



Crown Pastoral Land Tenure Review

Lease name : GALLOWAY STATION

Lease number : PO 180

Due Diligence Report (including Status Report) - Part 2

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

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

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

April 09

(N)

CAVEAT FORBIDDING REGISTRATION OF DEALING WITH ESTATE OR INTEREST

To

The District Land Registrar of the District of Otago

(1) Name of Caveator.

TAKE NOTICE that ~~xxx~~ the MINISTER OF CONSERVATION

(2) Occupation and address.

~~of~~(x)

(3) Here state the nature of the estate or interest on the strength of which the caveat is lodged; connecting back the registered proprietor of the land.

claiming estate or interest⁽³⁾ by virtue of an agreement to grant a conservation covenant dated the 8th day of June 1992 and made between PAMELA ALAYNE PRESTON ROGER NORMAN MACASSEY and TREVOR JOHN MASON the registered lessees of the land hereinafter described and the MINISTER OF CONSERVATION this caveator IN ALL THOSE parcels of land containing together 39 hectares more or less (subject to survey) being parts of Run 565 Tiger Hill Survey District and being parts of the balance of the land comprised and described in Pastoral Lease P 180 recorded as Register Volume 386 folio 91 (Otago Registry) as the same are more particularly shown outlined in red on the plan attached hereto

(4) Here describe the land.

~~in~~(x)

Regd Prop:

address: C1-8-143
DUNEDIN

forbid the registration of any memorandum of transfer or other instrument affecting the said land until this caveat is withdrawn by me or by order of the ^{High} ~~Supreme~~ Court, or until the same has lapsed under the provisions in that behalf contained in section 145 of the Land Transfer Act 1952

(5) Here provide an address within the registration district in which the land is situate.

AND I appoint⁽⁵⁾ the Regional Conservator
Department of Conservation
Conservation House Stuart Street
DUNEDIN

as the place at which notices relating hereto may be served.

Dated this 9th day of June 1992

Signed by Ian Whitwell an officer of the Department of Conservation pursuant to a designation given to him by the Director-General of Conservation and dated the 30th day of June 1989 acting for and on behalf of the Minister of Conservation pursuant

Ian Whitwell

to section 117 of the Reserves Act 1977

(6) in the presence of:

(6) Witness to sign here and add his occupation and address.

[Signatures]
Dunedin

XXXXXXXXXXXX **CAVEAT** XX 1200 22

Correct for the purposes of the Land Transfer Act.

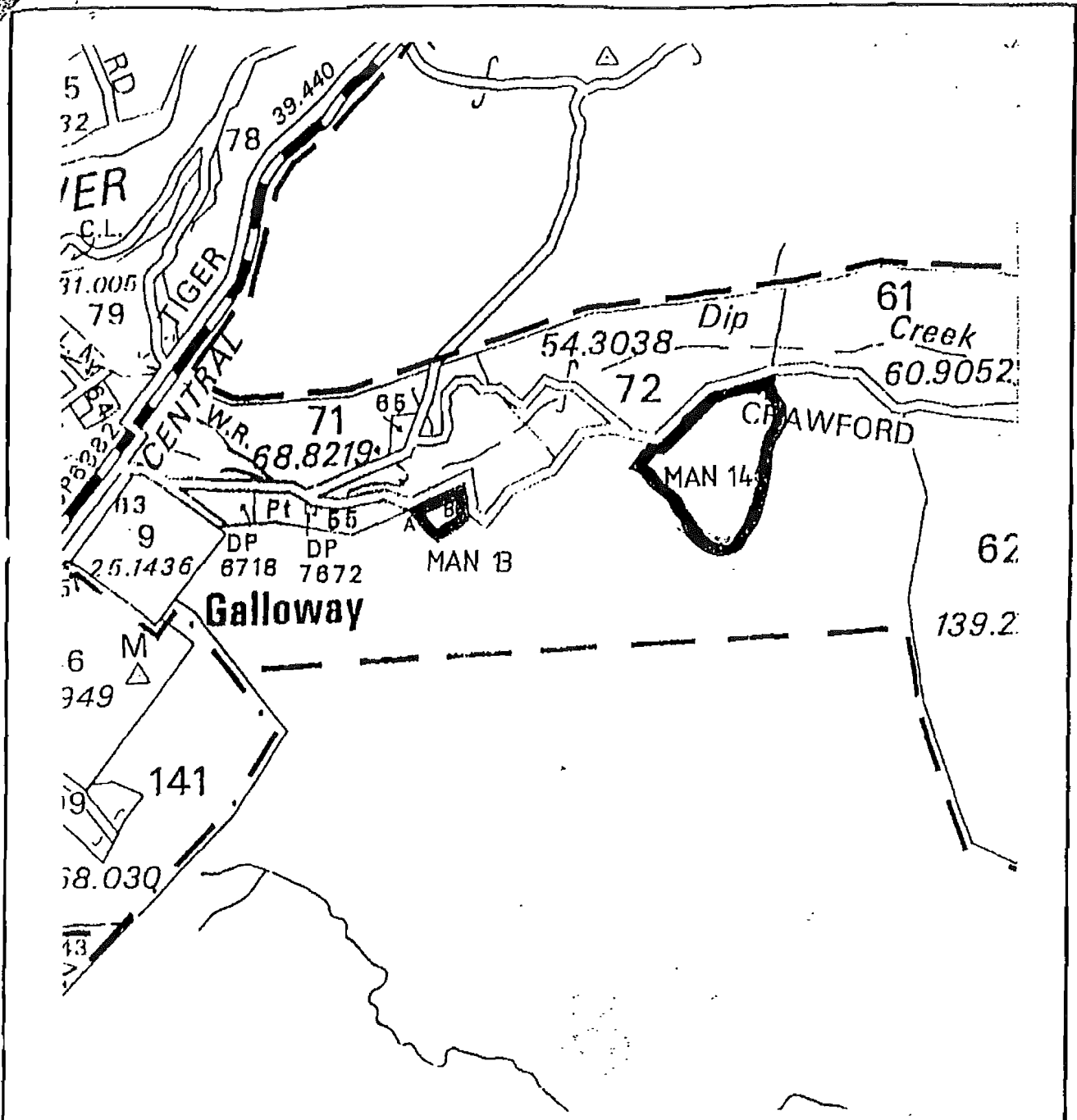
.....
Solicitor for the Caveator.

Particulars entered on the Certificates of Title set out herein on the date and at the time stamped below.

.....
District Land Registrar.
Assistant

of the District of

XX



Area to be a Conservation Covenant over approximately those parts outlined

ILLUSTRATIVE MAP



CONSERVATION
TE PAPA ATAWHAI


File : RAP MAN 13

Date : Sept 1991

Raw p 9

VEAT

Correct for the purposes of the Land Transfer Act

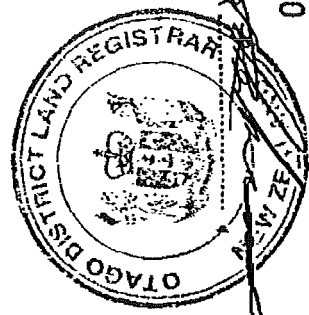

.....
Solicitor for the Caveator

Particulars entered on the Pastoral Lease set out herein on the date and at the time stamped below

.....
District
Assistant Land Registrar
of the District of Otago

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY OTAGO
ASST. LAND REGISTRAR

10.57 09 JUN 92
caveat against part
806857



Regional Solicitor
Department of Conservation
DUNEDIN

328690 VL

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. 180

registered in Volume 386 , folio 91 ,
Otago Land Registry, from Her
Majesty the Queen to KENNETH FARRAR PRESTON

The covenants conditions and restrictions contained or implied in the above-mentioned Lease/~~Licence~~ registered in Volume 386 , Folio 91 , Otago Land Registry, are hereby varied as follows:

1. That should the lessee/~~licensee~~ with the consent of the Land Settlement Board, transfer, sublet or otherwise dispose of his 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/~~licensee~~ 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 7th day of December 1967.

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


Assistant Commissioner of Crown Lands.

Witness: [Signature]
Occupation: Club
Address: London - Survey Dept. Dundee

SIGNED by the said
as lessee/~~licensee~~ in the presence of:

K. F. Preston
Lessee/~~Licencee~~

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

60

328696

CERTIFICATE OF ALTERATION

HER MAJESTY THE QUEEN } *Lessor.*
 } ~~*Licensee.*~~

KENNETH FARRAR ERESTON } *Lessee.*
 } ~~*Licensee.*~~

PARTICULARS entered in the Register-book,
Volume *386*, folio *91*,

the *27 JUN 1968*
day of _____ 19____
at *2.30* o'clock.



Julia Dwyer
District Assistant Land Registrar of the
District of **OTAGO**

①

LAND & DEEDS	
Notary: <i>[initials]</i>	
Firm: <i>K. G. K.</i>	
27 JUN 1968	
Time: <i>2.30</i>	
Fees: <i>2</i>	
Abstract: <i>135</i>	

②

CDE_S15 - Request Manual Copy			
Document Type	Instrument	Request Id	15964
Reference Number	356010 SL	User Id	dabercrombledu
Land District	Otago	Request Date	27/08/2001
Method of Delivery	Post	Client Reference	dabercrombledu
<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 PARTIAL SURRENDER

IN THE MATTER of the Land Transfer
Act 1952

AND

IN THE MATTER of the Land Act 1948
and its Amendments

AND

IN THE MATTER of Pastoral Lease No. P.180
under the Land Act 1948 of ALL that piece
of land situated in the Otago Land
District, containing 28,307 acres 1 rood
09.5 perches, more or less, being Sections
9 and 63, Block VI, Tiger Hill Survey
District and Runs 565 and 565A, Tiger
Hill, Cairnside, Cairnhill, Long Valley
and Manor Survey Districts, and being
the whole of land comprised and described
in the aforesaid Pastoral Lease recorded
in Register Book, Volume 386 Folio 91.

GALLOWAY STATION LIMITED a duly incorporated Company having its registered
office at Dunedin, the Lessee under the abovementioned lease DOES HEREBY
SURRENDER in terms of Section 145 of the Land Act 1948, all its estate and
interest as such lessee in all that piece of land containing 110 acres
0 rood 00. perches, being Section 14, Block XIX, Tiger Hill Survey District,
with no reduction in annual rent or stock limitation of the residue of the
land in the said lease and IT AGREES AND DECLARES THAT all and singular
the covenants conditions and agreements of the said recited lease expressed
and/or implied shall continue in force in respect of the residue of the land
henceforth comprised therein as fully and effectually as if such residue of
the said land above had originally been comprised therein.

AND IT HEREBY FURTHER AGREES AND DECLARES that the said surrender shall
take effect from the 9th day of March 1969.

THE COMMON SEAL of Galloway Station Limited was hereunto affixed in the presence of:

K. F. Preston
.....

.....

SURRENDER ACCEPTED for and on behalf of Her Majesty the Queen as Lessor:

SIGNED by the Commissioner of Crown Lands for the Otago Land District in the presence of:

Witness: *a. K. Hallgrim*.....

Occupation: *Crown Lands and Survey Dept,*

Address: *Dunedin*.....

[Signature]
.....
Commissioner of Crown Lands.

THE STATE ADVANCES CORPORATION OF NEW ZEALAND as Mortgagee under and by virtue of Memorandum of Mortgage No. 250691 DO TH HEREBY CONSENT to the aforesaid surrender BUT WITHOUT PREJUDICE to its rights powers and remedies otherwise under or in respect of the said Mortgage or the remainder of the land therein described.

THE STATE ADVANCES CORPORATION OF NEW ZEALAND, by its Manager at Dunedin, as Mortgagee, in the presence of:

Witness:

Occupation:

Address:

Manager

I, KENNETH FARRAR PRESTON as Lessee under and by virtue of Memorandum of Lease No. 328693 and ~~Mortgagee under and by virtue of Memorandum of Mortgage No. 328692~~ DO HEREBY CONSENT to the aforesaid surrender BUT WITHOUT PREJUDICE to my rights powers and remedies otherwise under or in respect of the said Mortgage or the remainder of the land therein described.

SIGNED by the said Kenneth Farrar
Lessee and

Preston as Mortgagee, in the

presence of:

Witness: [Signature]

Occupation: Solicitor

Address: Alexandra

K. F. Preston

Lessee and Mortgagee

CORRECT for the purposes of the Land Transfer Act.

[Signature]

Commissioner of Crown Lands.

The Comm.
P.O. Box

③

LAND & DEEDS	
Nature of	<i>Pt Surrender of lease</i>
From	<i>C.C. Lands</i>
11 JUN 1970	
To	<i>239</i>
<i>W</i>	
161	

24 June

70

The Commissioner of Crown Lands,
P.O. Box 896, DUNEDIN.

DEFERRED PAYMENT LICENCE DPF 343

L.J. Clare

Section 128 Land Transfer Act 1952 prevents registration
of this Licence.


for C.C. Kennelly

D L. HB/810 received on 1/7/70

akb.
/7.

356070



MWP_0011920

SURRENDER

~~DISCHARGE~~

Particulars entered in the [unclear] book

Vol. 386 fol. 91

at 230 block.



Not Registered under Land Act
Act Registered under Land Act, 1948

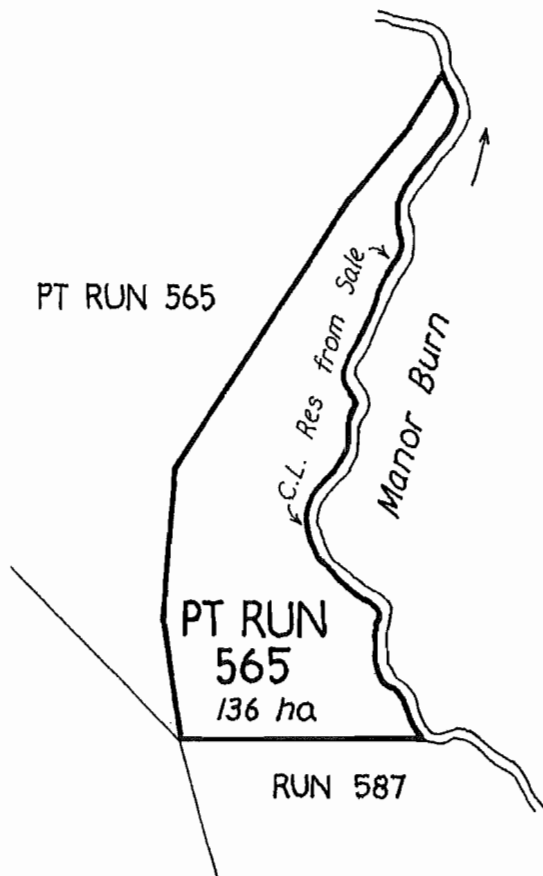
CDE_S15 - Request Manual Copy		X	
Document Type	Instrument	Request Id	15967
Reference Number	614582.1 SL	User Id	dabercrombiedu
Land District	Otago	Request Date	27/08/2001
Method of Delivery	Post	Client Reference	dabercrombiedu
<input type="checkbox"/> Certified Copy		Status	Pending
Delivery Details			
Firm	Abercrombie & Assoc. Ltd		
Street	P.O. Box 5056		
Town	Dunedin		
Country	New Zealand		
Postcode	9001		
Fax Number	03 471 9456		
Fees...	OK		Cancel

MEMORANDUM OF PARTIAL SURRENDER

IN THE MATTER of the Land Act 1948 and its amendments

AND

IN THE MATTER of Pastoral Lease No P180 under the Land Act 1948 of ALL that piece of land situated in the Otago Land District containing 11411.3374 hectares, more or less, being Sections 9 and 63 Block VI Tiger Hill Survey District, Run 565A situated in Cairnside Survey District and in Blocks V, VI Manor Survey District and Part Run 565 situated in Cairnside Survey District Blocks VI, VIII and XVIII Tiger Hill Survey District, Blocks VII and VIII Cairnhill Survey District, Block VI and VII Manor Survey District and Blocks II, III and VII Lc Valley Survey District and being the whole of land comprised and described in the aforesaid Pastoral Lease recorded in Register Book Vol. 386 folio 91.



SCALE 1:30,000

WE, Pamela Alayne Preston of Galloway, Married Woman, James Noel Macassey of Dunedin, Company Manager and Roger Norman Macassey of Dunedin Solicitor the lessees under the abovementioned lease DO HEREBY SURRENDER in terms of Section 145 of the Land Act 1948, all our estate and interest as such lessees in all that piece of land containing 136 hectares and interest as such lessees in all that piece of land containing 136 hectares more or less being Part Run 565 situated in Cairnside Survey District with no reduction in the Annual Rent AND WE AGREE AND DECLARE THAT all and singular the covenants conditions and agreements of the said recited lease expressed and/or implied shall continue in force in respect of the residue of the land henceforth comprised therein as fully and effectually as if such residue of the said land above had originally been comprised therein

AND WE HEREBY FURTHER AGREE AND DECLARE that the said surrender shall take effect from the 1st day of December 1980

SIGNED by the said Pamela Alayne Preston, lessee in the presence of:)

Witness: _____
Occupation: _____
Address: _____

P. A. Preston
Lessee

SIGNED by the said James Noel Macassey)
1 ee in the presence of:)
Witness: [Signature]
Occupation: Solicitor
Address: Dunedin

[Signature: J. N. Macassey]
Lessee

SIGNED by the said Roger Norman)
Macassey, lessee in the presence of:)
Witness: [Signature]
Occupation: Solicitor
Address: Dunedin

[Signature: R. N. Macassey]
Lessee

SURRENDER ACCEPTED for and on behalf of Her Majesty the Queen as Lessor

SIGNED by the Assistant Commissioner of)
Crown Lands for the Otago Land District)
in the presence of:)
Witness: [Signature]
Occupation: Chief Parade & Survey Dept
Address: Dunedin

[Signature]
Assistant Commissioner of Crown Lands

THE RURAL BANKING AND FINANCE CORPORATION OF NEW ZEALAND as Mortgagee under and
by virtue of Memoranda of Mortgage Nos 250691, 527533/2 and 527533/3 DOES HEREBY
CONSENT to the aforesaid surrender BUT WITHOUT PREJUDICE to its rights powers and
remedies otherwise under or in respect of the said mortgages.

SIGNED for and on behalf of the Rural
Banking and Finance Corporation of
New Zealand by [Signature]
acting under the authority of the said
Corporation pursuant to Section 16 of
the Rural Banking and Finance
Corporation Act 1974 in the presence
of:

[Signature]

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

RELEASED UNDER THE OFFICIAL INFORMATION ACT

HER MAJESTY THE QUEEN as charge holder under and by virtue of Compensation Certificate Nos 279960 and 376984 DOES HEREBY CONSENT to the aforesaid surrender BUT WITHOUT PREJUDICE to its rights powers and remedies otherwise under or in respect of the said Compensation Certificates

SIGNED by ADELE RUTH WILSON for and on behalf of Her Majesty the Queen pursuant to an authority dated the 12th day of October 1982 given to her by the Minister of Works and Development under section 9 of the Public Works Act 1981 in the presence of:

Adele R Wilson

Witness

[Signature]

Address

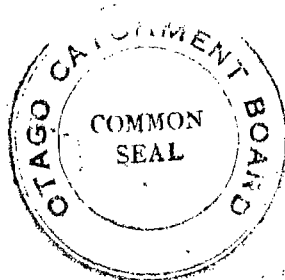
17 MWD Dunedin

Occupation

Legal Clerk

THE OTAGO CATCHMENT BOARD as charge holder under and by virtue of Land Improvement Agreement No 610617 DOES HEREBY CONSENT to the aforesaid surrender BUT WITHOUT PREJUDICE to its rights powers and remedies otherwise under or in respect of the said agreements

THE COMMON SEAL of the OTAGO)
)
CATCHMENT BOARD was hereunto)
)
affixed in pursuance of a)
)
resolution of the Board in the)
)
presence of :)



R. Stone

CHAIRMAN

[Signature]

SECRETARY

HER MAJESTY THE QUEEN as charge holder under and by virtue of Irrigation Agreement X 14145 DOES HEREBY CONSENT to the aforesaid surrender BUT WITHOUT PREJUDICE to its rights powers and remedies otherwise under or in respect of the said agreement

The Minister of Works and Development hereby consents to the within transaction

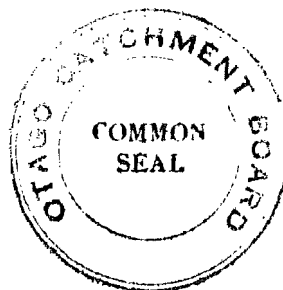
Signed by Alison Elizabeth Swan for and on behalf of Her Majesty the Queen pursuant to an authority dated the 12th day of October, 1982, given to her by the Minister of Works and Development under section 9 of the Public Works act 1981, in the presence of:

Alison Swan

Witness: *P. Yung*
Address: *21-MWD, Dunedin*
Occupation: *Legal Clerk*

THE OTAGO CATCHMENT BOARD as chargeholder under and by virtue of Agreement Nos 358308 and 443817 DOES HEREBY CONSENT to the aforesaid surrender BUT WITHOUT PREJUDICE to its rights powers and remedies otherwise under or in respect of the said agreements

THE COMMON SEAL of the OTAGO CATCHMENT BOARD was hereunto affixed in the pursuance of a resolution of the Board in the presence of:



R. A. ...
.....
Chairman
M. ...
.....
Secretary

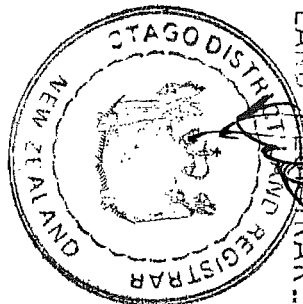
614582/2 Exhibits

Restoring the
willow land in
C.T. 386/93 14.5.1984
at 10.59am

[Signature]
A.L.A.

X14145
250691
279460
3453508
376984
443817
527533/2+3
810617

10.59 14.MAY 84 614582/1
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY DTAGO
ASST. LAND REGISTRAR
386/93



MWP_0011919



CDE_S15 - Request Manual Copy [X]

Document Type	Instrument	Request Id	15982
Reference Number	279960 CC	User Id	dabercrombiedu
Land District	Otago	Request Date	27/08/2001
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]

COMPENSATION CERTIFICATE

To the DISTRICT LAND REGISTRAR of the Land Registration District of OTAGO.

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:

28,307 acres 1 rood 9.5 perches more or less being sections 9 and 63 Block VI Tiger Hill Survey District Runs 565 and 565A Tiger Hill, Cairnside, Cairnhill, Long Valley, and Manor Survey Districts, Pastoral lease No. P180. All certificate of title Volume 386 folio 91.

(b) Brief particulars of the Agreement: Date: 25 November 1964

1. The consideration for the license is to be one payment of £10.
2. The Crown is to be granted access at all times to the area referred to above which will not be fenced.
3. If, in the future, a larger area of approximately 20 acres is required for grazing the caretaker's horse the Crown will under-

~~(b) Brief particulars of the Agreement~~

~~take~~

take the erection and maintenance of any fencing required, shown XYZ on the attached copy of Plan B.1209. No rental will be charged for this additional land which may be used.

4. As part compensation the Crown will grant, free of cost, the cookhouse, ablutions block, lavatory, and two huts which remain on the land. The Speedway boiler and circulator, and oil burning range which remain in the cookhouse and ablutions block may be removed by the Crown. If the above chattels are not removed within six months from the date of this agreement they will be deemed to have been abandoned and will become the owner's property.
5. The owner to retain the right to use for grazing any of the land occupied by the Crown at any time between 15 November and 15 December in any year.

(c) Names and addresses of parties to Agreement (other than Minister): Kenneth
Farrar Preston, Galloway Station, R.D., Alexandra.

(d) (i) Place where Copy of Agreement may be inspected: Office of District Commissioner of Works,
Ministry of Works, Princes Street Dunedin.

(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. 15/2/1/0

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 28th day of October 19 64.

Dated at DUNEDIN, this 26th day of November 19 64.

Signed by IAN ERIC HURRELL
in the presence of

I.E. Hurrell
Person authorised by the Minister of Works.

Witness: *[Signature]*
Address: *Ministry of Works Dunedin.*
Occupation: *Law Clerk*

274400

Compensation Certificate No.

Correct for the purposes of the Land Transfer Act.

Particulars entered in the Register Book,

Vol. 386, folio 91, the

of 27 DEC 1964

19 at

10-55 o'clock.



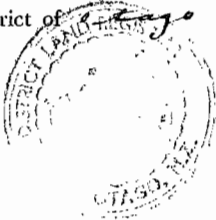
MWP_0011925

J.C. Murray

Authorised Officer.

Be Hayes
assistant District Land Registrar.

of the District of *Christchurch*



*614.562/1 surrender as to part
area 565 (area 136 ha) 14.5.1964
at 10.59am*

[Signature]
17 L12

LAND & DEEDS	
Name	<i>Comp Cast</i>
Plan	<i>MOL</i>
Date	<i>27 DEC 1964</i>
Time	<i>10.55</i>
Page	<i>83</i>
Abstract No.	<i>83</i>

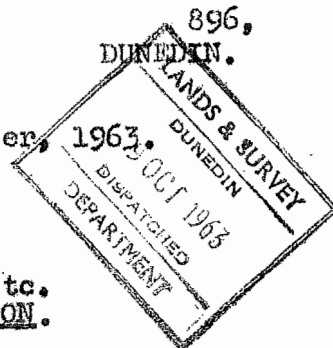
District Solicitor,
Ministry of Works Office,

DUNEDIN.

Copied for purposes of CPL
tenure review due diligence from
file: P 100 Vol 3/470

47/0

GCC



8 October, 1963

The District Commissioner of Works,
P.O. Box 451,
DUNEDIN.

GALLOWAY STATION - RUNS 565 & 565A etc.
TIGER HILL etc. S.D's K.F. PRESTON.

Your reference 15/2/1.

I refer to your enquiry as to whether or not there is any procedure available under the Land Act whereby an area could be excluded from Mr. Preston's Pastoral Lease for the purpose of grazing a horse required in connection with maintenance work on water races in the locality of the upper Manorburn Dam.

I have now received a detailed report from P.L.O. Aitken on the subject and he recommends that an area of approx. 12 acres as shown on the attached sketch could be made available for the purpose of grazing the raceman's horse. The P.L.O. agrees that M.O.W. should erect the necessary fencing and also meet half the cost of maintaining the boundary fences and that the standards on the present fence on the Northern boundary should be straightened by the Works Dept. This fence has been pushed out of line by the raceman's horse and the standards bent. The Pastoral Lands Officer further recommends that a gate be erected on the bridge over the Manorburn outlet at the expense of your Department.

Tracing of plan under fol 464

The area is used extensively ^{by lessee} at lamb marking time for 2-3 days in November as it is fenced to form a natural neck through which all stock are drawn to a central handling area and the land in the vicinity of the Dam site provides sufficient broken ground to give shelter from all prevailing weather. A water supply, necessary yards, holding paddocks and buildings for handling all stock the station is likely to carry are located in the vicinity to avoid having to drive stock into the homestead for eye-wiggling, crutching, etc. It is considered important by the Pastoral Lands Officer that the present lessee and his successors in title should be permitted to use the area for these 2-3 days each year in November.

The Pastoral Lands Officer is of the opinion that if your Department is agreeable to the conditions set out above, then little or no difficulty will be experienced in obtaining Mr. Preston's agreement to your utilizing the area at nil consideration and rental. For many years Ministry of Works have had the continued use of the area and the lessees improvements, although I understand that the present raceman uses a Land Rover on mileage allowance and that no horse is grazed at present.

Probably a legal agreement in the form of a sublease between Mr. Preston and your Department incorporating the lessee's requirements above would give your Department sufficient security. If you agree would you please arrange for a suitable document, acceptable to both parties, to be prepared for submission to the Land Settlement Board for approval.

C.K. Eville,
Commissioner of Crown Lands.

CDE_S15 - Request Manual Copy [X]

Document Type	Instrument	Request Id	15966
Reference Number	376984 CC	User Id	dabercrombledu
Land District	Otago	Request Date	27/08/2001
Method of Delivery	Post	Client Reference	dabercrombledu
<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]

To the DISTRICT LAND REGISTRAR of the Land Registration District of OTAGO

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:

28,307 acres, 1 rood, 9.5 perches being Sections 9 and 63, Block VI, Tiger Hill Survey District, Runs 565 and 565A, Tiger Hill, Cairnside, Cairnhill, Long Valley and Manor Survey Districts. All certificate of title Volume 386 folio 91, Otago Land Registry.

(b) Brief particulars of the Agreement:

Date: 5 October 1971

The Crown will take 30 acres (subject to survey) of the abovementioned land for Soil Conservation and River Control Services.

Consideration: Two hundred and twenty dollars (\$220.00)

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

Galloway Station Limited

(d) (i) Place where Copy of Agreement may be inspected: Office of District Commissioner of Works, Ministry of Works, Princes Street, Dunedin.

(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: 13/32/13

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 19th day of July 19 71

Dated at Dunedin, this 12th day of October 19 71

Signed by JOHN WILLIAM HALL MASLIN
in the presence of

John Maslin
Person authorised by the Minister of Works.

Witness: *[Signature]*

Address: *Ministry of Works, Dunedin*

Occupation: *Law Clerk*

RELEASED UNDER THE OFFICIAL INFORMATION ACT
Compensation Certificate No

Correct for the purposes of the Land
Transfer Act.



MWP_0011926

Particulars entered in the Register Book,

Vol. 386, folio 91, the

day of 13 OCT 1971, 19, at

10:38 o'clock.



of the District of

[Signature]
Authorised Officer

614582/1 surrender as to part
run 565 (136ha) 14.5.1984
at 10:59 am

[Signature]
AUR

LAND & DEEDS
Nature: <i>Comp Cert</i>
Firm: <input checked="" type="checkbox"/>
13 OCT 1971
Time: 10:38
Fee: \$
Abstract No. 178

Ministry of Works,

:PKP

Copied for purposes of CFS7
tenure review due diligence from
file: P 180 Vol 4 587

LAND SETTLEMENT BOARD

COMMISSIONER OF CROWN LANDS

TAKING OF LESSORS INTEREST IN CROWN LEASEHOLD LAND FOR
SOIL CONSERVATION PURPOSES

FILES: H.O. P.147,
P.180

CASE NO. 71/49

OTAGO LAND DISTRICT

PROPOSAL:

The Ministry of Works intend to take by gazettal action the leasehold interest in an area of some 410 acres out of two Pastoral Leases (380 acres of which is part 'Goulburn Station' occupied by D.G. Small; and 30 acres from 'Galloway Station' occupied by K.F. Preston) situated in the Upper Manorburn basin for the establishment of an experimental basin for soil conservation purposes. Agreement has been reached with the two lessees for the taking of the lessees interests and it is now proposed to consent to the taking of the freehold or lessors interests in these areas.

LEASES:

P.147

Lessee: DAVID GLENGARRY SMALL
Land: Run 587 Tiger Hill, Manor, Manorside and Cairnside S.Ds
Area: 20,400 acres approximately
Run Name: 'Goulburn Station'
Particulars of Lease:
Tenure - Pastoral Lease
Term - 33 yrs from 1.8.56
Annual Rent - \$500.00
Crown Impts - Nil
Stock Limitation - 4235 sheep
in Lease
Present stock Limitation - 4,600 sheep (including not more than 2,200 breeding ewes) plus 40 breeding cows.

P.180

Lessee: KENNETH FARRAR PRESTON
Land: Sections 9 and 63, Block VI, Tiger Hill S.D. and Runs 565A and Pt Run 565 Tiger Hill, Cornside, Cairnhill Long Valley and Manor S.Ds
Area: 28,197-1-09.5 perches
Run Name: 'Galloway Station'
Particulars of Lease:
Tenure - Pastoral Lease
Term - 33 yrs from 1.7.57
Annual Rent - \$480.00
Crown Impts - Nil
Stock Limitation - 4,400 sheep
in Lease
Present stock Limitation - 5,500 sheep (including not more than 2,000 breeding ewes).

VALUATION OF FREEHOLD INTEREST: Ministry of Works approached the District Valuer who valued the two areas concerned as follows:

380 acres of P.147	\$400
30 acres of P.180	<u>30</u>
Total	\$430

~~These being the amounts required to purchase the freehold and lessees interest in these areas.~~ Field Officers agree with the values as fixed above.

FIELD OFFICER'S REPORT: By F.O. Curry - 20 September 1971

The effects of this proposal on the two Runs concerned are as follows:

P.147 - 380 acres being taken

Mr D.G. Small of Goulburn - 20893 acres - states that he will not be greatly disturbed by the proposed scheme. The area taken over by the Ministry of Works has been used as a holding paddock and as such has had a definite use to the Station. However, the Ministry of Works proposal is to do the following:

1. Fence the area off and subdivide it.
2. Construct a firebreak.

P.180 - 30 acres being taken

Mr K.F. Preston states that the loss of this area will not have any effect on the balance of his property (Galloway Station). The block is in native, fescue tussock and native inter-tussock species. He could not recall off-hand what compensation he was to receive but appears to be quite happy with the proposals. He is to receive \$220 compensation for his 30 acres.

The Ministry of Works will require grazing on the blocks during their work and so Small will still get some grazing. In addition \$2,150.00 is being paid to Small by way of compensation.

The country is in native tussock - fescue tussock giving way to snow tussock. The loss of a holding paddock is more of a loss than the actual grazing.

However, since he is still to get some grazing as well as compensation he is quite happy with the arrangement.

Confirms that both lessees are satisfied with the Ministry of Works proposals and no great hardship will be caused by the loss of this land from their runs. Mr Small, who is going to be most affected, is being adequately compensated. The assessment of the freehold interest at \$400 and \$30 respectively would be reasonable compensation for the taking of the lessor's interest.

Recommends that these proposals be effected at the amounts fixed.

Both S.F.O. Houghton and D.F.O. Aitken agree with the proposals.

C.P.L.O.
COMMENTS:

By C.P.L.O. Grogan - 21 October 1971.

The loss of this land would not appear to have any serious affect on the runs concerned.

SURVEY:

This to be undertaken by Ministry of Works.

PRESS RELEASE:

Not appropriate

PLANS:

Attached.

RECOMMENDATION:

1. That pursuant to ^{consent be given to the taking of} the Public Works Act 1928 the following areas ~~be taken~~ for soil conservation purposes:

- (a) 380 acres (being Pt P.147 at present occupied by D.G. Small) and
- (b) 30 acres (being Pt P.180 at present occupied by K.F. Preston)

Freehold interests to be purchased in the above areas have been fixed at \$400 and \$30 respectively payable in cash. No alterations to Annual Rents and Stock Limitations.

2. That D.G. Small be compensated to the extent of \$2,150 for the loss of the 380 acres above out of his Pastoral Lease, and K.F. PRESTON \$220 for his 30 acres by M.O.W.

DECISION:

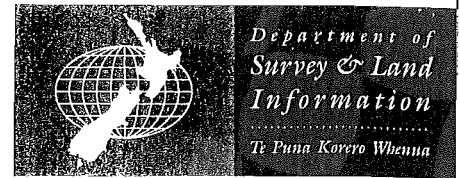
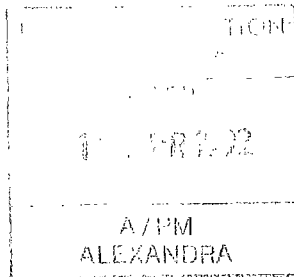
Assistant Commissioner of Crown Lands

/ /

Prepared by: *[Signature]*

Checked by: *[Signature]*

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tenure review due diligence from
file: P P180 Vol 1/2.



OFFICE OF CROWN LANDS

Our Reference: P180

Our Reference: 5200-03-04

Charles Fergusson Building
Bowen Street
CPO Box 170
Wellington
New Zealand
Phone 0-4-473 5022
Fax 0-4-472 2244

7 April, 1992

Managing Consultant
Landcorp
Box 27
ALEXANDRA

Dear Sir

CONSENT TO CONSERVATION COVENANT : GALLOWAY STATION

I refer to your letter of 31 January 1992.

I wish to advise that I have consented to the conservation covenant on the basis you recommended.

Yours faithfully

A handwritten signature in cursive script that reads "Gullen".

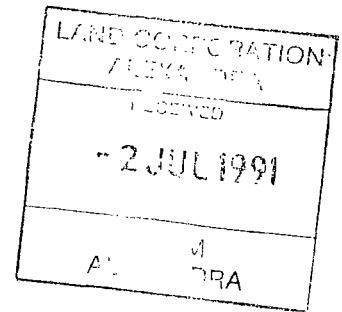
David Gullen
for **COMMISSIONER OF CROWN LANDS**

P 180

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tenure review due diligence from
file: P 180 Vol 5/820



CONSERVATION
TE PAPA ATAWHAI



1 July 1991

The Managing Consultant
Landcorp
Box 27
ALEXANDRA

Dear Sir

PNAP UPDATE

Danseys Report

- ① Geoff *swd*
- ② David
- ③ Copies on
40/6em
P 30
P 34
P 180

By the time you receive this, all the draft Danseys reports will have been delivered to the various landholders. By and large they were well received and the various options for protection were discussed along with any other issues. At this stage all the landowners are agreeable to field inspections and further discussions later in the year, when we can get out on the ground. A couple have indicated that they probably will not sign anything as they are keen to freehold at some stage and therefore do not wish to compromise any future bargaining.

A day was spent on Mt Dqsher as the manager, Tony Plunket, was doing some mustering out the back and invited me along. At this stage it is planned to make contact with John Wardell at Lake Hawea at some time in the future to discuss the RAP.

Negotiations have proceeded on Mt Stalker with B Groome, the manager, and his farm adviser. At this point, agreement has been reached in principle for two wetland/red tussock areas to be fenced and protected. Some fencing rearrangement is necessary and Department of Conservation will be responsible for this, along with any fence erections. Approval has been given for money to be spent on these RAPs. A draft conservation covenant has been sent to Mt Stalker to be passed on to the owner for comment. No further action will be undertaken until we hear back from the owner.

Manorburn

Galloway Station - negotiations have been successfully made with Andrew Preston on protection of the saline soil areas and the rare plants.

MAN 13 has been reduced in size and the front face above the Crawford Hills Road will be fenced to offer the best protection to the Lepidium plants. The road fence will hopefully be realigned with local council approval. It is also hoped to plant out some plants on this site in the spring. MAN 14 has been increased in size to encompass all of the saline soil areas and several other Lepidium sites. It is not envisaged that any fencing will occur, but the covenant will allow for fencing of portions of the area if monitoring indicates that it is necessary. Also the track through the RAP will be altered to reduced the possible tracking damage that can occur. Financial approval has been given and the covenant has yet to be sent out for final scrutiny, before signing.

On completion of these tasks we will write to you formally seeking your approval to enter into a covenant on both properties.

I trust that this brings you up to date on current issues.

Yours faithfully

A handwritten signature in black ink that reads "Mike Clare". The signature is written in a cursive, slightly slanted style.

Mike Clare
for Regional Conservator

P180

2P92

Copies on each Pse.

✱

Copies for purposes of OPL
sent to new address for guidance from
file: P180 Vols 103



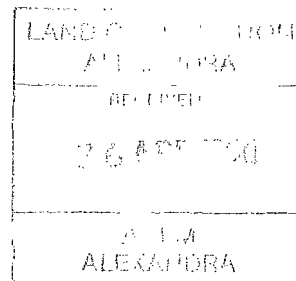
CONSERVATION

File: EMC 2/1/5
P92
MAN 11

Seatt
for your info.
✱

23 April 1990

Ken Taylor,
Managing Consultant,
Landcorp,
P.O. Box 27,
ALEXANDRA.



Dear Ken,

Manorburn PNAP Implementation

Work has commenced on implementation of the Manorburn report. To date most of those visited have been on freehold land. Two pastoral leases have been approached.

1. Andrew Preston - Galloway, has receptive in looking at a conservation covenant over the saline soil areas. To date a draft conservation covenant has been sent out for him to consider. I intend to follow this up soon and along with Andrew and Brian Patrick we hope we can define the boundaries on the ground.
2. Ralph Hore - Blackstone Hills. Initially not very receptive to any approach on PNA implementation. He did not question the values indicated and said he would ensure that the elements were informally protected. Mr Hore said that he was interested in freeholding his block and at that point he would perhaps be interested in doing some form of deal. He expressed interest in the conservation covenants we use on freehold land and I left him with a copy.

I have no doubt that given the right climate he will approach Landcorp and ourselves to do a deal.

Yours faithfully,

Mike Clare

Mike Clare,
for Regional Conservator.

CONSERVATION COVENANT

(Section 77 Reserves Act 1977)

BETWEEN PAMELA ALAYNE PRESTON of Galloway ROGER NORMAN MACASSEY
and TREVOR JOHN MASON of Dunedin
AND MINISTER OF CONSERVATION ("the Minister")
WHEREAS

A Section 77 of the Reserves Act 1977 provides that:

- i The Minister may agree with any owner or lessee of land that all or part of the land should be managed so as to preserve the natural environment or landscape amenity or wildlife or freshwater life or marine life habitat or historical value of the land.
- ii The terms of such agreement may be recorded in a Conservation Covenant which is registered against the title to the land or the lease so as to bind the land or the lease and its owner or lessee to the performance of the terms of the agreement, in perpetuity or for such other period as the parties may agree.

B The Landholders are registered as the Lessee of the land described in the Schedule ("the land") consisting of two underdeveloped saline soil sites with associated native flora and fauna.

C The Landholder and the Minister have agreed that the land be managed with the following conservation objectives:

- i Protecting and enhancing the natural character of the land with particular regard to the natural functioning of ecosystems and to the native flora and fauna in their diverse communities and dynamic inter-relationships with their earth substrate and water courses and the atmosphere.
- ii Protecting the land as an area representative of a significant part of the ecological character of the Manorburn Ecological District.
- iii Maintaining the landscape amenity values of the land.

NOW THEREFORE THIS DEED WITNESSES that in accordance with Section 77 of the Reserves Act 1977 the Landholder and the Minister **MUTUALLY COVENANT** that the land shall be managed for the purposes and objectives listed in recital C above, and in particular on the following conditions:

1 THE Landholders may graze the land to an extent consistent, in the opinion of the Minister, with the objectives of this Deed and will maintain all fences and gates on the land or its boundary in a good stockproof condition in order to facilitate proper grazing control.

2 THE Landholder will ensure that stock numbers are maintained within the existing limits within the RAP block, or such other stock numbers and stock types as may from time to time be agreed between the parties, subject however to clause 1.

3 THE Minister will establish fenced quadrat in order to determine what trends are occurring in the conditions of the native vegetation and the saline soils.

If an assessment over time determines that destocking of the area is desirable or it needs to be more tightly controlled, the Minister will meet full fencing costs of the two areas.

4 THE Landholder will, so far as is practicable:

- a Keep the land free from wilding pines gorse, broom, sweetbriar, and all other noxious plants and in particular shall comply with the provisions of, and any notices given under the Noxious Plants Act 1978.
- b Keep the land free from rabbits and vermin and in particular comply with the provisions of, and any notices given under, the Agricultural Pests Destruction Act 1967.
- c Keep the land free from rubbish and other unsightly or offensive material.

HOWEVER the Landholder may request assistance from the Minister in meeting these obligations if they impose a substantial burden in excess of the legal obligations that would have applied in the absence of this Deed.

5 (1) THE Landholder will not carry out nor allow to be carried out, without the Minister's prior approval:

- a The erection of any fence, building, structure or other improvements on the land whether for the Landholder's purposes or for other private or public purposes.
- b Any sowing of seed or topdressing on the land.
- c Any cultivation earthworks or other soil disturbance on the land.
- d Any tree planting on the land.
- e Any burning on the land.
- f Any prospecting or mining for minerals, coal or other deposit on or under the land.

- g Any stock access through the land and as far as practicable prevent stock congregations or camping.
- h In conjunction with the above (f) no supplementary feeding will occur with the RAP.

(2) THE Minister will have regard to the objectives of this Deed when considering any request for approval under this clause and will not unreasonably decline approval.

6 THE Minister may exercise his rights *to subject to any necessary licence application which conflicts with the objectives of this deed*

7 THE Landholder may permit members of the public access onto the land for purposes consistent with the objectives of this Deed and solely at his discretion on conditions that the Landholder may specify. That the Landholder allows the Minister to erect an appropriate sign(s) alongside the Crawford Road for interpretation purposes.

8 THE Landholder grants to the Minister and any officer or duly authorised agent of the Minister a right of access onto the land with or without vehicles motor vehicles machinery and implements of any kind for the purposes of examining and recording the condition of the land or for carrying out protection or maintenance work on the land consistent with the objectives set out in this Deed; HOWEVER in exercising this right the Minister and officers or agents of the Minister will consult with the Landholder in advance and have regard to all reasonable requests.

9 THE Minister will meet all survey and legal costs required to complete the registration of this Deed.

10 THE Minister will, in the event of wildfire upon or threatening the land, render assistance to the Landholder in suppressing the fire. This assistance will be at no cost to the Landholder; unless the Landholder was responsible for the wildfire through wilful action or negligence, including the case where the wildfire was caused by the escape of a permitted fire due to non-adherence to the conditions of the permit.

11 THE Minister may:

- a Provide to the Landholder from time to time and at any time upon request by the Landholder such technical advice or assistance as may be necessary or desirable to assist in meeting the objectives set out in this Deed.
- b Change individual conditions of this covenant by mutual agreement with the Landholder should there be any change in circumstances in the future.
- c Prepare, in consultation with the Landholder, a joint plan for the management of the land designed to implement the objectives of this Deed to the mutual satisfaction of the parties.

12 FOR the avoidance of doubt:

- a The covenants contained in this Deed shall bind the Landholder and the Landholder's heirs executors successors and assigns in perpetuity. On a renewal of the lease or if a new lease or fee simple title of the land is granted to the Landholder or the Landholder's heirs successors executors and assigns the terms of this Deed shall continue to apply.
- b The Landholder will not be personally liable in damages for any breach of covenant committed after he/she/it has parted with all interest in the land in respect of which such a breach occurs.
- c Where there is more than one owner of the leasehold or fee simple title to the land, the covenants contained in this Deed shall bind each owner jointly and severally.
- d Where the Landholder is a company the covenants contained in this Deed shall bind a receiver liquidator statutory manager or statutory receiver. Where the Landholder is a natural person this Deed shall bind the Official Assignee. In either case this Deed binds a mortgagee in possession.
- e The reference to any Act in this Deed extends to and includes any amendment to, or re-enactment of that Act.
- f Any notice required to be given in terms of this Deed shall be sufficiently given if made in writing and served as provided in Section 152 of the Property Law Act 1952 and shall be sufficiently given if actually received by the party to whom it is addressed or that party's solicitor.
- g Any notice required to be given by the Minister shall be sufficiently given if it is signed by the Regional Conservator, Department of Conservation, Dunedin. Any notice required to be served upon the Minister shall be sufficiently served if delivered to the office for the time being of the Regional Conservator, Department of Conservation, Dunedin.
- h Any dispute which arises between the Landholder and the Minister in any way relating to this Deed may be resolved by referring the dispute to an agreed third party for decision or by arbitration under the provisions of the Arbitration Act 1908.

DATED the

day of

19

SCHEDULE

Part of the land situated in the Land District of Otago containing 35 ha more or less, subject to survey being part of Run 565, Block 8 Tiger Hill Survey District.