



Crown Pastoral Land Tenure Review

Lease name : Glenfoyle

Lease number : Po 364

Due diligence report (including status report)

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.

Copied May 2003

DUE DILIGENCE REPORT

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CPL PRE TENURE REVIEW ASSESSMENT STANDARD 6:

File Ref:	Po364	Report No:	AT0066	Report Date:	11 May 2000
Office of Agent:	Alexandra	LINZ Case No:		Date sent to LINZ:	

RECOMMENDATIONS:

- (1) That the Commissioner of Crown Lands or his delegate note this Due Diligence Report which has been prepared in accordance with the Pre Tenure Review Assessment Standard;
- (2) That the Commissioner of Crown Lands or his delegate note the following incomplete actions which may require action by the Manager, Crown Property Contracts
 - Boundary irregularity with Po350, Sandy Point.

Signed for Knight Frank (NZ) Limited

A. M. Taylor
Consultant 22/5/00

Kenneth R Taylor
Manager 25/5/00

Approved/Declined by:

Name:
Date of decision: / /

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(1) *Details of lease:*

Lease Name: Glenfoyle

Location: The property is located 18 kms from Wanaka and 45 kms from Cromwell.

The homestead is situated off State Highway 8A which connects Luggate and Tarras. The western flanks of the property largely comprises the Crook Burn catchment, while the eastern flanks incorporate the Camp Creek catchment.

Lessee: A Kane, B M Kane, R N Macassey

Tenure: Pastoral Lease under Land Act 1948 and Crown Pastoral Land Act 1998. Lease No P38.

Term: 33 years from 1 July 1985 to 30 June 2018.

Annual Rent: \$9,000

Rental Value: \$400,000

Date of Next Review: 1 July 2007

Land Registry Folio Ref: CL 338/41 (*Otago Registry*)

Legal Description: Run 824, Block IX, X, XI and XIV Lower Hawea Survey District.

Area: 3535 hectares

(2) *File Search:*

Files held by Agent on behalf of LINZ:

<i>File Reference</i>	<i>Volume</i>	<i>First Folio</i>	<i>Date</i>	<i>Last Folio</i>	<i>Date</i>
Po038	1	1	22/2/1910	271	19/5/1970
Po038	2	272	24/6/1970	399	7/3/83
Po364	3	400	7/3/1983	520	8/6/1999

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Other relevant files held by LINZ:

<i>File Reference</i>	<i>Volume</i>	<i>First Folio</i>	<i>Date</i>	<i>Last Folio</i>	<i>Date</i>
CPL/04/11/12604 ZCH		1	25/5/98	7	15/12/1998
7900/04/P364 DDN		1	7/1/92	3	Undated
5200 D14 G05 DCH		1	8/6/95	2	
5200 D14 G09 DCH		1	8/9/1995	2	13/9/1995

The records have been searched including those relating to SGR 1054 (*this became P38*).

With the exception of one missing folio, the file records are complete.

The following significant entries are noted.

The property was originally part of Morven Hills Run. Upon subdivision this lease was first selected by W H Collins in 1910.

Subsequent lessees were W B Gibb 1931 and J W Pearson 1941.

History up to lease renewal in 1952 was routine with the exception of a sub-lease to Hawea Rabbit Board, (*1 acre*).

Ten year lease, no record of discharge (*Volume I, Folios 184, 185*).

Shown on Cadastral map as Rabbit Board Purposes. During the same year there was a contested water right with adjoining lessee - defended hearing. No record of judgement. (*Volume I, Folio 186*).

At lease issue in 1952, a pastoral lease was issued for 33 years over Run 235E.

In 1995 there was a proposed boundary change and land surrender. A small area was involved (*5 acres*). This area was cut off from the main lease by a road and fenced in with Section 21, Block VII Lower Hawea Survey District. (*Volume I, Folio 220*) (*now owned by Kane Family Trust*).

A road closure in 1955 with subsequent incorporation in the lease and a corresponding land surrender to create a re-alignment of the road occurred. Recorded on the lease. (*Volume I, Folios 217, 222*).

The property was transferred to S Kane Family Trust in 1964.

Subsequent entries were routine, involving property inspection and stock limit increase applications, until the property was transferred to A Kane in 1970.

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The Memorandum of Sale lists a Water Race Licence 5091 (*Cromwell Registry*). (*Volume I, Folio 263, 1970*).

Routine entries follow, through the 1970's recording regular stock increases, routine inspection reports and Rural Bank loans to finance stock increases and development are also recorded.

A Soil and Water Conservation Run Plan (*No 161*) was proposed and approved in 1974 (*Volume II, Folio 301*). This was registered on the lease 28 April 1975.

During the 1980's routine matters are recorded, including stock limit increases, access tracking consents and transfers to a Family Trust.

Reclassification was declined in 1980 (*Volume II, Folio 363*).

A small area of land ($3389 m^2$) adjoining the lease was offered to the lessee in 1982. This was declined (*Volume II, Folios 391 and 392*) part Section 22 Block VII Lower Hawea Survey District. Subsequently on sold to Kane family.

During 1984 the lease renewal process began. In 1985 the lease became Run 824 (*Volume III, Folio 444*).

As part of the lease renewal process, boundary irregularities were identified.

The lease renewal report identified a boundary irregularity at Trig Hill. The boundary fence includes part of Sandy Point, Run 820.

Action to correct the boundary discrepancy between lease and Sandy Point promised (*Volume III, Folios 419, 452 and 457*) 27 March 1986. Uncompleted action (*Attachment IV and V map*).

Also possible boundary variation with this lease and Bargour running from Camp Creek to Great Rock. (*Volume III, Folios 419, 450 and 457, Attachment V map*).

A DoC report noted the presence of *Leioloopsisma Otagense* (rare lizard) S 115 181129 and areas of kanuka.

Historic site NZAA No 5124/39 at MR 128097 was recorded. This historic cottage has a B2 ranking (*Volume III Folios 422, 462*). It is protected under the Historic Places Act (*Attachment VI*).

As a result of the PNA Survey, priority areas Lindis Z11 and A10 were identified on this property (*Volume III Folios 474, 500*).

October 1987 records an application for reclassification.

Subsequent file entries record routine matters.

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(3) *Summary of lease document:*

Terms of lease:

The legal description, area and commencement date of the pastoral lease on Crown files are in agreement with the Instrument of Title (*CL 338/41 Otago Registry*).

Commencement date:

The lease was issued 1 July 1952 under the Land Act 1948.

Stock limit:

2640 stock units.

The following non-standard condition is contained in CL 338/41.

- That the lessee shall exercise due care in stocking the said land and shall not overstock.

Apart from mortgage registrations and routine transfers, the only significant entries are:

- | | |
|-------------------|--|
| Proclamation 6792 | Road closure and land proclaimed as road. Situated Block IX, Lower Hawea Survey District (<i>SO 11933</i>) (<i>Attachment II</i>). |
| X16851 | Certificate of Alteration - incorporated closed road into lease (<i>Attachment II</i>). |
| 439331 | Land Improvement Agreement under Sub-section (3) of Section 30 and under Section 30A of the Soil Conservation and Rivers Control Act 1941 (<i>28 April 1975</i>). Discharged 3 December 1992, (<i>Attachment III</i>). |
| 643627/2 | Legal description now Run 824, Block IX, X, XI and XIV Lower Hawea Survey District, 30 December 1985. |
| 701358 | Memorandum renewing lease for a term of 33 years commencing on 1 July 1985. Annual rental fixed for first 11 years at \$4,650, rental value \$310,000. |

Area adjustments:

- | | |
|------|--|
| 1955 | Small area adjustment (<i>relates to road closure and incorporation into lease</i> (<i>Run 236E</i>) and <i>surrender of land for road realignment</i> . <i>Proclamation 6792 and Z16851</i> (<i>New Zealand Gazette No 34, Page 800</i>) (<i>Attachment II</i>). |
|------|--|

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Registered interests:

Current mortgages:

10 April 1995 Mortgage to Bank of New Zealand.879924

Effect:

Not significant.

Current easements:

None

Encumbrances:

None

Memorials:

None

Unregistered interests:

New Zealand Historic Places Act, stone cottage, over 100 years old (*Historic Site NZAA 5124/39*),

Unregistered easements:

Unregistered encumbrances:

None

Unregistered Memorials:

None

(4) Summarise any Government programmes approved for the lease:

A Soil and Water Conservation Plan was drawn up in 1974.

The plan involved subdivision, temporary destocking of some areas, oversowing and topdressing, access tracking, plus stock proofing boundary fences.

The plan was implemented successfully and discharged in 1992.

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(5) Summary of Land Status Report:

Land Status Report prepared by approved person is attached as Schedule A.

This report only deals with the pastoral lease and confirms the status of the land as Crown land subject to the lease.

Currently no marginal strips on this lease, but provision made on SQ21523 to create two strips (*a - b and b - c*) on renewal of lease on 1 July 2018. This would become effective on a sooner disposition.

No other issues were identified.

(6) Review of topographical and Cadastral data:

No communication sites or National Grid power transmission lines are marked on the above maps.

There is a small area (*1 acre*) shown as Rabbit Board purposes. This was sub-leased to the Hawea Rabbit Board in 1951, for at least 10 years, gazetted Rabbit Board purposes. It was excluded from the lease on issue in 1952 subsequently on-sold to Kane family.

The lease has a legal formed road providing access to the homestead area. This road continues through the property as unformed legal road (*Glenfoyle Road*) it climbs steeply to the southern boundary of the property and exits into an adjoining property (*Sandy Point*), (*Attachment V*).

No historic sites are shown on the maps even though there is a listed site.

The lease boundaries are shown as fenced with only small deviations between fence lines and legal boundaries as shown on the Cadastral map. The only exception being an area which is part of Sandy Point which is fenced into Run 824 (*Block IX Lower Hawea Survey District*), near Trig Hill (*Attachment V*).

(7) Details of any neighbouring Crown or conservation land:

Pastoral leases Po350 Sandy Point, Po349 Mount Grand, Po368 Bargour and Po036 Deep Creek bound Glenfoyle.

There are no other areas of Crown land or conservation land bordering this property.

(8) Summarise any uncompleted actions or potential liabilities:

- Boundary irregularity with Po350 Sandy Point. Uncompleted action Volume III Folios 419, 450, 457 (*Attachment IV and V*).

SCHEDULE A

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STATUS CHECK

**OPUS INTERNATIONAL CONSULTANTS LIMITED
DUNEDIN OFFICE**

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Project number 6NLI11.01 026YD

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No: 50177 dated September 1999 and is undertaken for the purposes of the Crown Pastoral Land Act 1998.



OPUS

INTERNATIONAL
CONSULTANTS

LAND STATUS REPORT for Glenfoyle			LIPS Ref 12604
Property	1	of	1


Land District	Otago
Legal Description	Run 824
Area	3535 ha
Status	Crown Land under the Land Act 1948 subject to Pastoral Lease 364
Instrument of title / lease	CL 338/41
Encumbrances	No registered encumbrances.
Mineral Ownership	Mines and 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 1848 Kemp Purchase.
Statute	Land Act 1948 & Crown Pastoral Land Act 1998.

Correct as at	12 November 1999
[Certification Attached]	

Prepared by	Garry Patrick
Crown Accredited Agent	Opus International Consultants Ltd, Dunedin

Certified - correct as to status

Pursuant to Section 11(1)(i) 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 under the Land Act 1948 subject to Pastoral Lease registered as 338/41.


Max Haydn Warburton
 Chief Surveyor
 Land Information New Zealand, Dunedin.

16 / 11 / 1999

LAND STATUS REPORT for Glenfoyle

LIPS Ref 12604

Property 1 of 1

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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.

Not searched as at 10/11/99.

There are currently no Marginal Strips on this lease. However provision has been made on SO 21523 to create two strips [a- b & b-c] on renewal of the lease on 1/7/2018. These would however become effective on a sooner disposition.

LAND STATUS REPORT for Glenfoyle			LIPS Ref 12604
Property	1	of	1

Research Data: Some Items may be not applicable

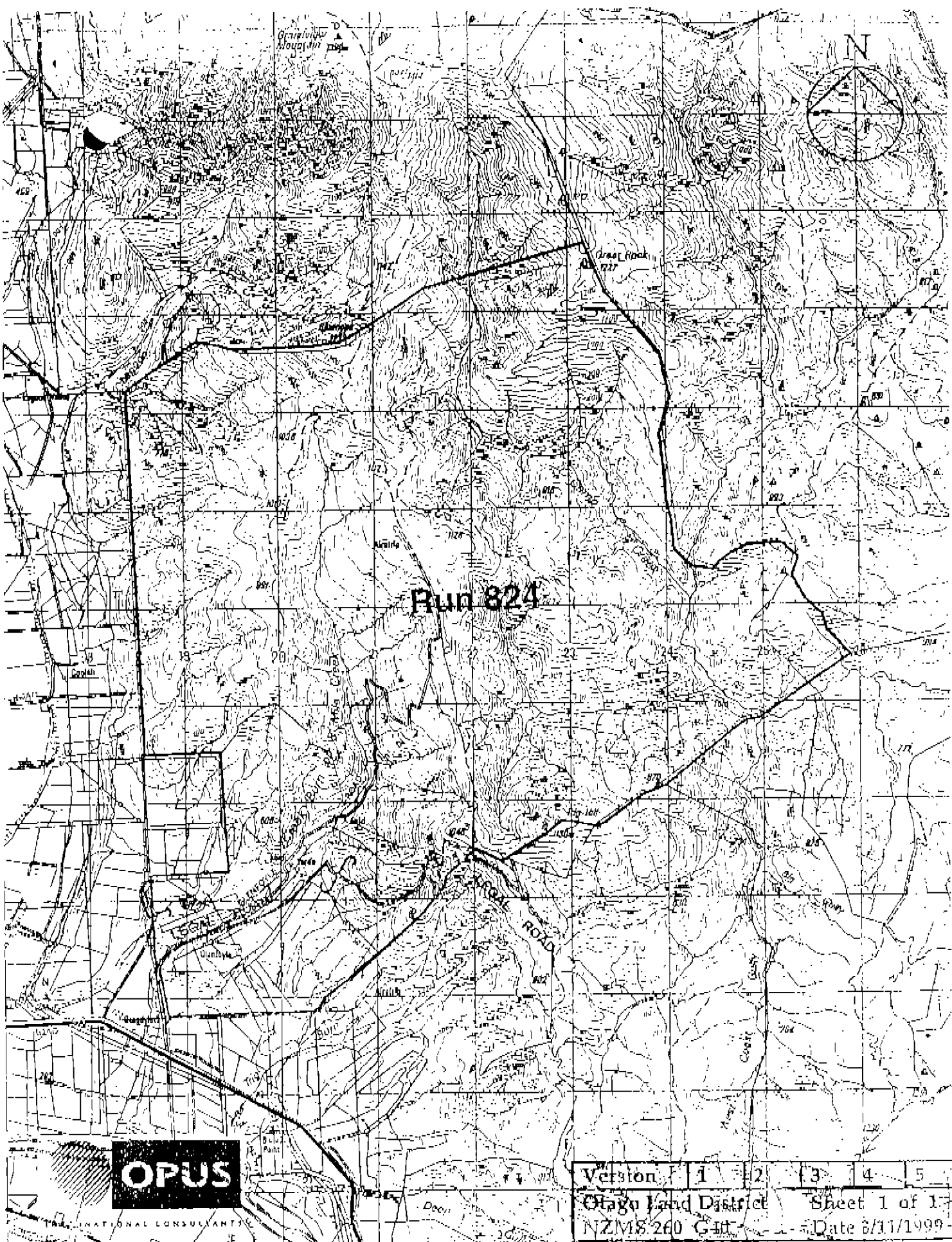
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SDI Print Obtained	Yes
NZMS 261 Ref	G40
Local Authority	Queenstown Lakes and Central Otago District Councils.
Crown Acquisition Map	Kemp Purchase
SO Plan	SO 21523 approved September 1985 being a plan of Run 824. SO 1185 approved August 1913 being a plan of Run 236e
Relevant Gazette Notices	Proc 6792 New Zealand Gazette 1955 page 800 – land for road and road closed [SO 11933].
CT Ref / Lease Ref	CL 338/41 [live] CL 228/217 & 163/75 sighted but not copied. First registered licence 1/3/1910. Memorandum of Renewal 701358.
Plan Index	Run - attached.
Legalisation Cards	SO 21523 - attached.
CLR	Confirms Pastoral status.
Allocation Maps (if applicable)	Checked - no allocations on DOC & Proposed SOE Claims maps. However SOE map G40 shows an allocation to Landcorp [LC*G40*14*C0]. This is freehold land held under CT 13C/210 by CJ Kane.
VNZ Ref - if known	
Crown Grant Maps	N/A
If Subject land Marginal Strip :	
a) Type [Sec 24(9) or Sec 58]	a) There are currently no Marginal Strips on this lease. However provision has been made on SO 21523 to create two strips, a- b & b-c on renewal of the lease on 1/7/2018. These would however become effective on a sooner disposition
b) Date Created	b)
c) Plan Reference	c)

LAND STATUS REPORT for Glenfoyle		LIPS Ref 12604
Property	1 of 1	

Research - continued

If Crown land - Check Irrigation Maps.	G40 - nothing shown	RELEASED UNDER THE OFFICIAL INFORMATION ACT
Mining Maps	Mining map G40 notes privilege but Mining Register shows this was not granted.	
If Road a) Is it created on a Block Plan - Section 43(1)(d) Translt NZ Act 1989 b) By Proc Gazette Ref	a) Not applicable b) Proc Plan c) Gazette Ref	
Other Relevant Information a) Concessions - Advice from DOC or Knight Frank. b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998 c) Mineral Ownership d) Other Info	a) Nothing found. b) None known c) Either <input checked="" type="checkbox"/> Mines and 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 1848 Kemp Purchase. <input type="checkbox"/> Contained in [provide evidence]. d)	



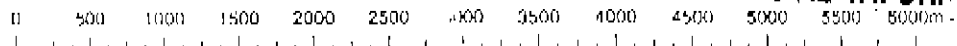
Run 324



Version	1	2	3	4	5
Otago Land District	Sheet 1 of 1				
NZMS 260 G-41	Date 8/11/1999				

Glenfoyle

Scale 1:50000



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SCHEDULE B

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LIST OF INFORMATION SOURCES

SCHEDULE B:

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List of information sources considered:

(1) *Instrument of Title (Attachment 1):*

CL 338/41 (Otago Registry)

(2) *Crown files for Pastoral Lease Po364:*

Held by Knight Frank, Alexandra:

Volumes 1, 2 and 3 (22 February 1910 to 8 June 1999)

LINZ Files (Dunedin and Christchurch):

(3) *Cadastral maps:*

NZMS 261 G40 Lindis

(4) *Topographical maps:*

NZMS 260 G40 Lindis

(5) *DoC Otago Conservancy:*

Report on Glenfoyle Pastoral Lease

(6) *New Zealand Historic Places Trust:*

(7) *Otago Regional Council:*

Water Right implications

(8) *Queenstown-Lakes District Scheme Plans:*

Transitional and Proposed

SCHEDULE C

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ATTACHMENTS

SCHEDULE C:

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ATTACHMENTS:

- (1) Instrument of Title
- (2) Road realignment
- (3) Land Improvement Agreement
- (4) Correspondence re boundary discrepancy
- (5) Maps showing boundary discrepancies
- (6) Historic Places Trust Report

Previous Lease
made as a Renewal of ...
and in Vol. 220 fol. 217

PART RANGED
NOT TO BE CONVERTED
Pastoral Lease of Pastoral Land under the Land Act, 1948
No. P.30

Registered in the Registrar-General's Office
Vol. 338 fol. 141

Registered in the Registrar-General, Vol. 338 fol. 141
the ... day of ...



338/141

Image Quality due to Condition of Original

This Deed, made the first day of March, one thousand nine hundred and fifty-two, between His Majesty the King (who, with the party of the first part, is hereinafter referred to as "the Lessee"), of the one part, and ... (who, with the executors, administrators, and permitted assigns, is hereinafter referred to as "the Lessor"), of the other part, in the Dominion of New Zealand, that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained or implied and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee All those pieces or parcels of land containing by admeasurement eight thousand seven hundred and eighty-two acres, situate in the Land District of Otago and being Run numbered Two hundred and thirty-six E (236E) Lower ...

See separate sheet

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(hereinafter referred to as "the soil land"), as the same hereinafter particularly delineated in the plan drawn hereon and therein coloured red in outline, together with the rights, easements, and appurtenances thereto belonging, TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of thirty-three years, commencing on the first day of July ... one thousand nine hundred and fifty-two ... together with ... Yielding and paying therefor during the said term unto the Department of Lands and Survey at the Principal Land Office for the said Land District of Otago ... the clear annual rent of One hundred and ... twenty-five pounds (£125/-) payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term, and also paying in respect of the improvements specified in the Schedule hereto the sum of (£ ...) by a deposit of (£ ...) (the receipt of which is hereby acknowledged) and thereafter by (£ ...) half-yearly instalments of ... pounds ... shillings and ... pence (£ ...) on the 1st day of January and the 1st day of July in each year in the same manner as aforesaid.

AND the Lessee doth hereby covenant with the Lessor as follows, that he is to:-

- 1. THAT the Lessee will fully and perfectly pay the rent hereinafter reserved as the same is to be paid, observed, and performed, and also will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that are or hereafter may be assessed, levied, or payable in respect of the soil land or any part or parts thereof during the said term.
- 2. THAT the Lessee will within one year after the date of this lease take up the soil land, and thereafter throughout the term of the lease will retain continuously as the soil land.
- 3. THAT the Lessee will hold and use the soil land lawfully for his own use and benefit and will not transfer, assign, charge, mortgage, charge, or part with possession of the soil land or any part thereof without the previous approval of the Land Settlement Board: Provided that such approval will not be necessary in the case of a mortgage to the Crown or to a Department of State.
- 4. THAT the Lessee will at all times from the first day of July and in a husbandlike manner according to the rules of good husbandry and will not in any way enclose or fence the soil land.
- 5. THAT the Lessee will throughout the term of his lease to the satisfaction of the Commissioner of Crown Lands for the Land District of Otago (hereinafter referred to as "the Commissioner") cut and take all fire stumps and logs, clear and keep clear the soil land of all stumps, logs, and rubbish, and will comply strictly with the provisions of the New Zealand Forest Act, 1949.
- 6. THAT the Lessee will keep the soil land free from wild animals, rabbits, and other pests, and will comply with the provisions of the Rabbit Nuisance Act, 1949.
- 7. THAT the Lessee will clear and clear from the soil land and keep open all drains, ditches, and watercourses upon the soil land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such drain or watercourse or stop or divert the water flowing therein.
- 8. THAT the Lessee will at all times during the said term repair and maintain and keep in good and sufficient repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the soil land, and will not, without the prior written consent of the Commissioner, pull down or remove them at any part of them.
- 9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the soil land to their full insurable value in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all premiums falling due upon every such insurance policy and deposit with the Commissioner every such policy and not later than the first day of the day on which any such premium is payable, the receipt for that premium.
- 10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, fell, cut, or remove any timber, tree, or bush growing, standing, or lying on the soil land, and that he will throughout the term of the lease prevent the destruction of any such timber, tree, or bush unless the Commissioner otherwise approves: Provided that the consent of the Commissioner as aforesaid shall not be necessary where any such timber or tree is required for any agricultural, pastoral, household, roadmaking, or building purpose on the soil land now where the timber or tree has been planted by the Lessee.
- 11. THAT the Lessee shall not, except for the purpose of complying with any of the provisions of the New Zealand Forest Act, 1949, burn any wood, brush, fern, or grass on the soil land, nor permit any wood, brush, fern, or grass on the soil land to be burnt, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such terms and conditions as the Commissioner may deem necessary.
- 12. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of ingress, egress, and egress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild geese, wild pigeons, quail, or other animals which the said Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers and employees in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.
- 13. THAT the Lessee shall exercise due care in stocking the soil land and shall not overstock.

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

- (a) THAT the Lessee shall have the exclusive right of possession over the soil land, but shall have no right in the soil.
- (b) THAT the Lessee shall have no right, title, or claim whatsoever in any minerals (within the meaning of the Land Act, 1948) on or under the surface of the soil land, and all such minerals are reserved to His Majesty together with a free right of way over the soil land in favour of the Commissioner or of any person authorised by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the soil land or any adjoining land of the Crown, subject to the payment to the Lessee of compensation for all damage done to improvements on the soil land belonging to the Lessee in the working, extraction, or removal of any such minerals: Provided that there shall be no right of way over, or right to work, extract, or remove any mineral from, any part of the soil land which is for the time being under crop or used or situated within 50 yards of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any building (excluding rolling mounds): Provided also that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, household, roadmaking, or building purpose on the soil land, but not otherwise.
- (c) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter at the expiration of such succeeding term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 66 (3) of the Land Act, 1948, a new lease of the land hereby leased as a tenant to be determined in the manner provided by Part VIII of the said Act for a term of thirty-three years computed from the expiration of the term hereby granted and subject to the same covenants and provisions as this lease, including this present provision for the removal thereof and all provisions ancillary or in relation thereto.

4-5-60

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- 3) THAT the Lessee shall have no right of acquiring the freehold of the said land;
- 4) THAT the Lessee may, with the prior consent in writing of the Commissioner, erect any building or buildings on the said land for the purpose of growing or producing any agricultural produce;
- 5) THAT the Lessee shall have no right of erecting any building or buildings on the said land for the purpose of growing or producing any agricultural produce;
- 6) THAT the Lessee shall have no right of erecting any building or buildings on the said land for the purpose of growing or producing any agricultural produce;
- 7) THAT the Lessee shall have no right of erecting any building or buildings on the said land for the purpose of growing or producing any agricultural produce;
- 8) THAT the Lessee shall have no right of erecting any building or buildings on the said land for the purpose of growing or producing any agricultural produce;

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

311

In witness whereof the Commissioner of Crown Lands for the Land District of ... and these presents have also been executed by the said Lessee.

Signed by the said Commissioner, on behalf of the Lessee, in the presence of:
 Witness: [Signature]
 Occupation: Block, Lands & Survey Department
 Signed by the said Lessee, in the presence of:
 Witness: [Signature]
 Occupation: Post Office
 Address: [Address]

[Signature]
 Commissioner of Crown Lands

[Signature]
 Lessee

IF THAT the Lessee shall be deemed not to have failed to use due care in stocking, or to have overstocked so long as the number of sheep depastured on the said land does not exceed 2000 (being an increase of ten per cent on the carrying capacity on which is based the rent hereinafter reserved) and the Commissioner may by notice in writing permit the Lessee to depasture thereon any greater number should it appear to the Commissioner to be expedient so to do. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.

[Signature]
 Commissioner of Crown Lands

[Signature]
 Lessee

DISCHARGED
 365171 Transfer to Allan Kane of Luggate Farmer - 22.12.1970 at 11.20am
 272175 Transfer to Elsie Agnes Kane of Luggate Farmer and the Luggate Farmers and Agency Company of New Zealand Limited - 22.12.1970 at 11.20am
 572076 Transfer to Allan Kane of Luggate Farmer - 22.12.1970 at 11.20am
 286623 Transfer to Allan Kane of Luggate Farmer - 22.12.1970 at 11.20am

THIS REPRODUCTION IS A TRUE COPY OF THE ORIGINAL REGISTER FOR THE PURPOSES OF SECTION 216A LAND TRANSFER ACT 1952
[Signature] A.L.R.

365171 Transfer to Allan Kane of Luggate Farmer - 22.12.1970 at 11.20am

(SEE OVERLEAF)

A.L.R.

Variation of Mortgage 27276-30.3.1978 at 11.35 am

365172 Mortgage to Agnes Kane and The Trustees Executors and Agency Company of New Zealand Limited 22.12.1970 at 11.28 am

DISCHARGED

Variation of Mortgage 28107-11.9.1972 at 11.50 am

391737 Mortgage to The State Advances Corporation of New Zealand 9.10.1972 at 11.50 am

DISCHARGED

Variation of mortgage 27276-30.3.1978 at 11.35 am

439331 Land Improvement under subsection (3) of Section 157 and under Section 30A of the Soil Conservation and Rivers Control Act 1947 20.3.1975 at 9.54 am

DISCHARGED

472449 Mortgage to The Rural Banking and Finance Corporation of New Zealand 2.2.1977 at 2.39 pm

DISCHARGED

484093 Certificate vesting Mortgage 391737 in the Rural Banking and Finance Corporation of New Zealand 31.8.1977 at 10.26 am

489393/1 Variation of Mortgage 472449 - 13.12.1977 at 12.15 pm

489393/2 Mortgage to the Rural Banking and Finance Corporation of New Zealand 13.12.1977 at 12.15 pm

DISCHARGED

516577 Mortgage to The Rural Banking and Finance Corporation of New Zealand 24.5.1979 at 2.51 pm

DISCHARGED

541467/3 Variation of Mortgage 391737 - 15.9.1980 at 10.31 am

541467/4 Variation of Mortgage 472449 - 15.9.1980 at 10.31 am

542556 Variation of Mortgage 489393/2 - 2.10.1980 at 11.13 am

551091/1 Variation of Mortgage 489393/2 - 18.3.1981 at 10.24 am

551091/2 Variation of Mortgage 516577 - 18.3.1981 at 10.24 am

572741 Variation of Mortgage 489393/2 - 25.3.1982 at 9.59 am

581294 Transfer of a 1/10th share to Barbara Miriel Kane of Luggate married woman and Roger Norman Macossey of Dunedin solicitor - 14.10.1982 at 10.34 am

596282/4 Mortgage to the Rural Banking and Finance Corporation of New Zealand - 13.6.1983 at 11.31 am 1983

609659 Transfer of a 4/10th share Allen Kane to Barbara Miriel Kane and Roger Norman Macossey both abovesaid - 14.2.1984 at 11.20 am

613133 Variation of Mortgage 596282/4 - 12.4.1984 at 11.09 am

The within land is now known as Run 824 Block IX, X, XI and XIV Lower Hawea S.D. (3535ha) - 3.10.1985 at 9.07 am

See Re Appellation 643627/2

646337/1 Variation of Mortgage 27276 - 5.11.1985 at 9.07 am

REPLACED UNDER THE OFFICIAL INFORMATION ACT

OVER...

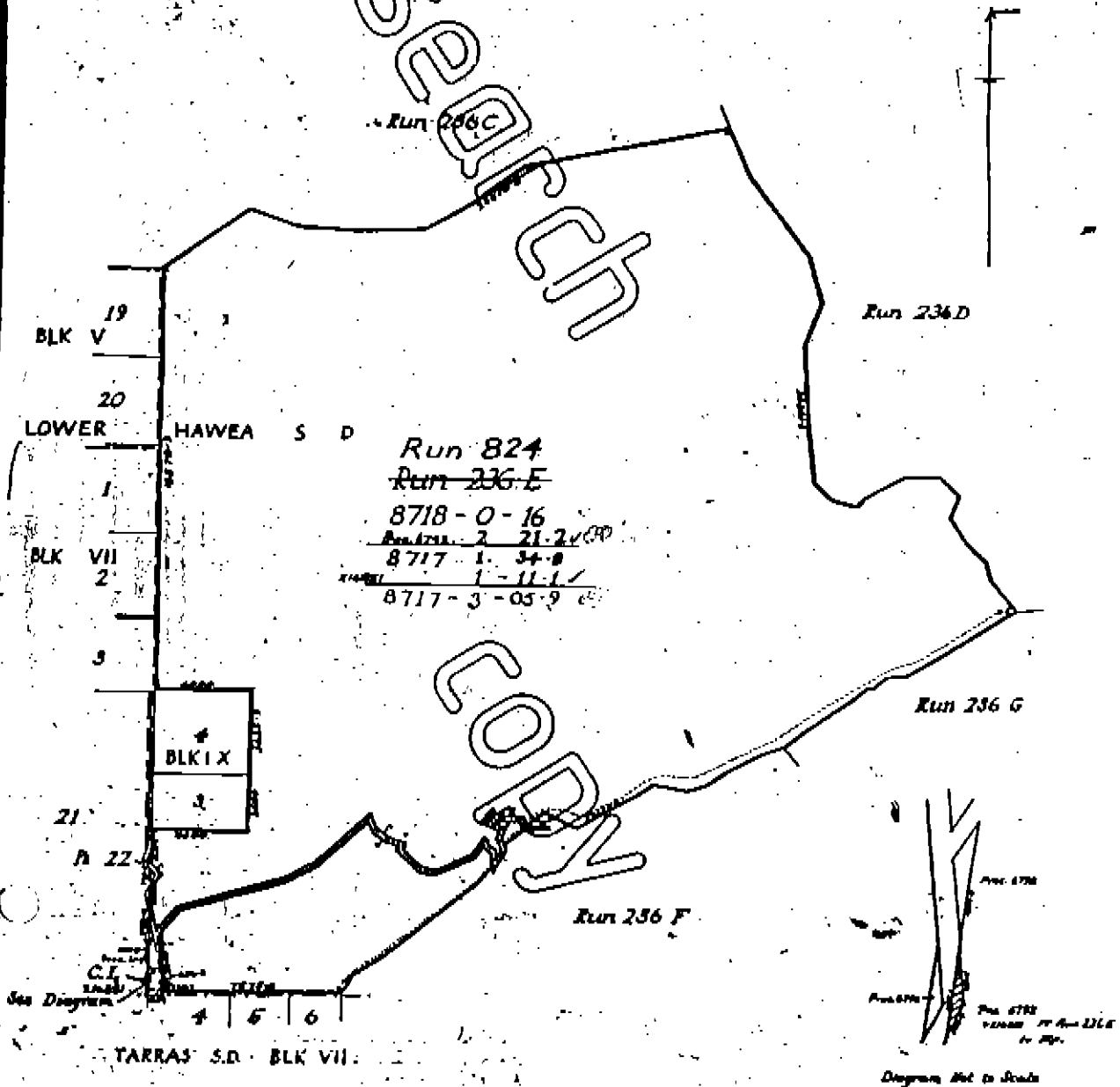
4-5-80

EQUIVALENT METRIC

AREA IS ~~2577-9632~~
3535 ha. 643627/2

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

COPY



Run 236 E, Lower Hawea Survey Dist.

Scale: 40 chains to an inch.

J.M.B.

DISCHARGED
652937 Mortgage to 1986 Bank of New Zealand
and Finance Corporation of New Zealand
- 21.3.1986 at 1.49pm

4-5-00

[Signature]
A.L.R.

DISCHARGED
889964 Mortgage to 1987 Bank of New Zealand
and Finance Corporation of New Zealand
- 2.11.1987 at 1.49pm

[Signature]
A.L.R.

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

701358 Memorandum renewing the witair
lease for a term of 33 years commencing
on 1st July 1985 and fixing for the
first 11 years the annual rent at
\$4650.00 calculated on a rental value
of \$310,000.

[Signature]
A.L.R.

704383 Transfer of his 1/2 share Allan
Kane to Barbara Miriel Kane of Luggate
Married Woman - 23.1.1991 at 10.53am

[Signature]
A.L.R.

879924 Mortgage to Bank of New Zealand -
10.4.1995 at 10.14am

[Signature]
A.L.R.

COPY



Certificate of Alteration under Section 19, Land Act, 1948

In THE MATTER of the Land Transfer Act, 1952, and the Land Act, 1948, and the Public Works Amendment Act, 1948.

and
In THE MATTER of lease (Hawea) from His Majesty the King to James William Pearson of Cromwell, Farmer.

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

Vol. 338, folio 41, Otago Land Registry.

THIS is to certify that on the 19th day of MAY, 1955, the area of land included in the above-mentioned lease (Hawea) was altered by the incorporation thereof of the land described in the First Schedule hereto and shown red in outline on the plan drawn hereon (and the exclusion thereof of the land described in the Second Schedule hereto and shown green in outline on the plan drawn hereon) without alteration in the Annual Rental.

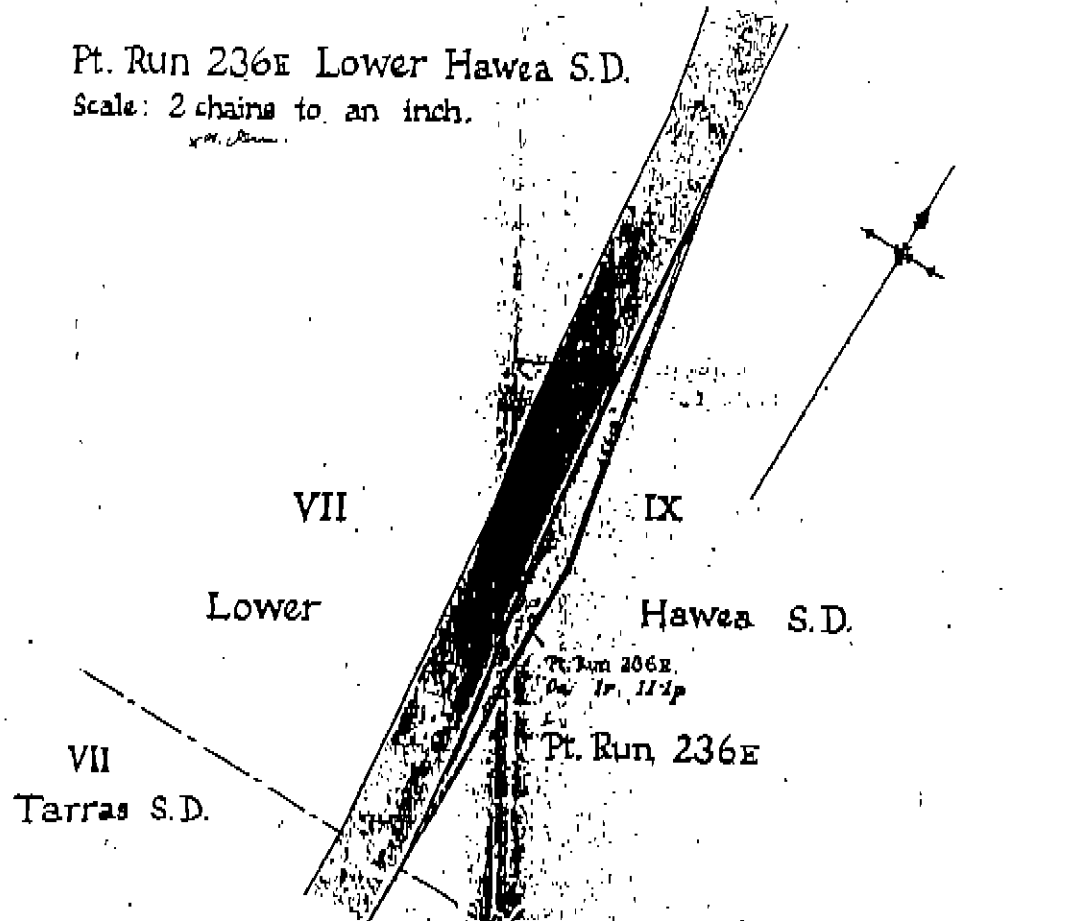
Consequent on the alteration in area aforesaid, the rental value and annual rent were altered on the same date to the following amounts:-

Rental value £- Annual rent £-

FIRST SCHEDULE (Description and plan of land incorporated)

All that piece or parcel of land containing by admeasurement one (1) rood eleven perches and one-tenth of a perch (11.1p.) more or less, being formerly Closed Road and now part of Run 236E, Lower Hawea Survey District.

Pt. Run 236E Lower Hawea S.D.
Scale: 2 chains to an inch.



As witness my hand, this 12th day of July 1955
James W. Pearson
Commissioner of Crown Lands.

16851

Certificate of Alteration

Not Registered under Land Transfer Act, 1948
Registered under Section 83, Land Act, 1948

JAMES WILLIAM PEARSON

QUEEN
HIS MAJESTY THE KING
Lessor
Grantor
Lessee
Mortgagee

RELEASED UNDER THE OFFICIAL INFORMATION ACT

PARTICULARS entered in the Register-book, Vol. 338
folio 41, the 21th day of July, 18 55 at 10.30 o'clock, a.m.



W. B. Baird
Land Registrar of the Province of Otago

Not Registered under Land Transfer Act, 1948
Registered under Section 83, Land Act, 1948.

Noted 4/10/55

LAND & DEEDS	
Nature:	<i>X</i>
Plan:	<i>10.5</i>
Date:	<i>JUL 1965</i>
Time:	<i>10.5</i>
Fee:	<i>19/6</i>
Abstract No.:	<i>19/6</i>

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

[Extract from *N.Z. Gazette*, 2 Feb. 1956, No. 5, page 107]

Land Reserved in the Land District of Otago and Vested in the Hawke Rabbit Board

PURSUANT to the Land Act 1948, the Minister of Lands hereby sets apart the land described in the Schedule hereto as a reserve for rabbit-board purposes and further, pursuant to the Reserves and Domains Act 1933, vests the said reserve in the Hawke Rabbit Board, in trust, for that purpose.

SCHEDULE

OTAGO LAND DISTRICT

Sections 6 and 7, Block IX, Lower Hawke Survey District:
Area, 1 acre 3 rods 0.7 perch, more or less. (S.O. Plan 1193d.)

Dated at Wellington this 15th day of January 1956.

E. B. CORBETT, Minister of Lands.

(L. and S. M.O. 22/2862/23; D.O. 4/198)

M. E. OWEN, Government Printer, Wellington, New Zealand.

The District Land Registrar,
DUNEDIN.

Please register this document.

A. M. Macdonald
.....
Commissioner of Crown Lands
15.2.56.

CERTIFICATE OF DISCHARGE OF LAND IMPROVEMENT AGREEMENT

NUMBER 439331

To the District Land Registrar of the Land Registration District of Otago

RELEASED UNDER THE OFFICIAL INFORMATION ACT

- 1. Particulars of Land Improvement Agreement:
Registration number and certificates of title affected:

439331 (163/175) / O.A.P.C.
- 338/41

- 2. I certify that all the requirements of the Agreement between the Otago Regional Council (previously Otago Catchment Board) and the owner have been performed or otherwise discharged so far as they affect all of the land affected by the Land Improvement Agreement of which particulars of registration are quoted above, and I forward this certificate to be deposited in your registry and the discharge noted in accordance with subsection 5 of section 30A of the Soil Conservation and Rivers Control Act 1941.

This Certificate of Discharge of Land Improvement Agreement is signed on behalf of the Otago Regional Council.

Dated at Dunedin this 30 day of November 1992

Signed by

Director Corporate Services
For and on behalf of the OTAGO REGIONAL COUNCIL

in the presence of

Witness:

[Handwritten name]

Address:

371 Garfield Avenue Dunedin

Occupation:

Administration Officer

hereinafter contained and on the part of the Owner to be observed and performed the Board will at its own expense subsidise the work

OTAGO CATCHMENT BOARDRELEASED UNDER THE
OFFICIAL INFORMATION ACT

THIS AGREEMENT made the 7th day of April 1995
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 ALLAN HANK
 of Lugbill (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 5 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

carried 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 connection with the Conservation Plan.

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

10. IT is hereby agreed by and between the parties that this Agreement is a Land Improvement Agreement under subsection (3) of Section 30 of the Soil Conservation and Rivers Control Act 1941 and that all the provisions of Section 30A of that Act shall apply to this Agreement.

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

HR

THE FIRST SCHEDULE

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

160/175 (Removable Lease) 106, Section 4, Blk. 9, Lower Havelock H.D.	58.67ha
F. 338/41 Pastoral Lease - Run 2965, Blk. 9, Lower Havelock S.D.	3,527.94ha
Total Area	3,586.61ha
	(8862 - 3 - 05.9 acres)

THE SECOND SCHEDULE

	<u>Cost</u>	<u>Employment</u> <u>Rate</u>	<u>Subsidy</u>
6.4km Temporary Spelling Fence at \$1,175/km	7,520	2 : 1	3,010
15.7km Conservation fencing at \$1,175/km	18,447	1 : 1	9,223
6km Conservation Access Track at \$250/km	1,500	1 : 1	750
1km Boundary Cattleproofing at \$425/km	425	1 : 1	212
1.2km Fencing for Off-site Control at \$1,175/km	1,410	1 : 1	705
700ha On-site A.O.S. & T.D. at \$21.55/ha	15,796	1 : 1	7,898
228ha On-site A.O.S. & T.D. at \$21.55/ha	4,929	2 : 1	3,275
107ha Off-site A.O.S. & T.D. at \$21.55/ha	<u>2,703</u>	1 : 1	<u>1,352</u>
Plus 10% Contingencies	52,326		28,228
	<u>5,233</u>		<u>2,822</u>
Plus 5% S.O. Fee	57,547		31,050
	<u>2,877</u>		<u>1,532</u>
Plus 7 1/2% Direct Charge	60,424		32,602
	<u>4,511</u>		<u>2,445</u>
	<u>364,955</u>		<u>335,047</u>

AK.

Commissioner and I do hereby
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.

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

1

THE FIRST SCHEDULE

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

162/175 (Removable Lease)
106, Section 4, Blk. 9, Lower Havelock S.D.
P. 338/41
Natural Lease - Run 2363, Blk. 9, Lower Havelock
S.D.

58,671ha

3,527.94ha

3,586.61ha

Total Area

(8862 - 3 - 05.9 acres)

THE SECOND SCHEDULE

	<u>Cost</u>	<u>Subsidy Rate</u>	<u>Subsidy</u>
6.4km Temporary Spelling Fence at \$1,175/km	7,520	2 : 1	5,013
15.7km Conservation fencing at \$1,175/km	18,447	1 : 1	9,223
6km Conservation Access Track at \$250/km	1,500	1 : 1	750
1km Boundary Cattleproofing at \$425/km	425	1 : 1	212
1.2km Fencing for Offsite Control at \$1,175/km	1,410	1 : 1	705
73ha Onsite A.O.S. & T.D. at \$21.35/ha	15,796	1 : 1	7,898
228ha Onsite A.O.S. & T.D. at \$21.35/ha	4,923	2 : 1	3,273
107ha Offsite A.O.S. & T.D. at \$21.35/ha	<u>2,303</u>	1 : 1	<u>1,152</u>
Plus 10% Contingencies	52,316		28,228
	<u>5,231</u>		<u>2,622</u>
Plus 5% S.C. Fee	57,547		31,050
	<u>2,872</u>		<u>1,532</u>
Plus 7% Direct Charge	60,424		32,602
	<u>4,511</u>		<u>2,442</u>
	364,955		835,047
	*****		*****

AR.

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

RELEASED UNDER THE OFFICIAL INFORMATION ACT

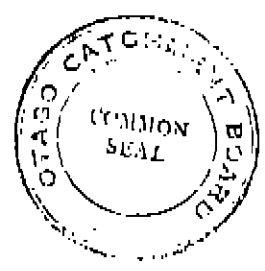
I, Allan Lane the Owner herein do hereby bind myself and my successors in title to perform and observe the terms and conditions of this Agreement.

SIGNED by the said ALLAN LANE as Owner in the presence of:

Allan Lane

W. Keith... Soil Conservator
H. G. ... 1/11/75

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

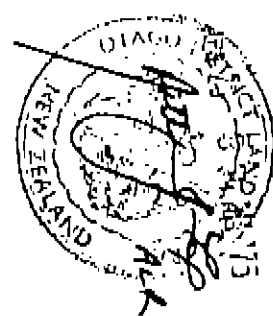


Ch. A. Haggate Chairman
A. Wilson Secretary

I, *Lozyl Vernon Wilson* 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.

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

DISCHARGED
- 3 DEC 1992
[Signature]



4 0 0 3 0 1
163/175, 338/41

P38

Mr. McKenzieRELEASED UNDER THE
OFFICIAL INFORMATION ACTBoundary Adjustment - "Glenboyle" and "Sandy Point"

Please refer renewal report on folio 414.

General Drafting have identified a discrepancy on folio 450. They have not been able to identify area ① mentioned on the report.

Although both lessors have indicated that they are happy with the present boundaries and that they would be agreeable to a boundary adjustment this was provided that this was done at no cost to them. As the area involved is fairly small and as the lessors could be liable for quite some cost perhaps it would be better to leave the legal boundaries as they are.

Your comments please.

AM/gb.

Loss Rental is an ideal time to alter boundaries - it is not an essential part though and one which does involve cost to the lessors who are reluctant to pay as the cost is minimal & there is nothing to be gained "on the ground" there is no problems.

I believe we should note cover sheets of the 3 12's involved so that we could handle in event of 14 disputes 12 addresses/requisition etc

AM

30.11.1986

I agree entirely. Nothing to be gained by entering at this stage

AM/gb 10.1.86

VARIATION OF BASE LIMITATION:

Base limitation should remain the same.

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

CLASSIFICATION: 2400 sheep + 10%

This property is unsuited to reclassification under the present policy due to dry sunny aspect faces which will always need careful grazing management. However, parts should be reclassifiable under a partial reclassification policy.

BOUNDARY ADJUSTMENTS:

- (i) Run Plan: No retirement or surrender was required under the run plan which has been completed. No adjustments to boundaries necessary.
- (ii) Land Unsuitable for Grazing: There is no Class VIII land and Class VII land all have grazing potential. No adjustments necessary.
- (iii) Public Works: There are no known Crown public works adjacent or on the lease. No adjustment necessary.
- (iv) Between Leases: A section of the boundary between this lease and Bargour (P 68) running from Camp Creek to Great Rock (refer to map) may not be on the correct line.
 * 1.
 2. Another section close to Trig Hill (actual fence line approximately marked on map) between this lease and Sandy Point also appears off the correct line. In each case both lessees are happy with the present fence lines and if no cost is payable by lessees this should be investigated and corrected if necessary. Remaining boundaries appear correct and require no adjustments.

AREAS TO BE EXCLUDED OR PROTECTED:

No areas require exclusion or additional protection other than that already provided under pastoral lease tenure. No known requirements for Section 58 strip.

RECOMMENDATIONS:

- 1. THAT the pastoral lease for this property be renewed in its entirety over 3527.8592 ha.
- 2. THAT the base limitation remain the same - 2400 sheep plus 10%

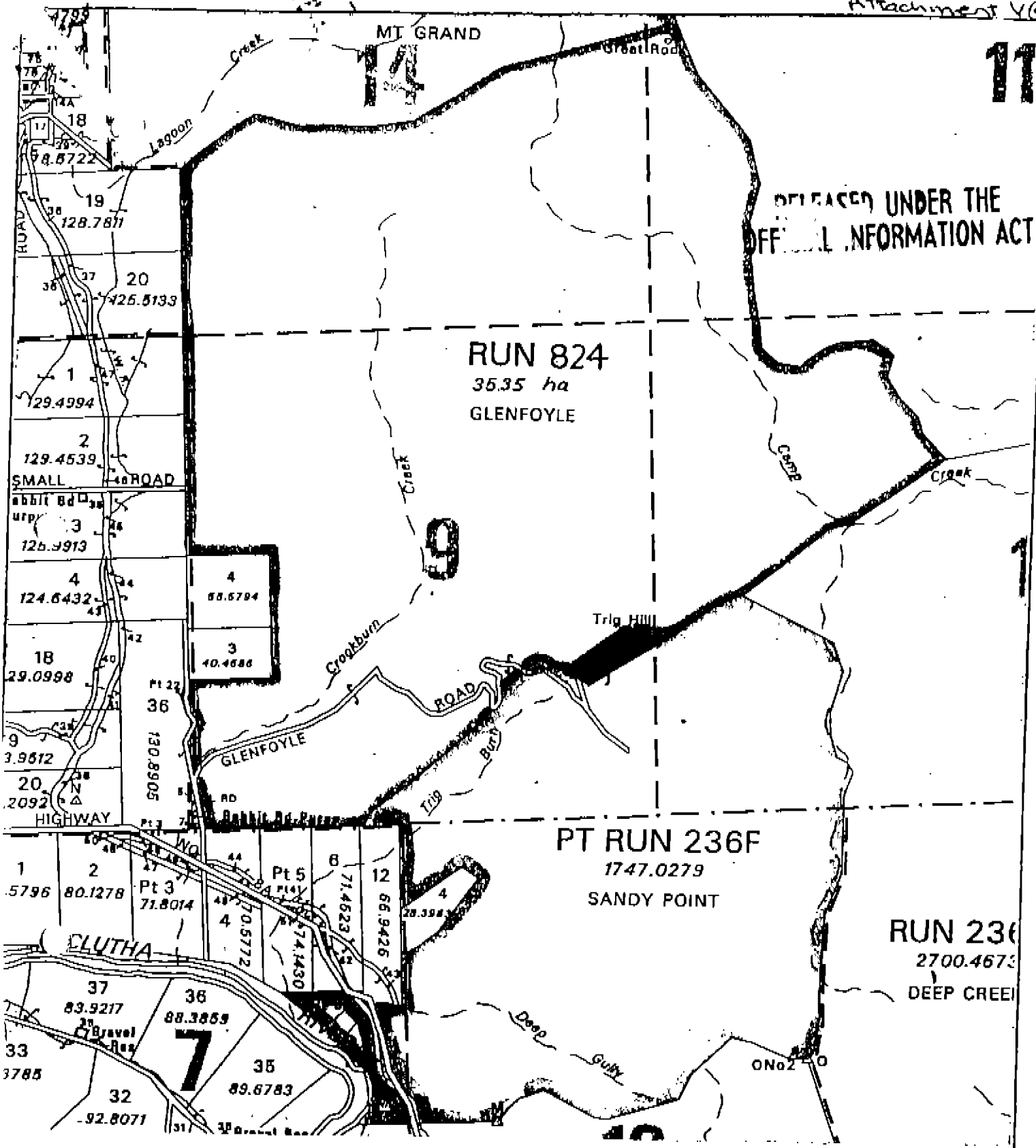
SJK Bamford
S J K BAMFORD
FIELD OFFICER
27/8

Recommendations endorsed. No additional protection above that provided under Pastoral lease is required.

Recommendations endorsed

[Signature]
AOFD 21-8-84


[Signature]
DFO 12/10/84



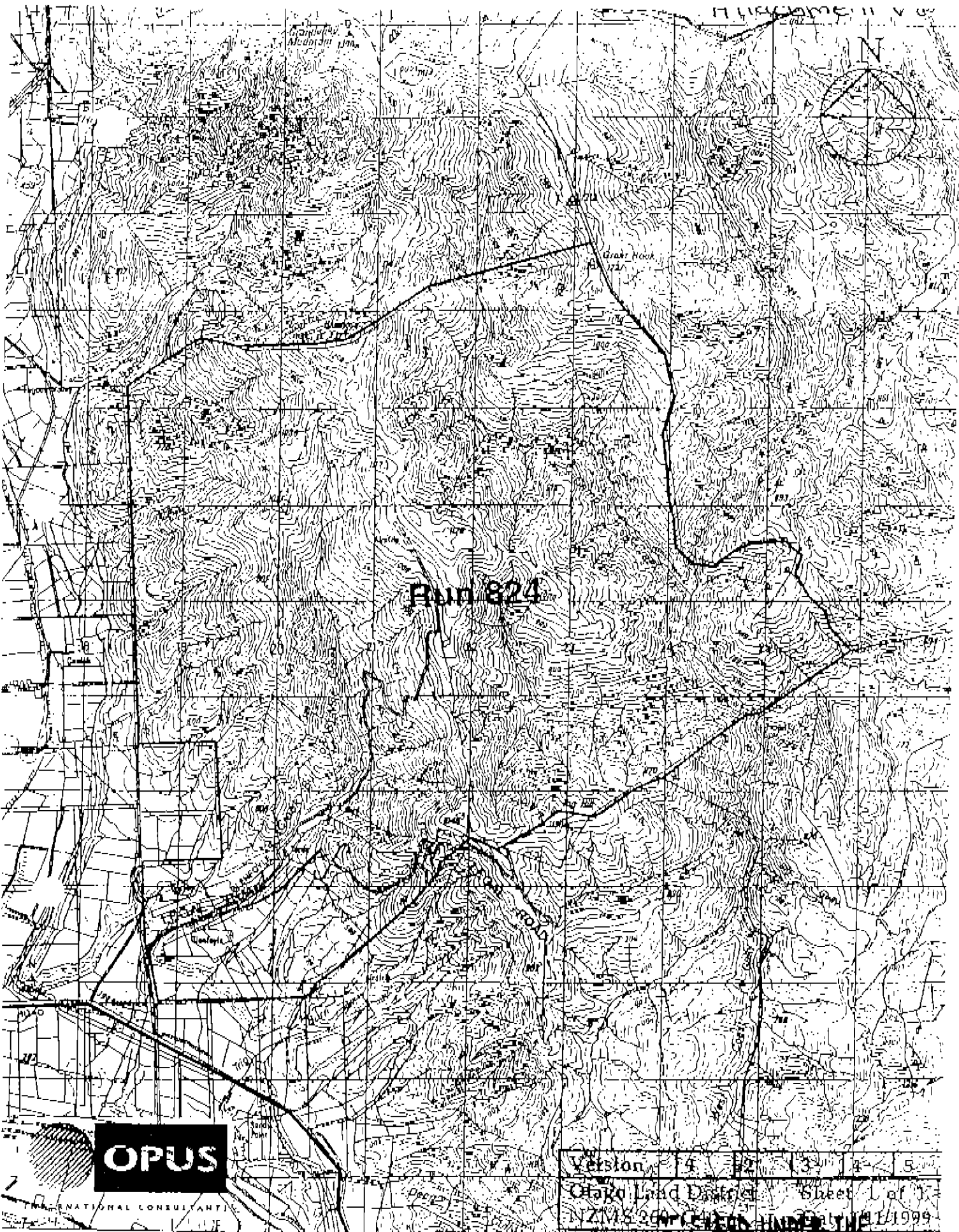
RELEASED UNDER THE OFFICIAL INFORMATION ACT

Legend

-  Land in C.L. 338/41
-  Land in C.L. A2/1206
-  Proposed Boundary Adjustment

LOCK IX, X, XI, XIV LOWER HAWEA VIII, X TARRAS		SURVEY DISTRICT		SCALE 1 : 50 000	
LOCAL AUTHORITY Vincent County				OTAGO LAND DISTRICT	
DRAWN BY D.J.B.	CHECKED BY 	DATE FEB. 1986	FILE P 38	REF. PLANS NZMS 261 G 40	AIR PHOTOS





OPUS
INTERNATIONAL CONSULTANT

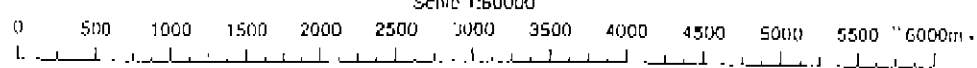
Version 1 2 3 4 5
 Otago Land District Sheet 1 of 3
 NZMS 260 (1999) UNDER THE 1999

Glenfoyle

OFFICIAL INFORMATION ACT

Scale 1:60000

Boundary
Irregularity



Pastoral Lease Renewal - GlenfoyleRELEASED UNDER THE
OFFICIAL INFORMATION ACT

Below are comments relating to natural and cultural values detected during the inspection and information of relevance which has subsequently come to hand.

Vegetation

There are extensive areas of Kanuka/Manuka scrub present in the Camp Creek catchment. These areas are confined generally to the very steep rocky faces and the scrub is lightly scattered with only small areas where it becomes quite dense. It is interspersed with matagouri on the better land and bracken especially at lower altitudes. Rock outcrops contain the common shrub species typical of the region, eg Hebe comterburlehsis and Senecio hastii and Hellsrysum selago and Celmislo riscosa. Snow tussock on the property is virtually all AOSTD and considerably modified as is the Fescue tussocklands. No significant areas where the native inter-tussock species remain were identified.

Zoological

During the inspection, favourable sites for rare lizards were checked but none were located. A subsequent inspection by Wildlife Service, following on from their inspection of Morven Hills Pastoral Lease, recorded lizards on Glenfoyle at the following location:

Lelobplisma otagense MR 5115 181129

One sitting only from a more or less contiguous area of habitat (20 ha areas, 640-850 m.a.s.l.)

The Wildlife Service Report (Author A H Whitaker) is for information only and does not contain firm recommendations for reservation of either *L. otagense* or the other rare lizard *L. grande*. Whilst Wildlife Service point out that the report is not comprehensive enough and therefore does not give it its official blessing, the report recommendations cannot be entirely discounted. It is accepted that more information is required to recommend specific conservation measures. However, the fact that these lizards have been recorded from part of the property, and that there is considerable suitable habitat present cannot be ignored.

The report recommends that all of the Camp Creek catchment needs detailed surveying.

In addition, no further modification of the habitat should be permitted until Wildlife Service complete this survey. It has already been AOSTD but there should be a restriction on issuing burning permits specifically for this habitat.

Quail and Chukor are present in low numbers on the property.

Historical

The only recorded historic site is a stone cottage, NZAA no S124/39 at MR 128097. Site condition is described as very good and is ranked B2, ie site should be investigated archaeologically before modification and destruction and it has a moderate value for interpretation. It apparently was one of the original boundary riders cottages of the original Morven Hills property and is more than 100 years old. NZHPT should be asked to comment on specific protection, if any, required.



COMPUTER INTEREST REGISTER
UNDER LAND TRANSFER ACT 1952



Search Copy

H. W. Muir
Registrar-General
of Land

Identifier **OT338/41**
Land Registration District **Otago**
Date Registered 04 December 1953 11:23 am

Prior References
OT228/217

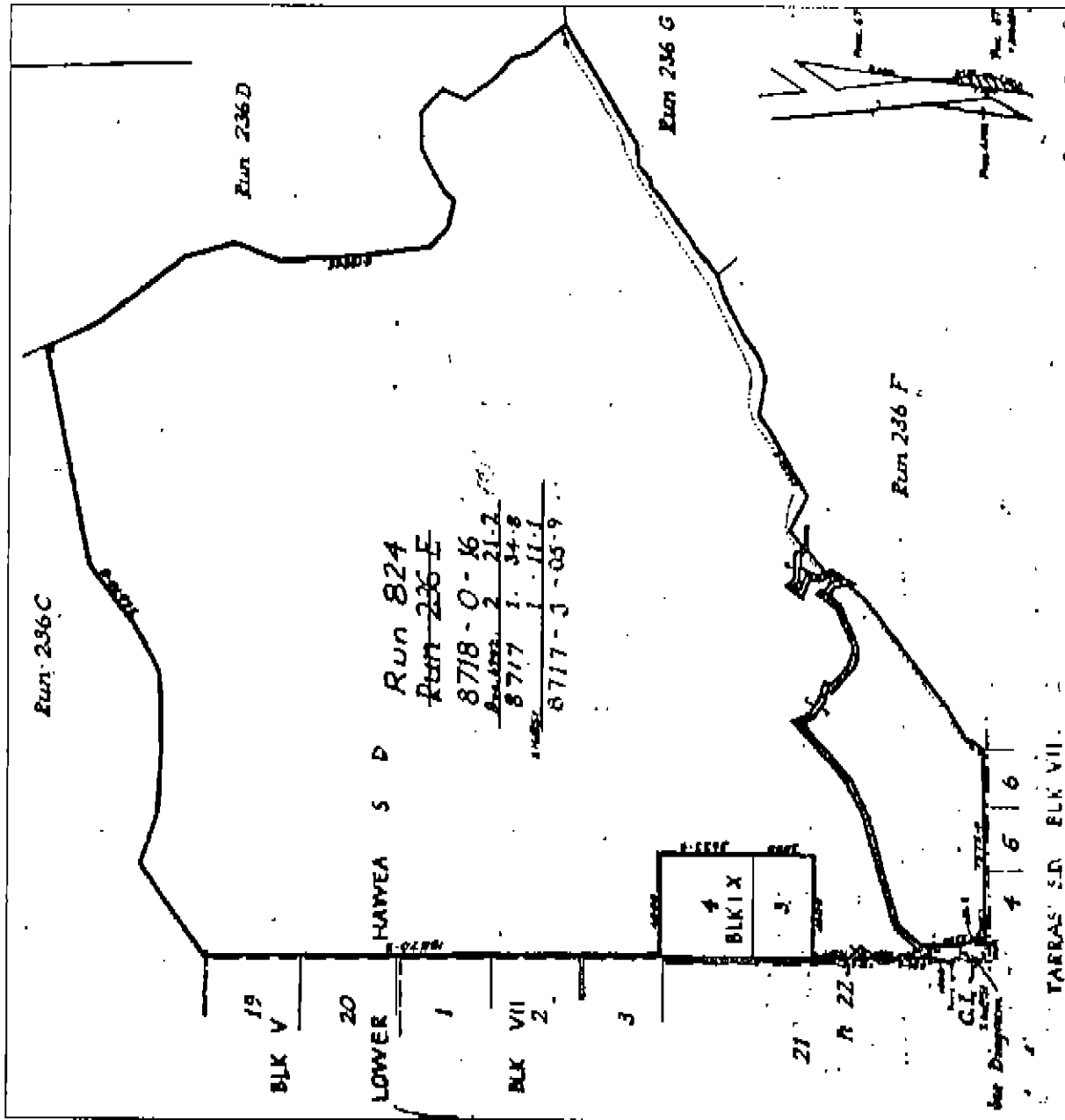
Type	Lease under s83 Land Act 1948		
Area	3535.0000 hectares more or less	Term	33 years from 1.7.1985
Legal Description	Run 824		
Proprietors	Glenfoyle Limited		

Interests

879924 Mortgage to Bank of New Zealand - 10.4.1995 at 10:14 am
5347385.1 Variation of within Lease - 17.9.2002 at 3:27 pm
5359233.1 Mortgage to Bank of New Zealand - 30.9.2002 at 3:14 pm

Identifier

OT338/41





COMPUTER INTEREST REGISTER
UNDER LAND TRANSFER ACT 1952



R. W. Muir
Registrar-General
of Land

Historical Search Copy

Identifier **OT338/41**
Land Registration District **Otago**
Date Registered 04 December 1953 11:23 am

Prior References
OT228/217

Type	Fee Simple	Term
Area	3535.0000 hectares more or less	33 years from 1.7.1985

Legal Description Run 824

Original Proprietors

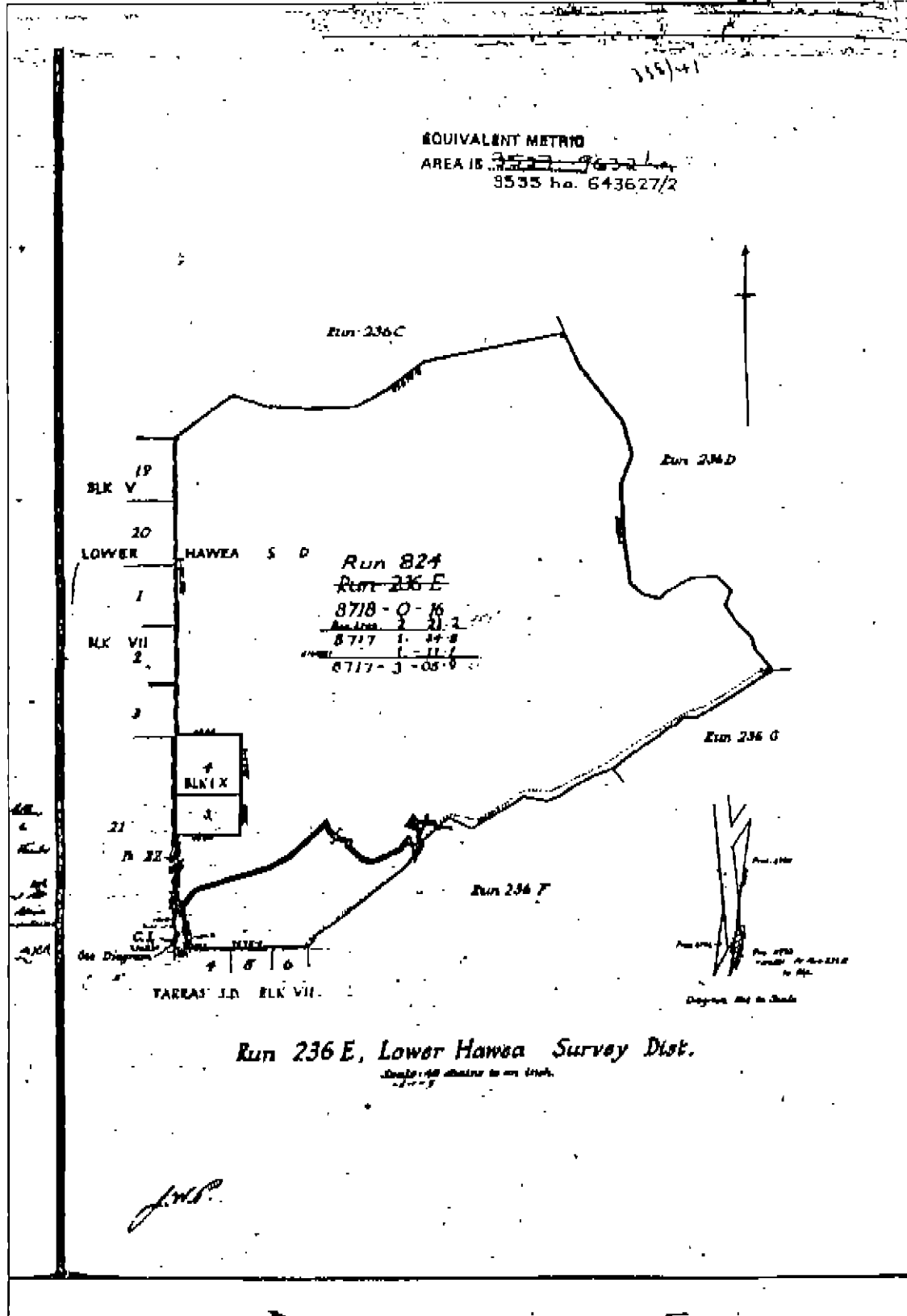
Allan Kane as to a 1/4 share
Barbara Miriel Kane as to a 1/4 share
Barbara Miriel Kane and Roger Norman Macassey as to a 2/5 share
Barbara Miriel Kane and Roger Norman Macassey as to a 1/10 share

Interests

879924 Mortgage to Bank of New Zealand - 10.4.1995 at 10:14 am
5073418.2 Departmental Dealing to convert within title into Landonline and bring forward memorial 879924 - 20.8.2001 at 9:30 am
5073499.1 Departmental Dealing to correct estate from fee simple to Leasehold registered under Section 83 Land Act 1948 - 20.8.2001 at 9:31 am
5347385.1 Variation of within Lease - 17.9.2002 at 3:27 pm
5347385.2 Transfer to Glanfoyle Limited - 17.9.2002 at 3:27 pm
5359233.1 Mortgage to Bank of New Zealand - 30.9.2002 at 3:14 pm

Identifier

OT338/41



359/41

- (1) THAT the Lessee shall have no right of occupancy of the said land.
- (2) THAT the Lessee may, with the prior consent in writing of the Commissioner, give subject to such conditions as the Commissioner may think fit,
 - (a) to take any portion of the said land for the purpose of giving rights of use to the said Lessee;
 - (b) to give any portion of the said land to be subject to the use of (himself and family and his employees);
 - (c) to give any portion of the said land to be subject to the use of (himself and family and his employees);
 - (d) to give any portion of the said land to be subject to the use of (himself and family and his employees);
 - (e) to give any portion of the said land to be subject to the use of (himself and family and his employees);

SCHEDULE
IMPROVEMENTS BELONGING TO THE CROWN AND BEING FURNISHED BY THE LESSEE
 All

IN WITNESS WHEREOF the Commissioner of Crown Lands for the Land District of ... on behalf of the Lessee, both hereto set his hand, and these presents have also been executed by the said Lessee.

Witness my hand and seal, as Commissioner of Crown Lands, in the presence of:
 Witness: *[Signature]*
 Commissioner of Crown Lands, Victoria
 Witness: *[Signature]*
 Commissioner of Crown Lands, Victoria

[Signature]
 Commissioner of Crown Lands
[Signature]

(3) THAT the Lessee shall be deemed not to have failed to use due care in stocking, or to have overstocked so long as the number of sheep depastured on the said land does not exceed 2000 (being an increase of ten per cent on the carrying capacity on which is based the rent hereinafore provided) but the Commissioner may by notice in writing permit the Lessee to depasture thereon any greater number should he deem it advisable or expedient so to do. Any depasturing so permitted shall be subject to restrictions as announced by the Commissioner at any time and particularly in the event of a drought. Any variation sanctioned by the Commissioner shall not affect the rent payable hereunder.

[Handwritten notes and signatures]
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THIS APPROVED COPY IS HEREBY CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL INSTRUMENT FOR THE PURPOSES OF SECTION 124(1)(b) TRANSFER ACT 1952.

369171 Transfer to Allen Kane of Luggate Farmer - 22.12.1970 at 11.2

(SEE OVERLEAF)

<p>Variation of Mortgage 272876 - 27.12.1970 at 11.24 am <i>[Signature]</i> A.L.R.</p>	<p>541467/1 Variation of Mortgage 272876 - 15.9.1980 at 10.31 am <i>[Signature]</i> A.L.R.</p>
<p>365172 Mortgage to Mrs Agnes Kane and The Trustees of the Kane Trust Company of New Zealand Limited - 12.1970 at 11.28 am <i>[Signature]</i> A.L.R.</p>	<p>541467/3 Variation of Mortgage 391737 - 15.9.1980 at 10.31 am <i>[Signature]</i> A.L.R.</p>
<p>Variation of Mortgage 391737 - 15.9.1972 at 11.30 am <i>[Signature]</i> A.L.R.</p>	<p>541467/4 Variation of Mortgage 472449 - 15.9.1980 at 10.31 am <i>[Signature]</i> A.L.R.</p>
<p>391737 Mortgage to Advances Corporation of New Zealand - 9.12.1972 at 11.50 am. <i>[Signature]</i> A.L.R.</p>	<p>342556 Variation of Mortgage 409393/2 - 2.10.1980 at 11.13 am <i>[Signature]</i> A.L.R.</p>
<p>Variation of Mortgage 472449 - 20.1.1975 at 11.55 am. <i>[Signature]</i> A.L.R.</p>	<p>551091/1 Variation of Mortgage 409393/2 - 18.3.1981 at 10.24 am <i>[Signature]</i> A.L.R.</p>
<p>459351 Land Improvement under subsection (3) of Section 309 and under Section 30A of the Soil Conservation and Rivers Control Act 1947 - 20.1.1975 at 9.54 am <i>[Signature]</i> A.L.R.</p>	<p>551091/2 Variation of Mortgage 516577 - 18.3.1981 at 10.24 am <i>[Signature]</i> A.L.R.</p>
<p>472449 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 2.2.1977 at 2.39 pm <i>[Signature]</i> A.L.R.</p>	<p>572741 Variation of Mortgage 489393/2 - 25.3.1982 at 9.59 am <i>[Signature]</i> A.L.R.</p>
<p>484093 Certificate vesting Mortgage 391737 in the Rural Banking and Finance Corporation of New Zealand - 31.8.1977 at 10.26 am <i>[Signature]</i> A.L.R.</p>	<p>584294 Transfer of a 1/10th share to Barbara Miriel Kane of Inggate married woman and Roger Norman Macasey of Dunedin solicitor - 14.10.1982 at 10.34 am <i>[Signature]</i> A.L.R.</p>
<p>489393/1 Variation of Mortgage 472449 - 13.12.1977 at 12.15 pm <i>[Signature]</i> A.L.R.</p>	<p>596282/4 Mortgage to the Rural Banking and Finance Corporation of New Zealand - 13.6.1983 at 11.17 am 1983 <i>[Signature]</i> A.L.R.</p>
<p>489393/2 Mortgage to the Rural Banking and Finance Corporation of New Zealand - 13.12.1977 at 12.15 pm <i>[Signature]</i> A.L.R.</p>	<p>609639 Transfer of a 4/10th share Allen Kane to Barbara Miriel Kane and Roger Norman Macasey both above named - 14.9.1984 at 11.20 am <i>[Signature]</i> A.L.R.</p>
<p>516577 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 11.1.1979 at 2.51 pm <i>[Signature]</i> A.L.R.</p>	<p>613133 Variation of Mortgage 596282/4 - 12.4.1984 at 11.09 am <i>[Signature]</i> A.L.R.</p>
<p><i>[Signature]</i> A.L.R.</p>	<p>The within land is now known as Run 824 Block IX, X, XI and XIV Lower Manga S.D. (4335ha) - 3.10.1985 at 9.07 am See Re Appellation 643627/2 <i>[Signature]</i> A.L.R.</p>
<p><i>[Signature]</i> A.L.R.</p>	<p>648337/1 Variation of Mortgage 272876 - 5.11.1985 at 9.07 am <i>[Signature]</i> A.L.R.</p>

OVER....

Identifier

OT338/41

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

C.P. 330/41

452937 Mortgage to Bank of New Zealand
and Finance Corporation of New Zealand -
21.3.1986

[Signature]
A.L.R.

689964 Mortgage to Bank of New Zealand
and Finance Corporation of New Zealand -
2.11.1987 at 1.4%

[Signature]
A.L.R.

701358 Memorandum renewing the within
lease for a term of 33 years commencing
on 1st July 1985 and fixing for the
first 13 years the annual rent at
\$4650.00 calculated on a rental value
of \$310,000.

771383
A.L.R.

771383 Transfer of his 1/2 share Allan
Kane to Barbara Mirel Kane of Loggata
Married Woman - 23.1.1991 at 10.53am

[Signature]
A.L.R.

879924 Mortgage to Bank of New Zealand -
10.4.1986 at 10.14am

[Signature]
A.L.R.

