

## **Crown Pastoral Land Tenure Review**

**Lease name : GALLOWAY STATION**

**Lease number : PO 180**

### **Due Diligence Report (including Status Report) - Part 8**

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**

51199

9.03 13.JUL.95 886763

PARTICULARS ENTERED  
LAND REGISTRY OF AUCKLAND  
ASST. LAND REGISTRAR



386/91

13D/269

13D/271

X14145

This Deed made this 1<sup>st</sup> day of

Between His MAJESTY THE KING (who together with his heirs and successors is hereinafter referred to as "His Majesty") of the one part and

HAROLD MEIN PRESTON of Galloway, Farmer

of the other part (who together with his heirs and successors is hereinafter referred to as the "Occupier") And whereas by section 274 of the Public Works Act 1928 it is provided that His Excellency the Governor-General may if he thinks fit by Order in Council authorize the Minister of Public Works (hereinafter called "the Minister") to construct maintain or control any water-supply works which are proposed to be constructed or which have been constructed out of funds provided by Parliament And whereas it is provided by Section 277 of the Public Works Act 1928 as amended by Section 7 of the Public Works Amendment Act 1935 that either before or after any Order in Council is issued authorizing the Minister to construct any water-race or water-supply works the Minister for and on behalf of His Majesty the King may enter into contracts with the owner or occupier of any land or the holder of any mining privilege for the supply of water from the works on such terms and conditions and for such consideration as the Minister thinks fit And whereas out of funds provided by Parliament water-supply works in the Otago Land

District (hereinafter called "the Galloway Irrigation Works" or "the said works") are proposed to be constructed or have been constructed And whereas by section 278 of the said Act it is provided that any agreement entered into by or on behalf of His Majesty and the owner or lessee of any land for the supply of water to that land from any works constructed under the authority of section 274 of the said Act shall when duly registered run with the land so as to bind every occupier of the land for the time being And whereas the said

HAROLD MEIN PRESTON

Insert "owner in fee-simple" or "lessee under [describing lease e.g., a lease in perpetuity dated the day of 19 1."

is the Lessee under Crown Lease described hereunder of all that parcel of land containing 27,314 acres 4 roods 32 perches more or less being

Runs 565 and 565A, Galloway Settlement and Sections 9 and 63, Block VI, Tiger Hill S.D. C/L 338/7

~~Subject to the encumbrances endorsed in the schedule hereto~~

(hereinafter called "the said land")

of which land 91 acres hereinafter called "the irrigable land" are in the opinion of the Minister capable of being benefited by water from the said works Now therefore it is hereby agreed by and between the parties hereto as follows that is to say:-

1. Water from the said works shall be supplied to the said land between the fifteenth day of September and the following thirtieth day of April for the term of twenty-one years from the fifteenth day of September, 1951 each such period from the fifteenth day of September in each year to the following thirtieth day of April being hereinafter referred to as a "season".

2. The normal supply of water provided for under these presents (hereinafter referred to as "the water" except where the context otherwise indicates) shall be supplied to and taken and used by the occupier of the said land in accordance with the provisions of these presents and of any regulations made from time to time by the Minister that are not in conflict with the rights given by these presents.

3. The amount of water to be so supplied taken and used in each season for each acre of irrigable land shall be -- two -- acre feet. Subject to not depriving other users of water due to them, the Minister may supply the water in such quantities and for such periods as the occupier may request. Whenever the Minister considers it necessary, water will be made available in rotation to the lands entitled thereto and the occupier shall then take water in such quantities and for such periods as the Minister may decide.

4. The price or rate which the occupier shall pay to His Majesty each season for said water for each acre of the irrigable land shall be as follows:-

Sixteen Shillings and Nine Decimal Threepence (16/9.3d.)

5. Such price or rate shall be payable by the occupier to the District Engineer of the Public Works Department at Dunedin or his appointee on the thirtieth day of April next following the commencement of the season.

6. If payment is made on the due date or within twenty-eight days thereafter then provided that all prior instalments have been paid and the occupier has duly observed and performed the agreements and stipulations contained in these presents and on his part to be observed or performed His Majesty will accept a sum calculated at the rate of ten-elevenths of the price or rate provided for in clause 4 hereof.

7. If default is made by any person in payment and such default is continued for the space of thirty days the same may be recovered from him as a debt due to the Crown.

8. If during any season owing to any cause the water-supply from the said works shall fail or become diminished so that it is impracticable to supply the quantity of water hereinbefore provided, no person shall by reason of any such failure or diminished supply have any claim to compensation or any right of action or other remedy against His Majesty, but the occupier shall be entitled to a reasonably proportionate reduction in or refund of the price or rate which he has paid or is required to pay for such water.

9. The water shall be delivered within or on the boundary of the said land in such position as the Minister determines and through a measuring device to be provided and maintained by the Minister and the occupier shall not alter or interfere with such measuring device or allow any person to do so. Nor shall the occupier take or attempt to take or allow any person under his control to take or attempt to take any water from the said works or from any dam pipe drain or race forming part thereof otherwise than through the measuring device or in any manner contrary to the regulations made from time to time by the Minister.

10. If the occupier so desires and such arrangement is approved by the Minister the whole or part of the water for the said land may be supplied through one or more pipes instead of through a measuring device but such pipe or pipes must be provided fixed in position and maintained by the occupier to the approval of the Minister or his appointee. The price for water delivered through any such pipe shall be at the same rates based on the quantity of water which such pipe can deliver on the assumption that it is discharging continuously throughout the whole of each season but these rates shall in no case be less than the amount if any previously paid by the occupier for a like supply.

11. The Minister shall have the right at any time and from time to time without being deemed to commit a trespass and without payment of compensation to enter upon the said land and thereon to lay construct maintain repair or reconstruct races drains and all other works which the Minister deems necessary for the supply of water to the said land or to any other land and to gauge or otherwise determine the quantity of water used by the occupier and to view the condition of such pipes races and works and any measuring device on the said land.

12. In the event of the occupier committing any breach of these presents the Minister may without payment of any compensation to the occupier or any other person cut off the water from the said land and remove the measuring device and thereafter no person shall be entitled to be supplied with any further water for the said land from the said works until such time as such breach has been made good to the satisfaction of the Minister but the occupier shall nevertheless remain liable for all moneys then due by him to His Majesty and the same may be immediately sued for as a debt due to the Crown.

13. The Minister may at any time and from time to time validly delegate any power or discretion which by virtue of these presents may be exercised by him to any person or persons and the exercise of any such power or discretion by any such person shall be deemed to be a valid exercise thereof by the Minister.

14. This agreement shall not bind His Majesty to construct any works or to supply any water to the consumer except in pursuance of an Order in Council issued under the said Public Works Act 1928.

15. This agreement shall be subject to the provisions of the Public Works Act 1928 and the amendments thereof with respect to agreements for the supply of water and shall be registered and run with the said land accordingly and shall bind every occupier of the said land or any part thereof in manner provided by the said Act and the amendments thereof. The term "occupier" as used in this agreement shall mean the occupier for the time being of the said land or any part thereof within the meaning of the said Act.

16. (a) If in any season a greater quantity of water is available than that provided in clause 3 hereof or if water is available before the commencement or after the end of any season and the occupier desires to take such extra water then in any such case he shall pay for such extra water at the rate of ----- 2/2.4d. ----- per acre foot such payment to be added to the annual payments provided for by clauses 4 and 6 hereof and such supply to be otherwise subject to the general provisions of this Agreement.

~~16. (b) If in any season a greater quantity of water is available than that provided for in clause 3 hereof or if water is available before the commencement or after the end of any season and the occupier desires to take extra water, he shall receive free of charge a part thereof bearing to the quantity of extra water available approximately the same proportion as the area of his irrigable land bears to the area of all lands irrigated by the said works.~~

*Handwritten notes:*  
H.M.I.  
B.P.

17. The price or rate provided for in clause 4 hereof shall be payable by the occupier to His Majesty whether or not the occupier takes the water during any and every season that such water is available and notwithstanding that the water-supply may be cut off from the land of the occupier under the provisions of clause 12 hereof the occupier shall remain liable for payment to His Majesty of such price or rate during any such period or periods that the water-supply may be so cut off and it is agreed and declared that the liability of the occupier for such period or periods is for and on account of liquidated damages and not by way of penalty.

18. The occupier in common with other occupiers who shall at the time be bound by agreements with His Majesty, shall in times where there is a full demand for all of the water available, receive supplies in preference to all purchasers not bound by agreements.

In witness whereof the parties hereto have hereunto set their hands on the day and year first above written.

Signed for and on behalf of His Majesty by JAMES CAMPBELL, WIE 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.

*Handwritten signature:* J. Campbell

in the presence of--  
Witness: *F. M. Gillespie*  
Address: *Dunedin*  
Occupation: *Clerk to Ministry of Works*

Signed by the said HAROLD MEIN PRESTON

*Handwritten signature:* Harold Mein Preston

in the presence of--  
Witness: *[Signature]*  
Address: *[Address]*  
Occupation: *[Occupation]*

Mortgage Number 454  
Mortgage Number 565  
*[Handwritten notes]*

714145  
DISCHARGED  
13 JUL 1995  
338  
386/91  
1301209  
211

200 April 52. CONSENT OF

*M. Lawton*  
the Asst. of the land described in the foregoing agreement do hereby confirm the said agreement and agree with His Majesty the King to be bound thereby.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19

Signed by the said \_\_\_\_\_  
in the presence of-- \_\_\_\_\_



CONSENT OF MORTGAGEE

I \_\_\_\_\_ of the mortgagee of the land described in the foregoing agreement do hereby confirm the said agreement and agree with His Majesty the King to be bound thereby.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19

Signed by the said \_\_\_\_\_  
in the presence of-- \_\_\_\_\_

CONSENT OF MORTGAGEE

I \_\_\_\_\_ of the mortgagee of the land described in the foregoing agreement do hereby confirm the said agreement and agree with His Majesty the King to be bound thereby.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19

Signed by the said \_\_\_\_\_  
in the presence of-- \_\_\_\_\_

in the presence of --  
*J. M. Gillespie*  
*E. McInnes*  
*Clark to Ministry of Works*

I hereby certify that the within agreement is a duplicate of the irrigation agreement dated this 1st day of April 1952, between Her Majesty the Queen and Harold Mein Preston of Galloway, Farmer, affecting Runs 565 and 565A, Galloway Settlement and Sections 9 and 65, Block VI, Tiger Hill.  
DATED at DUNEDIN this 1st day of April 1952.

SIGNED by JAMES CAMPBELL COWIE for and on behalf of Her Majesty the Queen pursuant to an authority dated 8th day of March 1949 under Section 15 of the Public Works Amendment Act 1948.

CDE_S15 - Request Manual Copy		X	
Document Type	Instrument	Request Id	23430
Reference Number	K17917	User Id	dabercrombiedu
Land District	Otago	Request Date	29/10/2001 09:56:14
Method of Delivery	Post	Client Reference	dabercrombiedu
Requested By		Status	Pending
<input type="checkbox"/> Certified Copy			
Comments	Galloway		
Delivery Details			
Firm	Abercrombie & Assoc. Ltd		
Primary Contact	Mr David Abercrombie		
Street	P O Box 5056		
Town	Dunedin		
Country	New Zealand		
Postcode	9001		
Fax Number	03 471 9455		
Fees...		OK	Cancel

X17917

PARTIAL SURRENDER.

We, HAROLD MEIN PRESTON and KENNETH FARRAR PRESTON, both of Galloway, in the Land District of Otago in the Dominion of New Zealand, Farmers, being registered as licensees in all those pieces of land containing by admeasurement 27,314 acres 1 rood 32 perches, more or less, being Sections 9 and 63 Block VI, Tiger Hill Survey District situated in Galloway Settlement, and Runs 565 and 565A Tiger Hill, Cairnside, Cairnhill, Long Valley and Manor Survey Districts and being all the land comprised and described in Pastoral Run Licence No. 2004 registered in Register Book Volume 338 Folio 7 (Otago Registry) DO HEREBY SURRENDER unto Her Majesty the Queen as from the fifth day of April, 1956, and without any reduction in annual rent all our right title and interest in that portion of the said land containing by admeasurement 3 acres 0 roods and 11.5 perches more or less and being part Run 565 Block ~~VIII~~ VII, Tiger Hill Survey District, as shown on the plan drawn hereon and thereon edged red.

IN WITNESS WHEREOF We have hereunto subscribed our names this fifth day of July 1956.

Signed by the said Harold Mein Preston as licensee in the presence of

Witness: R. Gayer  
Occupation: Partnership  
Address: Alexandra

H. M. Preston  
Licensee.

Signed by the said Kenneth Farrar Preston as licensee in the presence of

Witness: R. Gayer  
Occupation: Partnership  
Address: Alexandra

K. F. Preston  
Licensee.

SURRENDER ACCEPTED.

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

Witness: J. E. Kennedy  
Occupation: Chief Clerk Land Survey Department  
Address: Dunedin

J. E. Kennedy  
Commissioner of Crown Lands.

For Mortgagees' consent see next page.

*J. E. Kennedy*



RELEASED UNDER THE OFFICIAL INFORMATION ACT

I, HAROLD LEIN PRESTON, Mortgagee under Memorandum of Mortgage No. 103710, hereby consent to the within written partial surrender.

Dated this fifth day of July 1956.

Signed by the said Harold Lein Preston as Mortgagee in the presence of -

Harold Lein Preston  
Mortgagee

Witness: W. Keyes

Occupation: Postmaster

Address: Alexandria

TELEGRAPHIC ADDRESS:  
"LAN"

JEK: BWP



In your reply

PR.2004

please quote.

DEPARTMENT OF LANDS AND SURVEY

District Office, P.O. Box 896,  
Dunedin C.1,  
8th August, 1956.


The District Land Registrar,  
DUNEDIN.

Partial Surrender ; PR.2004.

...

With reference to the attached partial surrender I have to advise that the land is being surrendered in order that it can be set apart under the Public Works Act for irrigation purposes.

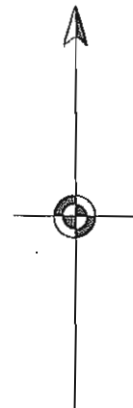
Encl:

  
J.M. Macdonald,  
Commissioner of Crown Lands.

*Pt. Run 565*

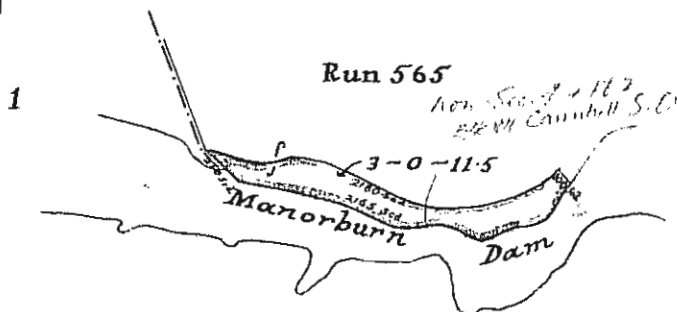
*Tiger Hill S.D.*

*Scale: 8 Chains to an Inch  
x d. 1/4.*



**CAIRNHILL S.D. TIGER HILL S.D.**

**VII**



RELEASED UNDER THE OFFICIAL INFORMATION ACT



MWP\_0013863

17917

Office of the Registrar-General  
No. 338 Tel. 7

8th day of August 19 56  
1.38 o'clock.  
*W. Shaw*  
Asst. Land Registrar.



13116 ✓

Not Registered under Land Transfer  
Land Act, 1948

<b>LAND &amp; DEEDS</b>	
Nature:	<i>X. Part. Surrender</i>
Firm:	<i>C. Chang</i>
Date:	8 AUG 1956
Time:	1.38.
Fee:	
Abstract No.:	

CDE_S15 - Request Manual Copy		X	
Document Type	Instrument	Request Id	23431
Reference Number	18419	User Id	dabercrombedu
Land District	Otago	Request Date	29/10/2001 08:56:50
Method of Delivery	Post	Client Reference	dabercrombedu
Requested By		Status	Pending
<input type="checkbox"/> Certified Copy			
Comments	Galloway		
Delivery Details			
Firm	Abercrombie & Assoc. Ltd		
Primary Contact	Mr David Abercrombie		
Street	P O Box 5056		
Town	Dunedin		
Country	New Zealand		
Postcode	9001		
Fax Number	03 471 9455		
Fees...	OK		Cancel

X18419

TELEGRAPHIC  
"LANDS."  
MESS:



In your reply

1/18

please quote.

DEPARTMENT OF LANDS AND SURVEY.

District Office, P.O. Box 2211,  
Wellington, 1957.

The District Land Registrar,  
Dunedin.

5-FEB-1957  
RECEIVED

Consolidation of Titles

I should be pleased if you would be good enough to send the instruments of title shown on the attached schedule, pursuant to the provisions of Section 42 of the Land Act, 1947.

*J. Macdonald*  
District Land Registrar

Encl.:

RELEASED UNDER THE OFFICIAL INFORMATION ACT

	Ref. Reg. No.	Purpose.	D. O. File.	H. O. File.
	Certificate of Title 74/29			
	Certificate of Title 3/20			
	Certificate of Title 61/139			
	Certificate of Title 61/138			
	Certificate of Title 163/216	Galloway Settlement.	X/3/1	8/9/124
	Certificate of Title 5/22			
	Certificate of Title 3/19			
	Certificate of Title 3/23			
	Certificate of Title 3/26			
1566	Certificate of Title 185/111			
	Certificate of Title 171/298			
	Crown Grant 47/4			
	Certificate of Title 143/205			
	Certificate of Title 143/145	Gladbrook Settlement	IV/18/141	21/81
	Crown Grant 47/12			
	Crown Grant 64/71			
	Crown Grant 73/187			
	Certificate of Title 7/154			
	Certificate of Title 7/153			
	Certificate of Title 91/138			
	Certificate of Title 143/144			
	Crown Grant 23/72			
	Crown Grant 13/151			
	Crown Grant 4/210			
	Crown Grant 4/27			
	Crown Grant 6/44			
	Crown Grant 3/248			

X  
18419  
61481X

RELEASED UNDER THE OFFICIAL INFORMATION ACT

		Ref. Reg. No.	Purpose.	D.O. File.	H.O. File.
		<i>29. 44/169 + 132/259</i>			
	Certificate of Title	74/29			
	Certificate of Title	3/20			
	Certificate of Title	61/139			
	Certificate of Title	61/138			
	Certificate of Title	168/216	Galloway	X/3/1	8/9/124
	Certificate of Title	3/22	Settlement.		
	Certificate of Title	3/19			
	Certificate of Title	3/23			
	Certificate of Title	3/26			
1506	Certificate of Title	185/111			
	Certificate of Title	171/298			
	Crown Grant	47/4			
	Certificate of Title	143/208			
	Certificate of Title	143/145	Gladbrook	IV/18/141	21/81
	Crown Grant	47/12	Settlement		
	Crown Grant	64/71			
	Crown Grant	73/187			
	Certificate of Title	7/154			
	Certificate of Title	7/153			
	Certificate of Title	91/138			
	Certificate of Title	143/144			
	Crown Grant	23/72			
	Crown Grant	13/151			
	Crown Grant	4/210			
	Crown Grant	4/27			
	Crown Grant	6/44			
	Crown Grant	3/245			



RELEASED UNDER THE OFFICIAL INFORMATION ACT

	Ref. Reg. No.	Purpose.	D.O. File.	H.O. File.
Conveyance	83481	Duncan Sett.	IV/32	19275
Certificate of Title	44/169			
Crown Grant	12075			
Crown Grant	12076			
Crown Grant	29836			
Crown Grant	27980			
Crown Grant	25425			
Crown Grant	31088			
Mortgage	46160			
& Receipt	69665			
Mortgage	68686			
& discharge	69666			
Mortgage	27868			
& discharge	29944			
Conveyance	34122			
Mortgage	17190			
& discharge	27866			
Conveyance	27867			
Conveyance	65197			
Conveyance	69667			
Mortgage	69668			
& Receipt	83479			
Mortgage	77751			
& Receipt	79226			
Mortgage	79227			
& Receipt	83480			
Mortgage	34123			
& discharge	46159			
Memo. of Lease	-			

1285 Certificate of Title 132/259 St Helens Sett. IV/50 19285

~~1327 Certificate of Title 130/133 } Kurow Sett. IV/16 19376~~  
~~Certificate of Title 122/79 }~~  
~~Certificate of Title 141/275 }~~

X 18419



LAND & DEEDS	
Nature:	<i>Transfer</i>
Firm:	<i>W. G. &amp; Co.</i>
5-FEB 1957	
Time:	<i>10</i>
Fee: £	<i>no fee</i>
Abstract No.	<i>2</i>

CDE_S15 - Request Manual Copy		X	
Document Type	Instrument	Request Id	15962
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~~

~~But~~

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 26<sup>th</sup> day of November 19 64.

Signed by IAN ERIC HURRELL  
in the presence of

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

Witness: *K. Farrar*  
Address: *Ministry of Works Dunedin.*  
Occupation: *Carriage Clerk*

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Compensation Certificate No.

Correct for the purposes of the Land Transfer Act.

Particulars entered in the Register Book,

Vol. 386, folio 91, the

of 7 DEC 1964 19, at 10:55 o'clock.

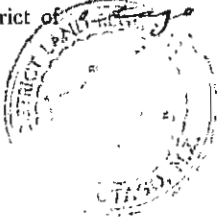


MWP\_0011925

*[Signature]*  
Authorised Officer.

*BE Hayes*  
Assistant District Land Registrar.

of the District of *[Signature]*



*614562/1 - 14/5/64 as to Dist  
- 565 (area 136 ha) 14-5-1964  
at 10:59am*

*[Signature]*  
B L 12

LAND & DEEDS
Name <i>Comp. Cert</i>
Plan <i>MOR</i>
Date <i>27 DEC 1964</i>
Time <i>10:55</i>
Fees <i>£</i>
Abstract No. <i>83</i>

District Solicitor,  
Ministry of Works Office,

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/License 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/License 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/license 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/license 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/license entitling the lessor/licensee to exercise all or any of the powers conferred upon her by the said lease/license in such circumstances.

2. Save as hereby expressly varied all the covenants conditions and restrictions contained or implied in the said Memorandum of Lease/License 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: Chief  
Address: Land & Survey Dept. Dunedin

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

K. F. Preston  
Lessee/Licensee

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



**CDE\_S15 - Request Manual Copy** [X]

Document Type	Instrument	Request Id	24169
Reference Number	349019	User Id	dabercrombiedu
Land District	Otago	Request Date	02/11/2001 09:00:45
Method of Delivery	Post	Client Reference	dabercrombiedu
Requested By		Status	Pending

Certified Copy

Comments: Galloway

Delivery Details

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

Fees... [OK] [Cancel]



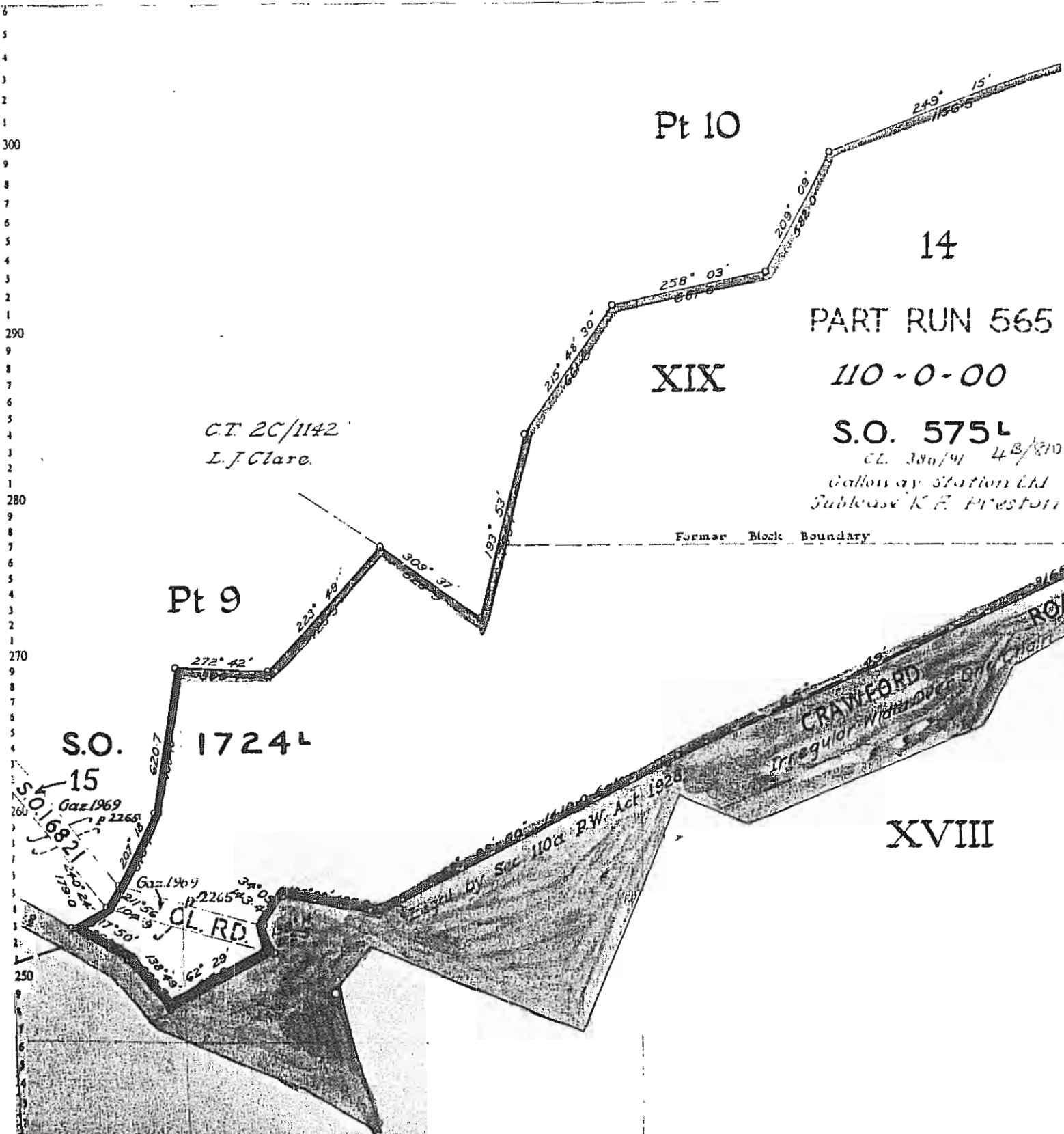
The District Land Registrar,  
DUNEDIN

Please note the following alternations to descriptions.  
A copy of the relevant plan is forwarded herewith.

<u>Former Description</u>	<u>New Description</u>	<u>S.O. Plan</u>
Closed road Block XVIII	Section 14 Blk XIX Tiger Hill Survey District.	16822
Tiger Hill Survey District & Part Run 565 Blks XVIII & XIX Tiger Hill Survey District.	Area 110.0.00. <sup>0</sup>	

Part Run 565 CL 386/91 to be surrendered and disposed of with  
closed road as Section 14.

R. C. Petre  
Chief Surveyor  
Per: *R. Petre*



CT 2C/1142  
 L.J. Clare.

PART RUN 565  
 110-0-00  
 S.O. 575L  
 CL. 380/91 4B/210  
 Galloway Station L.H.  
 Sublease K.E. Preston

S.O. 1724L

S.O. 15

Gaz. 1969 p. 2265  
 S.O. 1582

Gaz. 1969 p. 2265  
 CL. RD.

Surveyor's Report

see file folder 29

Index Description

Closed Road, Blk. XVIII

& Part Run 565 Blks. XVIII & XIX.

Received 20-5-69 *AK/psk*  
 File DAF/162  
 Instructions  
 Reference: Plans SCV. 1327. 375L  
 172L

Plan of Sec. 14  
 Survey Block & District Block XIX Tiger Hill S.D.

#4#00

13

C.T B2/200  
A.F. Richardson

1900 Lines  
North of Tig M

S.O. 13197

14

PART RUN 565

110-0-00

S.O. 575L

CL 300.91 43/510  
Stationary Station LM  
Sublease K.E. Preston

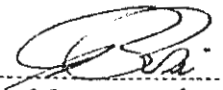
Former Block Boundary

100 South



XVIII

2100 South

Approved As to compilation.....  
  
Chief Surveyor 21/11/16

Plan of Sec. 14  
Block XIX Tiger Hill S.D.  
Local Authority Vincent County Council

349019

RELEASED UNDER THE OFFICIAL INFORMATION ACT

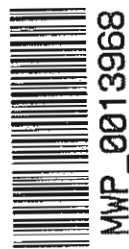
ARTICULARS ENTERED IN THE REGISTER-BOOK

VOL 6/91-0110 Indexed

DEC 1969

AT O'CLOCK.

Assistant Land Registrar  
DIALO



LAND & DEEDS	
Nature:	<i>R/Ann</i>
Firm:	<i>Lands &amp; Survey</i>
Date:	<i>1 DEC 1969</i>
Time:	<i>121 pm</i>
Folio:	<i>1</i>
Page:	<i>16</i>

**CDE S15 - Request Manual Copy** [X]

Document Type	<input type="text" value="Instrument"/>	Request Id	<input type="text" value="15964"/>
Reference Number	<input type="text" value="356010 SL"/>	User Id	<input type="text" value="dab@rcrombie.co"/>
Land District	<input type="text" value="Otago"/>	Request Date	<input type="text" value="27/08/2001"/>
Method of Delivery	<input type="text" value="Post"/>	Client Reference	<input type="text" value="dab@rcrombie.co"/>
<input type="checkbox"/> Certified Copy		Status	<input type="text" value="Pending"/>

Delivery Details:

Firm	<input type="text" value="Abercrombie &amp; Assoc. Ltd"/>
Street	<input type="text" value="P O Box 5055"/>
Town	<input type="text" value="Dunedin"/>
Country	<input type="text" value="New Zealand"/>
Postcode	<input type="text" value="9001"/>
Fax Number	<input type="text" value="03 471 9455"/>

Fees: [OK] [Cancel]

RELEASED UNDER THE OFFICIAL INFORMATION ACT

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. Hallgren*.....

Occupation: *Clark, Lands and Survey Dept.*

Address: *Dunedin*.....

*[Signature]*  
\_\_\_\_\_  
Assistant 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: Alameda

K. F. Preston

Lessee and Mortgagee

CORRECT for the purposes of the Land Transfer Act.

[Signature]

Assistant Commissioner of Crown Lands.



The Comm.  
P.O. Box

③

LAND & DEEDS	
Nature:	<i>Pt Surrender of lease</i>
Firm:	<i>C.C. Lands</i>
11 JUN 1970	
Vol:	<i>239</i>
Page:	<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.

  
C.C. Kennelly

0 HB/810 received on 1/7/70  
akb.  
/7.

25  
01 1920

~~SURRENDER~~  
~~DISCHARGE~~

Provisions entered in the Real Estate  
Vol. 386 fol. 91

11 JUN

at 230 block.  
W



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

CDE S15 - Request Manual Copy			
Document Type	Instrument	Request Id	15965
Reference Number	358308 AG	User Id	dabercrombiedu
Land District	Otago	Request Date	27/09/2001
Method of Delivery	Post	Client Reference	dabercrombiedu
<input type="checkbox"/> Certified Copy		Status	Pending
Delivery Details:			
Firm	Abercrombie & Assoc. Ltd		
Street	P O Box 5055		
Town	Dunedin		
Country	New Zealand		
Postcode	9001		
Fax Number	03 471 9455		
Escal.		OK	Cancel

RELEASED UNDER THE OFFICIAL INFORMATION ACT

OTAGO CATCHMENT BOARD

THIS AGREEMENT made the 20<sup>th</sup> day of February 1970  
BETWEEN the OTAGO CATCHMENT BOARD duly constituted under the  
Soil Conservation and Rivers Control Act 1941 (hereinafter called  
"the Board") of the one part and GALLOWAY STATION LTD.

of ALEXANDRA, R.D. (hereinafter with his executors,  
administrators and assigns called "the Owner") of the other part

WHEREAS the Owner is the owner/lessee of that parcel of land  
described in the First Schedule hereto (hereinafter referred to as  
"the said land")

AND WHEREAS it has been agreed by and between the Owner and the  
Board that certain works described in the Conservation Plan set  
out in the Second Schedule hereto (hereinafter called "the works")  
be carried out for the control of erosion and the conservation of  
the soil on the said land and also to facilitate greater  
production on the said land AND WHEREAS the Board has agreed  
pursuant to Section 30 of the Soil Conservation and Rivers Control  
Act 1941 to make certain grants by way of subsidy to the Owner in  
respect of the works

AND WHEREAS the parties hereto desire to enter into a Land  
Improvement Agreement under subsection (3) of Section 30 and under  
Section 30A of the Soil Conservation and Rivers Control Act 1941

AND WHEREAS the terms of this Agreement as hereinafter set out  
have been approved by the Soil Conservation and Rivers Control  
Council NOW THEREFORE the parties hereto do hereby covenant and  
agree one with the other as follows:

1. IN consideration of the premises and of the covenants herein-  
after contained and on the part of the Board to be observed and  
performed the owner will during the next FIVE years carry out the  
works in accordance with the Conservation Plan and the Specifications  
described therein.

2. IN consideration of the premises and of the covenants  
hereinafter contained and on the part of the Owner to be observed  
and performed the Board will at its own expense subsidise the work

out by the Owner in accordance with the Conservation Plan set out in the Second Schedule hereto and according to the specifications therein in the proportions described in the aforementioned Conservation Plan.

3. UPON completion of any item of work referred to in the Second Schedule to the satisfaction of the Board the Board shall pay to the Owner the subsidy shown therein as payable in respect of that item.

4. THE Owner shall keep and maintain in good condition to the satisfaction of the Board the works and the areas affected by the Conservation Plan, for a period of 10 years after completion of the works, and should some of the works consist of tree planting then he will not for the same period cut down any trees so planted except with the prior consent of the Board.

5. THE Owner shall when required supply all necessary information and data to the Board to enable it to compile grazing and production records of the said land as a means of evaluating the benefit derived from the Conservation Plan.

6. IT is agreed by the parties hereto that the Conservation Plan may be modified from time to time by agreement in writing between the parties.

7. THE Board shall and will during the term of this Agreement which shall continue for 10 years after completion of the works provide the technical advice and assistance of its Soil Conservators and other officers in connection with the Conservation Plan.

8. THE Owner shall and will grant full power and authority to the Board, its Soil Conservators, Surveyors, Engineers, Employees, Workmen, Agents, Servants and Invitees with or without horses, carts, motor cars, trucks and other vehicles from time to time and at all times during the period of this Agreement to enter and remain upon such portions of the said land as may be necessary for the purpose of inspecting the progress and observing the results of the works and measures specified in the Conservation Plan or of carrying out any tests, surveys, bores or other works in

9. IF the Owner shall make default in the observance of any covenant on his part hereinbefore and such default shall continue for a period of 30 days after written notice thereof has been served on the Board setting out the nature of such default and the Owner to remedy the same then the Owner shall within 10 days of demand being made on him by the Board pay to the amount expended by the Board on the works up to the amount of such default and such amount shall be recoverable from the Board in accordance with the provisions of Section 30 of the Soil Conservation and Rivers Control Act 1941.

10. IT is hereby agreed by and between the parties to this Agreement is a Land Improvement Agreement under subsection 30 of Section 30 of the Soil Conservation and Rivers Control Act 1941 and that all the provisions of Section 30A of the Act apply to this Agreement.

11. IT is also hereby agreed by and between the parties to this Agreement that the Owner will erect further fencing totalling 300 chains within the 5 year period without assistance from the Soil Conservation and Rivers Control Council, to further subdivide the blocks.

12. IT is hereby agreed that the Owner shall spell the blocks in turn (including spelling after seeding) and shall rotate the blocks on a rotational basis the remainder of the blocks.

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RELEASED UNDER THE OFFICIAL INFORMATION ACT

THE FIRST SCHEDULE

C.T. 386/91 - Pastoral Lease P.180 - 33 years from 1st July 1957.

Sections 9 and 63, Block VI, Tiger Hill Survey District and  
Runs 565 and 565A, Tiger Hill, Cairnside, Cairnhill, Lowy Valley  
and Manor Survey Districts -

28,307 acres 1 rood 09.5 perches

THE SECOND SCHEDULE

	<u>Estimated Cost</u>	<u>Subsidy Rate</u>
600 chains Conservation Fencing	9,000	2 : 3
200 acres Sodseeding	680	1 : 1
1000 acres Aerial Oversowing	3,600	1 : 2
8% Soil Conservation Fee	1,078	As applicable to appropriate work
	<u>\$14,558</u>	

IN WITNESS whereof these presents have been executed on the day and year first before written.

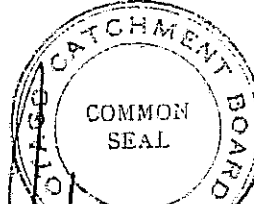
I, Galloway Station Ltd the Owner herein do hereby bind myself and my successors in title to perform and observe the terms and conditions of this Agreement.

The Common Seal of the said Galloway Station Ltd as Owner was hereby affixed in the presence of:

Galloway Station Ltd  
per H. S. Packer  
Managing Director

Galloway Station Ltd  
\_\_\_\_\_

The Common Seal of the Otago Catchment Board was hereunto affixed in pursuance of a resolution of the Board in the presence of:

  
\_\_\_\_\_  
Chairman  
\_\_\_\_\_  
Secretary

I, John H. Green of Dunedin, Secretary to the Otago Catchment Board DO HEREBY CERTIFY that the within written Agreement is one that is capable of registration and I do hereby apply for the registration of the said Agreement against the land above described in accordance with the provisions of Section 30A of the Soil Conservation and Rivers Control Act 1941.

John H. Green  
Secretary  
1951/12/30

358308

LAST ENTERED IN THE BOOK  
VOL. 386 FOLIO 91

30 JUL 1970

AT 10:44



614582/1 surrounds estate  
part run 565 (area 136ha)  
14.5.1984 at 10.59am

*[Handwritten signature]*



MWP\_0011923

<b>LAND &amp; DEEDS</b>	
Nature:	<i>Agreement</i>
Firm:	<i>Chapman &amp; Gledhill</i>
30 JUL 1970	
Time:	<i>10:44</i>
Address/No:	<i>48</i>