

## **Crown Pastoral Land Tenure Review**

**Lease name : KINGSTON STATION**

**Lease number : PS 034**

### **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.

**May 09**

## FORESTRY ENCOURAGEMENT AGREEMENT

## APPLICATION FOR REGISTRATION

To the District Land Registrar,

Southland Registry.

I, George Michael O'Neill, Conservator of Forests,

Southland

Conservancy, HEREBY CERTIFY that the within is a true duplicate of a Forestry

Encouragement Agreement affecting an estate ~~in fee simple~~ of leasehold/ in the land

described in the Schedule hereunder written; subject to the encumbrances therein set out

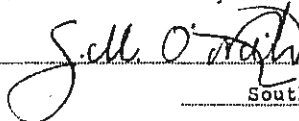
## SCHEDULE

AREA			LOT AND DEPOSITED PLAN (or other sufficient description where land not described in terms of complete lots on a deposited plan)	ENCUMBRANCES	TITLE REFERENCE (and lease or licence number where applicable)	
A.	R.	P.			Vol.	Fol.
14,015	0	00	Run 323A Kingston, Lorn and Rockyside Survey Districts	Mortgages 177179 and 177952  225648 Agreement under Soil Conservation and River Control Amendment Act 1959 (Southland Catchment Board)	(Pastoral Lease) 201	158

of which John Bradberry Nelson of Kingston, farmer

is/are registered as proprietor/s and I HEREBY APPLY to have the said Agreement registered against the said land pursuant to section 5 of the Forestry Encouragement Act 1962. I further CERTIFY that the Agreement is one that may be registered against the land under section 5 of the Forestry Encouragement Act 1962 and that the following persons have been notified of the Agreement: State Advances Corporation of New Zealand as mortgagee in mortgage 177179  
~~John Atkinson Nelson as Mortgagee~~ in mortgage 177952 - John Bradberry Nelson and Anthony Robert Milner  
 Southland Catchment Board in respect of Agreement 225648 Nelson

Dated at Invercargill

this 13<sup>th</sup> day of November 1969


Conservator of Forests,

Southland

Conservancy.

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# AGREEMENT

MEMORANDUM OF AGREEMENT made this 31st day of October 1969 between HER MAJESTY THE QUEEN acting by and through the Conservator of Forests Southland pursuant to a written delegation by the Minister of Forests (which delegation is hereby admitted and acknowledged) hereinafter called "the Conservator" of the first part AND John Bradberry Nelson of Kingston, farmer

State full name, address, and occupation of each Owner.

(hereinafter unless the context requires otherwise with his her their or its executors administrators permitted assigns successors and successors in title called "the Owner" which term shall in this Agreement unless the context requires otherwise include also every covenantor surety and guarantor) of the second part-AND-

State full name, address, and occupation of each Surety.

~~Delete if no surety. (hereinafter unless the context requires otherwise with his her their or its executors administrators and successors called "the Surety") of the third part~~

WHEREAS the Owner is the registered proprietor of the estate or interest described in the Application for Registration endorsed hereon or annexed hereto in the land described in such Application (hereinafter called "the secured area")

State loan area. AND WHEREAS a portion of the secured area containing approximately forty acres as shown or delineated in the locality plan endorsed on or annexed to this Agreement (hereinafter called "the loan area") has been or is intended to be planted in trees in accordance with and managed in compliance with the declaration of objects and of programme of management contained in or annexed to this Agreement (hereinafter called "the Plan of Operations" which term shall include all amendments or variations of or substitutions for such declaration agreed upon and executed by and between the parties and registered or intended to be registered accordingly)

State total sum to be lent. NOW THEREFORE IN CONSIDERATION of the sum of three thousand five hundred dollars (\$3,500)

State appropriate sum. (hereinafter called "the principal sum" including therein unless the context requires otherwise the sum of three hundred dollars (\$300)

As appropriate delete item (1) or (2): ~~(1) advanced by way of additional establishment or tendering loan to a local authority which last mentioned sum is hereinafter called "the additional loan"~~

delete item (2): substituted "twenty" for "ten" (2) advanced by way of Repayment Insurance Premium in respect of loan repayment insurance as hereinafter specified comprising a cover or series of covers each for a period of ten ~~ten~~ twenty years which period is hereinafter called "the debt period insured")

LENT to the Owner by HER MAJESTY THE QUEEN acting as aforesaid (the receipt whereof is hereby acknowledged) pursuant to the Forestry Encouragement Act 1962 (hereinafter called "the Act")

## THE OWNER HEREBY ACKNOWLEDGES COVENANTS AND AGREES AS FOLLOWS:

Reimbursement. 1. EXCEPTING any amount representing Repayment Insurance Premium the principal sum has been received by the Owner in reimbursement of indebtedness incurred or in allowance for work performed by or on behalf of the Owner on establishing or managing a tree-crop in the loan area in full and strict accordance with the Plan of Operations (which Plan of Operations shall hereinafter be deemed unless the context requires otherwise to be included in every reference in these presents to this Agreement).

Interest at 3 percent on prompt payment. 2. SUBJECT to the provisions of this Agreement relating to payments from and after the Determining Date as hereinafter set out THE OWNER SHALL on the thirty-first day of December first following the date on which the Conservator makes payment of the principal sum or makes the first payment of any portion of the principal sum to or on behalf of the Owner (which date of payment or first payment is hereinafter called "the date of advance") and thereafter on the thirty-first day of December in each and every year until such time as subject to the provisions of this Agreement regarding remission and notice the principal sum with interest thereon to date of repayment has been repaid in full-

(1) Subject to the appropriate provisions of clause 3 of this Agreement PAY to the Conservator interest on the principal sum (exclusive of the additional loan if any) or on so much thereof as shall from time to time be owing (including therein such sums by way of capitalised interest as may have been added to the principal sum) at the rate of Five per centum per annum PROVIDED HOWEVER that if the Owner shall have duly and punctually paid performed kept and observed all moneys covenants conditions and other obligations on the part of the Owner in or by this Agreement contained or implied the Conservator will accept interest at the rate of Three per centum per annum in lieu of interest at Five per centum per annum if and as often as the Owner shall pay or cause to be paid such interest on or before or within one calendar month of any day hereby appointed for the payment of interest AND

If Owner is Local Authority, insert interest rates; otherwise delete item (2). ~~(2) PAY to the Conservator interest on the additional loan at the rate of~~ per centum per annum reducible however to per centum per annum on the same terms and conditions as are set out in subclause (1) of this clause in respect of the reduction of interest.

Compounded interest on suspensory/fully repayable portion. 3. (1) FROM time to time until the Determining Date hereinafter provided for, the undermentioned portions of the interest provided for in and under this Agreement shall as the said interest accrues and falls due on each thirty-first day of December be added by way of capitalisation to the portion of the principal sum on which such interest has so accrued, namely-

(1) (a) ALL INTEREST in respect of one half (hereinafter called "the suspensory portion") AND

Delete (b) (both lines) if Owner pays cash interest on fully repayable portion of loan. (b) The Owner, not being a local authority, having irrevocably so elected, and in every case where the Owner is a local authority, ALL INTEREST in respect of the other one half (hereinafter called "the fully repayable portion") of such portion of the principal sum (excluding therefrom the additional loan if any and all moneys expended by the Conservator by way of protection of the rights and interests of the Conservator in and under this Agreement) as up to the abovementioned Determining Date shall have been paid by way of disbursement by the Conservator to or on behalf of the Owner in respect of any work specified in the Plan of Operations and shall not meantime have been repaid AND

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Delete (11) if Owner pays cash interest on Premium lent or if Owner is local authority.

- (11) The Owner, not being a local authority, having irrevocably so elected, ALL INTEREST in respect of such portion if any of the principal sum as is specified in this Agreement as having been advanced by way of Repayment Insurance Premium.
- (2) THE OWNER shall pay to the Conservator interest on such capitalised interest from the date of capitalisation at the rates and on the dates specified in this Agreement as though it had formed part of the original principal sum.
- (3) THE OWNER shall pay to the Conservator the whole of any balance of interest due but not so capitalised under the provisions of this Clause of this Agreement on the terms and conditions set out in this Agreement in respect of the payment of interest on the principal sum.

Plan of operations.

4. THE OWNER shall at all times and in all respects and to the satisfaction of the Conservator observe comply with follow out and perform at the expense of the Owner all and singular the provisions of the Plan of Operations and shall in particular from time to time to the like satisfaction and at the like expense (but without derogation from the general intent of this clause)

(1) Prior written "prescription" before work.

- (1) Before commencing spraying or scrubcutting burning off or other clearing work, soil preparation, fencing, planting, release cutting, pruning, thinning, or other principal or express stage or work set out in the Plan of Operations supply in writing to the Conservator for and subject to the approval of the Conservator unless dispensed with by the Conservator in writing a statement (hereinafter called "the Prescription") setting forth in such detail as the Conservator shall require the nature and method of the work intended to be done by the Owner by way of compliance with such stage or work:

(2) Follow plan of operation.

- (2) Prepare plant tend and manage the loan area and the tree-crop thereon only in accordance with the Plan of Operations:

(3) Observe Statutes, etc.

- (3) Comply and cause all lessees (including sublessees) and all servants workmen agents contractors visitors licensees lessees permittees and invitees of the Owner or of any lessee (including sublessees) to comply in all respects with the lawful requirements of all Acts regulations bylaws requisitions and other authorities and all provisions in or by the Plan of Operations contained or implied and take and cause such persons to take all proper measures (including on the part of the Owner fencing and spraying whether or not referred to in the Plan of Operations) in respect of all or any of the prevention control or eradication of infection damage or loss by or through plant diseases plant pests or animals whether noxious or not and in respect of the prevention and/or the control of fire (including the payment of all lawful contributions and levies) and in respect of all other precautions safety and conservation measures affecting or relating to the whole or any part of the loan area and/or the tree-crop thereon:

(4) Employ consultant Where appropriate delete "In authority".

- (4) In every case where the Owner is a local authority, on receipt of notice in writing to such effect given by the Conservator, employ or engage as a forest consultant and follow the advice of a person or persons skilled and experienced in forestry in order to ensure the compliance by the Owner with the requirements specified in this clause:

(5) Request approved.

- (5) Where any principal or express stage or work set out in the Plan of Operations is in the opinion of the Owner capable of being approved by the Conservator as a major utilisation as hereinafter defined, request the Conservator in writing to approve accordingly.

Unauthorised cutting.

5. THE OWNER shall not without the prior consent in writing of the Conservator cut or remove or grant any right or in any manner permit or suffer any person to cut or remove any trees logs or timber products situated or grown on or in the loan area otherwise than in accordance with the Plan of Operations.

Rates and other commitments.

6. FROM time to time and at all times the Owner shall to the satisfaction of the Conservator keep fully insured all buildings on the secured area and shall duly and punctually pay or cause to be paid all rates taxes charges assessments impositions and outgoings (including all moneys payable to any local authority or public body) rated charged assessed or imposed upon or payable in respect of the secured area or any part thereof AND shall fully comply and secure compliance with all lawful requirements notices and demands under all statutory provisions regulations bylaws requisitions or other authorities in respect of the whole or any part of the secured area for the time being in force AND shall not do or permit or suffer to be done any act deed or thing whereby the secured area or any part thereof shall become charged in full or partial discharge postponement or impairment of the rights powers and remedies of the Conservator under this Agreement or in priority to this Agreement or to the charge in respect of this Agreement provided for in the Act AND shall duly and punctually pay all principal interest and other moneys secured by and shall perform and observe all the covenants and conditions contained or implied in or by any mortgage or other charge having priority to this Agreement or to the charge in respect thereof as aforementioned AND shall not without the prior consent in writing of the Conservator subsequently to the date of this Agreement or of any contract preceding and stipulating or requiring the execution of this Agreement so charge or mortgage the secured land that all or any portion of any moneys secured or intended to be secured by subsequent charge or mortgage shall rank in priority to the whole or any portion of the principal sum and interest and other moneys hereby secured or intended to be secured.

AND IT IS HEREBY COVENANTED AGREED AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:

Loan Repayment Insurance.

7. WHERE the Owner is not a local authority the Conservator may and where the Owner is a local authority the Owner to the satisfaction of and in the name of the Conservator shall in respect of each and every several payment by way of disbursement of the principal sum or any portion thereof by the Conservator to or on behalf of the Owner towards the cost of the planting or tending of trees on the loan area insure and keep insured during the debt period insured the interest of Her Majesty the Queen under this Agreement against the total or partial loss destruction injury or damage by fire (other than through the wilful act of the Owner) of or to all or any portion of the trees logs timber products and fences grown produced or erected pursuant to the Plan of Operations and situated on or relating to and whilst contained in the loan area (hereinafter called "the risk") to an amount not less than the total indebtedness from time to time of the Owner to the Conservator under this Agreement in respect of such several payment including accrued interest thereon capitalised, if any, PROVIDED HOWEVER and it is hereby agreed and declared that—

- (1) In respect of each such several payment the debt period insured shall commence from and including the date on which the payment was made;
- (2) For the purposes of this Clause every portion of the principal sum paid from time to time by way of disbursement by the Conservator to or on behalf of the Owner in respect of work specified in the Plan of Operations (other than the aforesaid planting or tending) together with every portion of the principal sum representing repayment insurance premium if any shall be apportioned to and be deemed to be added to so as to form part of the aforesaid total indebtedness in such manner as the Conservator shall consider appropriate;
- (3) Where the Owner is a local authority the Owner at least one day before each premium on such insurance shall become due shall duly pay the same and shall forthwith deliver all relevant policies and receipts to the Conservator;
- (4) The Conservator on receipt by him and to the extent of all moneys payable to him under such insurance shall apply the same first in or towards payment of interest accrued and other moneys due under or by virtue of this Agreement but not yet paid or added to the principal sum and secondly in or towards payment of the principal sum in accordance with Clause 14 of this Agreement except as to notice;

Delete or state period.

- ~~(5) The Owner being a local authority the debt period insured shall comprise \_\_\_\_\_ years;~~
- (6) The insurance cover obtained pursuant to this Clause may provide that the amount payable thereunder in respect of trees shall not exceed per acre the total indebtedness of the Owner per acre computed in accordance with this Clause.

Remission of principal and interest on determining date.

8. IN the manner set out and subject to the conditions contained in this clause Her Majesty the Queen acting as aforesaid SHALL REMIT FORGIVE DISCHARGE AND CANCEL as at a Determining Date ascertained as hereinafter provided for—

- (1) So much of the suspensory portion of the loan, as hereinbefore defined, as shall not meantime have been repaid and
- (II) Such interest (including interest from the last preceding thirty-first day of December to such Determining Date and interest added to principal by way of capitalisation as hereinbefore provided for) on the said suspensory portion as shall upon such Determining Date remain due and unpaid:



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PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

(1) For the purpose of having the aforementioned Determining Date ascertained the Owner SHALL upon the earlier of

(a) In the case of an Owner other than a local authority—

(i) The expiration of twenty years from the date of advance, or

(ii) The commencement in the opinion of and to the satisfaction of the Conservator of any tree-felling relating (in the like opinion and to the like satisfaction) to a disposal of forest produce appreciably fulfilling in the opinion of the Conservator an Object specified in the Plan of Operations and comprising all or part of the tree-crop in the loan area (such disposal being in this Agreement called a "major utilisation") provided that such major utilisation has been proposed as such to the Conservator by the Owner in writing (whether by way of the Prescription or otherwise) and has been approved in writing by the Conservator

(b) In every case where the Owner is a local authority—

(i) The expiration of forty years from the date of advance, or

(ii) The commencement in the opinion of and to the satisfaction of the Conservator of the clear-felling of the tree-crop in the loan area provided that such clear-felling has been proposed as such to the Conservator by the Owner in writing (whether by way of the Prescription or otherwise) and has been approved in writing by the Conservator

in writing REQUEST the Conservator to compute the Determining Date for the purposes of this Agreement.

(2) Upon receipt by him of such request the Conservator shall, or at his own discretion the Conservator may, if he is fully satisfied that all terms and conditions of all kinds contained and implied in or by this Agreement have up to date of such receipt or satisfaction been complied with and that the event according to which the Determining Date should be calculated has occurred, issue a Certificate by Way of Determination as hereinafter provided for.

(3) Such Certificate shall declare the aforesaid compliance, the Determining Date, and the total debt owing under this Agreement by way of principal sum on the Determining Date after the remission provided for in this Clause has taken effect.

(4) The Determining Date shall be declared by the Conservator as comprising the date on which in his opinion there occurred the earlier of the events set out in paragraph (a) of subclause (1) or (in the case where the Owner is a local authority) in paragraph (b) of subclause (1) of this Clause.

(5) One copy of the Certificate by Way of Determination duly signed by the Conservator and the Owner shall be presented for registration with an appropriate variation of this Agreement and one such copy shall be sent by registered post to the Owner.

(6) Subject where the Owner is a local authority to the proviso contained in subclause (2) of Clause 9 of this Agreement, from and after the Determining Date the net proceeds as ascertained in the opinion and to the satisfaction of the Conservator of all clearfelling from time to time of trees grown on the loan area shall be payable to the Conservator (unless and to the extent that the Conservator from time to time in writing may release all or any portion of such proceeds, which it is hereby agreed and declared the Conservator may do without in any way waiving or impairing the Conservator's right or claim hereunder to any further or other such proceeds not so released) and shall be applied by the Conservator in or towards the reduction of the principal sum and/or at the option of the Conservator of any other moneys due and owing by the Owner to the Conservator whether or not the time for payment of the same shall yet have arrived PROVIDED HOWEVER that interest on any portion of the principal sum so repaid shall cease from the date of such repayment.

Payment after determining date:

9. FROM and after the Determining Date the principal sum then owing together with such interest on the principal sum other than the suspensory portion from the thirty-first day of December last preceding the Determining Date to the Determining Date as shall not have been paid shall subject to the provisions of this Agreement—

(1) Owner other than local authority.

(1) In the case of an Owner other than a local authority BE PAID by the Owner to the Conservator by equal annual instalments of principal and interest calculated in accordance with an instalment table as for a period of twenty years with interest at the rate of three per centum per annum the first of such instalments to be due and payable on the thirty-first day of December first next following the Determining Date (with interest adjusted however so as to consist only of such interest at three per cent as accrues during the period from the Determining Date to such thirty-first day of December) and one such instalment to be paid on the thirty-first day of December in each and every year thereafter until twenty such instalments in all shall have been paid

PROVIDED HOWEVER THAT

(a) If all or any portion of any instalment of principal and interest shall be in arrear or unpaid for one calendar month after the due date for payment thereof the Owner shall pay to the Conservator interest on the amount so in arrear or unpaid at the rate of seven per centum per annum.

(b) Upon the appropriation of any sum or sums of money in or towards the payment of any one or more instalments of the principal sum in advance of the due date or dates of such instalment or instalments under the instalment table, the Conservator may at his option accelerate the due dates of the next ensuing instalments in order as far as possible to retain or resume the continuity of payments at the rate of one instalment or the remaining portion of an instalment in each and every year during the remaining currency of the instalment table.

(c) From the commencement in the opinion of the Conservator of final clearfelling of trees grown on the loan area the balance of the principal sum shall be payable on demand but pending demand the Owner shall continue to pay instalments of principal and interest as hereinbefore provided.

(Final clearfelling.)

(2) Local Authority Owner.

(2) In every case where the Owner is a local authority FALL DUE upon demand with interest pending demand payable on demand and meantime with rests as at the thirty-first day of December in each and every year until the whole remaining principal sum shall have been repaid, such interest to be calculated as follows—

(a) In respect of the principal sum owing from time to time excluding the additional loan, at the rate of five per centum per annum reducible however to three per centum per annum upon the same terms and conditions as are hereinbefore set out as to the reduction of interest, and,

(b) In respect of the additional loan (if any) at the rate of interest hereinbefore provided as to such loan:

PROVIDED HOWEVER THAT where the Owner is a local authority the Conservator may at his option upon proof to his satisfaction that the Owner will reforest the loan area permit the Owner to retain and set aside for the purpose of re-forestation not more than twenty per centum of the nett proceeds available from time to time for such clearfelling.

Inspection and notice.

10. (1) The Conservator himself or by his officers employees servants agents contractors or workmen shall at all reasonable times be at liberty to enter upon the secured area to view the state and condition of the loan area and of the trees logs and timber products situated on the loan area and to ascertain and verify the extent to and manner in which the Owner has performed kept and observed the covenants conditions and other obligations on the Owner's part in or by this Agreement contained or implied.

(2) In any case where the Conservator is of the opinion that the Owner has not to the satisfaction of the Conservator performed kept or observed any covenant condition or other obligation on the Owner's part in or by this Agreement contained or implied or that the Plan of Operations should be reviewed or varied the Conservator shall as soon as is convenient cause written notice to that effect to be sent to the Owner but the sending of any such notice or any failure on the part of the Conservator to send such notice shall not in any case preclude the Conservator from exercising all or any of the rights remedies and powers given or accruing to him under or by virtue of this Agreement or in the case of the review or variation of the Plan of Operations from discussing and arranging the same with the Owner.

(3) The Conservator may at his option make such charge as shall to him appear to be reasonable in respect of any inspection carried out by him or on his behalf in accordance with the provisions of this clause.

Remedying default.

11. IN case of default by the Owner at any time in the performance observance or fulfilment of any of the covenants conditions and obligations on the part of the Owner contained or implied in or by this Agreement it shall be lawful but not obligatory for the Conservator at his option and without prejudice to any other of his rights powers and remedies under this Agreement or under or by virtue of any statute regulation bylaw or other authority at the sole cost and expense of the Owner in all things to pay all or any moneys incur all or any debts and other obligations and to do or perform all or any act matter or thing necessary in the opinion of the Conservator for the full or partial observance performance or fulfilment of such covenants conditions and obligations or any of

PLAN OF OPERATIONS : FARM FORESTRY LOANJ. E. NELSONOBJECTIVES OF ESTABLISHMENT

To produce posts, logging thinnings and high grade timber

AREA TO BE PLANTED :

40 acres over the next 5 years

SPECIES AND INITIAL ESPACEMENT

P. radiata 8' x 6' and 9' x 6'

Douglas fir 6' x 6'

European Larch - Silvicultural treatment as prescribed from time to time by the Conservator of Forests.

TREE STOCKS

Tree stocks shall be raised from New Zealand Forest Service certified seed or from a recognised seed source and be of a standard satisfactory to the Conservator of Forests.

PREPARATORY WORK

To burn or otherwise clear weeds and the area to be heavily grazed prior to planting until all edible competing vegetation is grazed.

FENCING

The whole area to be fenced to be stock proof and all fences to be maintained in a stock proof condition.

FIRE PROTECTION

If at any time adjacent land becomes infested with inflammable material fire breaks must be established to the satisfaction of the Conservator of Forests.

PROTECTION AGAINST ANIMALS

The area must be kept free of all animals.

TENDING

No silvicultural work will be undertaken without the approval of the Conservator, who shall be notified in advance of any work being done. The specifications for such work will be laid down by the Conservator after consultation with the owner.

RELEASING

It may be necessary to release planted trees from competing vegetation. The areas to be released, and the methods to be employed will be laid down in writing by the Conservator. Releasing operations may not in any circumstances be delayed.

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BLANKING AND REPLANTING

Survival will be carried out the year following planting or replanting by an officer of the N.Z. Forest Service or a recognised forest consultant.

Where the survival rate falls below 80% blanking will be carried out as laid down in writing by the Conservator of Forests. Where survival is generally below 40% the area will be replanted and a survival survey carried out.

PINUS RADIATA

It is obligatory to prune main crop trees to 18 ft and to carry out one thinning within 15 years of planting. The minimum specifications are as follows:-

<u>Top Height</u>	<u>Approximate age Years</u>	<u>Operation</u>
15'	6	Prune 350 stems to 6 feet or half height.
24'	8	Prune 150 stems from 6 to 12 ft.
32'	10	Prune 130 stems from 12 to 18 ft.

The actual timing of these operations will be at the discretion of the Conservator of Forests. If the owner wishes to market thinnings as fencing material he may elect to prune all straight merchantable stems up to twelve feet in the first operations, provided that reimbursement will be on the basis of the specifications listed above.

At 32 ft top height the owner may elect to defer a thinning operation until the stand is in optimum condition for a commercial thinning operation, or to thin to waste. The timing of either of these operations will be at the discretion of the Conservator of Forests, but normally the thinning to waste will take place before the stand reaches 35 ft. top height (approx 11 years) while the commercial thinning will be completed before the stand reaches 50 ft. (approx 15 years). The earlier operation will reduce the stand to 250 s.p. while the later will reduce the stand to no more than 220 s.p.

Douglas Fir

It is obligatory to prune main crop trees to 18 feet and carry out one thinning within 15 years of planting. The minimum specifications are:

<u>Top Height</u>	<u>Age in Years</u>	<u>Operation</u>
30 - 35	11 - 15	Prune from ground to 18' 300 s.p.
35 - 40	16 - 20	Prune from 6 to 18' 120 s.p. Thin down to 400 s.p.

S.P. = Stems per acre



them and if necessary or convenient for the exercise of the powers hereby granted to or conferred upon the Conservator to enter himself or by his officers employees servants agents contractors or workmen upon the secured area or any part thereof AND FURTHERMORE the Conservator may at his option exercise all or any of the rights powers and remedies granted to or conferred upon him in or by this Agreement EITHER by way of protection by the Conservator of the rights and interests of the Conservator in and under this Agreement in which case the Owner shall on demand repay to the Conservator all moneys so paid by the Conservator and the costs charges and expenses of such exercise and until such repayment the same shall (except in respect of the remission of principal moneys and the provisions of this clause regarding interest and repayment) be deemed part of the principal sum from the time of the same being respectively incurred and shall pending demand carry interest payable on demand at seven per centum per annum computed with rests at the end of each calendar month until such repayment OR as Attorney for the Owner as hereinafter provided AND FURTHERMORE the Conservator may charge such fees and such interest on fees in respect of such exercise as may seem to him just and reasonable.

Repayment due on default or disposition by sale mortgage, etc., and loan personal to Owner.

12. THE whole of the principal moneys interest and other moneys secured by or under this Agreement shall at the option of the Conservator immediately fall due and be recoverable by the Conservator from the Owner accordingly (but without prejudice to any other rights powers and remedies possessed by the Conservator) IF the payment of all or any part of any instalment of principal or interest or the payment of any other moneys secured by this Agreement or covenanted by the Owner to be paid shall be in arrear or unpaid for one calendar month after the respective days and times appointed in or by this Agreement or otherwise for payment of the same OR IF default shall be made by the Owner in the performance observance or fulfilment of any of the covenants conditions and agreements on the part of the Owner contained or implied in or by this Agreement OR IF the Owner shall become bankrupt or assign the estate of such Owner for the benefit of creditors OR IF the Owner shall enter into a composition with creditors OR IF (in any case where the Owner is a company or corporation) an order shall be made or an effective resolution shall be passed for winding up or a receiver of the assets shall be appointed or the Owner shall otherwise go or be put into liquidation OR IF the Owner shall without the prior written consent of the Conservator (which consent may be given subject to such conditions as the Conservator may think fit) fail to occupy or cease to own the secured area or the share of or interest in the secured area owned by the Owner for the time being at the date of advance or from time to time thereafter pursuant to such consent whether because the said secured area or share or interest therein or any part thereof shall be taken in execution by Court process or sold or leased or otherwise disposed of by any encumbrancer thereof or by the Owner or because of any transmission or devolution of title or otherwise howsoever OR IF (in any case where the Owner is a company in which the liability of its members is limited by shares) any shareholder in the Owner shall at any time without the prior written consent of the Conservator sell assign pledge mortgage or otherwise deal or part with the whole or any part of such shares or any interest therein and the foregoing provisions of this Clause regarding bankruptcy assignment composition winding up receivership and liquidation by or of the Owner and the cessation of ownership by the Owner shall apply *mutatis mutandis* as though such shareholder were the Owner and the share or shares of such shareholder were the secured area.

Conservator's attorney powers.

13. FOR the consideration aforesaid the Owner hereby nominates constitutes and appoints the Conservator the true and lawful Attorney of the Owner during the continuance of this Agreement to the intent that at any time and from time to time the Conservator may by himself or by his officers duly authorised by him in that behalf in the name of and for and on behalf as the Attorney of the Owner and in all things at the sole cost and risk of the Owner do or perform all or any of the following acts matters and things (but without being under any obligation to do or perform the same):

- (1) TO perform observe and fulfil all and singular the covenants conditions and agreements on the part of the Owner contained or implied in or by this Agreement and to that end to do all requisite acts matters and things and incur all requisite expenditure that could or ought to have been done or incurred by the Owner pursuant to this Agreement;
- (2) TO arrange contracts for the sale and disposal in any manner of all or any part of the trees logs and timber products situated or grown on the loan area, including provision for felling and removal of the same, negotiation and formation of proper and effective logging access, and all other acts matters or things necessary for marketing the same in pursuance of and in accordance with the Plan of Operations;
- (3) TO obtain and receive and to issue valid receipts for all or any part of the proceeds by way of compensation available upon the taking by any lawful or public authority (whether under the Public Works Act 1928 or otherwise) of all or any part of the secured area whether payable upon negotiation or by way of award or otherwise and of the proceeds by way of purchase-price royalty premium or other payment due and payable to the Owner in respect of the sale or other disposal of all or any part of the trees logs and timber products situated or grown on the loan area AND TO appropriate such proceeds in or towards the reduction of the principal sum or at the option of the Conservator of any other moneys due and owing by the Owner to the Conservator whether or not the time for payment of the same shall yet have arrived PROVIDED HOWEVER that interest on any portion of principal sum so repaid shall cease from the date of such reduction;
- (4) TO disburse the principal sum or any portion thereof in or towards the purposes for which the loan has been advanced by the Conservator including the payment of accounts and to take receipts therefor in the name of the Conservator or of the Owner;
- (5) TO pay all stamp duty or other tax or charge (including registration fees) due and payable by the Owner in respect of all documents relating to or arising out of the performance completion or fulfilment of all or any of the terms and conditions contained or implied in or by this Agreement;
- (6) IN respect of any lease within the meaning of this Agreement
  - (a) To make inquiry of the lessor concerning the same and all moneys whether for rent premium fee charge or otherwise thereby reserved and the covenants conditions and agreements thereof expressed or implied and to pay all or any such moneys and all or any costs fees or other moneys and perform and observe all or any covenants conditions or provisions which shall be or appear to be unpaid or unperformed or unobserved by the Owner;
  - (b) To give all notices apply for such consents as may be necessary or advisable make all applications pay any moneys comply with all conditions and do all or any other act manner or thing which shall in the opinion of the Conservator be necessary or expedient for obtaining or attempting to obtain a renewal of the said lease or a new lease (whether or not at the same rent premium fee or charge or otherwise or for any similar term or period of time or upon and subject to the same or any other covenants conditions and provisions) of or a purchase of any or all of the interest of the lessor in the secured area in substitution for the said lease;
  - (c) To apply to the Court for relief under sections 118, 119 or 120 of the Property Law Act 1952;
- (7) TO enter into execute and register any notice document or instrument whatsoever necessary or expedient for any of the purposes aforesaid;
- (8) TO expend by way of salvage such sum or sums of money as shall in the opinion of the Conservator be necessary or expedient for the protection of the loan area and/or the tree-crop thereon and/or the principal sum and all other moneys hereby secured or intended to be secured PROVIDED HOWEVER that the Conservator shall give to the Owner as much notice as in the opinion of the Conservator is in the circumstances possible of the situation requiring such salvage and of the intention of the Conservator to expend such sum or sums of money AND THE CONSERVATOR SHALL in every such case send to the Owner as soon as possible after incurring such expenditure a statement setting out the nature and cost of such salvage—

AND IT IS HEREBY EXPRESSLY DECLARED AS follows, namely—

(I) THAT the powers conferred by this clause (including each of its subclauses) having been given for valuable consideration shall be irrevocable by death bankruptcy or disability of the Owner or (the Owner being or including a company or corporation) by the insolvency dissolution or winding up of the same or otherwise howsoever as long as any moneys principal interest costs expenses or otherwise remain unpaid to the Conservator under this Agreement;

(II) THAT the said powers or any of them shall be exercisable at any time by the Conservator, including any person having power delegated to him by the Conservator or power under any other authority whatsoever to act in the name of and/or on behalf of the Conservator, if and when and as often and in the manner and to the extent that such Conservator shall think fit;

(III) THAT the said powers shall include the power to execute in the name of the Owner whether by way of further assurance or otherwise any Forestry Encouragement Agreement or renewal or variation of or supplement to or substitute for any Forestry Encouragement Agreement including these presents notwithstanding that such Agreement renewal variation supplement or substitute may be in favour of the Conservator;

(IV) THAT the exercise by or on behalf of the Conservator of the powers contained in this clause or any of them shall be at the option of the Conservator and without prejudice to any other of his rights powers and remedies under this Agreement or under or by virtue of any statute regulation bylaw or other authority.



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Interim  
repayment.

14. NOTWITHSTANDING anything contained or implied in or by this Agreement—

(1) The Owner may from time to time and at any time during the currency of this Agreement, upon giving to the Conservator not less than one clear month's notice in writing of his intention so to do and upon paying and discharging all moneys other than principal due and owing by the Owner to the Conservator, repay to the Conservator the whole or any part of the principal sum:

(2) As from the date of such repayment interest shall cease to accrue or be payable in respect of any amount so repaid:

AND except where and to the extent that the Owner shall otherwise have directed any amount so repaid shall be applied in or towards the fully repayable portion of the principal sum until that portion shall have been fully repaid and any balance of such amount thereafter remaining shall be applied in or towards the suspensory portion of the principal sum.

Surety.

15. (1) AS between the Owner and the secured area on the one hand and the Surety if any on the other hand the Owner and to the extent of the right claim or interest therein available to the Conservator the secured area shall be primarily liable for the payment of the principal sum and interest and all other moneys hereby secured or intended to be secured and for the performance of all and singular the covenants conditions and other obligations with or towards the Conservator contained or implied in or by this Agreement.

(2) Notwithstanding the provision hereinbefore contained limiting the liability of the Surety as between the Owner and the Surety yet as between the Surety and the Conservator the Surety shall be deemed a principal debtor for the payment of the principal sum and interest and all other moneys hereby secured or intended to be secured and (subject as is hereinafter provided) for the performance of all and singular the covenants conditions and other obligations with or towards the Conservator contained or implied in or by this Agreement and accordingly—

(a) The liability of the Surety in respect of such payment covenants conditions and other obligations on his part hereinbefore contained or implied shall not be affected by any extension of time for payment performance or other indulgence being granted or shown to the Owner or by any other modification of this Agreement or any other matter or thing whereby the liability of the surety as surety would but for this provision have been discharged:

(b) The Owner shall permit authorise and empower the Surety to do all such things and perform all such acts as may be lawful and necessary in order that the Surety may comply with the obligations of the Surety to the Conservator contained or implied in this Agreement.

Assets of  
companies,  
trusts, etc.

16. (1) THE Owner shall not without the prior consent of the Conservator in writing—

(a) In any case where the financial liability of the Owner is limited or restricted to certain assets then to the extent of such assets for the time being and from time to time, and

(b) In any case where the Owner is a company or corporation, then (otherwise than in the ordinary course of prudent trading and for full and valuable consideration) to the extent of the assets of the Owner for the time being and from time to time wholly or in part distribute sell pledge mortgage lend charge lease bail or otherwise deal part with or dispose of the ownership or possession of all or any part of or interest in such assets or any of them.

Insert name  
(e.g., of  
Trust) or  
delete if  
inapplicable.

~~(2) THE liability of the Owner upon all or any covenants conditions and agreements contained in or implied by this Agreement for—  
payment of any sum or sums of money shall subject to the foregoing provisions of this clause be limited to the extent only of the—  
value of assets that at the date hereof remain under the control of the Owner in respect of~~

Perusal of  
documents,  
etc.

17. THE Owner shall without fee or charge on notice by the Conservator at any reasonable time and from time to time permit the Conservator to ascertain peruse copy or obtain particulars of or regarding any memorandum and articles of association rules constitution trust deed or other document or documents constituting or otherwise empowering or affecting the Owner or regarding the assets liabilities accounts or books of account passbooks mortgages or other indebtedness of the Owner or regarding any other matter relevant in the opinion of the Conservator to the principal sum the secured area and the tree-crop or any of them AND shall and hereby does authorise the Conservator to obtain information and make inquiries in that behalf.

Service of  
notices.

18. Any notice notification or demand arising out of or pursuant to this Agreement shall be deemed sufficient if signed by any person acting for and on behalf of and under the express implied or apparent authority of the Conservator and left on the secured area or any part thereof or served personally on or posted as a registered letter addressed to the person or persons or any of the persons affected by such notice or demand at their his her or in the case of a company or corporation its last known place of abode or business in New Zealand and the receipt of the Post Office for a registered letter so addressed shall be conclusive evidence of the service of such notification notice or demand on all persons so affected AND any covenants conditions or requirements implied in these presents by the general law or by statute or regulation or otherwise shall be modified accordingly.

Effect of  
discharge.

19. Notwithstanding that all moneys required to be paid by the Owner to the Conservator pursuant to this Agreement shall have been paid in full the Owner shall not by virtue alone of such payment and/or of the registration of a certificate by the Conservator stating that the Agreement has expired or has been terminated be released or discharged from any duty or obligation undertaken or owed by or binding upon the Owner to any person other than the Conservator in respect of the loan area under any joint arrangement or enterprise entered into by the Owner for the time being or at any time of the loan area arising out of the Plan of Operations and still subsisting.

Forestry  
Encouragement  
Agreement.

20. THIS Agreement shall be deemed to be a Forestry Encouragement Agreement for the purpose of the Act and is intended to be registered against the secured area hereinbefore described in pursuance of section 5 of the Act.

Statutes, etc.

21. WHERE any statute enactment regulation bylaw requisition or other authority is referred to in this Agreement the same shall unless the context requires otherwise be deemed to include all amendments thereto and all authorities coming into force in substitution therefor *mutatis mutandis*.

Definitions.

22. IN this Agreement—

(1) The terms "Owner" "Covenantor" "Guarantor" and "Surety" wherever used shall unless the context requires otherwise include in the case of more than one person company or corporation each and every such person company or corporation both jointly and severally:

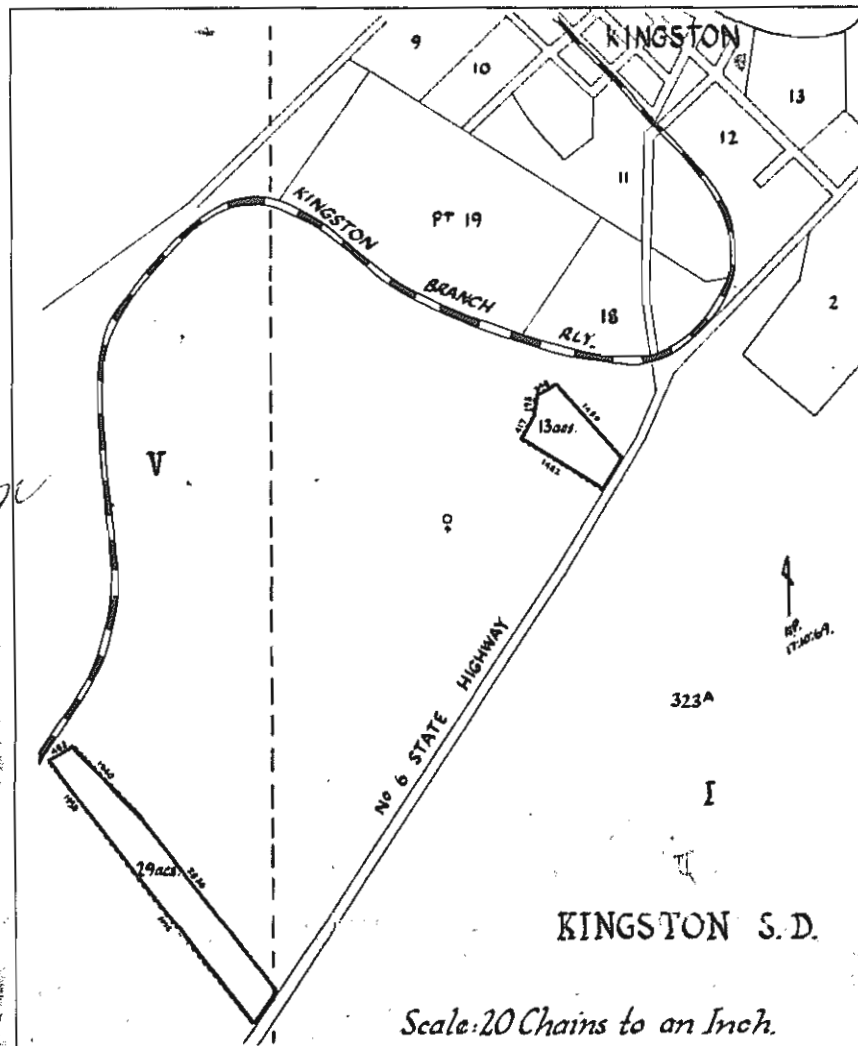
(2) The term "local authority" shall mean and imply that the Owner is a local authority within the meaning of Part VI of the Local Authorities Loans Act 1956 and the Owner shall be deemed to undertake and covenant to that effect:

(3) The term "lease" shall include the meaning assigned to it by the Act:

(4) The verb "registered" shall include registration or recording by a Registrar as defined by the Act.

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LOCALITY PLAN:



IN WITNESS WHEREOF this Agreement has been executed by the parties hereto on the day and year first above written.

SIGNED by HER MAJESTY THE QUEEN by \_\_\_\_\_  
George Michael O'Neill  
 Conservator of Forests, Southland  
 Conservancy, pursuant to a written delegation by the Minister  
 of Forests in the presence of—

S. M. O'Neill  
 Conservator of Forests, Southland  
 Conservancy, for and on behalf of HER MAJESTY THE  
 QUEEN.

Witness: W. G. G. G. G.  
 Occupation: Executive Officer  
 Address: NZ Forest Service, Invercargill

SIGNED by John Bradberry Nelson

JB Nelson

in the presence of—

Witness: John Nelson  
 Occupation: Senior Station Manager  
 Address: Kyneton

THE COMMON SEAL OF \_\_\_\_\_

—was hereto affixed pursuant to a resolution of the Directors in—  
 —that behalf in the presence of—

DISCHARGED RELEASED UNDER THE OFFICIAL INFORMATION ACT

No. 2 3334

# FORESTRY ENCOURAGEMENT AGREEMENT

leasehold land

situated in Kingston, Lorn and Rockside  
Survey Districts

HER MAJESTY THE QUEEN with

John Bradberry Nelson

Particulars entered in the Register Book,

Vol. 201, folio 158

the

13 NOV 1969

at

o'clock.



District  
Assistant Land Registrar.

of the District of Southland

MWP\_0011993



I HEREBY CERTIFY in terms of Section 5 (8)  
and 5 (8a) of the Forestry Encouragement  
Act 1962 as follows:

1. That the Forestry Encouragement  
Agreement registered under 192962 has  
been terminated.
2. That the within Forestry Encouragement  
Agreement is in substitution for the  
terminated Agreement.
3. That the Agreement in substitution  
relates to the same advance and the same  
land as the terminated Agreement and  
includes provision for a lower rate of  
interest.

AND I REQUEST that a memorial in terms of  
the said section 5 (8a) be recorded  
accordingly.

*S. M. O'Neil*  
Conservator of Forests  
Southland Conservancy

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CDE_S15 - Request Manual Copy		X	
Document Type	Instrument	Request Id	16288
Reference Number	LAND IMP AGREE 225648	User Id	jkirkdu
Land District	Southland	Request Date	29/08/2001
Method of Delivery	Post <i>BOX</i>	Client Reference	6NLITR.02/086YD KINGSTON
<input type="checkbox"/> Certified Copy		Status	Pending
Delivery Details:			
Firm	Opus International Consultants Ltd - Dunedin		
Street	Private Bag 1913		
Town	Dunedin		
Country	New Zealand		
Postcode			
Fax Number	03 474 8995		
Fees...	OK		Cancel



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APPLICATION FOR REGISTRATION OF A LAND  
IMPROVEMENT AGREEMENT UNDER THE SOIL  
CONSERVATION AND RIVERS CONTROL  
AMENDMENT ACT 1959

To The District Land Registrar  
Invercargill.

Pursuant to the provisions of the Soil Conservation and Rivers Control  
Amendment Act 1959 I ALASTAIR JOHN McKELLAR of Invercargill Secretary  
an authorized officer in relation to a land improvement agreement made  
with SOUTHLAND CATCHMENT BOARD DEPOSIT HEREWITH a duplicate of a land  
improvement agreement duly certified by me and I CERTIFY that the  
agreement is one that may be registered against the land hereinafter  
described and I HEREBY APPLY for the registration of the agreement  
against the land.

Description of land affected by registration

Name: JOHN BRAIDEN NELSON of Kingston farmer

Situation: Kingston, Lorn and Rockside Survey Districts.

Total Area : 14,112 acres 0 rood 30 poles (comprising 14015 acres  
0 rood 0 pole leasehold and 97 acres 0 rood 30 poles  
fee simple)

Description of land in Pastoral Lease under the Land Act :

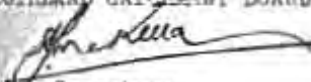
Run 323A situated in Kingston Lorn and Rockside Survey  
Districts, being all the land in Pastoral Lease No. P54  
recorded in Register Book Volume 201 folio 158 Southland  
Registry.

Description of Fee Simple Land :

Sections 1 and 2 Block I Kingston District being all the  
land comprised and described in Certificate of Title  
Volume 162 folio 70 Southland Registry.

DATED at Invercargill this 10th day of March 1968.

SOUTHLAND CATCHMENT BOARD

  
Secretary

Southland Catchment Board.  
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AN AGREEMENT made the 16th day of December One Thousand Nine Hundred and Sixty-four BETWEEN the SOUTHLAND CATCHMENT BOARD constituted under the Soil Conservation and Rivers Control Act 1941 (hereinafter called "the Board") of the one part and John Bradberry Nelson of Kingston.

Farmer/Farmers (hereinafter called "the Owner/Owners" which expression shall when the context so admits or implies include his executors and administrators) of the other part

WHEREAS the Owner/Owners <sup>owns/own</sup> ~~has/have~~ a lease of the land described in the first schedule hereto (hereinafter called "the said land")

AND WHEREAS pursuant to the subsection (3) of Section 30 of the said Act as amended by the Soil Conservation and Rivers Control Amendment Act 1959 the Board is duly authorised to make payments as grantor to the Owner/Owners for the purposes in the agreement specified upon terms and conditions in conformity with the Subsection (as so amended)

NOW THIS AGREEMENT WITNESSETH and IT IS HEREBY AGREED AND DECLARED as follows

1. The Owner/Owners in consideration of the subsidy at the rate or rates set forth in the second schedule hereto hereinafter agreed to be paid to him/them by the Board DOETH HEREBY AGREE within or during (as the case may be) the periods specified in such second schedule to carry out the works and farming practices set out in Parts I and II thereof respectively.
2. The Board in consideration of the agreements herein contained to be observed and performed on the part of the Owner/Owners shall pay to the Owner/Owners a subsidy at the rate or rates set forth in Part I of the second schedule hereto as payable if such works are completed to the satisfaction of the Board within the periods specified in such part.
3. If the Owner/Owners shall fail to carry out the farming practices specified in Parts I and II of the said second schedule during the period specified therein or shall otherwise fail to comply with the terms and conditions hereof then the Owner/Owners shall repay to the Board all sums paid to him/them hereunder provided that such sums shall be diminished in proportion to the extent to which this agreement has been performed or observed and if the parties are unable to reach agreement as to the extent of such diminution, then the matter shall be referred to arbitration under the Arbitration Act, 1908.
4. The Owner/Owners shall permit the officers servants and agents of the Board at any time by day to enter upon the said land to ascertain whether the Owner/Owners has/have complied with his/their obligations hereunder, provided that the Board shall first give not less than 24 hours notice of its intention so to do to the Owner/Owners.

THE FIRST SCHEDULE.

Description of Property..

Leasehold

Pt Run No. 323A, Kingston Lorn and Rockyside S.D. 14,015 acres

Freehold

Sections 1 and 2, Block I, Kingston S.D.

97 acres  
14,112 acres

The Conservation proposals and subsidy rates and management conditions are more particularly set out in "Part II : Proposed Conservation Programme" of a report by the Chief Soil Conservator of the Board dated 14th September, 1964, a copy of which is attached hereto and forms part of this agreement.

It is hereby agreed that the programme contained in the attached report will be carried through to completion by the owner subject to such amendments as may be mutually agreed upon by the Owner and the Board.

Part II

<u>Farming Practices</u>	<u>Period during which practices are to be applied</u>	<u>Conditions</u>
<u>Drainage</u>	For the term of any Crown lease or licence issued over the property described in the First Schedule hereto.	To be maintained by the owner in a serviceable condition.
<u>Tracking</u>	Ditto.	To be maintained by the owner at reasonable Land rover access standard.
<u>Fencing</u>	Ditto.	To be maintained by the owner in a workmanlike manner and stockproof condition.
<u>Oversowing and Topdressing</u>	Ditto.	The Kingston Creek block to be spelled from stock for the first seeding period following sowing.

IN WITNESS WHEREOF these presents have been executed the day and year hereinbefore written

SIGNED by the above named	J.B. Nelson
In the presence of	John M. Duncraft.
SIGNED by	
and by	
Two members of the South-land Catchment Board on behalf of and by direction of the Board	William Grieve.
In the presence of	T. Double.
B. Noble.	

14th September, 1964.

The Chairman,  
Soil Conservation Committee,  
INVERCARGILL.

Dear Sir,

CONSERVATION RUN PLAN

F.P. 13/84 : J.B. NELSON : KINGSTON STATION

INTRODUCTION

The objectives of this farm plan are erosion control, and the determination of accurate levels of physical production and economic bench marks which can be used in conservation advisory work in Northern Southland.

It is planned to analyse the property annually, to gauge the effects of conservation proposals on run management and the result of the work on gross and net returns.

PART I : PROPERTY DESCRIPTION

1. OWNER

J.B. Nelson.

2. AREA AND LEGAL DESCRIPTION

Pastoral Leasehold being:

Pt Run 323A Kingston, Lorn and Rockyside S.D.      14,015 acres

Freehold being:

Sections 1 and 2, Block I, Kingston S.D.      97 acres

14,112 acres

Lease renewed in 1958 for a period of 33 years with perpetual right of renewal. Annual rental £160.

3. LOCATION

The property is situated at the southern end of Lake Wakatipu near Kingston, which is 88 miles North of Invercargill by main tar sealed highway.

Aerial photographic references	2834/8-9 2842/5-10 1053/ N/12 N/13 1053/ 0/1 - 0/6.	
Business Centre	Invercargill	88 miles
Service Centre	Lumsden	38 miles
Local Centre	Kingston	1 mile
Railhead	Kingston	1 mile
Fertilizer works	Awarua	96 miles
Freezing works	Makarewa Junction	80 miles
Saleyards	Lumsden	38 miles
	Lorneville	83 miles
Primary School	Kingston	1 mile
Secondary School	Lumsden	38 miles
Amenities	Telephone	- Private line
	Electricity	- N.Z.E.D.
	Mail	- P.O. Kingston.



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4. CATCHMENTS:

(a)	Southland Catchment Board	3,867 acres	Mataura Catchment
(b)	Otago Catchment Board	7,280 acres	Nevis Catchment
	" " "	<u>2,965</u> acres	Wakatipu Catchment
	Total	14,112 acres.	

5. CLASS OF FARM

A grazing run with a wool and store sheep economy, some lambs fattened plus cattle.

6. CLIMATE

The property is exposed to the off-lake wind and experiences a Continental type climate, with an altitudinal range of 4,400 ft, climatic conditions vary from moderate to severe on the mountain tops. Rainfall averages 34" on the valley floor, but is considerably more at higher altitudes. Frosts can occur in any month of the year, with winter snow line above 3,000 ft during the four months June - September.

7. GEOLOGY

The bed rock is mainly Chl 4 schist with some Chl 3 schist adjacent to the terminal end of the Hector spillway.

On the lake face of the Hector mountains, a number of shoulders indicate past glacial levels and below 3,000 ft the slopes are plastered with glacial debris. Due to the geologically recent nature of the glaciation, the stream pattern on this face is very youthful, whereas on the Nevis face, it is more mature.

Morainic debris and a sander make up most of the lower levels of the run. The Kingston terminal moraine consists of unsorted material of all sizes dumped irregularly when the ice melted. The surface is hummocky and strewn with large boulders almost exclusively of schists from within the Wakatipu basin. Many of these occur near the margin of the Hector spillway which is itself free of boulders. The spillway is of better sorted, fine silts and as such contains some of the best agricultural land on the property. However, the fine grain size of the silts tends to promote a high water table and the natural drainage will have to be augmented by constructed drains before the spillway can be fully utilized.

8. TOPOGRAPHY

Kingston Station extends from Lake Wakatipu in the North to Lorn Peak Station in the South and is enclosed by the Invercargill - Kingston Railway on the West and the Nevis River to the East.

The Hector mountains which divide the property rise steeply from Lake Wakatipu to 5,400 ft, then descend more gently to the Nevis River.

The Kingston flats and Hector spillway make up the better land on the run, as is shown on the accompanying maps.

9. SOILS

The property has three soil types:

(a) Nokomai Soils

These occur on the downs north of the homestead and the Hector spillway. They are fine sandy loams derived from schist and loess with medium natural fertility and potential.

(b) Plains Soils

Which are derived from glacial debris are the free draining stony silt and silt loams of the moraine and associated sander; they have a low natural fertility and limited potential. Stones and large boulders prevent cultivation and the loessal component makes them prone to wind erosion.

(c) Dunstan Steepland Soils

These silt and stony loams are derived from the underlying high grade chlorite schist and comprise the steeper higher areas of the Run. Sheet and wind erosion is common.

10. VEGETATION

Snow tussock association Chionochloa rigida is the dominant vegetation above 3,500 ft on the Kingston face to the Nevis River; this area comprises 75% of the run.

Fescue tussock association Festuca novae-zealandiae is dominant on the Plains and Nokomai soil types, and on the Dunstan Steepland soils up to 3,500 ft on the Kingston Face.

Herbs and forbs occur throughout the whole altitudinal range and overall cover is satisfactory.

Altitudinal zonation is more marked on the lake face than on the Nevis, with altitude rather than soils controlling the succession.

The property is fairly weed free, except for the downs north of the homestead where sweet briar Rosa eglanteria could, if not controlled, become a problem in the future. Bracken Pteridium aquilinum var esculentum, matagouri Discaria toumatou, and tutu Coriaria sarmentosa, are associated below 2,500 ft.

11. EROSION

Natural erosion is confined to the steep nivation cirques on the east facing slopes of the Hector mountains.

Accelerated erosion is not obvious by regional standards; however, sheet and wind erosion occurs over most of the Class VII and Class VIII country. Wind erosion also occurs on the flats and west facing slopes, with gully erosion on the steeper fine-grained glacial deposits.

12. LAND INVENTORY

The land inventory map accompanying this report is based on the N.Z. Department of Agriculture's modification of the American system.

13. LAND CAPABILITY

The land capability map attached is based on the Dunbar Standard.

	<u>Class</u>	<u>Acreage</u>	<u>% of Total Area</u>
<u>Arable</u>	{ III	120	0.86
	{ IV	154	1.10
<u>Non Arable</u>	{ V	1,262	8.94
	{ VI	3,560	25.1
	{ VII	7,804	55.4
	{ VIII	<u>1,212</u>	<u>8.6</u>
		<u>14,112</u>	<u>100.00%</u>

14. PRESENT MANAGEMENT

Mr J.B. Nelson has farmed Kingston Station since 1959, initially in partnership with his father, but in 1961 he assumed full control on purchasing his father's interest in the property.

Since 1959 the owner has constructed a large new implement shed, cattle yards, sheep yards, 5 miles of fencing, 1 mile of tracking, developed and grassed 15 acres of swamp and planted 10,000 Pinus radiata. The homestead has been modernised and existing buildings well maintained. Most paddocks have been resown in good pasture or haying stands and 300 acres of oversown tussock have been topdressed.

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The partnership purchased Romney X Merino ewes which have been mated to three different types of rams, and in 1961 a breeding herd was established of mixed Hereford and Black Poll origin.

15. STOCK LIMITATION

The combined limitation over the leasehold and freehold is 2,550 sheep including 1950 breeding ewes and 60 breeding cows and replacements, plus an overall 10% tolerance.

16. STOCK MANAGEMENT - SHEEP

(a) Sheep Numbers (Shearing Tally)

		E/E	
		f	
	<u>1962 - 64 average</u>		
Ewes	1989	1	1989
Ewe hoggets	617	$\frac{2}{3}$	411
Wethers	50	$\frac{2}{3}$	34
Rams	<u>56</u>	1	<u>56</u>
	<u>2712</u>		<u>2490</u>

(b) Breed

Principally Romney X; 85% of the flock are mated to Romney rams, with the older Merino type ewes mated to Lincoln rams and the smaller 2T ewes to Cheviot rams.

(c) Flock Movement

Sheep are summered on the Nevis and Diggers Creek Blocks with the hoggets and dry ewes moving out after tailing in mid November, and the ewes after weaning in early January. Weaned lambs remain on the homestead paddocks and Kingston Creek block.

Fall muster commences in mid April. Once mustered the 4T - full mouth ewes are tugged, late April, on the Railway, Strip, Adams Flat and Woolshed blocks. The 2T ewes are tugged on the paddocks. After tugging the older ewes go onto the Kingston Creek and Front Face while the 2T ewes move to the Strip. Pre-lamb and dry shearing commences mid September; once shorn all the ewes are moved to Kingston Creek and Front Face where they lamb in late September, are tailed mid November and grazed till weaning.

Hoggets and 2T ewes are winter paddocked and fed hay supplement.

For detailed Stock Movement Pattern refer to graph.

- CATTLE

(d) Cattle Numbers

		E/E	
		f	
	<u>1962 - 64 Average</u>		
Breeding Cows	53	5	265
Heifers 2 yr R.W.B.	6	4	24
Heifers 1 yr	5	3	15
Steers 2 yr	1	4	4
Steers 1 yr	3	3	9
Bulls	<u>2</u>	5	<u>10</u>
Totals	<u>70</u>		<u>327</u>

(e) Breed

Hereford X cows. The objective is to mate back to Hereford bulls and establish a Hereford line.

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(f) Cattle Management

Cattle are used to control roughage on paddocks, Kingston Creek and Front Face tussock blocks. Bulls go out mid November and calves are weaned late April. All cattle are wintered on rough hay supplement.

17. STOCK PRODUCTION FIGURES (1962-64 Average)

Sheep shorn	2,712
Sheep (ewe equivalents)	2,490
Ewes shorn	1,989
Ewes to ram	1,917
Lambs docked	1,436
Lambing %	75%
Ewes to ram % of flock	70.5%
Lambs docked % of flock	53%
Sheep and lamb output % of flock	36%
Sheep and lamb losses % of flock	14%
Lamb weight average	28 lbs
Wool total production	18,118 lbs
Wool per sheep shorn	6.7 lbs
Wool production per acre	1.28 lbs
Cattle wintered	70
Cattle (ewe equivalents)	327
Calving %	82%
Total Stock units (ewe equivalents)	2,817
Acres per stock unit	5
Labour units (man years)	1.3
Stock units per man year	2,160

18. STOCK HEALTH

<u>Sheep</u>	-	Lympho	No record as sale ewes are sold as 2 yr breeding ewes.
		Rickets	Nil.
		Pulpy Kidney	Vaccinate against.
		Sleepy Sickness	Nil.
<u>Cattle</u>	-	Contagious abortion	- Vaccinate against.

Stock health in both sheep and cattle is good.

19. PASTURES

There is no set rotation. Pasture replacement is usually 7 - 8 acres.

O G	-	N G	or
O G	-	Oats or turnips	- N G.

However, turnips have not been a success to date because of fatten competition.

Pasture Mixture

10 lbs Perennial Ryegrass
10 lbs Italian Ryegrass
6 lbs Timothy
4 lbs White Clover
3 lbs Red Clover
<u>33 lbs</u>

Hay Mixture

10 lbs Italian Ryegrass
6 lbs Timothy
4 lbs White Clover
3 lbs Red Clover
<u>23 lbs</u>



Pastures generally are good.

Annual hay production - lucerne hay	2,500 bales
- meadow hay	<u>3,500</u> bales
	<u>6,000 + bales</u>

20. TOPDRESSING

Annually all grassed paddocks receive 2 cwt Sulphurised 400 lb 44/46. D.D.T. super has been used in the past to control grass grub. Tussock blocks when topdressed get 1 cwt Sulphurised 400 lb 44/46, but there is no set programme.

21. IMPROVEMENTS

(a) Fencing

The standard is generally good, but further fencing is essential between summer and winter country to achieve improved stock control and allow spelling of blocks.

(b) Water Supply

Is adequate; from natural streams on all blocks; 2 paddocks, however, are dry.

(c) Drainage

Ditching is required to develop a further 25 acres of swamp land.

(d) Shelter

Further shelter and tree planting is required and is being carried out under the Farm Forestry Scheme.

(e) Tracks

Further tracking is deemed necessary for fire fighting purposes and fencing access.

(f) Yards

Both sheep and cattle yards are in very good condition.

(g) Buildings

Are in very good order and adequate for efficient running of the property. However, a further hay barn could be justified.

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PART II : PROPOSED CONSERVATION PROGRAMME

1. OBJECTIVE

To regulate the grazing pressure between Class 6 and 7 land by preventing stock drift from summer country back on to winter country, thereby allowing spelling, seeding, and improvement of the heavily grazed fescue tussock areas.

2. CONSERVATION WORKS

(a) Drainage

This engineering Board work is intended to benefit Kingston and Lorn Peak Stations.

Refer to accompanying plan S.512, Job No. B.451.

Length: 58.4 chains

Subsidy rate: £1 for £1 on total cost.

Authority: Circular 1961/11.

(b) Firebreaks

Because of the risk of fires spreading from railway, road and lakeside camp sites, over the Hector Mountains to the Nevis Catchment, it is proposed to construct a strategic firebreak along the divide from the Nevis Saddle in "Lorn Peak" Station, completion of the work involving tracks descending through "Kingston" and "Glen Nevis" Stations.

Refer to accompanying plan S.509.

Length on Kingston Station: 700 chains.

Subsidy Rate: £1 for £1 on total cost.

Authority: Circular 1964/8, Section 6.032.

(c) Fencing

Between points A - D to achieve controlled grazing between summer and winter country, and points C - E to obtain improved stock control and feed utilisation by subdividing the winter block.

Refer to Land Working Plan 84/M.

Fence A - B - C - D: 335 chains.

Subsidy Rate: £2 for £3 on total cost.

Authority: Circular 1964/8, Section 2.03.

Fence C - E: 90 chains.

Subsidy Rate: Nil.

(d) Oversowing and Topdressing

The owner has agreed to oversow and topdress the Kingston Creek block after completion of the proposed subsidy works.

Refer to Land Working Plan 84/M.

Kingston Creek Block: 700 acres.

Subsidy Rate: Nil.

3. SUMMARY OF COSTS

<u>Work</u>	<u>Unit Cost</u>	<u>Subsidy Rate</u>	<u>Total Cost</u>	<u>Subsidy</u>	<u>Local Share</u>
(a) <u>Drainage</u>					
58.4 chains	£8/chain	£1 : £1	467	233	234
(b) <u>Firebreaks</u>					
700 chains	£2/chain	£1 : £1	1,400	700	700
(c) <u>Fencing</u>					
335 chains	£8/chain	£2 : £3	2,680	1,072	1,608
90 chains	£8/chain	Nil	720	-	720
(d) <u>Oversowing &amp; Topdressing</u>					
700 acres	£2.3.-/acre	Nil	1,505	-	1,505
Sub Total			6,772	2,005	4,767
Conservation Fee 5%			227	100	127
Total			£6,999	£2,105	£4,894

4. ANNUAL PROGRAMMES (5% Conservation Fee Included)

<u>Work</u>	<u>Unit Cost</u>	<u>Subsidy Rate</u>	<u>Total Total</u>	<u>Subsidy</u>	<u>Local Share</u>
<u>1st Year 1964/65</u>					
Drainage 58.4 chains	£8/chain	£1 : £1	490	245	245
Tracking 500 chains	£2/chain	£1 : £1	1,050	525	525
Fencing A - B 95 chains	£8/chain	£2 : £3	798	319	479
			£2,338	£1,089	£1,249
<u>2nd Year 1965/66</u>					
Fencing B - C 120 chains	£8/chain	£2 : £3	£1,008	£403	£605
<u>3rd Year 1966/67</u>					
Fencing C - E 90 chains	£8/chain	Nil	£720	-	£720
<u>4th Year 1967/68</u>					
Tracking 200 chains	£2/chain	£1 : £1	420	210	210
Fencing C - D 120 chains	£8/chain	£2 : £3	1,008	403	605
			£1,428	£613	£815
<u>5th Year 1968/69</u>					
Nil.					
<u>6th Year 1969/70</u>					
O.S. & T.D. 700 acres	£2.3.-/acre	Nil	£1,505	-	£1,505
Totals			£6,999	£2,105	£4,894

5. UNIT COSTS

(a) <u>Drainage/chain</u>		<u>Engineering estimate £8/chain</u>
(b) <u>Firebreak Tracking/chain</u>		<u>Bulldozing estimate £2/chain</u>
(c) <u>Fencing/chain</u>		
1/10 railway strainer & stay @ 40/-	4/-	
9 waratahs 5' 6" @ 5/9	51/9	
6 plain wires No. 8 gauge @ 3/5	20/6	
1 barb wire 6" @ 4/6	4/6	
Stainless steel tiedown wire	1/-	
Triplex strainers @ 3/3	3/3	
Cartage	5/-	
Laying line	10/-	
Erection	60/-	
	<u>160/-</u>	<u>Estimate £8/chain</u>
(d) <u>Oversowing and Topdressing/acre</u>		

Seed

2 lbs Cox @ 2/6	5/-	
2 lbs White Clover @ 3/6	7/-	
2 lbs Mont. Red Clover @ 2/6	5/-	
1/2 lb Dogstail @ 2/-	1/-	
Innoculation clovers 4 lbs @ 4 1/2d	1/6	19/6

Fertilizer

1 cwt Sulphurised 440lb Super		
@ £11.15.-/ton	11/9	

<u>Transport</u>	Seed	6d.	
	Fertilizer	2/9	3/3

<u>Flying</u>	Seed £20/hour	3/6	
	Fertilizer £5/ton	5/-	8/6
		<u>43/-</u>	<u>Estimate £2. 3. -/acre</u>

6. CONDITION OF SUBSIDY

That the owner agree to complete both the subsidised and non subsidised work proposed, as shown in the annual programmes and maintain same in a workmanlike manner.

.. RECOMMENDATION

That a subsidy of £2,105 on the total cost of £6,999 be approved by Board, subject to the conditions set forth in the report.

John M. Duncraft,  
ASSISTANT SOIL CONSERVATOR.

I concur with the above report, and recommend its adoption and forwarding to Soil Council for approval.

Yours faithfully,

J. Hunter Young,  
CHIEF SOIL CONSERVATOR.

8. ACKNOWLEDGEMENTS

The assistance of the following personnel is gratefully acknowledged.

A.R. Aitken	Lands & Survey Department.
P.M. Chandler	Southland Catchment Board.
J. Fitzharris	Department of Agriculture.
A.H. Egan	<i>Southland Catchment Board</i>
G.I.M. Sneddon	Southland Catchment Board.



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PART III : ECONOMIC ANALYSIS 1962 - 64

1.

Financial Structure

Item	Unit Per Farm £	Unit Per E/E £	Unit Per Acre £	Unit Per Cent %
L. & B. (as F/hold)	19,900	7.08	1.41	64.2
Stock	8,600	3.06	0.61	27.7
Plant	<u>2,500</u>	<u>0.89</u>	<u>0.18</u>	<u>8.1</u>
Farm Capital	£31,000	\$11.03	£2.20	100.0

2..

Farm Expenditure

Item	Unit Per Farm £	Unit Per E/E £	Unit Per Acre £	Unit Per Cent %
Working Expenses	2,069	0.73	0.147	55.7
Standing Charges	1,119	0.40	0.079	30.1
Depreciation	<u>524</u>	<u>0.19</u>	<u>0.037</u>	<u>14.2</u>
Total Expenditure and Depreciation	3,712	1.32	0.263	100.0

3.

Farm Income

Item	Unit Per Farm £	Unit Per E/E £	Unit Per Acre £	Unit Per Cent %
Wool Account	3,441	1.23	0.244	52.5
Sheep & Lamb Account	2,003	0.71	0.142	30.5
Cattle Account	1,050	0.37	0.074	16.1
Other Accounts	<u>60</u>	<u>0.02</u>	<u>0.004</u>	<u>0.9</u>
Gross Farm Income	6,554	2.33	0.464	100.0
Less Expenditure and Depreciation	<u>3,712</u>	<u>1.32</u>	<u>0.263</u>	<u>56.5</u>
Net Profit	<u>2,842</u>	<u>1.01</u>	<u>0.201</u>	<u>43.5</u>

4.

Return on Capital

$$\frac{\text{Net Profit} + \text{Interest} + \text{Rent} - \text{W.O.M. (Assessed)}}{\text{Total Farm Capital}}$$

= 7.4%

5.

Capital Turnover Ratio

$$\frac{\text{Gross Profit}}{\text{Total Farm Capital}}$$

= 20.1%

6.

Expenses Revenue Ratio

$$\frac{\text{Farm Expenses} + \text{W.O.M. (Assessed)} - \text{Interest} - \text{Rent}}{\text{Gross Profit}}$$

= 63%

7.

ECONOMIC COMPUTATION BASIS

(a) Land and Buildings

Valuation 1962 (As Freehold	£19,400	
Added value of further improvements	<u>1,000</u>	
Valuation 1964	£20,400	<u>£19,900</u>

(b) Stock

Market Valuation 1962	£8,430	
Market Valuation 1964	<u>£8,845</u>	<u>£8,600</u>

(c) Plant

Clearing Sales Values 1962	£2,125	
Clearing Sales Values 1964	<u>£2,910</u>	<u>£2,500</u>

(d) Farm Capital

Land and Buildings	£19,900	
Stock	8,600	
Plant	<u>2,500</u>	<u>£31,000</u>

(e) Wages of Management (Assessed)

Basic farm labour award 1964	548	
1% Farm Capital	310	
5% Gross Profit	<u>327</u>	<u>£1,185</u>

(f) Working Capital (Assessed)

= <u>Working Expenses + W.O.M. (Assessed)</u>		
2		
= <u>£1,627</u>	Say	<u>£1,625</u>

(g) Total Farm Capital

Land and Buildings	£19,900	
Stock	8,600	
Plant	2,500	
Working Capital (Assessed)	<u>1,625</u>	<u>£32,625</u>

8.

PROFIT AND LOSS ACCOUNT

ADJUSTED 3 YEAR AVERAGE 1962 - 64.

To Opening Stock - Sheep	6930		By Proceeds - Sheep & Lamb	2040	
- Cattle	<u>1500</u>	8430	Cattle & Other Stock	737	
			Wool & Skins	<u>3441</u>	
Purchases - Sheep	2		Grain Hay Seed etc	60	6278
- Cattle	<u>167</u>	169			
Gross Profit carried down		6554	Closing Stock - Sheep	6865	
			Cattle	<u>1980</u>	8845
			Meat & Produce used	30	30
		<u>15153</u>			<u>15153</u>
<hr/>					
To Wages	320		Gross Profit Brought Down		6554
Contract, Topdressing etc	176				
Farm Purchases	615				
Repairs & Renewals	321				
Stores & Rations	2				
Car, Truck & Tractor Exp.	444				
Proportion Power Light etc	110				
General Farm Expenses	81				
+ Insurance	87				
+ Rates	279				
+ Land Tax	-				
+ Interest	607				
+ Rent	146				
+ Managerial Salaries Paid	-				
* Depreciation	524	3712			
Net Farming Profit		<u>2842</u>			
		6554			<u>6554</u>

Stock Values - Basis (Market Prices)

<u>Sheep</u>	-	Ewes	£2. 10. -	
		E. Hogs	£2. 10. -	
		Wethers	£2. -. -	
		Rams	£5. -. -	
<u>Cattle</u>	-	Breeding Cows	£30. -. -	
		Steers 2 - 3 yr	£30. -. -	
		Steers 1 yr	£15. -. -	
		Heifers 1 yr	£15. -. -	
		Bulls	£30. -. -	

Expenditure

Working Expenses	2069	
+ Standing Charges	1119	
* Depreciation	<u>524</u>	
	<u>£3712</u>	

I HEREBY CERTIFY that this is a true copy of the Land Improvement Agreement dated the 16th day of December 1964 made between JOHN BRADBERRY NELSON and SOUTHLAND CATCHMENT BOARD

*[Signature]*  
Secretary to SOUTHLAND CATCHMENT BOARD.

640048

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APPLICANT FOR  
LAND IMPROVEMENT AGREEMENT UNDER  
THE 3<sup>rd</sup> CONSERVATION AND REVENUE  
DUTY ACT 1959

COLLARS ENTERED IN THE REGISTER-BOOK  
VOL 201 FOLD 158, 162/70

THE 20 MAR 1968  
AT 2.27 PM



Assistant Land Registrar  
SOUTHLAND

Not registered under the Land Transfer Act  
Registered under Section 83 of the Land Act, 1948  
(against 27 20/58)

JOHN BRADDERN NELSON

and

MMP\_0011998



SOUTHLAND CATCHMENT BOARD

LAND	15
Planned	with the proposed
Free	Altitude
2.0	MARKER
2.2	
2.3	
2.4	
2.5	

Macalister Bros.,  
Solicitors,  
Invercargill.