose of generating electricity and to erect and use certain electric lines. The licence was granted for a period of 20 years expiring 31 March 1978. This Gazette Notice is not recorded on the lease document. (NB – refer to comments in section 8.2 below)

*Salmon Hatchery*

‘Licence to occupy’ granted to Ministry of Works (on behalf of Ministry of Agriculture and Fisheries) by Double Hill Station Limited for a Salmon Hatchery on part of the pastoral lease for 10 years from January 1975 (refer folio 401 – copy attached in Appendix 3 and comments in section 8.3 below).

*Rock quarry*

By letter dated 16 June 1980 (folio 436 – copy attached in Appendix 3), the North Canterbury Catchment Board (NCCB) was granted approval to undertake river protection works and locate a quarry on the pastoral lease subject to certain conditions (see comments in section 8.4 below).

### *Recreation permit*

There are no recreation permits currently granted over the pastoral lease. A recreation permit (RPe 039) has been granted over the adjoining expired Double Hill pastoral occupation licence (Run 334A).

#### **4. Summarise any Government programmes approved for the lease:**

##### *Land Improvement Agreement (LIA):*

The LIA agreement of 1971 involved the pastoral lease (Run 334 – 19300 acres) as well as the now expired pastoral occupation licence (Run 334A – 17400 acres) and RS 34563 (250 acres) totalling 36950 acres. The aim of the LIA was to retire some 9630 acres of severely eroded land from the property and reduce grazing by 50% on a further 19775 acres. This was to be achieved through a five year programme of oversowing and topdressing and additional fencing to boost cattle numbers on the lower country of the pastoral lease.

The LIA was varied by agreement dated 3 October 1984. A copy of the registered LIA and variation was provided with the Land Status Report and a copy is appended in Appendix 4.

It is possible that the LIA imposes obligations on successors in title that will need to be considered in the process of tenure review.

#### **5. Summary of Land Status Report:**

The Land Status Report by Opus International Ltd confirms the Status is Crown land under the Land Act 1948 subject to the pastoral lease (CL 9K/1410).

The notes section of the Land Status Report contains the following comments;

1. Pastoral lease 9K/1410 contains a notation for Section 58 strips to be excluded from the lease along rivers and streams over 3 metres wide. **These strips, now deemed to be marginal strips under the Conservation Act 1987, are “notional” pending their definition upon disposition of the land.**
2. Unformed legal roads intersect parts of the property and for the most part do not conform to existing formed roads or tracks. **The opportunity should be taken, where appropriate, to transfer the unformed legal roads to the Crown for incorporation into the lease in exchange for access along practical formed roads.**
3. Contrary to instructions Telecom has installed an underground cable across Double Hill to Glenfalloch, without authority. **This action will need to be formalised by way of Easement in conjunction with Tenure Review and the matter of compensation resolved with Telecom.**
4. An investigation needs to be undertaken to determine if compensation was ever settled under Compensation Certificate 316432. If not then, as the use for an emergency landing ground expired in 1959 and there has been a change of ownership, **it is unlikely a claim for compensation could be pursued whereupon the Comp. Certs. Should be discharged.**
5. It is noted that a 10 year sublease was granted to Ministry of Works on behalf of MAF (expired on 1985) to use a 1 hectare man-made lake (disused hydro scheme) to rear salmon.

Apparently MAF constructed a new lake double the size of the original one and the improvements have fallen into disrepair. Clause 11 of the lease required the land to be returned to its original state but this obligation was not fulfilled. **This potential liability on the Crown will need to be investigated further and resolved.**

Copy of the Land Status Report (minus maps) is appended as Appendix 5.

## **6. *Review of topographical and cadastral data:***

Both maps show there are no communication sites or long distance transmission lines on this property, although power supply lines are shown as servicing all three homesteads in the area.

### **6.1 *Marginal strips:***

The provisional requirement for marginal strips pursuant to the Conservation Act 1987 is noted on the topo map and these parcels will need to be defined before disposition.

### **6.2 *Fence boundaries - v- legal boundaries:***

The map indicates that there may be discrepancies between fence lines and legal boundaries although the extent of any discrepancies would have to be determined by survey.

### **6.3 *Legal roads - formed and paper:***

The Land Status Report notes that the existing formed roads and tracks do not conform with the unformed legal roads.

This is particularly true of the Double Hill Run road which provides access for the adjoining pastoral lease (Glenfalloch) as well as to the conservation estate further up the Rakaia Valley and to the river crossing which is used to gain access across the Rakaia River to Manuka Point pastoral lease.

## **7. *Details of any neighbouring Crown or conservation land***

Expired pastoral occupation licence (Oc 36) adjoins the pastoral lease, but there is no proposal to include this or any other adjoining Crown or conservation land in the tenure review.

## **8. *Summarise any uncompleted actions or potential liabilities***

### **8.1 *Compensation certificate 316432 – emergency airfield***

By letter dated 13 July 1949 (folio 198), the Ministry of Works advised that they had made arrangements with the lessee of Run 118A (PR 565) for the use of an area (13 acres approx.) as an emergency airfield. In reply (folio 200), the Commissioner of Crown Lands advised that the Department had no objections but that a sublease should be drawn up and forwarded to the office for the record. A Memorandum of Agreement was sent to the Department on 6 October 1949 (folio 203) and the document returned under letter (folio 204). Advice of the registration of the Compensation Certificate was received by letter dated 23 March 1950 (folio 208) and a signed copy of the Memorandum of Agreement was received (folio 211). The agreement was for a period of 10 years from 20 May 1949. Copies of the folios are attached in Appendix 3.

As noted in the Land Status Report (paragraph 4 of section 5 above), it is not clear from the file

record whether the matter of compensation for the use of the land has ever been settled. This matter may require further investigation and action.

## 8.2 Hydro power station

The licence granted to P C Ensor, M A Ensor and A C Macleay for electricity generation (recorded in NZ Gazette No. 14, Page 245, 27/2/1958) expired in 1978. A copy of the Gazette Notice is on file (folio 241) but there is no mention of the hydro station until an internal memo dated 24 April 1974 (folio 385, Appendix 3). This memo records details of an inspection and notes the following;

### 'Hydro Lake

*A small manmade lake exists on the Double Hill Pastoral Lease approximately half a kilometre from the Rakaia Gorge Road. The area of approximately 1 hectare is marked on the accompanying plan. Up until 1972 this lake was used to operate a small 230 volt generating plan that provided power for the Double Hill homestead. Double Hill is now supplied by the Ashburton Electric Power Board and the generating plant and lake are redundant.'*

No further action appears warranted in view of the fact that the licence has now expired and the hydro power station appears to be no longer required. However, the area is the subject of a subsequent subleasing arrangement with the Ministry of Agriculture and Fisheries – see below.

## 8.3 Ministry of Agriculture and Fisheries sublease – salmon hatchery.

A letter dated 31 July 1973 (folio 388) from the Ministry of Agriculture and Fisheries to the lessee records the Ministry's interest in developing the hydro lake into a salmon rearing pond. An inspection was requested and folio 385 records the Field Officer's report. The memo notes that the disused hydro lake would, with some modifications including construction of an outflow channel and ring fencing, be suitable for the Ministry's purpose. A sublease was to be drawn up by the lessee and sent to the Department for approval.

A copy of an agreement reached between the Ministry of Works (on behalf of the Ministry of Agriculture and Fisheries) and the lessee was forwarded to the Department on 10 March 1975 (folio 384) with a request for approval and approval was indicated by letter dated 26 March 1975 (folio 397). A copy of the signed licence agreement was forwarded on 23 April 1976 (folio 401). Copies of folios are in Appendix 3.

The licence agreement incorrectly refers to the land concerned as '*pastoral occupation licence*' and gives the description as '*Run 334A...contained in certificate of title 9K/1409*'. In fact the disused hydro lake is located on the pastoral lease not the pastoral occupation licence.

It is unclear from the file as to exactly what has happened to this area. The Land Status Report suggests that the lake has been enlarged to double its original size and that the improvements have fallen into disrepair in contravention of clause 11 of the agreement.

This could constitute a potential liability for the Crown and is a matter that may require further investigation in order to determine which, if any, party is responsible for addressing the matter.

## 8.4 Rock quarry and river protection works

Approval to quarry rock and construct river protection work on Double Hill pastoral lease was granted to North Canterbury Catchment Board on 16<sup>th</sup> June 1980 subject to stock access being reinstated, quarry to be kept free of weeds and same land contour to be preserved (folio 436).



Copies of folios are in Appendix 3.

Our understanding is that the rock quarry is still being utilised, most recently in 1998 when further flood protection works were undertaken in response to the flood events of late 1997.

#### **8.4 Telecom Upper Rakaia CMAR project**

In January 1996, Works Consultancy, on behalf of Telecom, sought consent to enter onto pastoral lease land (Double Hill, Glenfalloch and Glenthorne) in order to undertake works to upgrade the telephone service to the Rakaia Gorge (letter dated 22 January 1996, copy in Appendix 3). By letter dated 16 August 1996 (copy in Appendix 3), Works Consultancy were requested to make a formal application for an easement to authorise use of the land concerned. No application has been received to date but it appears that the work has already been completed. This matter will therefore require resolution.

#### **8.5 Survey of expired pastoral occupation licence**

On expiry of the adjoining pastoral occupation licence (Oc 36, Run 334A), survey was commenced in order to define the area for gazettal purposes. The survey was to be undertaken in conjunction with a number of other surveys of expired pastoral occupation licences and surrender areas as part of the 'DoC Contract' with the then Department of Survey and Land Information.

Folio 141 (Appendix 3) is a memo to DOSLI regarding a proposal to use a 'give and take' contour boundary for the survey and folio 145 (Appendix 3) notes that the plan with the proposed boundary was accepted by Ben Hutchinson (representative of the lessee company) and DOSLI were instructed to proceed with the survey using contour boundaries. A survey plan was prepared and sent to Landcorp for approval as to layout (folio 155) on 13 January 1995 and was returned on 18 January 1995.

There is no evidence on file that the survey plan has been approved. If it were, and gazettal of the expired POL were to proceed, further action may be required to adjust the boundary between the expired POL and the pastoral lease.

#### **APPENDICES**

1. Search copy of lease document dated 26 May 2000-06-23
2. Copy of Variation of Lease no. 818222 and Compensation Certificate no. 316432
3. Copies of relevant folios from files
4. Copy of Land Improvement Agreement no. 835180 and Variation
5. Copy of Land Status Report

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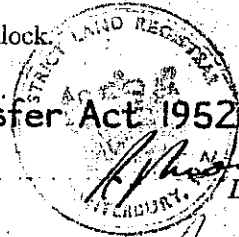
*Appendix 1 : Search copy of lease document dated 26 May 2000*

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27th day of July

L. & S. Ref. No. P.127

1970, at 1:42 o'clock



No. 9K/1410

Not registered under the Land Transfer Act 1952

Pastoral Lease under the Land Act 1948

**This Deed**, made the 1st day of March 1970 between HER MAJESTY THE QUEEN (hereinafter referred to as "the Lessor") of the one part, and PETER CHARLES ENSOR of Methven, farmer, (as to  $\frac{1}{2}$  share) MAEHEL ANTHONY ENSOR, of Methven, R.A.F. Officer (as to  $\frac{1}{4}$  share) and ANN CLAXBY MACLEAY of Punta Arenas, Chile, married woman (as to  $\frac{1}{4}$  share) as tenants in common in the shares set out after their respective names

(hereinafter referred to as "the Lessee"), of the other part: WITNESSETH that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained and implied, and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the lessee, all that parcel of land containing by estimation 19,300 acres more or less, situated in the Land District of Canterbury, and being Run 334 (Double Hill) situated in Whitcombe, Glenrock, Somers and Heron Survey Districts

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

For Diagram see back.

9K/1410

No.

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SIGNED by the abovenamed lessee )  
MAECHEL ANTHONY ENSOR in the )  
presence of: )

*[Handwritten signatures]*

SIGNED by the abovenamed lessee )  
ANN CLAXBY MACLEAY by her Attorney )  
JAMES HUGH ENSOR in the presence )  
of: )

*[Handwritten signatures]*

*[Handwritten signature]*

*[Handwritten signature]*  
*[Handwritten signature]*

Variation of Mortgage 818225 23/11/1971  
at 10.20 a.m.  
(Encumbrancer under Encumbrance 408226  
consenting).

*[Handwritten signature]*  
A.L.R.

Subject to:

No. 316432 Compensation Certificate  
pursuant to Section 17 of the Public  
Works Amendment Act 1948 - 31.1.1950 at  
10 a.m.

Variation of Mortgage 818225 - 5/5/1972  
at 12 noon (Encumbrancer under Encumbrance  
408226 consenting)

(ii) Encumbrance 408226 to Kathleen Mary  
Ensor - 11.11.1954

Mortgage 135495/1 to The Rural Banking  
and Finance Corporation of New Zealand -  
23.6.1977 at 11.28 a.m.

*[Handwritten signature]*  
A.L.R.

*[Handwritten signature]*  
A.L.R.

No. 818222 Variation of the covenants  
conditions and restrictions of the  
within lease - 17/12/1970 at 12.10 p.m.

Mortgage 135495/2 to The Rural Banking  
and Finance Corporation of New Zealand -  
23.6.1977 at 11.28 a.m.

*[Handwritten signature]*  
A.L.R.

*[Handwritten signature]*  
A.L.R.

*[Handwritten signature]*  
A.L.R.

Transfer 818224 to Double Hill Station  
Limited at Christchurch - 17/12/1970  
at 12.10 p.m.

No. 135495/3 Memorandum of Priority  
making Mortgage 135490/1 second mortgage  
and Mortgage 408226 third mortgage -  
23.6.1977 at 11.28 a.m.

*[Handwritten signature]*  
A.L.R.

*[Handwritten signature]*  
A.L.R.

Mortgage 818225 to State Advances  
Corporation - 12/12/1970 at 12.10 p.m.

Variation of Mortgage 135495/2 17.3.1978 at  
10.48  
10.47 a.m.

*[Handwritten signature]*  
A.L.R.

*[Handwritten signature]*  
A.L.R.

No. 818227 Memorandum of Priority making  
Mortgage No. 818225 first Mortgage and  
Encumbrance No. 408226 second Mortgage -  
17/12/1970 at 12.10 p.m.

Variation of Mortgage 135495/2 17.3.1978 at  
10.15 a.m.

*[Handwritten signature]*  
A.L.R.

*[Handwritten signature]*  
for A.L.R.

No. 835180 Land Improvement Agreement under  
the Soil Conservation & Rivers Control Act  
1941 28/6/1971 at 9.30 a.m.

Mortgage 222271/1 to The Rural Banking  
and Finance Corporation of New Zealand -  
10.19 am.

*[Handwritten signature]*  
A.L.R.

*[Handwritten signature]*  
for A.L.R.

Variation of Mortgage 135495/2 10.1980  
at 9.48 a.m.

Variation of Mortgage 135495/2 19.4.1981  
at 10.31 am.

*[Handwritten signature]*  
for A.L.R.

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Variation of Mortgage ~~135495/1~~ DISCHARGED - 30-10-1981  
at 11.27a.m.

*[Signature]*

Variation of Mortgage ~~135495/2~~ DISCHARGED - 12.10.1982 at  
10.51 a.m.

for .A.L.R

Variation of Land Improvement  
Agreement 835180 - 17.10.1984 at  
9.00 a.m.

*[Signature]*  
for A.L.R.

Variation of Mortgage 135495/1  
- 4.12.1984 at 1.12.84 a.m.

*[Signature]*  
for A.L.R.

Mortgage 900556/3 to Rural Banking and  
Finance Corporation of New Zealand Limited  
- 3.10.1990 at 11.35am

*[Signature]*  
for A.L.R.

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***Appendix 2 : Copy of Variation of Lease no 818222 and Compensation Certificate  
No. 316432***

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IN THE MATTER of "The Oaths  
and Declarations Act, 1957."

I, JAMES HUGH ENSOR of Domett

in the Dominion of New Zealand Farmer, do solemnly

and sincerely declare that I am the Attorney of ANN CLAXBY MACLEAY

named and described in the annexed Memorandum of Variation of Lease

by virtue of Power of Attorney dated the ~~6th~~ 14th day of ~~May~~ DECEMBER 19 ~~70~~ 51

and deposited in the Land Transfer Office at Christchurch as number ~~4086~~ 406043

AND I further declare that I have not received any notice or information of the revocation of the said Power  
of Attorney by death or otherwise but that the same is still in full force and virtue.

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of "The  
Oaths and Declarations Act, 1957."

TAKEN AND DECLARED at Christchurch

this 14th day of December 1970

Before me

[Signature]  
A Solicitor of the Supreme Court of New Zealand.

J. H. Ensor.

# MEMORANDUM OF VARIATION OF LEASE/LICENCE

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

and

IN THE MATTER of Lease/Licence No. P. 127

registered in Volume 9K, folio 1410,

Canterbury Land Registry, from Her

Majesty the Queen to PETER CHARLES ENSOR of Methven, Farmer, MAEHEL ANTHONY ENSOR of Methven, R.A.F. Officer and ANN CLAXBY MACLEA of Punta Arenas, Chile, Married Woman

The covenants conditions and restrictions contained or implied in the above-mentioned Lease/Licence registered in Volume 9K, Folio 1410, Canterbury Land Registry, are hereby varied as follows:

1. That should the lessees/~~licences~~ with the consent of the Land Settlement Board, transfer, sublet or otherwise dispose of ~~their~~ interest in the land affected by the said lease/~~licence~~ or any part thereof to a company incorporated under the Companies Act 1955, then the following provisions shall apply:

- (a) The provisions of section 89 of the Land Act 1948, shall apply to all transfers and other dispositions of shares in such company as if such shares were interests in the said land and no share or shares in such company shall be transferred or otherwise disposed of by any shareholder without the consent of the Land Settlement Board.
- (b) The provisions of the Land Act 1948, with regard to residence shall continue to be applicable to the said lease/~~licence~~ notwithstanding the transfer or other disposition to such company provided however that such provisions shall be deemed to be complied with by such company only if and when there resides on the said land a person who manages the land on behalf of such company and who has been approved in writing for that purpose by the Land Settlement Board.
- (c) A breach by the company or by any shareholder of all or any of the provisions of subclauses (a) and (b) hereof shall be deemed to be a breach of the covenants conditions and restrictions contained in the said lease/~~licence~~ entitling the lessor/~~licensor~~ to exercise all or any of the powers conferred upon her by the said lease/~~licence~~ in such circumstances.

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

IN WITNESS WHEREOF the parties have hereunto subscribed their name this 7<sup>th</sup> day of December 1950.

SIGNED by the Commissioner of Crown Lands for the Land District of Canterbury acting for and on behalf of Her Majesty the Queen in the presence of:

Witness: P. J. Langley  
Occupation: Clerk, Lands & Survey Dept.  
Address: Christ Church

A. B. M. M. M. M.  
Asst. Commissioner of Crown Lands.

SIGNED by the said PETER CHARLES ENSOR and MAEHEL ANTHONY ENSOR as lessees/~~licensors~~ in the presence of:

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

M. A. G. G.  
Lessee/~~licensor~~.

by the said JAMES HUGH ENSOR in presence of:-  
[Signature]  
[Signature]  
[Signature]





316432

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~~Register of~~

*[Signature]*  
Solicitor for the Transferee

\_\_\_\_\_ Transferor

\_\_\_\_\_ Transferee

Particulars entered in the Register-Book  
*Personal Income No 565*

*9K/1409*  
*1410*

the **31 JAN 1950** day of 19  
at *10 am* o'clock

*[Signature]*

Assistant Land Registrar



CANTERBURY

*compensation*  
*sent*  
*free (10/1)*  
*31.1.50*  
*10*

*[Signature]*

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COMPENSATION CERTIFICATE.

To: The District Land Registrar of the Land Registration District of Canterbury.

Pursuant to Section 17 of the Public Works Amendment Act, 1948, this Compensation Certificate is forwarded to you to be deposited in your Registry and a memorial thereof registered against the title to all land affected thereby:-

(a) Description of the Land affected by the Certificate:

All that piece of land containing 37,300 acres, more or less, being Run 118A "Double Hill" in Whitcombe, Glenrock, Heron and Somers Survey Districts, situated in the County of Ashburton being all the land comprised in Pastoral License recorded in Provisional Register - Book at page 565 (Canterbury Registry).

(b) Brief Particulars of the Agreement : Date: 20th May, 1949.

(i) The Agreement provides for the granting to the Crown of 13 acres 2 roods 5 perches of the above-described land, for a term of ten years, for use as an emergency landing ground.

(ii) Consideration: A sum of up to £150 to be payable by the Crown for the purchase of materials approved by the Director of Civil Aviation, in connection with the preparation of the said landing ground.

(c) Names and addresses of parties to Agreement (other than Minister):

Peter Charles Ensor, James Hugh Ensor and Duncan Leonard Ensor, all of Methven, farmer.

(d) (i) Place where a copy of Agreement may be inspected: Office of District Engineer, Ministry of Works, Worcester Street, Christchurch.

(ii) Hours during which a copy of the Agreement may be inspected : 9 a.m. to 11.30 a.m. and 2 p.m. to 4 p.m. on any day when Government Offices are open to the Public.

(iii) Reference by which Agreement may be identified: P.W.19/45.

This Compensation Certificate is signed by me on behalf of the Minister of Works pursuant to an Authority given to me by him dated the 8th day of March 1949.

Dated at Christchurch the *27<sup>th</sup>* day of *January*, 1950.

Signed by Joseph Austin Petre )  
in the presence of : ) Person Authorised by the Minister of Works.

Witness : *A. L. Beady*  
Address : *Christchurch*  
Occupation : *Civil Servant*

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***Appendix 3 : Copies of relevant folios from file***

1. Folio 198 - letter dated 13 July 1949 from Ministry of Works re emergency airfield
2. Folio 200 – letter dated 11 August 1949 from CCL advising no objections
3. Folio 203 – Memorandum of Agreement re emergency airfield
4. Folio 204 - return of Memorandum of Agreement re emergency airfield
5. Folio 208 – advise of registration of compensation certificate
6. Folio 211 – signed copy of Memorandum of Agreement
7. Folio 241 – copy of Gazette Notice re licence for hydro power station etc.
8. Folio 385 – internal memo dated 24 April 1974 re hydro lake and salmon hatchery
9. Folio 378 – letter dated 31 July 1973 from Ministry of Agriculture re salmon hatchery
10. Folio 394 – copy of agreement between Ministry of Works and lessee re salmon hatchery
11. Folio 397 – letter from Lands and Survey dated 26 March 1975 indicating approval
12. Folio 401 – signed copy of licence agreement re salmon hatchery
13. Folio 436 – letter to North Canterbury Catchment Board regarding approval to construct river protection works and quarry rock.
14. Letter dated 22 January 1996 from Works Consultancy re Telecom Upper Rakaia CMAR Project
15. Letter dated 16 August 1996 to Works Consultancy requesting formal application for easement for Telecom Upper Rakaia CMAR Project.
16. Folio 141 – memo to DOSLI regarding survey proposal for expired POL
17. Folio 145 – note for file recording agreement of Ben Hutchinson to proposed survey boundary
18. Folio 155 – letter from DOSLI requesting approval as to layout of survey plan.



①

[P.W.—1500.

In replying

P.W. 19 7 45

please quote these numbers.

PUBLIC WORKS DEPARTMENT, Ministry of Works, CHRISTCHURCH

13th July, 1949

MEMORANDUM FOR :

The Commissioner of Crown Lands, Lands & Survey Department, CHRISTCHURCH.

TILES

CHIEF/DFM. = 125

Re : P.C., J.H., AND D.L. ENSOR. RUN 118A

Arrangements have been made with the abovenamed for the use of portion of their land as an Emergency Landing ground. The term of the Agreement is for a period of ten years and my Department is making available a grant of £150 for the purchase of materials in connection with the preparation of the landing ground which is to be laid out and constructed by the Ensor family. The area concerned is 13 acres 3 roods 2 perches.

I enclose herewith tracing showing the position of the area concerned and shall be pleased if you will advise if you have any objection to the proposal.

No objection  
J.C. Young  
no objection as far as I am aware  
20/7/49

W.F. YOUNG

Per

District Engineer.

Can you locate on map?  
16/7/49

Situated on Run 118A  
Double Hill Str.  
marked on Rabbit. Chy  
mail map. 604

GLENROCK S. D.

BLK. IV

BLK. V

Part Run 118

To Methven 37 M

Creek

2550

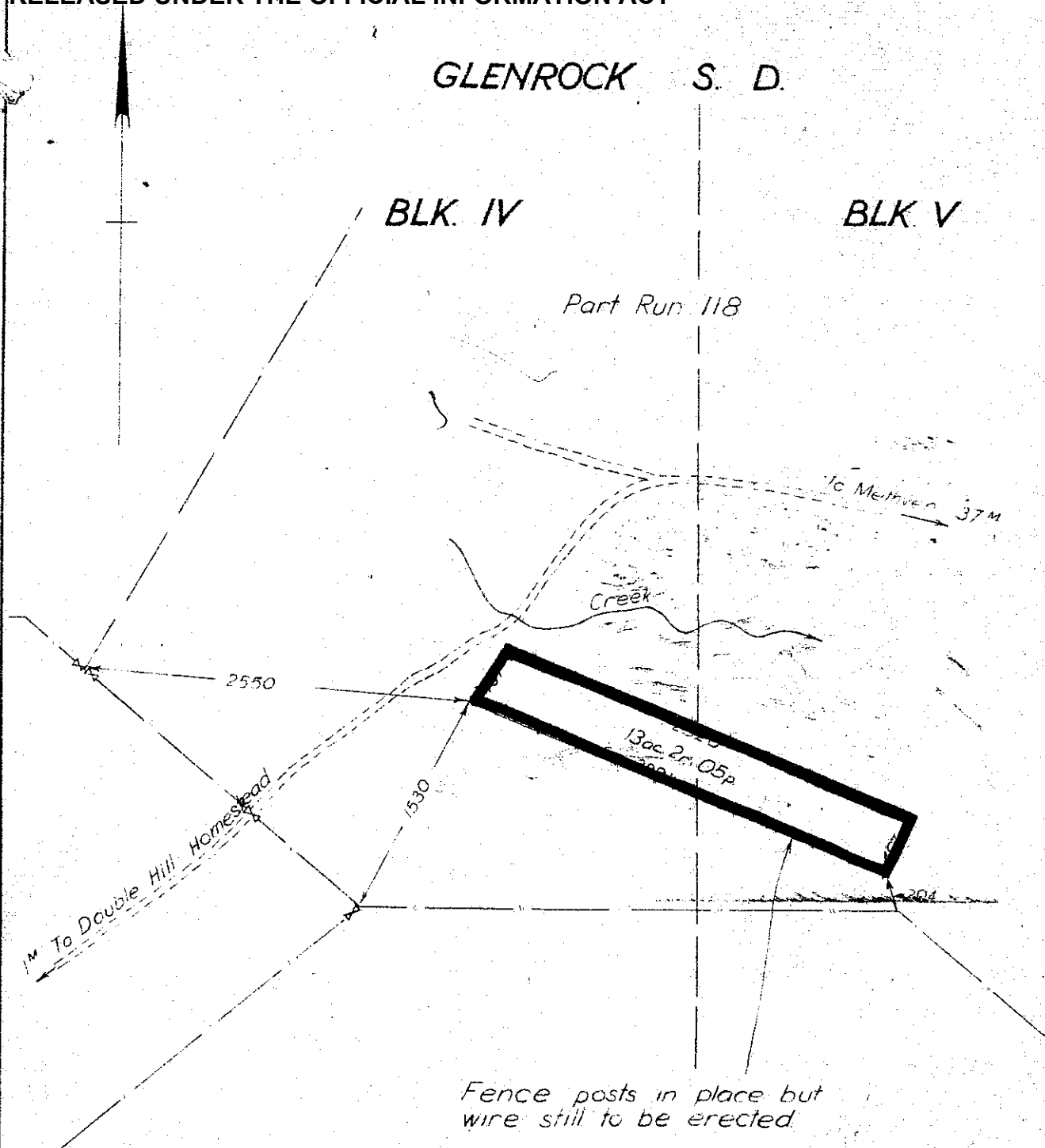
1530

13 ac 2 r 05 p

To Double Hill Homestead

Fence posts in place but wire still to be erected

Scale:- 10 chs to an inch.



PR.565, 9/17

Private Bag,  
CHRISTCHURCH.  
11th August, 1949.

MEMORANDUM for:-

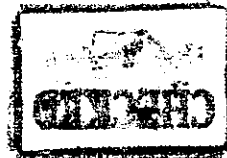
The Director of Civil Aviation,  
Air Department,  
Civil Aviation Branch,  
WELLINGTON C.1.

EMERGENCY AIR STRIP  
UPPER RAKAIA GORGE

Your reference 36/2/301.

I have to acknowledge receipt of your memorandum of the 26th July, 1949 and wish to inform you that the Ministry of Works have been advised that this Department has no objection to the proposed emergency landing ground. The Ministry of Works have been requested to arrange for an agreement between the lessees and that Department and such agreement should be forwarded to this Department for record purposes.

(T.W. Preston) *TWP*  
Commissioner of Crown Lands.



*Up*  
~~25/7/49~~  
*Board of Lands*  
*and*

*19 5*  
*19 5*

P.W. 19/45.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Ministry of Works,  
P.O. Box 1318,  
CHRISTCHURCH.C.1.

6th October, 1949.

*203*

Re Proposed Emergency Airfield - Upper Rakaiia.  
Run 118A - J.H. and D.J. Ensor.

MEMORANDUM for:

*[Handwritten signature]*

The Commissioner of Crown Lands,  
Private Bag,  
CHRISTCHURCH.

Your reference PR.565.9/17.

I enclose herewith for noting memorandum of agreement between the above-named and the Crown relative to an emergency landing field, as requested in your memorandum of 11/8/49.

Will you please return document when noted.

W.F. Young  
per: *[Signature]*  
District Engineer.

ETM/DMB

Encl:

*[Handwritten signatures and notes]*  
cc: *[unclear]*

*[Handwritten signature]*  
*[unclear]*



RELEASED UNDER THE OFFICIAL INFORMATION ACT

MEMORANDUM OF AGREEMENT made this twentieth day of May

1949, BETWEEN Peter Charles Ensor, James Hugh Ensor and Duncan Leonard Ensor both of Upper Rakaia Gorge Ashburton Farmers (as Trustees of the estate of Hugh Ensor deceased) hereinafter with their executors administrators and assigns referred to as "the Grantors" of the one part and HIS MAJESTY THE KING acting by and through the Minister of Public Works (hereinafter with his successors in office referred to as "the Grantee") of the other part WHEREBY it is witnessed that for the consideration hereinafter appearing the Grantors and Grantee have agreed together as follows:-

1. THE Grantors agree to grant unto the Grantee the right privilege and easement to enter on and use as a landing ground for the use of aircraft in emergency that part of the land of the Grantors being Part Run 118A, Blocks IV and V Glenrock Survey District containing 13 acres 2 roods 5 perches more or less as the same is more particularly delineated on the plan attached hereto and therein outlined in red (hereinafter referred to as the said land) and for the aforesaid purposes the Grantors further agree to give grant and license unto the Grantee his servants workmen and agents full and free liberty power and authority hereafter and from time to time and at all times to use the said land for the above purpose with such access thereto and egress therefrom by the most expedient route in the opinion of the Grantee.
2. THE Grantors shall lay out on the said land and develop construct and maintain a landing ground for the use of aircraft in emergency and to the satisfaction in all things of the Grantors and for that purpose shall clear stump plough and level the said land and develop the same as a landing ground for aircraft and shall drain the said land in such manner as not to interfere with the efficient use thereof by aircraft.
3. THIS agreement shall continue for a term of ten (10) years from the date hereof.
4. AS consideration for this agreement, the Grantee shall make available to the Grantors a sum up to one hundred and fifty pounds (£150) for the purchase of materials as approved by the Director of Civil Aviation in connection with the preparation of the said landing ground.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

5. THE Grantors shall after ploughing, excavating and/or levelling the said land sow the same with good English grasses.
6. THE Grantee shall be at liberty to notify publicly that the said land is an emergency landing ground for aircraft and aircraft shall be at liberty to use the said land as a landing ground in cases of emergency together with the right privilege and easement for the benefit of the owners and occupiers of such aircraft to use the adjacent land of the Grantors for the purpose of access to and from the said land without let hindrance or charge by or on behalf of the Grantors provided however that except in cases of emergency no aircraft shall land in the said ground without the prior consent of the Grantors having been obtained.
7. THE Grantors reserve to themselves the right and liberty to graze sheep on the said land.
8. THE Grantors undertake and agree that during the term hereof he will not crop any part of the said land without first obtaining the approval in writing of the Controller of Civil Aviation.
9. THE Grantors undertake and agree that they will not erect any fences buildings or obstructions or plant any trees or dig any ditch or do anything on the said land or on other land of the Grantors adjacent to the said land which might endanger or hinder or restrict the use of the said land as a landing ground for aircraft or mar the utility of the said land as a safe landing ground for aircraft.
10. THE Grantee shall not be liable to the Grantors for any injury done or caused to the stock of the Grantors unless it is done or caused by officers of the Crown in the ordinary exercise of their duty but nothing herein shall deprive the Grantors of any right they may have to claim damages from the owner or owners of the aircraft or from the person or persons doing or causing any injury to the stock of the Grantors.
11. THE Grantors hereby agree that for the consideration aforesaid he will at all times during the term of this license maintain the

RELEASED UNDER THE OFFICIAL INFORMATION ACT

12. THE Grantors hereby agree that if and when called upon so to do they shall and will execute in favour of His said Majesty (but in all things at the cost and charge of His said Majesty) a registerable deed or memorandum of easement granting the same rights over and in respect of the said land and upon the same conditions as the Grantors have agreed to grant in and by these presents.

13. IN the event of the Grantors failing to construct the said emergency landing ground or after construction failing to maintain same to the satisfaction of the Grantee, the Grantee may complete the construction or maintenance which in his sole opinion may from time to time be necessary and recover the cost thereof from the Grantors as and for liquidated damages for breach of contract.

AS WITNESS the hands of the parties hereto the day and year first before written.

SIGNED by the said

Peter Charles Ensor and            )  
Duncan Leonard Ensor            ) "P.C. Ensor"  
  ) "D.L. Ensor"

in the presence of:-

Witness: "R.A. Colville"

Occupation: Civil Servant    SIGNED by the said )  
                                  James Hugh Ensor    ) "J.H. Ensor"  
Address: Methven                in the presence of )

WITNESS to the signature of )  
the Minister of Works         )

I, ANNIE ELIZABETH CRAN, wife of Charles George Cran, of Hororata Mortgagee under Mortgage No. 306129 DO HEREBY CONSENT to the within Agreement.

Dated this 26th day of August 1949.

Signed by the said                )  
ANNIE ELIZABETH CRAN         ) "A.E. Cran"  
in the presence of :             )

SJM.ND.

PR. 565

Private Bag,  
CHRISTCHURCH.  
28th October, 1949.

MEMORANDUM for:-

The District Engineer,  
Ministry of Works,  
P.O. Box 1348,  
CHRISTCHURCH C.I.

Proposed Emergency Airfield - Upper Rakaiia.  
Rua 118A - J.L.R., P.G. & D.L. 81802

Your P.W. 19/45 of 6th instant.

This Department has no objection to the proposed creation of an emergency landing field on part of Rua 118A.

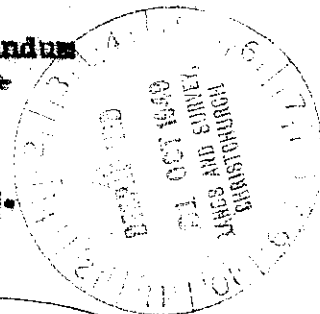
I presume that you will be registering the Certificate with the District Land Registrar, Christchurch in accordance with the provisions of Section 17 of the Public Works Amendment Act, 1948.

I should be glad to receive copy of the Certificate in due course.

Agreement forwarded with your memorandum is returned herewith.

*[Signature]*  
(T.W. Preston)  
Commissioner of Crown Lands.

Encl.



*[Handwritten signature]*

*[Handwritten notes in a circle:]*  
B/M  
20/11/49  
mann  
Check of certif. rec'd

208

[P.W.—150C.

Telegraphic Address,  
"WORKS."

Telephone No. \_\_\_\_\_



IN REPLYING  
P.W. 19/45  
PLEASE QUOTE THESE NUMBERS.

MINISTRY OF WORKS,

P.O. BOX 1318,

CHRISTCHURCH.0.1.

23rd March, 1950.

Re P.C., J.H. and D.L. Ensor - Run 148A  
Your reference 9/17.

MEMORANDUM for:

The Commissioner of Crown Lands,  
Private Bag,  
CHRISTCHURCH.

TITLES  
*[Handwritten signature]*

As no doubt you have been advised, Compensation Certificate has been registered to protect the Crown's interest in respect of the temporary landing ground. Will you please advise whether you still require a copy of the agreement.

A.F. Young  
per *[Handwritten signature]*  
District Engineer.

BEM/DMB

MEMORANDUM OF AGREEMENT made this Twentieth day of May, 1949,  
**RELEASED UNDER THE OFFICIAL INFORMATION ACT**  
BETWEEN Peter Charles Ensor James Hugh Ensor and Duncan Leonard Ensor

all of Upper Rakaiā Gorge Ashburton Farmers (as Trustees of the estate of Hugh Ensor deceased) hereinafter with their executors administrators and assigns referred to as "the Grantors" of the one part and HIS MAJESTY THE KING acting by and through the Minister of Public Works (hereinafter with his successors in office referred to as "the Grantee") of the other part WHEREBY it is witnessed that for the consideration hereinafter appearing the Grantors and Grantee have agreed together as follows:-

1. THE Grantors agree to grant unto the Grantee the right privilege and easement to enter on and use as a landing ground for the use of aircraft in emergency that part of the land of the Grantors being Part Run 118A, Blocks IV and V Glenrock Survey District containing 13 acres 2 roods 5 perches more or less as the same is more particularly delineated on the plan attached hereto and therein outlined in red (hereinafter referred to as the said land) and for the aforesaid purposes the Grantors further agree to give grant and license unto the Grantee his servants workmen and agents full and free liberty power and authority hereafter and from time to time and at all times to use the said land for the above purpose with such access thereto and egress therefrom by the most expedient route in the opinion of the Grantee.
2. THE Grantors shall lay out on the said land and develop construct and maintain a landing ground for the use of aircraft in emergency and to the satisfaction in all things of the Grantors and for that purpose shall clear stump plough and level the said land and develop the same as a landing ground for aircraft and shall drain the said land in such manner as not to interfere with the efficient use thereof by aircraft.
3. THIS agreement shall continue for a term of ten (10) years from the date hereof.
4. AS consideration for this agreement, the Grantee shall make available to the Grantors a sum up to one hundred and fifty pounds (£150) for the purchase of materials as approved by the Director of Civil Aviation in connection with the preparation of the said landing ground.

(COPY)

**RELEASED UNDER THE OFFICIAL INFORMATION ACT**

5. THE Grantors shall after ploughing, excavating and/or levelling the said land sow the same with good English grasses.
6. THE Grantee shall be at liberty to notify publicly that the said land is an emergency landing ground for aircraft and aircraft shall be at liberty to use the said land as a landing ground in cases of emergency together with the right privilege and easement for the benefit of the owners and occupiers of such aircraft to use the adjacent land of the Grantors for the purpose of access to and from the said land without let hindrance or charge by or on behalf of the Grantors provided however that except in cases of emergency no aircraft shall land in the said ground without the prior consent of the Grantors having been obtained.
7. THE Grantors reserve to themselves the right and liberty to graze sheep on the said land.
8. THE Grantors undertake and agree that during the term hereof he will not crop any part of the said land without first obtaining the approval in writing of the Controller of Civil Aviation.
9. THE Grantors undertake and agree that they will not erect any fences buildings or obstructions or plant any trees or dig any ditch or do anything on the said land or on other land of the Grantors adjacent to the said land which might endanger or hinder or restrict the use of the said land as a landing ground for aircraft or mar the utility of the said land as a safe landing ground for aircraft.
10. THE Grantee shall not be liable to the Grantors for any injury done or caused to the stock of the Grantors unless it is done or caused by officers of the Crown in the ordinary exercise of their duty but nothing herein shall deprive the Grantors of any right they may have to claim damages from the owner or owners of the aircraft or from the person or persons doing or causing any injury to the stock of the Grantors.
11. THE Grantors hereby agree that for the consideration aforesaid he will at all times during the term of this license maintain the said landing ground at his own expense in all things in a fit and proper condition for the use of aircraft in emergency and to the satisfaction of the Grantee.

(COPY)

12. **RELEASED UNDER THE OFFICIAL INFORMATION ACT**

... they shall and will execute in favour of His said Majesty (but in all things at the cost and charge of His said Majesty) a registerable deed or memorandum of easement granting the same rights over and in respect of the said land and upon the same conditions as the Grantors have agreed to grant in and by these presents.

13. IN the event of the Grantors failing to construct the said emergency landing ground or after construction failing to maintain same to the satisfaction of the Grantee, the Grantee may complete the construction or maintenance which in his sole opinion may from time to time be necessary and recover the cost thereof from the Grantors as and for liquidated damages for breach of contract.

AS WITNESS the hands of the parties hereto the day and year first before written.

SIGNED by the said Peter Charles Ensor and Duncan Leonard Ensor in the presence of:-

} (Sgd.) P.C. Ensor  
} (Sgd.) D.L. Ensor

Witness: (Sgd.) R.A. Colville  
Occupation: Civil Servant  
Address: Methven

SIGNED by the said James Hugh Ensor in the presence of ) (Sgd.) J.H. Ensor

(Sgd.) W.W. Daimond  
Dept. Manager  
Christchurch

SIGNED by George Herbert Wakelin for and on behalf of His Majesty the King, pursuant to an authority dated the 8th day of March, 1949, given to him by the Minister of Works under section 13 of the Public Works Amendment Act, 1948 in the presence of:

Sgd. G. H. WAKELIN

(Sgd.) R.A. Beaumont  
Civil Servant  
Wellington

I, ANNIE ELIZABETH CRAN, wife of Charles George Cran, of Hororata Mortgagee under Mortgage No. 306129 DO HEREBY CONSENT to the within Agreement.

Dated this 26th day of August 1949.

Signed by the said )  
ANNIE ELIZABETH CRAN ) (Sgd.) A.E. Cran  
in the presence of : )

(Sgd.) Arthur John Wilson  
151 Clyde Rd.  
Christchurch



75 pads/9/56-68862 H

Authorising Peter Charles Ensor, of Rakaia River Valley, Ashburton, Sheep Farmer, Maechel Anthony Ensor, of Braintree, England, Air Force Officer, and Ann Claxby Macleay, of Punta Arenas, Chile, Housewife, to Use Water for the Purpose of Generating Electricity and to Erect and Use Certain Electric Lines

COBHAM, Governor-General
ORDER IN COUNCIL

At the Government House at Wellington this 19th day of February 1958

Present:

HIS EXCELLENCY THE GOVERNOR-GENERAL IN COUNCIL

PURSUANT to the Public Works Act 1928, His Excellency the Governor-General, acting by and with the advice and consent of the Executive Council hereby grants to Peter Charles Ensor, of Rakaia River Valley, Ashburton, sheep farmer, Maechel Anthony Ensor, of Braintree, England, air force officer, and Ann Claxby Macleay, of Punta Arenas, Chile, housewife (hereinafter referred to as the licensees), a licence, subject to the conditions hereinafter set forth, to take and use from the Double Hill Stream (hereinafter referred to as the said stream), situated in Block V, Double Hill Run 118A, Glenrock Survey District, in the County of Ashburton, for the purpose hereinafter set forth, a stream of water not exceeding 50 cubic feet per second at any one time and to lay, construct, put up, place, and use the electric lines hereinafter described.

CONDITIONS

IMPLIED CONDITIONS

1. The conditions directed to be implied in all licences by the Water Power Regulations 1934 and the Electrical Supply Regulations 1935 shall be incorporated in and shall form part of this licence, except in so far as the same may be inconsistent with the provisions hereof.

LICENCE SUBJECT TO REGULATIONS

2. This licence is issued under the Water Power Regulations 1934, and is subject thereto, and to the Electrical Supply Regulations 1935, the Electrical Wiring Regulations 1935, the Radio Interference Regulations 1934, and to all regulations hereafter made in amendment thereof or in substitution therefor respectively.

UTILISATION OF WATER AND LOCATION OF HEADWORKS

3. Water shall be used under this licence solely for the purpose of generating electricity and shall be taken from the said stream at a point in Block V, Double Hill Run 118A, Glenrock Survey District, indicated on the plan marked S.H.D. 467 deposited in the office of the State Hydro-electric Department at Wellington.

GENERAL DESCRIPTION OF WORKS

4. The licensees are hereby authorised, subject to the conditions hereof, to construct, maintain, and use the following works for the purpose of this licence, the positions of the said works being indicated on the said plan S.H.D. 467.

- (a) Headworks consisting of a dam and intake with a water race leading to the powerhouse hereinafter referred to giving a static head of approximately 6 ft.
(b) Turbine and powerhouse with all necessary equipment for generating electricity, situated in Block V, Double Hill Run 118A, Glenrock Survey District.
(c) Tail race leading from the said powerhouse back to the said stream.
(d) Electric lines leading from the said powerhouse in a south-westerly direction to a house situated in Block IV, Double Hill Run 118A, Glenrock Survey District, the said lines and buildings being more particularly shown on the said plan S.H.D. 467.

SYSTEM OF SUPPLY

5. The system of supply shall be an alternating-current system as described in paragraphs (d) and (e) of regulation 21-01 of the Electrical Supply Regulations 1935.

DURATION OF LICENCE

6. Unless sooner lawfully determined, this licence shall continue in force until the 31st day of March 1978.

RENTAL

7. For the purpose of assessing the rental or annual sum payable in respect of this licence, the maximum generating capacity of the plant at the commencement of this licence is 15 kilovolt-amperes.

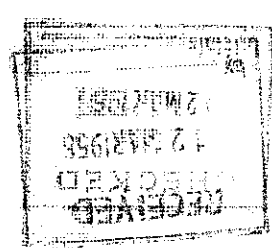
NO RIGHT TO WATER CONFERRED

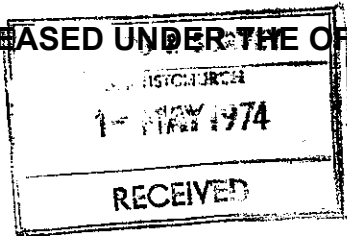
8. Nothing in this licence shall of itself confer upon the licensees any right to water.

T. J. SHERRARD, Clerk of the Executive Council. (S.H.D. 11/20/2870)

Table with 10 rows and 1 column, each row starting with 'Mr.' and containing handwritten initials.

Run Index





File No: P.127  
Job No: 73/498

385

24 April 1974

Commissioner of Crown Lands,  
OFFICE.

RUNS 334 AND 334A DOUBLE HILL

Your memo of 20.11.1973.

*any comment? seems OK as a lease assignment.*  
*W.S.*  
*DEPLO*

Inspection

On 18.4.1974 I inspected the area concerned accompanied by the lessee, Mr P. Ensor and my report follows.

Hydro Lake

A small manmade lake exists on the Double Hill Pastoral Lease approximately half a kilometre from the Rakaia Gorge Road. The area of approximately 1 hectare is marked on the accompanying plan. Up until 1972 this lake was used to operate a small 230 ~~vault~~ ~~volt~~ generating plant that provided power for the Double Hill homestead. Double Hill is now supplied by the Ashburton Electric Power Board and the generating plant and lake are redundant. The lake is some 2-3 km from the Ministry of Ag & Fisheries Research Station at Glenariffe and the Research Officers from this station require a holding pond for salmon fry over the months September to December. With a few modifications this lake would suit their purpose well.

Special Lease

I discussed with Mr Ensor the possibilities of his subleasing the area to Ag. & Fisheries and work that may need doing to protect the lessor and head lessor's interests. The work includes the construction of a channel to carry out flow from the lake and the ring fencing of the area concerned.

Conclusion

I see no objection to these proposals as long as the lessee and the Ag. and Fisheries can come to agreement over fencing. Mr Ensor is going to draw up a lease agreement and forward it to this Department for approval.

Recommendation

That no further action be taken until the sublease document comes to hand.

*JPA*  
*26/4/74*

*D.A. Prouting*  
D.A. Prouting,  
Field Officer. 24/4/74

*Why not - a pity to waste a good lake!*  
*W.S.*

Private Bag  
Christchurch, New Zealand.  
Telephone 60 149

Telephone: 67-029

Fisheries Laboratory  
P. O. Box 1237  
CHRISTCHURCH

31 July 1973

Mr P. Ensor  
Double Hill  
METHVEN

Dear Mr Ensor

As you may know, I joined the Fisheries Research Division about a year ago to study the juvenile stages of the salmon's life cycle in the Glenariffe/Double Hill area. One of the things I am looking at in particular is ways of increasing the runs of salmon into the Glenariffe Stream by improving conditions for the juvenile fish.

I am especially interested in the possibility of developing the small hydro lake below Double Hill, on your property, as a rearing pond. To do this would require one or two alterations to the lake for which we would need your permission, and I thought it would be a good idea to discuss this matter with you, if you can spare the time, to see if you have any objections to our proposals.

Jim Galloway and I will be going up to the Glenariffe trap next week and we could call in to see you on Tuesday morning (7th August) if that would be convenient for you. If this is not convenient, we can arrange to call at any time that suits you.

Yours sincerely

*J. V. Woolland*

J. V. Woolland  
Fisheries Scientist

2739/28

*A. B. Tait*  
*Timothy Galloway*  
*James Galloway*  
*John Galloway*  
*John Galloway*  
*John Galloway*



RELEASED UNDER THE OFFICIAL INFORMATION ACT  
Ministry of Works  
and Development

District Office, P. 125 394  
Government Bldg., Worcester St.  
Box 1479, Christchurch.  
Telephone 71 639.  
Telex NZ 4910.

Our Ref: 40/6/195

Date: 10 March 1975

Inquiries to: Mr S R Gilbert

The Commissioner of Crown Lands,  
Department of Lands and Survey  
Private Bag  
CHRISTCHURCH

*D. J. [unclear] could you  
please confirm sublease  
agreement is in order,  
See rec -*

*[Handwritten signature]*

*Sublease approved*

*Consent.  
20-3-75*

*[Handwritten initials/signature]*  
*CPLD*

Your Ref:

EXPERIMENTAL SALMON REARING STATION  
UPPER RAKAIA RIVER : DOUBLE HILL STATION LIMITED  
RUN 334A

Agreement has been reached with the above company to enable the Department of Agriculture and Fisheries to occupy approximately 10.5 acres of Run 334A as a salmon rearing station. Attached is a copy of the agreement completed by the company.

I trust that you have no objection to this proposal and accordingly seek your approval to it.

P F Reynolds  
District Commissioner of Works

Per

*[Handwritten signature of S R Gilbert]*

(S R Gilbert)

*\* R/pt F/O report 385*

Encl

*all points discussed some  
time ago folio 385 with Mr Enson  
appear to be covered in the  
agreement hereunder.  
I recommend that this Dept.  
give approval to the sub-lease.*

*Copy of Agreement attached*

*[Handwritten initials/signature]*  
*13/3/75*

*D. G. [unclear] F/O  
17/3/75*

RELEASED UNDER THE OFFICIAL INFORMATION ACT



Ministry of Works  
and Development

District Office,  
Government Bldg., Worcester St.  
Box 1479, Christchurch.  
Telephone 71 639.  
Telex NZ 4910.

Our Ref: 40/6/195      Date: 21 January 1975      Inquiries to: Mr S. R. Gilbert

Mr. P. C. Ensor,  
34 Manor Place,  
CHRISTCHURCH, 5.

Your Ref:

Dear Sir,

EXPERIMENTAL SALMON REARING STATION  
UPPER RAKAIA RIVER : DOUBLE HILL STATION LTD

Please refer to our recent discussions concerning the proposed salmon hatching station on Crown land occupied by you under a Pastoral Occupation Licence under the Land Act 1948.

I am now prepared to recommend that the Crown enter into a licence to occupy the area being part Run 334A in Glenrock and Somers Survey Districts contained in certificate of title 9K/1309, Canterbury Registry, as shown edged blue on the attached plan print and together with the small hydro lake, on the following terms and conditions:

1. For the purposes of this agreement, the Crown shall be deemed the licensee and Double Hill Station Ltd the licensor.
2. The licence shall run for a period of 10 years from date of acceptance by the Crown with the licensee having the right to terminate the licence at the end of any complete year provided at least one month's prior notice is given to the licensor in writing.
3. The rental shall be \$5.00 per annum.
4. Access to the area shall be gained from the legal road and across the access track on the north side of Glenariffe Stream. The licensee shall not use the track on the south side of the stream.
5. The licensee may improve the track on the north side of the stream if this proves necessary for access to the station.
6. The licensee shall be entitled to use the lake for salmon rearing or other experimental fisheries projects.
7. The licensee shall be entitled to divert some or all of the lake inflow as long as the diversion lies within the subject area and to carry out such works within and around the lake as are found necessary.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

8. The licensee shall be entitled to erect such buildings and constructions as are necessary for the project and shall, prior to the erection of such buildings, submit details to the licensor for consideration.
9. The licensee shall erect and maintain stockproof fencing as shown on the plan print attached provided that the licensee shall not be called upon to accept responsibility for fencing or maintaining fencing on that part of the lake already fenced.
10. Upon termination of the licence, the licensee shall be entitled to dismantle and remove the said fence and all other buildings, structures, plant and all other items of machinery belonging to the Crown.
11. The licensee, on vacating the land, shall return it to its original state.
12. The licensee shall meet any increase in local authority rates which may arise as a direct result of improvement to the land carried out by the licensee.
13. The licensee shall meet the costs associated with the preparation of this licence.
14. The licensor shall not be debarred from exercising his rights to shoot water fowl over the subject land in season.

I shall be pleased to receive in writing your confirmation of this proposed licence.

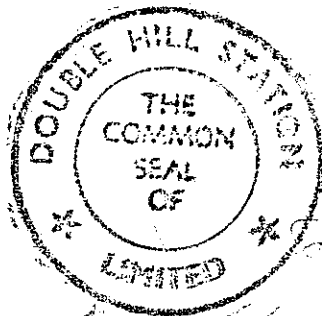
May I take this opportunity of thanking you for your co-operation in this matter.

Yours faithfully,

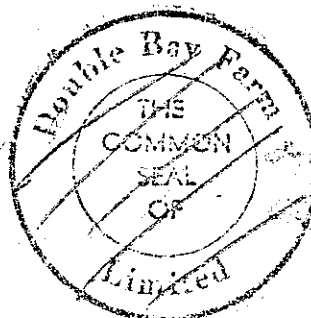


(S. R. Gilbert)  
for District Property Officer

Encl.



*Director*  
*R. Brown*



*Director*  
*R.E.*



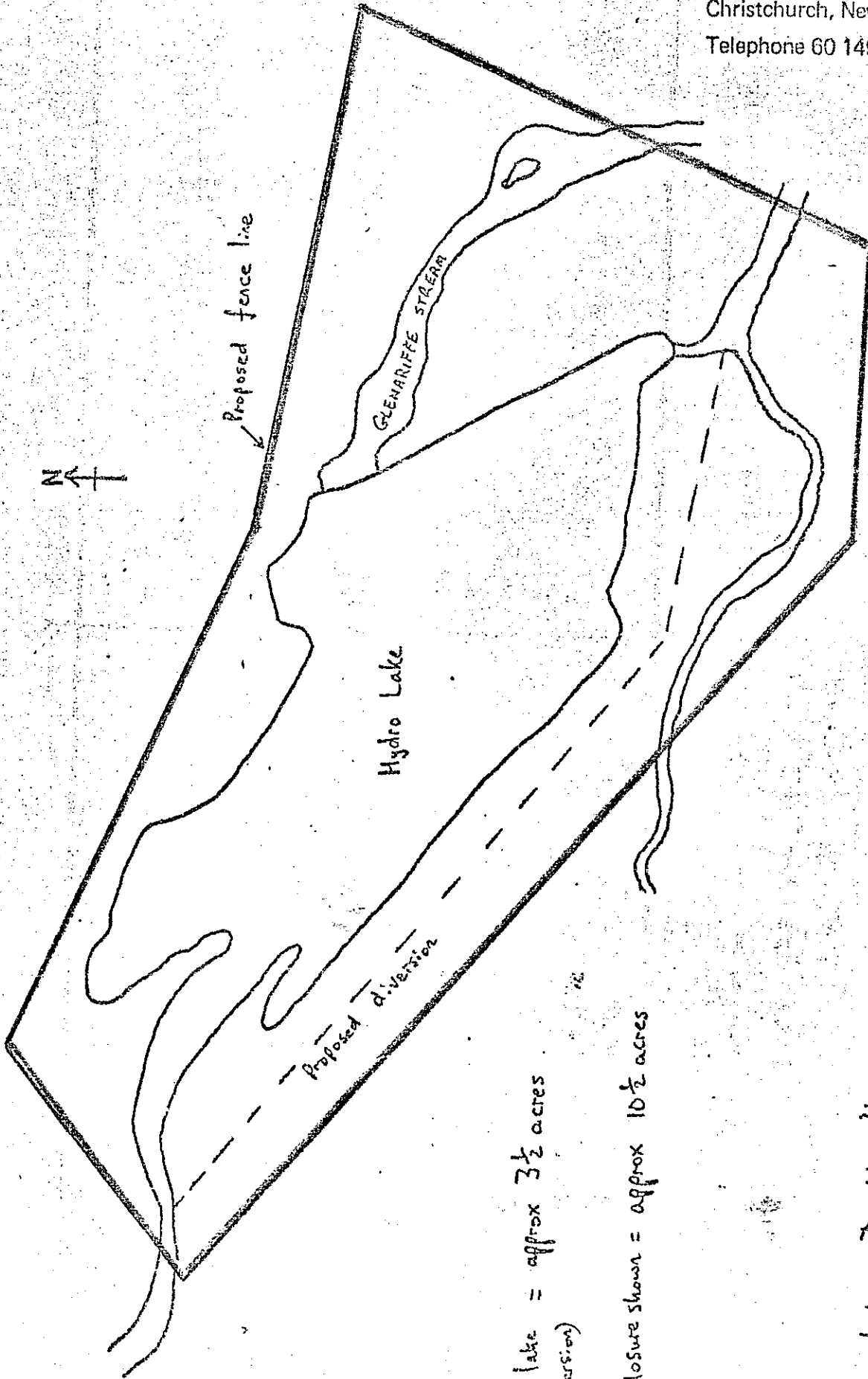
Ministry of  
Agriculture & Fisheries  
New Zealand

Our Ref:

Your Ref:

Department of Agriculture,  
Private Bag,  
Christchurch, New Zealand.

Telephone 60 149



lake = approx 3 1/2 acres  
(version)

closure shown = approx 10 1/2 acres

No Lake Double Hill  
 Crown Land - Pastoral Occupation License  
 Rem 334 A - Glenorchy Homers Planning District CT 94/1409

397

P 127  
40/6/195

VMM

Savage

62-649

XXXXXX

Private Bag,  
CHRISTCHURCH.

26 March 1975

The District Commissioner of Works,  
Ministry of Works & Development,  
P. O. Box 1479,  
CHRISTCHURCH.

Attention: Mr S.R. Gilbert

EXPERIMENTAL SALMON REARING STATION  
UPPER RAKAIA RIVER : RUN 334A "DOUBLE HILL"

Your memorandum of 10 March 1975 refers.

Regarding your application on behalf of Ministry of Agriculture & Fisheries, it is confirmed that this Department has no objection to the sublease as drawn up for salmon rearing purposes, and that no form of compensation or further conditions are necessary other than that provided for in the sublease itself. It is noted that the lessee Company has already agreed to the proposed scheme.

G. MOLLETT  
Commissioner of Crown Lands

Per: *[Signature]* 26/3

Refer folio 385  
394

SEARCHED	INDEXED
SERIALIZED	FILED
MAR 27 1975	
CHRISTCHURCH	

*75/*

*89*

*13*

*3 75*

*Agmt. see 401/*

*PLS.*

*18.380, 385 9394*





RELEASED UNDER THE OFFICIAL INFORMATION ACT  
and Development

CHRISTCHURCH 23 APR 1976
RECEIVED

District Office,

Government Bldg.,

Worcester St. 401

Box 1479, Christchurch.

Telephone 71 639.

Telex NZ 4910.

Our Ref: 40/6/195

Date: 23 April 1976

Inquiries to: Mr B C Rowell

The Commissioner of Crown Lands  
Department of Lands and Survey  
Private Bag  
CHRISTCHURCH

*MS*

Your Ref: P 127

EXPERIMENTAL SALMON REARING STATION  
UPPER RAKAIA RIVER  
RUN 334A "DOUBLE HILL"

Please note that the licence agreement came into effect 15.5.75.

... Enclosed is a copy of the agreement.

P F Reynolds  
District Commissioner of Works

Per *D C Morse*

(D C Morse)

Encl

District Office,  
Government Bldg., Worcester St.  
Box 1479, Christchurch.  
Telephone 71 639.  
Telex NZ 4910.  
Inquiries to: Mr S. R. Gilbert

Our Ref: 40/6/195

Date: 21 January 1975

Mr P. C. Ensor,  
34 Manor Place,  
CHRISTCHURCH, 5.

Your Ref:

Dear Sir,

EXPERIMENTAL SALMON REARING STATION  
UPPER RAKAIA RIVER : DOUBLE HILL STATION LTD

Please refer to our recent discussions concerning the proposed salmon hatching station on Crown land occupied by you under a Pastoral Occupation Licence under the Land Act 1948.

I am now prepared to recommend that the Crown enter into a licence to occupy the area being part Run 334A in Glenrock and Somers Survey Districts contained in certificate of title 9K/1809, Canterbury Registry, as shown edged blue on the attached plan print and together with the small hydro lake, on the following terms and conditions:

1. For the purposes of this agreement, the Crown shall be deemed the licensee and Double Hill Station Ltd the licensor.
2. The licence shall run for a period of 10 years from date of acceptance by the Crown with the licensee having the right to terminate the licence at the end of any complete year provided at least one month's prior notice is given to the licensor in writing.
3. The rental shall be \$5.00 per annum.
4. Access to the area shall be gained from the legal road and across the access track on the north side of Glenariffe Stream. The licensee shall not use the track on the south side of the stream.
5. The licensee may improve the track on the north side of the stream if this proves necessary for access to the station.
6. The licensee shall be entitled to use the lake for salmon rearing or other experimental fisheries projects.
7. The licensee shall be entitled to divert some or all of the lake inflow as long as the diversion lies within the subject area and to carry out such works within and around the lake as are found necessary.

*JRB*

RELEASED UNDER THE OFFICIAL INFORMATION ACT

2.

8. The licensee shall be entitled to erect such buildings and constructions as are necessary for the project and shall, prior to the erection of such buildings, submit details to the licensor for consideration.
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I shall be pleased to receive in writing your confirmation of this proposed licence.

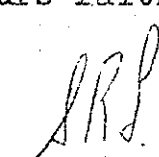
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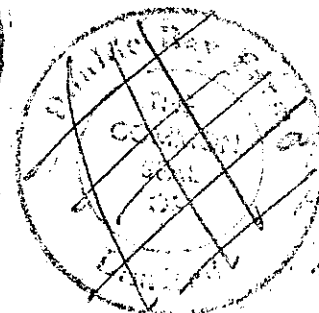
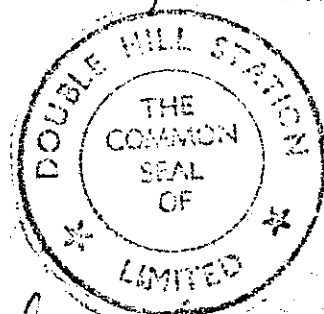
SIGNED BY JOHN ROGER SMART  
for and on behalf of Her Majesty  
the Queen pursuant to an  
authority given to him by the  
Minister of Works and Development  
under section 13, Public Works  
Amendment Act 1948, in the presence  
of:

Witness:

Occupation:  
Address: Encl.

Yours faithfully,

  
(S. R. Gilbert)  
for District Property Officer





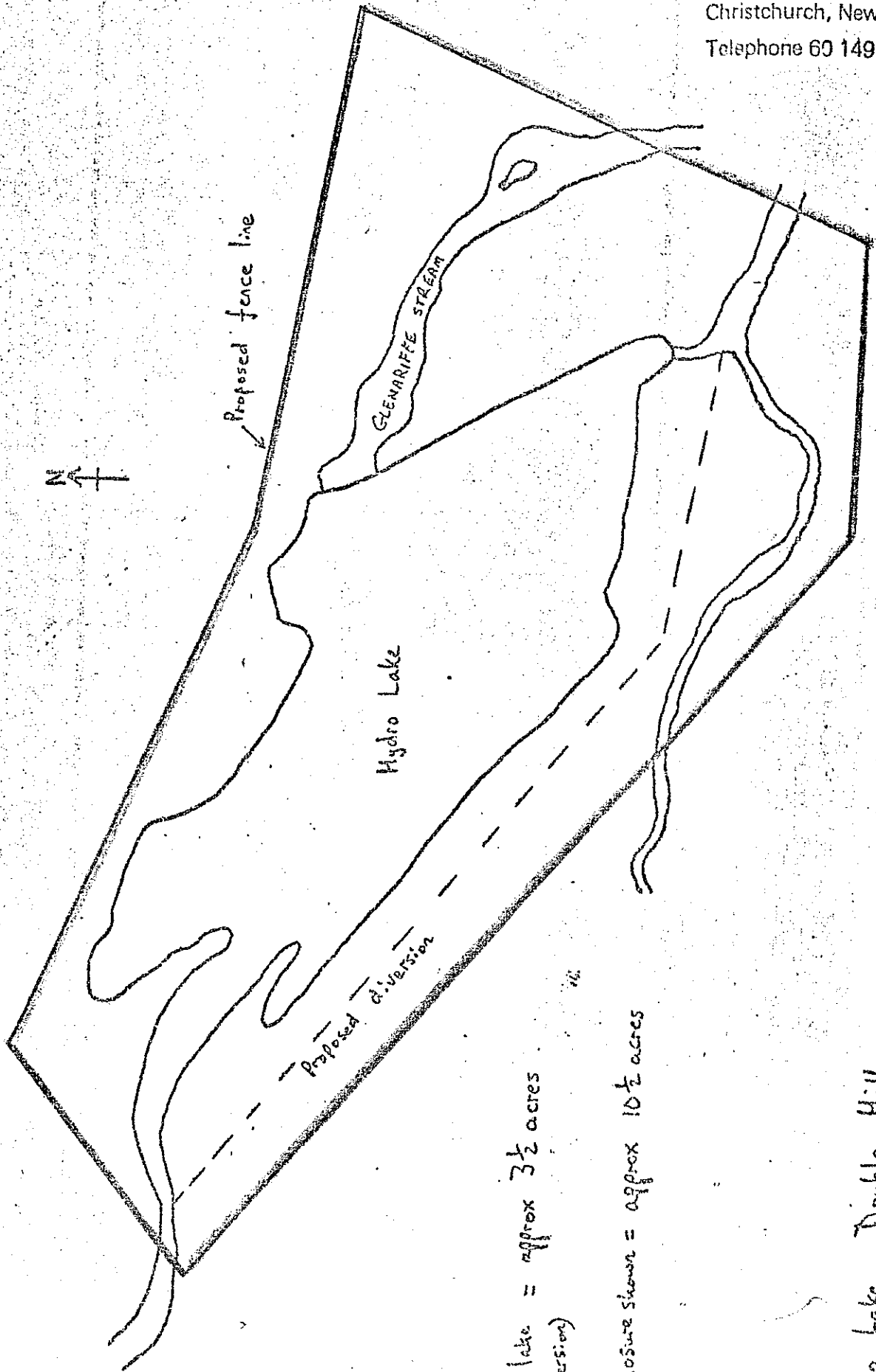
Ministry of  
Agriculture & Fisheries  
New Zealand

Our Ref:

Your Ref:

Department of Agriculture,  
Private Bag,  
Christchurch, New Zealand.

Telephone 60 149



if lake = approx 3 1/2 acres  
(version)

closure shown = approx 10 1/2 acres

Hydro Lake Double Hill  
 Crown Land - Pastoral Occupation Licence  
 Plan 334 A Christchurch & Districts District Council  
 27 Oct 1980

RELEASED UNDER THE OFFICIAL INFORMATION ACT

P 127

799 760

Private Mail  
CORRESPONDENCE

16 June 1980

The Chief Engineer  
North Canterbury Catchment Board  
P.O. Box 708  
CHRISTCHURCH

Attention : Mr Reid

Dear Sir

ROCK QUARRY, PROTECTION WORK : "DOUBLE HILL"

I refer to your letter of 4 June 1980 and advise that this department has no objection to the river protection work and quarry to be constructed/located on Double Hill Pastoral Run subject to the following conditions/provisions:

- (a) The stock access route onto "Double Hill" being reinstated.
- (b) Your Board accepting responsibility for keeping the quarry site free from noxious weeds.
- (c) Maintenance of the same approximate contour of the country as exists at present, i.e. excessive slopes may require battering to prevent possible danger to stock.

Yours faithfully

E.J. Davies  
Commissioner of Crown Lands

Per  
DFO  
OFFICE

SEARCHED	INDEXED
SERIALIZED	FILED
JUN 17 1980	
NEW ZEALAND CUSTOMS DEPARTMENT	
66	
RDN	
17. 6 80	

PLD

Above copy for your information. This letter/approval written as requested in your file note of 12 June 1980, folio 435.

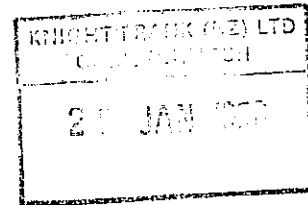
E.J. Davies  
Commissioner of Crown Lands



WORKS PROPERTY MANAGEMENT MREINZ  
Amuri Park, Barbadoes Street, PO Box 1482, Christchurch, New Zealand  
Phone (03) 365-1530, Fax (03) 365-7858

22 January 1996

Caroline Mason  
Knight Frank and Associates  
76 Cashel Street  
CHRISTCHURCH



Dear Caroline

**TELECOM UPGRADE OF THE SERVICE TO RAKAIA GORGE**

I refer to our discussion last Thursday regarding the Telecom proposal to upgrade the telephone service to the Rakaia Gorge. I have enclosed a copy of a plan showing the overall proposal. As discussed the plans available are not good enough to accurately define the land requirements for each individual installation. We have obtained an offer from each owner or your lessee to the proposal based on the matter being formalised once a survey has been completed.

To complete the upgrade it will be necessary to enter Crown Land and obtain consent:

- A to place a cable by use of a mole plough between sites 2 and 3 Glen Fallock and Double Hill. We have obtained the lessee's consent for this.
- B A site for a transmitter is needed at the point marked 4 on the leasehold portion of Glenthorne Station. The lessee's consent has been obtained.

It appears that all of the other installations are on land that is freehold.

As the proposal is urgent from both the point of view of Telecom and the run holders who want a better telephone service it would be appreciated if you could put the matter to the Commissioner of Crown Lands on the basis of a right of entry to complete the work with a formal agreement being completed after the work has been completed and a survey made to accurately define the site.

Yours faithfully

A handwritten signature in dark ink, appearing to read "J M Coffey". Below the signature, the name "J M Coffey" is printed in a small, sans-serif font.

