

## **Crown Pastoral Land Tenure Review**

**Lease name : GLEN LYON**

**Lease number : PT 007**

### **Due Diligence Report (including Status Report) - Part 3**

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.

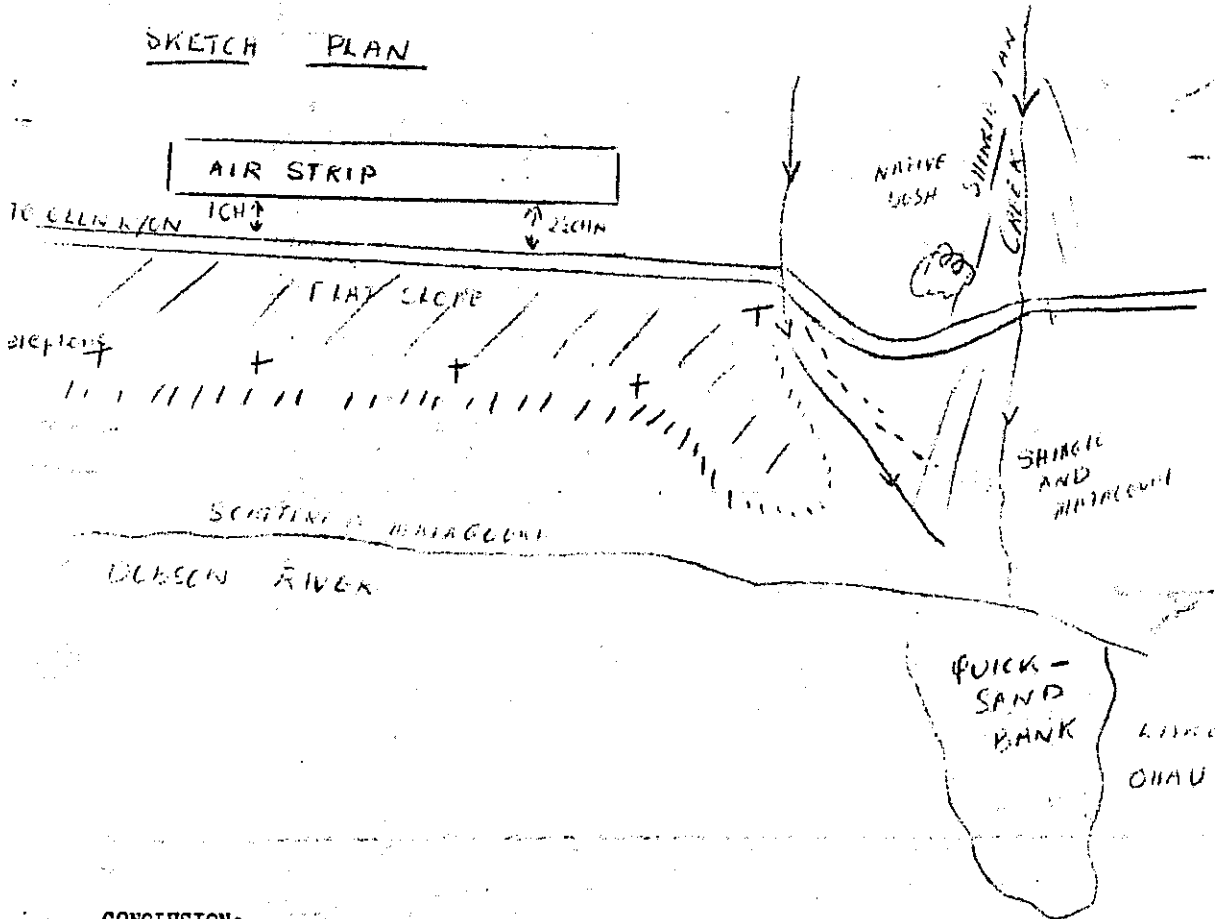
The report attached is released under the Official Information Act 1982.

**April 09**

**APPENDIX 7**

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SKETCH PLAN



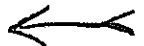
CONCLUSION:

I am not sure what this Department's policy is on applications of this sort. I would assume that as the application is being made by the runholder that a more liberal view will be taken. Already on Glen Lyon Station there is one unauthorised hut or bach which could be either on Glen Lyon or on the 1 chain Crown Reserve above mean high water level Lake Ohau. (This hut is being reported on in a separate report which will follow).

I understand that the Mackenzie County Council have no control of subdivision over 10 acres, but anything under requires the Council's approval. The County Clerk suggests 5 acres and he does not see the County objecting to Wigley's proposal, as some time back they approved a similar subdivision.

As I see it at this stage Mr Wigley wants approval to go ahead with his proposal in this locality.

Provided he meets all costs then I would recommend approval subject to him advising the Crown at a later date of the exact location.



ENCL: ~~Serial~~ Photo 2715A/30  
Please Return

*[Signature]*  
Field Officer.

**KNIGHT FRANK (NZ) LIMITED**

**Appendix A**

This report has been prepared on the instruction of Land Information New Zealand in terms of the contract number 50178 dated September 1999 and is undertaken for the purposes of the Crown Pastoral Leases Act 1998.

<b>LAND STATUS REPORT for GLEN LYON</b>				<i>[LIPS ref 12763]</i>
<b>Property</b>	<b>1</b>	<b>of</b>	<b>1</b>	

<b>Land District</b>	Canterbury
<b>Legal Description</b>	Part Run 315, Glen Lyon situated in Blocks XVI & XVII Mueller Survey District, Blocks III, VI, IX, X, XIII and XIV, Ward Survey District, Blocks I, II, V, VI, IX, X, XIII and XIV, Tasman Survey District Blocks III, IV, VII, VIII, XII and XVI, Hopkins Survey District, Blocks I, II and V, Pukaki West Survey District, Blocks III and IV Campbell Survey District and Rural Section 39779 situated in Block XVI Hopkins Survey District.
<b>Area</b>	31800.0000 hectares
<b>Status</b>	Crown Land subject to the Land Act 1948.
<b>Instrument of lease</b>	Pastoral Lease 529/12 pursuant to Section 66 as registered under Section 83 Land Act 1948.
<b>Encumbrances</b>	Subject to part IVA of the Conservation Act 1987 upon disposition.
<b>Mineral Ownership</b>	Minerals remain with the Crown as the land has never been alienated since its acquisition for Settlement purposes from the former Maori owners under the Kemp purchase in 1848.
<b>Statute</b>	Land Act 1948 & Crown Pastoral Land Act 1998.

<b>Data Correct as at</b>	20 October 1999
<b>[Certification Attached]</b>	Yes

<b>Prepared by</b>	Murray Bradley <i>[Signature]</i>
<b>Crown Accredited Agent</b>	Knight Frank (NZ) Limited

*see also p 103*

**KNIGHT FRANK (NZ) LIMITED**

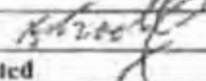
**Appendix B**

This land status report has been prepared on the instruction of Land Information New Zealand in terms of the contract number 50178 dated September 1999 and is undertaken for the purposes of the Crown Pastoral Leases Act 1998.

<b>LAND STATUS REPORT for GLEN LYON</b>		[LIPS ref 12763]
<b>Property</b>	<b>1 of 1</b>	

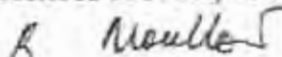
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<b>Data Correct as at</b>	20 October 1999
<b>[Certification Attached]</b>	Yes

<b>Prepared by</b>	Murray Bradley 
<b>Crown Accredited Agent</b>	Knight Frank (NZ) Limited

**Certification:**

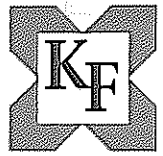
Pursuant to section 11(1)(1) of the Survey Act 1986 and acting under delegated authority of the Surveyor-General pursuant to section 11 (2) of that act, I hereby certify that the land described above is, Crown Land subject to the Land Act 1948



Date 27 / 10 / 1999

R Moulton, Chief Surveyor  
Land Information New Zealand, Christchurch

**Knight  
Frank**



**File Ref : LINZ (LIPS) 12763**

4th Floor, Knight Frank House  
76 Cashel Street, Christchurch  
Telephone: (03) 379 9787  
Facsimile: (03) 379 8440

## CERTIFICATE OF AUTHORISATION

**PROPERTY ADDRESS: GLEN LYON - LAKE OHAU - CANTERBURY.**

### ASSURANCE

**Knight Frank (NZ) Limited** gives an assurance that the documents attached to this certificate are in order for signature.

The decision when made will comply with the following statutory requirements:

- The New Standards & Guidelines Manuals CCPO: Legalisation/Roading, OSG Standard 1995/05.
- Land Act 1948.
- Crown Pastoral Land Act 1998.

In giving this assurance **Knight Frank (NZ) Limited** undertakes that all relevant policy instructions, legal requirements, court judgements and any other matters have been taken into account and applied where appropriate.

**Murray Bradley**  
**Crown Accredited Agent**

Dated 20 10 99  
11

**Corporate Offices**

Auckland  
Wellington  
Christchurch

13 Offices Nationwide

**International**

Australia  
Belgium  
Botswana  
China  
France  
Germany

Hong Kong  
India  
Italy  
Japan  
Malawi  
Monaco

Nigeria  
Portugal  
Singapore  
South Africa  
Spain  
Sweden

Tanzania  
The Netherlands  
United Kingdom  
United States  
of America  
Zimbabwe

**Postal Address:**

PO Box 142, Christchurch  
New Zealand

**Knight Frank (NZ) Limited**  
(An LPL Group Company)

**INTERNATIONAL PROPERTY CONSULTANTS**

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*GLEN LYON RESEARCH Property 1 of 1*

<p><b>Notes : This information does not affect the status of the land but was identified as possibly requiring further investigation at the due diligence stage : See Crown Pastoral Standard 6 paragraph 6</b></p>	
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<b>LAND STATUS REPORT for GLEN LYON</b>				[LIPS ref.12763]
<b>Property</b>	<b>1</b>	<b>of</b>	<b>1</b>	

**Research Data: Some Items may be not applicable**

<b>Property</b>	<b>1</b>	<b>of</b>	<b>1</b>	
SDI Print Obtained	Yes			
NZMS 261 Ref	H37 & H38			
Local Authority	MacKenzie District			
Crown Acquisition Map	Kemp Purchase			
SO Plan	SO 5620, 13326 and SO 11288.			
Relevant Gazette Notices	1973 Page 1515 - Part Run 315 Proclaimed Road (6-0-23 acres)			
CT Ref / Lease Ref	Pastoral Lease 529/12			
Legalisation Cards	SO 11236 shows that an area of part Run 315 (6-0-23) was Proclaimed Road by Gaz. 1975 page 1515.			
CLR	N/A			
Allocation Maps (if applicable)	N/A			
VNZ Ref - if known	25320 - 02200			
Crown Grant Maps	N/A (See Sale Plan 191-1898).			
<b>If Subject land Marginal Strip:</b>	<p>Note: Lease 529/12 and SO 13326 are subject to the provisions of Section 58 of the Land Act 1948. The Dobson and Hopkins Rivers are clearly depicted on SO 13326 without a one chain strip having been laid off. In view of LINZ letter dated 13 November 1997 regarding 'Lilybank' and Ministerial Co-ordinating Committee/State Owned Enterprises paper 271 dated 31 March 1987 (Dept of Justice) it would appear this memorial to have no substance unless a one chain strip was laid off by definition on a plan in the Chief Surveyors records.</p> <p>SO11288 which defines the boundaries of RS39779 also defines a 20 metre strip as Crown land subject to Section 58 of the Land Act 1948 adjoining the Hopkins River.</p>			
<b>a) Type [Sec 24(9) or Sec 58]</b>				
<b>b) Date Created</b>				
<b>c) Plan Reference</b>				



<b>LAND STATUS REPORT for GLEN LYON</b>				[LIPS ref.12763]
<b>Property</b>	<b>1</b>	<b>of</b>	<b>1</b>	

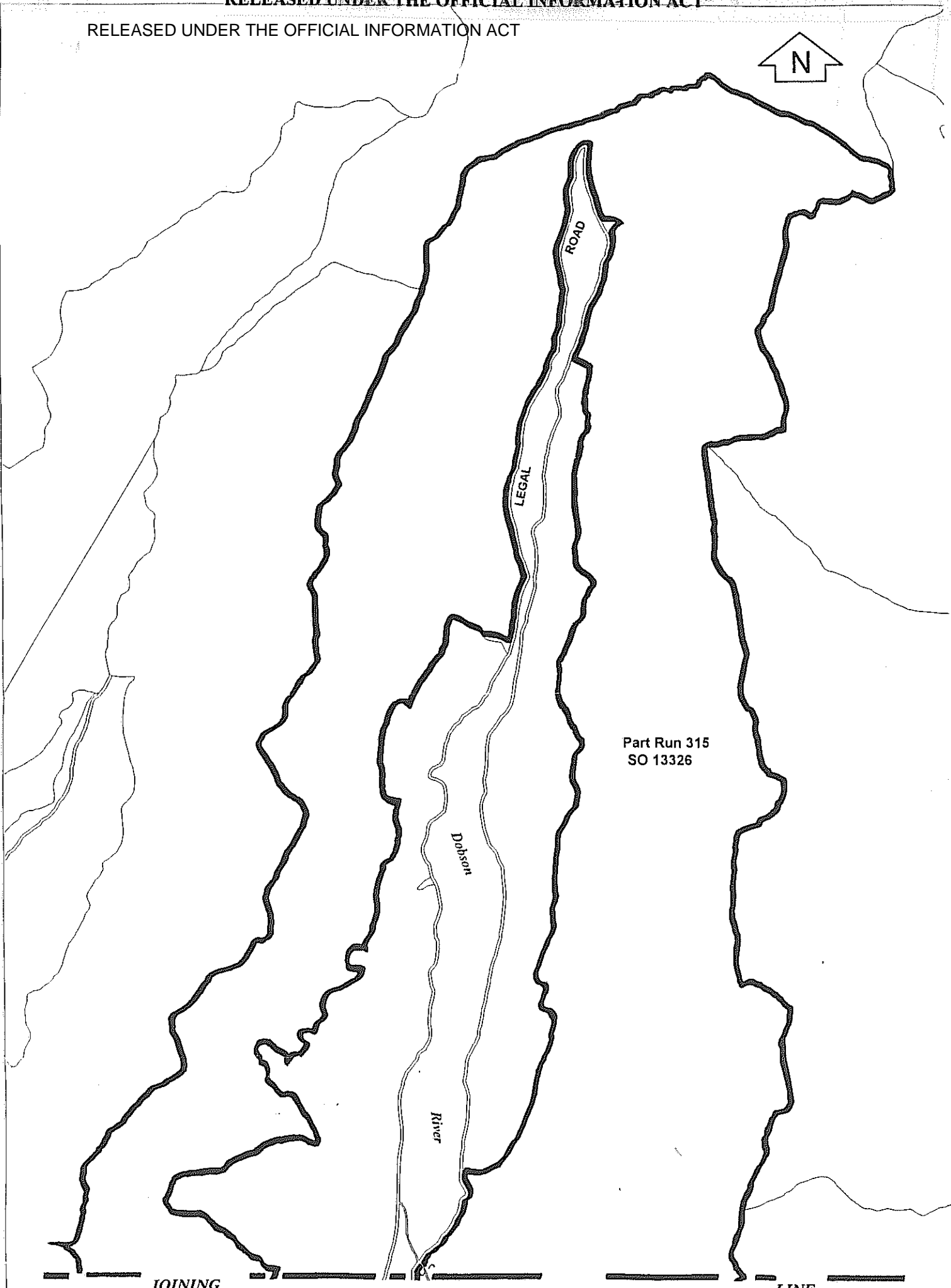
**Research – continued**

<b>Property</b>	<b>1</b>	<b>of</b>	<b>1</b>	
<b>If Crown land - Check Irrigation Maps.</b>				N/A
<b>Mining Maps</b>				No current Mining privileges identified within the run boundaries.
<b>If Road</b>				
<b>a) Is it created on a Block Plan - Section 43(1)(d) Transit NZ Act 1989</b>				a) No part of the formed Glen Lyon Road has been defined by Survey except the ends of the deviation on SO11236 and the east and west boundaries of RS39779 on SO11288. All other unformed and formed legal roads are held by Crown Grant and or Section 110A Public Works Act 1981.
<b>b) By Proc</b>				b) SO11236 shows that an area of Part Run 315 (6-0-23) was Proclaimed Road by Gaz. 1975 page 1515.
<b>Other Relevant Information</b>				
<b>a) Concessions - Advice from DOC or Knight Frank.</b>				(a) Glen Lyon Limited holds recreation permits for the following activities: (i) Hunting operations: Term 1 yr from 01/07/99; (ii) Fishing, 4WD Vehicle Tours and Horse Treking: Term 9 yrs from 01/07/99.
<b>b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998.</b>				(b) Subject to Part 9 Ngai Tahu Claims Settlement Act 1998.
<b>c) Mineral Ownership</b>				(c) Minerals are owned by the Crown because the Land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the Kemp purchase 1848. Contained in:- PR158 (1898) (earliest Lease available after Canterbury Gazette 1864 Page 160 - 163 (Nos 300, 307, 315, 477, 479, 480 and 534 - 538) - Confirmation of runs under the Canterbury Land Regulations.
<b>d) Other Information</b>				(i) In April 1969 (folio 548) the LSBd approved the surrender of 1 acre from the lease and the issue of a special lease pursuant to Section 67 Land Act 1948 for a Holiday bach site. However, in February 1973 the lessee advised that he did not wish to proceed with this lease.

	<p>(ii) The following issues have been identified on a report dated 30/03/87 (folio 727) that may require further investigation as part of the Tenure review process:-</p> <p>(A) Glen Lyon Station to surrender land hatched yellow on Plan (not on file) and grassed areas of presently gazetted state forest (hatched red) to be incorporated in the pastoral lease subject to:</p> <p>(i) The boundary between land to be surrendered and land to be incorporated other than well defined bush edges (further subject to advice as to the Chief Surveyor as to definition in this latter case) to be the 1000m contour.</p> <p>(ii) covenant to be included in the lease to the effect that the lessee and lessor acknowledge that the contour open boundary is unfencable; that some stock drift over this is inevitable; that the lessee will not intentionally drive or have driven stock grazing on block adjoining an open boundary over and above that boundary; that it is agreed that if stock drift becomes unacceptably high, block limit to reduce this may be enforced.</p> <p>(B) Inclusion of a further covenant (clause) in the lease granting the public the right to wander on foot at will on the leased land upstream of the black lines dotted across the Dobson River.</p> <p>(C) Preservation of existing hut sites will need to be allowed for. Discussion with the Chief Surveyor (determining the best and easiest defined method) will be undertaken to finalise these.</p> <p>(D) The pastoral leases to be amended removing the lessee's right under Section 100 Land Act to take native timber for certain uses and further giving acknowledgement to the importance of the native bush on the leases and the need to preserve these from undue stock damage.</p>
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	<p>(iii) We note reference on file that Telecom applied for a telecommunications easement in June 1997 which has not yet been granted. It appears that LINZ Head office are giving consideration to granting telecommunications easements to Telecom over a number of other runs and are still formulating the easement documentation.</p> <p>(iv) We note that the lessee elected to have the lease renewed values to be determined by the Land Valuation Tribunal in 1975 which has not yet been actioned. The CCL outlined the process that would be followed in a letter addressed to the Chairman of the South Island High Country Committee of Federated Farmers dated 07<sup>th</sup> October 1998 but no further action has taken place since then.</p>
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Part Run 315  
SO 13326

Dobson

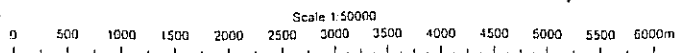
River

JOINING

LINE

**GLEN LYON - (SHEET 1 OF 3)**  
**(Part Run 315 & RS 39779, SO 11288)**

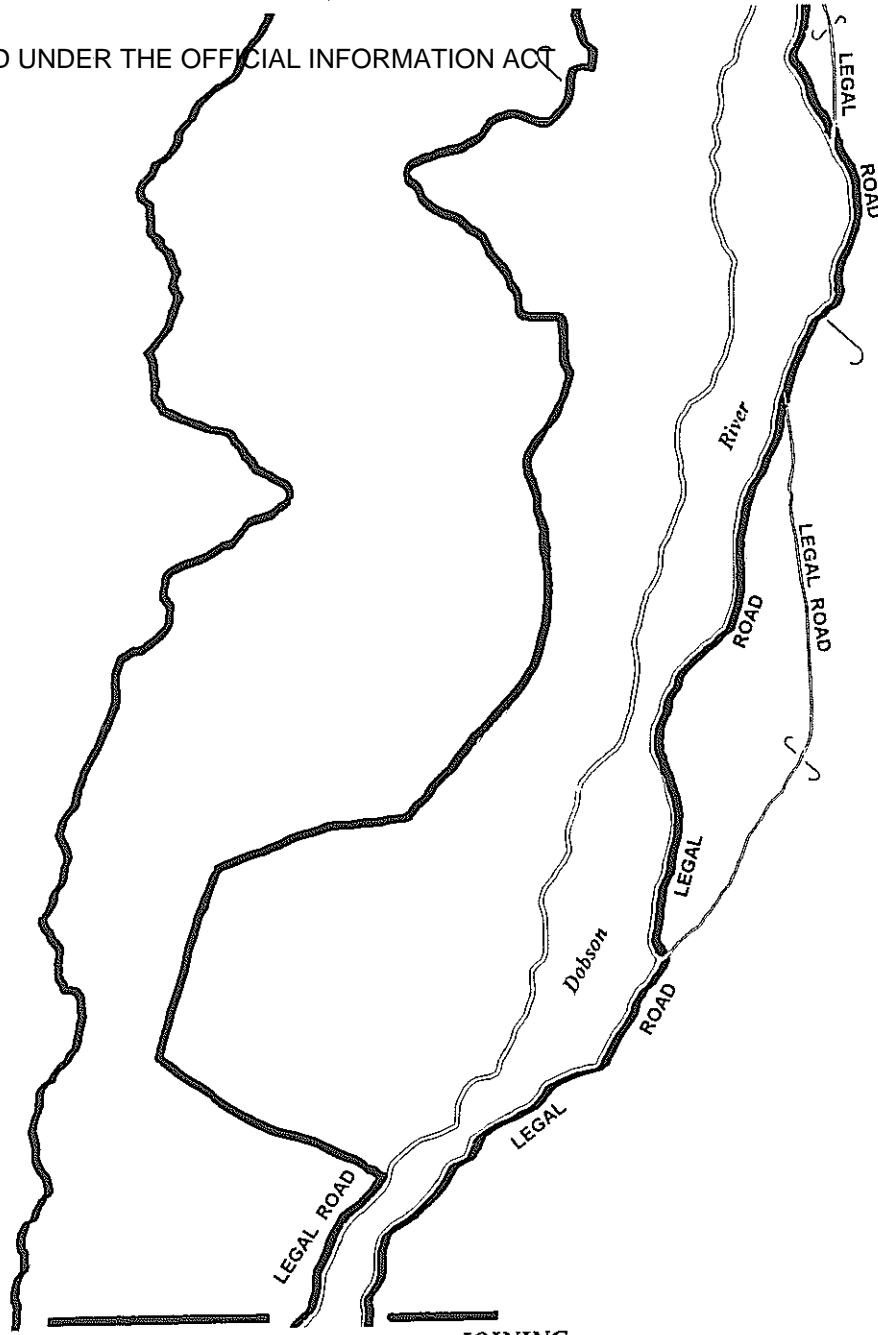
Note: All legal roads and or marginal strips are excluded from pastoral run "GLEN LYON".



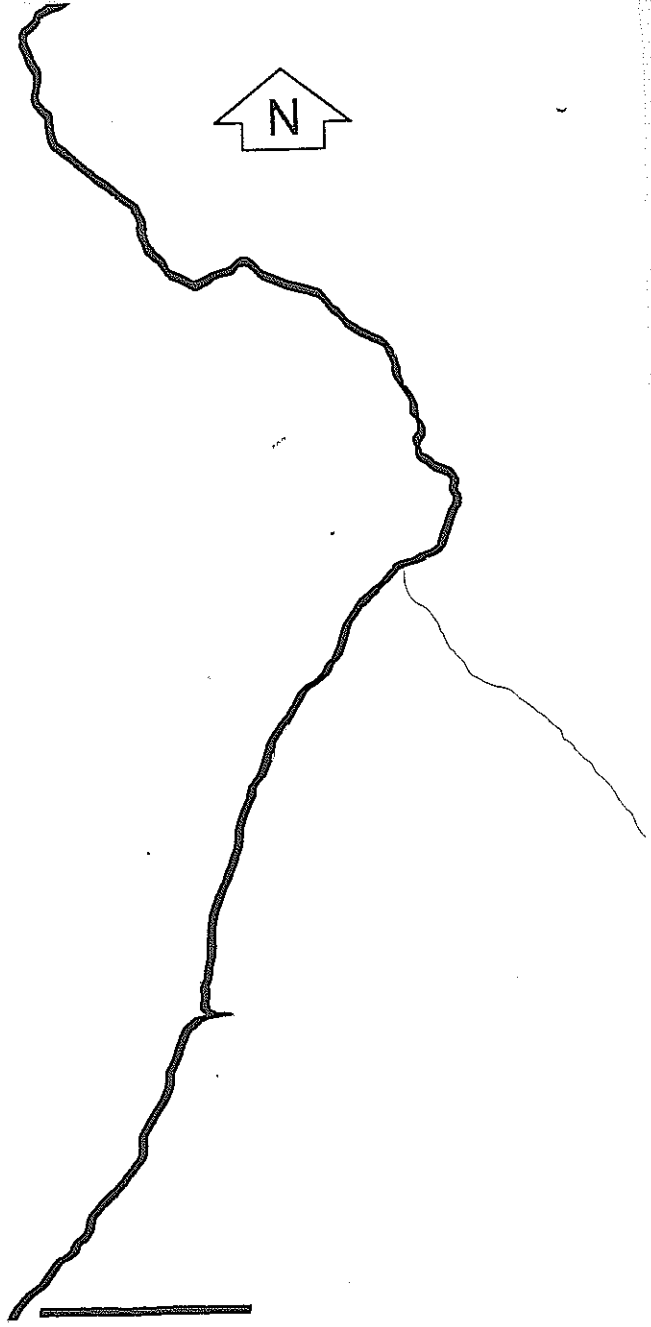
Canterbury Land District  
Cadastral data correct  
as at 22/10/1999  
Reference NZMS 260 - H37 & H3

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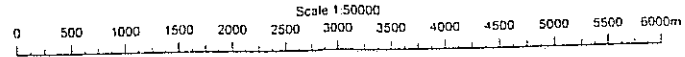
Part Run 315  
SO 13326



LINE

Note: All legal roads and or marginal strips are excluded from pastoral run "GLEN LYON".

GLEN LYON - (SHEET 2 OF 3)  
(Part Run 315 & RS 39779, SO 11288)

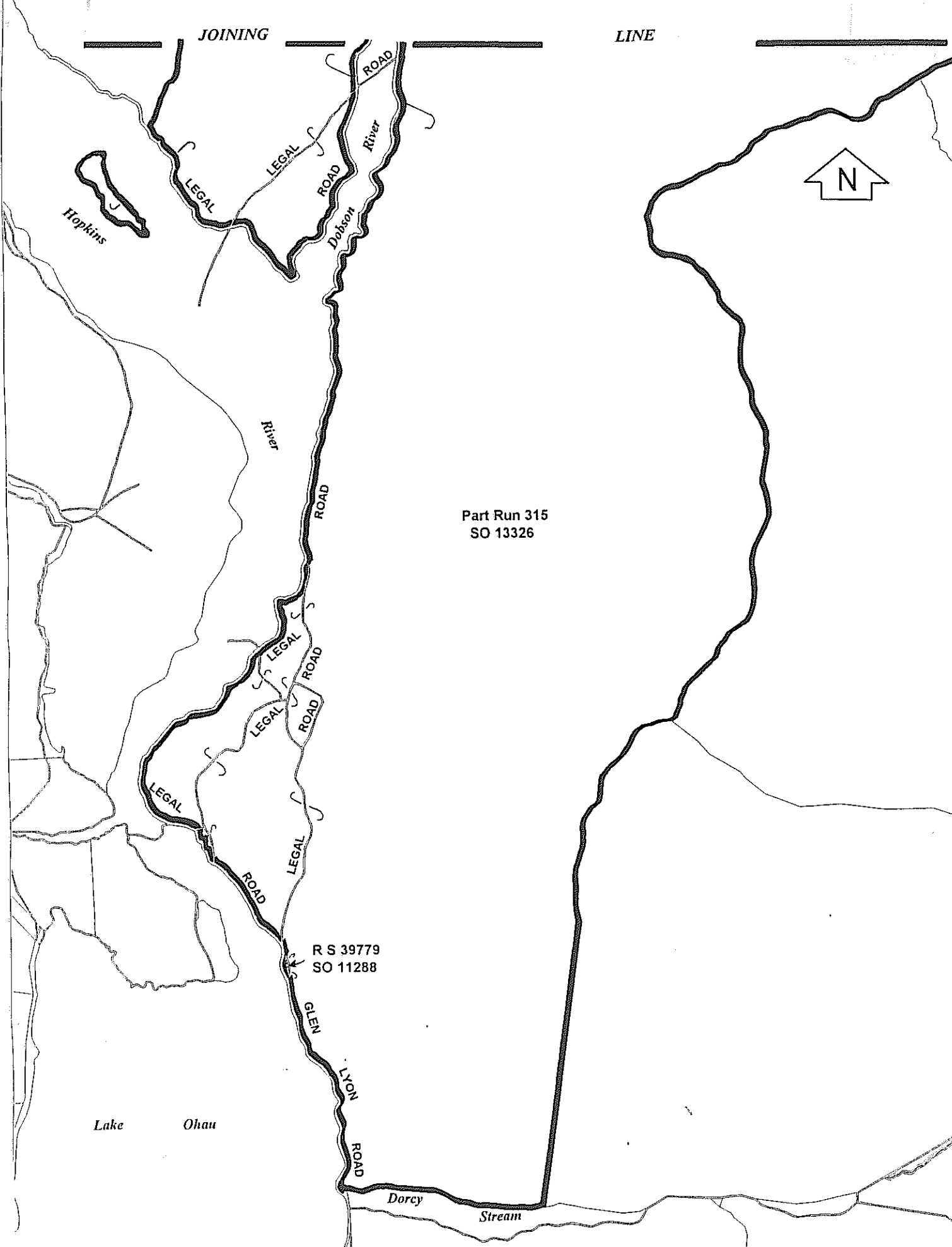


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as at 22/10/1999  
Reference NZMS 260 - H37 & H38

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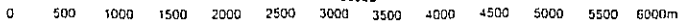
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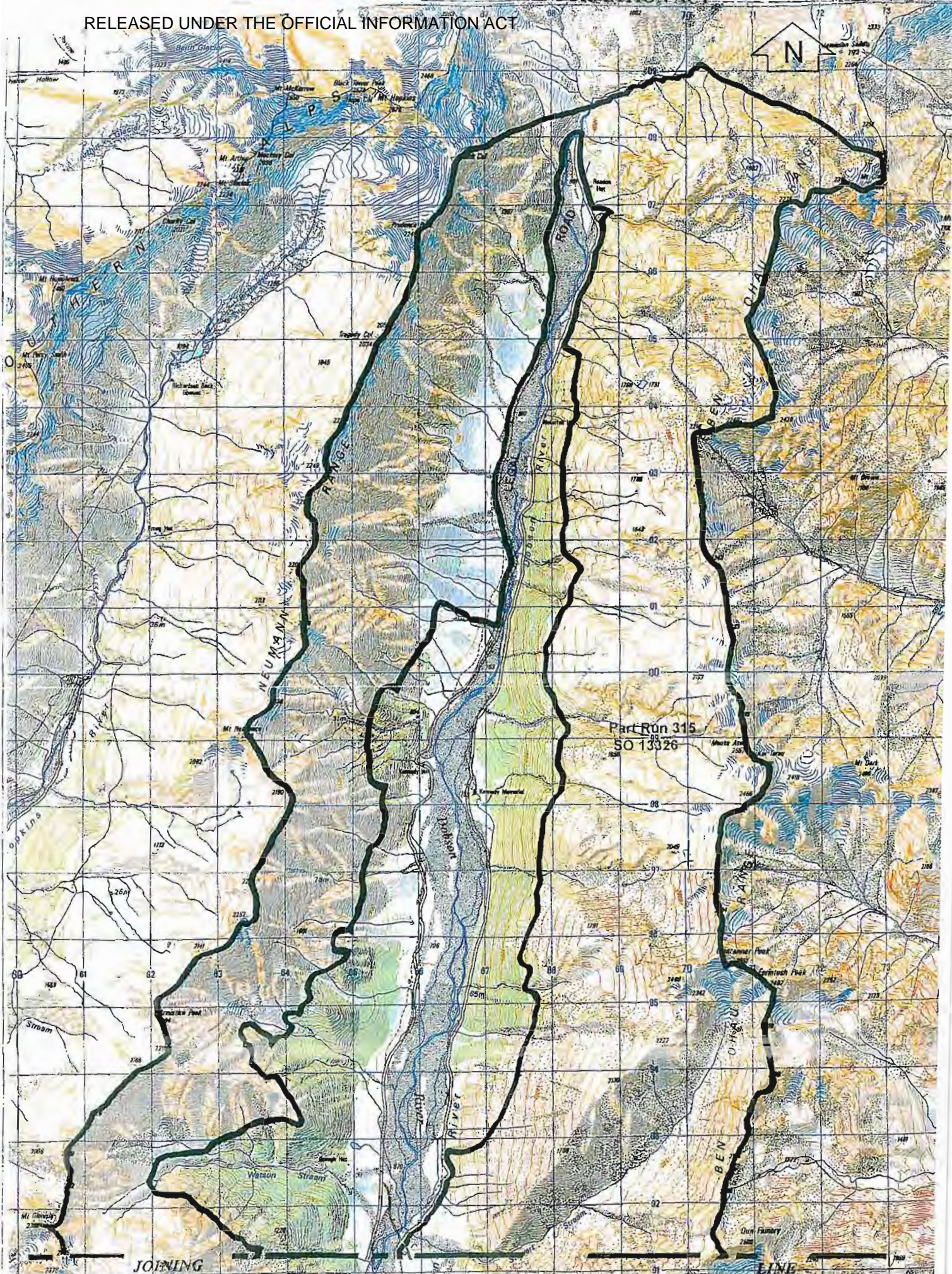
Note: All legal roads and or marginal strips are excluded from pastoral run "GLEN LYON".

GLEN LYON - (SHEET 3 OF 3)  
(Part Run 315 & RS 39779, SO 11288)

Scale 1:50000



Canterbury Land District  
Cadastral data correct  
as at 22/10/1999  
Reference NZMS 260 - H37 & H38



EXCLUDES ALL LEGAL ROADS AND MARGINAL STRIPS (IF ANY)

GLEN LYON - (SHEET 1 OF 3)  
(Part Run 315 & RS 39779, SO 11288)

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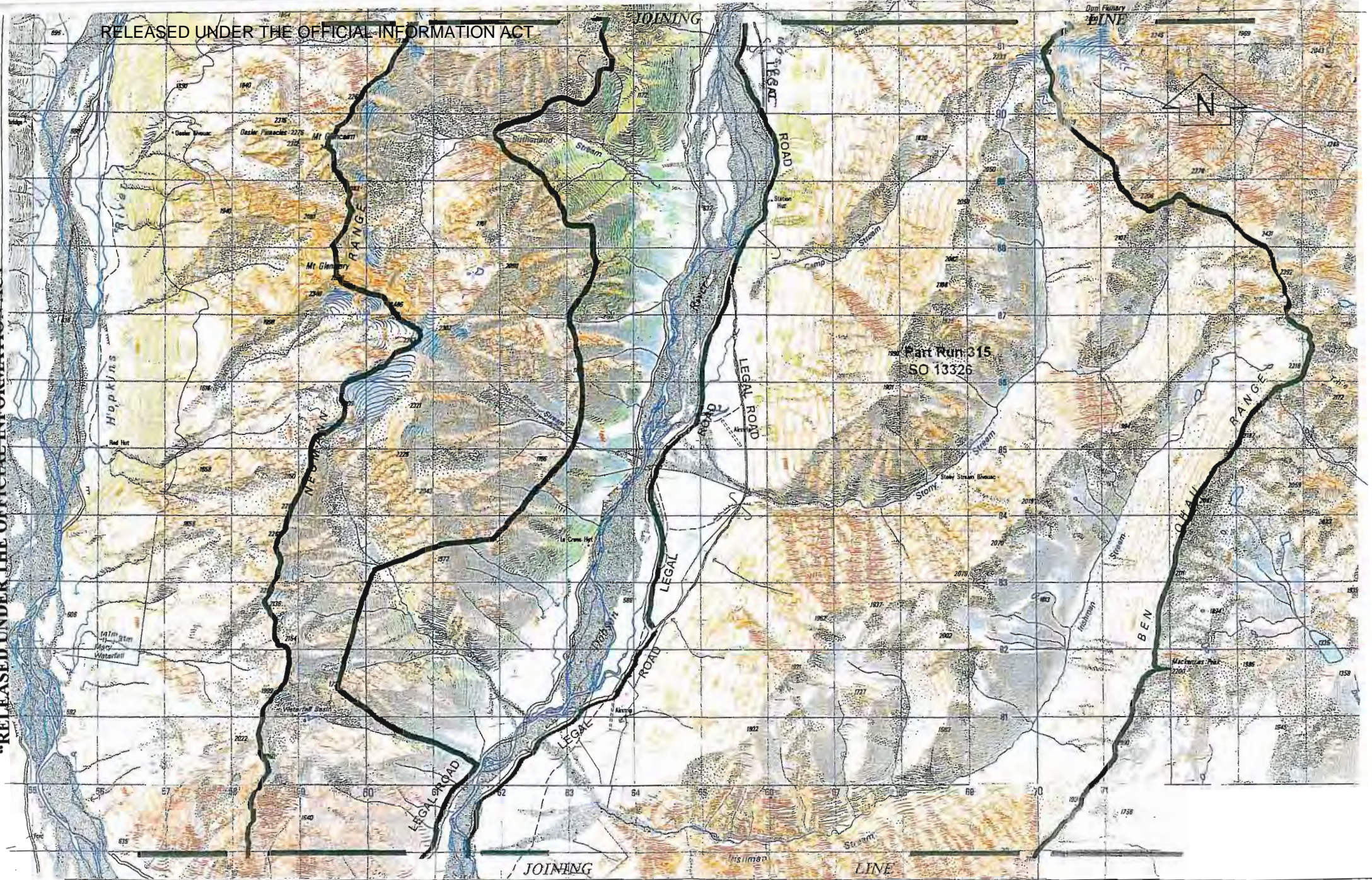
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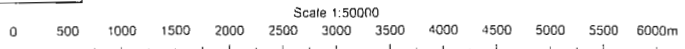
Dun Fenny  
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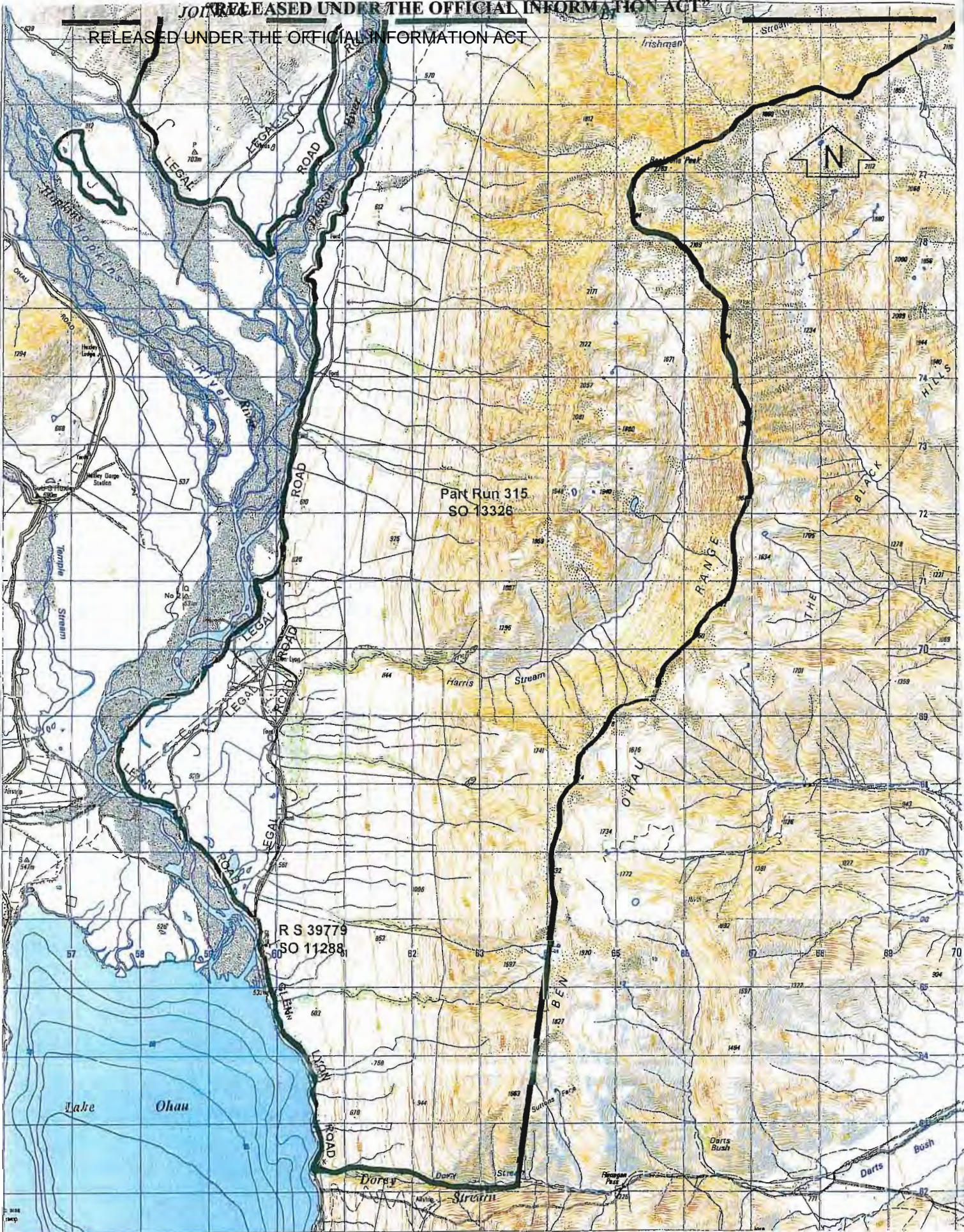
EXCLUDES ALL LEGAL ROADS AND MARGINAL STRIPS (IF ANY)

GLEN LYON - (SHEET 2 OF 3)  
(Part Run 315 & RS 39779, SO 11288)

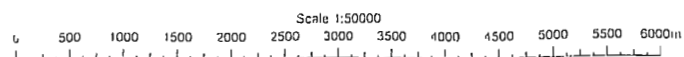


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GLEN LYON - (SHEET 3 OF 3)  
(Part Run 315 & RS 39779, SO 11288)



EXCLUDES ALL LEGAL ROADS  
AND MARGINAL STRIPS (IF ANY)

Version	1	2	3	4	5
Canterbury Land District					
NZMS 260 H37 & H38					
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529/12

Variation of Mortgage 357816/1-  
23.1.1985 at 10.45am.

*C. Fraser*  
for A.L.R.

No. 838745/1 Variation of the within Lease  
and extension of the term for 33 years  
commencing on 1.7.1984 - 20.11.1989 at  
11.47am

*W. M. M. M.*  
for A.L.R.

Mortgage 843822/1 to Bank of New Zealand  
- 14.12.1989 at 1.55pm

WITHDRAWN

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

X CAVEAT 80718/1 BY PACRIM FOREST PRODUCTS  
(NZ) LIMITED - 10.11.1993  
A.L.R. 2.59pm

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

Land in a District of the Dominion of New Zealand  
Pastoral License No. 50

NEW ZEALAND

Passed in the Executive Council, 14th day of August 1948

PASTORAL LAND DISTRICT

Pastoral Lease of Pastoral Land under the Land Act, 1948  
P. No. 7.



This Deed, made this 1st day of March 1948

Between THE GOVERNMENT OF NEW ZEALAND (The Crown), as represented by its authorized officers, and the Lessee, SAUNDERS, THOMAS and FRANK WEST AUSTIN, of the County of... of the Dominion of New Zealand.



25. Payment to be made by the Lessee to the Crown... of the value of the land... to be made... at least one year... of the date... of the lease...

That the Lessee shall... of the land... of the Dominion of New Zealand... of the date of the lease... of the value of the land... of the date... of the lease... of the value of the land... of the date... of the lease...

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12/12  
1948

Land Act, 1948  
Pastoral Lease No. 207

NEW ZEALAND

Registered in the Registrar of Land

CANTONMENT  
LAND DISTRICT

No. 107 of 1948



Pastoral Lease of Pastoral Land under the Land Act, 1948  
p. No. 7.



This Deed...

between THE GOVERNMENT OF NEW ZEALAND and the Trustees of the...  
a Sole Landowner company being the registered office and at Dunedin

in witness whereof the said...  
in the presence of the said...  
that in consideration of the said...  
conditions and covenants...  
to be performed by the said...  
the said...  
100,000



228. Pastoral to...  
be Land Act, 1948, a...  
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529/12

- (M) THAT the Lessee shall have no right of carrying the livestock of the said land;
- (N) THAT the Lessee shall, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary:
  - (i) Cultivate any portion of the said land for the purpose of growing crops (not for the stock specified therein);
  - (ii) Dig any pits on the said land so as to be sufficient for the use of himself and family and his employees;
  - (iii) Plough and sow in grain any portion of the said land;
  - (iv) Clear any portion of the said land by felling and burning brush or weeds and use the land so cleared in grain;
  - (v) Sowing and in grain any portion of the said land;

Provided that the Lessee shall, on the termination of the lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clover and grass in the satisfaction of the Commissioner.

19-1914-15 The Lessee shall, upon termination of the lease, leave the said land in such a state as to be ready for the purpose of stock raising to which it is primarily adapted and shall, at the expiration of the lease, leave the said land in such a state as to be ready for the purpose of stock raising to which it is primarily adapted and shall, at the expiration of the lease, leave the said land in such a state as to be ready for the purpose of stock raising to which it is primarily adapted.

- (O) THAT if the Lessee shall have the benefit or advantage of the said land or if he shall require or feel so obliged to comply with the conditions and covenants therein expressed or implied in the certificate of the Land Act, then the Lessee shall, subject to the provisions of section 108 of the Land Act, 1925, deliver this lease to the Commissioner, and that without prejudice to the Lessee from holding the said land or any part thereof at any time or on any date of any tenancy or sub-tenancy of the lease.
- (P) THAT these provisions are intended to take effect as if the Lessee had been granted the lease under the Land Act, 1925, and the provisions of the said Act and of the regulations made thereunder applicable to such lease shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully in force.

MEMORANDUM

Memorandum Dated this 29th day of August, 1973, at Canterbury

(1) THAT pursuant to Section 8 of the Coal Mines Amendment Act, 1950, this lease is subject to the reservation to the lessee of all coal existing on or under the surface of the land, and subject also to the reservation to the lessee of the power to grant coal mining rights over the land under Part I of the Coal Mines Act, 1952.

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

Signed by the said Commissioner, on behalf of the Lessee, in the presence of—

Witness: [Signature]

Deputy: [Signature]

Address: [Address]

[Signature]  
Assistant Commissioner of Crown Lands

Signed by the above named as Lessee, in the presence of—

Witness: [Signature]

Deputy: [Signature]

Address: [Address]

The Common Seal of Star Line Limited was hereunto affixed this 29th day of August, 1973.



[Signature]  
Star Line Limited

(7) THAT the Lessee shall be deemed not to have failed to take due care in stocking, or to have overstocked so long as the number of sheep depastured on the said land does not exceed 7920 (being an increase of ten per cent on the carrying capacity on which is based the rent hereinafter reserved) and the number of cattle does not exceed 900 and the Commissioner may by notice in writing permit the Lessee to depasture thereon any greater number should he deem it advisable or expedient so to do. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of a transfer. Any variation introduced to by the Commissioner shall not affect the rent payable hereunder.

46751 Certificate of Alteration varying terms of within lease dated 17 July 1973 at 2.31 p.m.

23-118 Surrender of the within lease

29-8-1973

Gazette Notice 925122 proclaiming Part Run 315 (6a, 23p.) as road which shall vest in The Chairman Councillors and Inhabitants of the County of Mackenzie - 24/8/1973 at 1.34 p.m.

Change of appointment whereby the description of within lease is altered to... produced this 29th day of August 1973

No. 59263/1 Certificate of Alteration decreasing the area of the within lease to 37800 hectares by redefinition - 18.11.1975 at 9.27 a.m.

Change of appointment whereby the description of within lease is altered to... produced this 29th day of August 1973

Mortgage 357810/1 to The Rural Banking and Finance Corporation - 1-12-1981 at 10.11a.m.

11509 Certificate of Alteration varying terms of within lease dated 20/10/1973 at 2.31 p.m.

Mortgage 46311/1 to The Rural Banking and Finance Corporation - 1-12-1981 at 10.43 a.m.

Change of appointment whereby the description of within lease is altered to... produced this 29th day of August 1973

DEPOSITED IN THE OFFICE OF THE REGISTRAR OF LANDS FOR THE PURPOSES OF SECTION 222A LAND TRANSFER ACT 1952.

529/12

Variation of Mortgage 357816/1-  
23.1.1985 at 10.45am. *[Signature]*  
for A.L.R.

No. 838745/1 Variation of the within Lease  
and extension of the term for 33 years  
commencing on 1.7.1984 - 20.11.1989 at  
11.47am *[Signature]*  
for A.L.R.

Mortgage 943822/1 to Bank of New Zealand  
- 14.12.1989 at 1.55pm

**WITHDRAWN**  
*[Signature]*  
for A.L.R.  
X CAVEAT A80718/1 BY PACRAM FOREST PRODUCTS  
(NZ) LIMITED - 10.11.1983  
*[Signature]*  
for A.L.R.



Schedule		
Appellation	Former Area (ha)	New Area (ha)
Run 314	6879.6559	6860.0
Run 290	7545.7684	7600.0
Run 310	9244.6388	9083.0
Run 264	9064.9503	9039.0
Pt Run 267	7377.4192	7310.0
Pt Run 89	8417.4613	8620.0
Run 89A	4309.9010	4711.0
Pt Run 315	34881.0113	31800.0
R 3343	2063.8967	2550.0
R 3341	3642.1707	3290.0
R 3345	1011.7141	850.0
R 3348	60.7028	137.0
R 3349	80.9371	65.0
R 3350	141.6399	102.0

For boundary and road definition and adjoining appellations see diagram sheets 2-5

Runs 89, 290, 310 & 314 and Part Runs 264 & 315 are subject to Sec 59 of the Land Act 1948 along all rivers and streams over 2 metres wide

Origin - Mt Hornble 700000 m N  
300000 m E

Tamaru Grid Coordinates  
Datum: Old Cassinid

Total Area 92332.0 ha  
Composed in Gaz's 1898 p 1457 & 1971 p 1048. C.L's 529/9, 529/12, 529/199, 51/9, 213, 529/229 & SC/1019

This plan represents the most accurate planimetric definition available at this date of the boundaries of the lands shown

Dated 27/2/1977

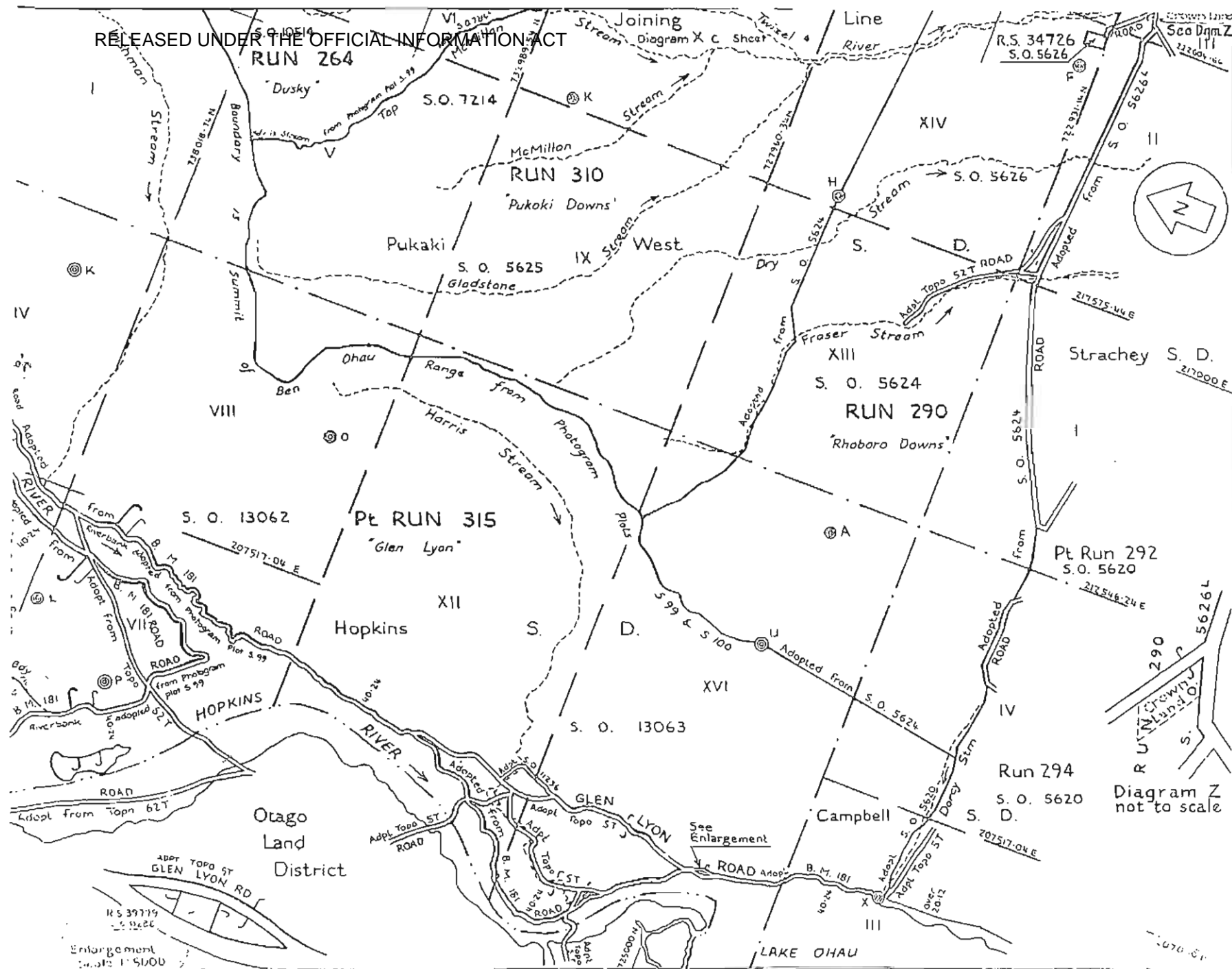
Survey Officer

Reserves 3343, 3344, 3345, 3348, 3349 & 3350, Runs 89A, 264, 290, 310 & 314; Pt Run 315

LOCAL AUTHORITY MACKENZIE COUNTY  
Compiled in Survey Office  
Date 1/10/1977



RELEASED UNDER THE OFFICIAL INFORMATION ACT  
 RUN 264



Approved as to the incorporation  
 into Run 290 of the Crown Land  
 shown in Diagram Z:  
 Commissioner of Crown Lands.

All reference plans are large except  
 S.O. 13062, 13063 & 11200  
 All roads are legal 20-12 wide unless  
 otherwise stated.

Total Area  
 Comprised in  
 This plan represents the most accurate  
 planimetric definition available at this  
 date of the boundaries shown hereon  
 Dated 7/1/1975  
 Chief Surveyor

Field Book  
 Inverse Book  
 Approved as in Survey  
 See Above  
 Deposited this day of 19

1974 CANTERBURY  
 1:111 See face  
 5 99 & 100

Diagram A

LOCAL AUTHORITY MACKENZIE COUNTY  
 Compiled in Survey Office  
 Scale 1 : 50000 Date March 1974

RELEASED UNDER THE OFFICIAL INFORMATION ACT

30 1332