

## **Crown Pastoral Land Tenure Review**

**Lease name : LORNE PEAK**

**Lease number : PS 035**

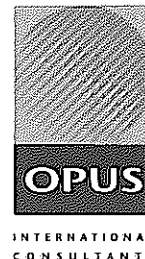
### **Due Diligence Report (including Status Report) - Part 1**

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**



**DUE DILIGENCE REPORT**  
**CPL PRE TENURE REVIEW ASSESSMENT STANDARD 6:**  
**LORNE PEAK PASTORAL LEASE**

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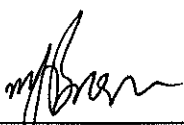
File Ref: CON/50269/09/12668/A-ZNO	Report No: DN0097	Report Date: 15/02/2002
Office of Agent: Dunedin	LINZ Case No: TR02/322	Date sent to LINZ: 22/02/2002

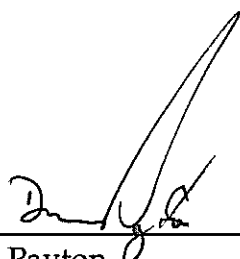
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**RECOMMENDATIONS**


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** there are no incomplete actions or potential liabilities.

**Signed by Opus:**

  
\_\_\_\_\_  
M Brown  
Property Consultant

  
\_\_\_\_\_  
D Payton  
Contract Manager

**Approved/~~Declined~~ (pursuant to a delegation from the Commissioner of Crown Lands)**  
**by:**

  
\_\_\_\_\_  
Name: GRANT KASPER WEBLEY  
Date of decision: 28/2/02

**1. Details of lease:**

Lease Name: Lorne Peak  
 Location: Approximately 5 kilometres north of Garston on State Highway 6  
 Lessee: Phillip Edward and Jennifer Faye Tayler  
 Tenure: Pastoral Lease under the Land Act 1948 – Ps035  
 Term: 33 years from 1 July 1991  
 Annual Rent: \$6,600.00  
 Rental Value: \$440,000.00  
 Date of Next Review: 1 July 2002  
 Land Registry Folio Ref: SL201/179 (Southland Registry)  
 Legal Description: Run 323B  
 Area: 5537.1252 hectares  
 5527.5352 - amended - see folio 15

**2. File Search**

Files held by Knight Frank on behalf of LINZ:

File Reference	Volume	From	To
Ps/035-SIN-04	4	27/11/1998	30/06/2000
CON/50213/09/12668/A-ZNO	1	01/07/2000	Date

Files held by Opus International Consultants Limited on behalf of LINZ

File Reference	Volume	From	To
CON/50269/09/12668/A-ZNO	1	22/08/2001	Date

Other relevant files held by LINZ:

File Reference	Volume	From	To
Ps/035-SIN-01	1	12/11/1947	13/06/1974
Ps/035-SIN-02	2	23/07/1974	10/01/1985
Ps/035-SIN-03	3	15/01/1985	13/11/1998

**3. Summary of lease document:**

**Terms of lease**

*Stock Limitation in lease*

3465 sheep (while farmed in conjunction with the adjoining freehold being Sections 35, 36 & 40 Block XXIV Eyre Survey District and Section 1 Block II Kingston Survey District)

*Commencement Date*

1 July 1991 (being a renewal for 33 years from the original lease dates 1 July 1958)

*Special Provisions*

There are no special provisions in the lease.

### Area adjustments

There are no unregistered area discrepancies.

### Registered interests

- 281361 Land Improvement Agreement pursuant to the Soil Conservation and Rivers Control Amendment Act 1959 – 23.5.1974
- 129486.2 Mortgage to Rural Banking and Finance Corporation of New Zealand – 7.4.1986
- 184673.4 Mortgage to Wrightson Farmers Finance Limited – 12.3.1991
- 214028.1 Variation of the within Lease renewing the term for a further 33 years commencing on 1.7.1991 and increasing the annual rental of \$6600.00 and the rental value of \$440000.00 – 22.10.1993
- 217083.1 Partial Surrender of the within Lease (5.5200 hectares) pursuant to Section 145 Land Act 1948
- 267883.1 Gazette Notice (1999/2433) declares 2.7200 hectares marked A SO 12343 and 1.5100 hectares marked C SO 12343 to be set apart for use in connection with a road and is to vest in the Crown.

### Unregistered interests

There are no known unregistered interests in the property.

#### **4. Summarise any Government programmes approved for the lease:**

In 1974, a Land Improvement Agreement was registered against the lease. This plan involved the construction of firebreak access tracking, cattle proofing of existing fencing, erosion control fencing, and the planting of windbreaks. The aim of this plan was to minimise and reduce erosion of unstable soils over the property.

#### **5. Summary of Land Status Report:**

Opus International Consultants Limited undertook a Land Status Check on 4 February 2002. This check confirms the status of the Land as Crown Land under the Land Act 1948, subject to Pastoral Lease Ps035. A copy of the report is appended as Schedule A to this report.

The following items were noted for information:

- Sections 1 (CT SL6D/669) and 2 (CT SL63/88) block II Kingston SD are freehold sections encompassed by the Pastoral Lease. Section 1 is held in different ownership.
- There is a Marginal Strip intersecting Section 2, recorded by the Department of Conservation as Conservation Unit F43501.

#### **6. Review of topographical and cadastral data:**

A review of the topographic and cadastral data indicates there are a number of disused water races running through the property. The topographic base indicates there is a

television repeater on the peak approximately 2 kilometres north of the internal freehold block.

**7. Details of any neighbouring Crown or conservation land**

Neighbouring Crown or Conservation Lands are detailed as follows:

	Legal Description	Status	Owner/Lessee
North	Part Run 323A	Pastoral Lease (Kingston Station)	K H & P M Tayler
South	Run 323C	Pastoral Lease (Glenfallen Station)	D N & D R McMillan
West	Section 1 Block V Kingston Survey District	Crown Land	Her Majesty the Queen
	Kingston Branch Rail Corridor	Railway Land	Her Majesty the Queen
Internal	Crown Land Block II Kingston Survey District	Marginal Strip	Department of Conservation

There is no indication that any of these parcels should be included in the tenure review.

**8. Summarise any uncompleted actions or potential liabilities:**

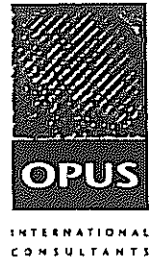
There are no uncompleted actions or potential liabilities that may affect the tenure review of this property.

**Schedule A: Land Status Report**

**OPUS INTERNATIONAL CONSULTANTS LIMITED  
 DUNEDIN OFFICE**

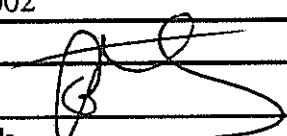
Project Number 6NLITR.02/106YD

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No. 50269 dated September 2001 and is undertaken for the purposes of tenure review in terms of the Crown Pastoral Land Act 1998.



<b>LAND STATUS REPORT for Lorne Peak</b>				LPS Ref 12668
Property	1	of	1	

<b>Land District</b>	Southland
<b>Legal Description</b>	Part Run 323B Kingston SD.
<b>Area</b>	5527.5352 ha
<b>Status</b>	Crown Land subject to Pastoral Lease Ps35
<b>Instrument of title/lease</b>	SL201/179
<b>Encumbrances</b>	Subject to Land Improvement Agreement 281361.
<b>Mineral Ownership</b>	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.
<b>Statute</b>	Land Act 1948 and Crown Pastoral Land Act 1998.

<b>Data Correct as at</b>	4 February 2002
<b>Certification Attached</b>	

<b>Prepared by</b>	Garry Patrick
<b>Crown Accredited Agent</b>	Opus International Consultants Ltd, Dunedin

REQUEST 38148 CERTIFIED DATA  
 CPY-01/01.PGS-005.11/02/02.09:21

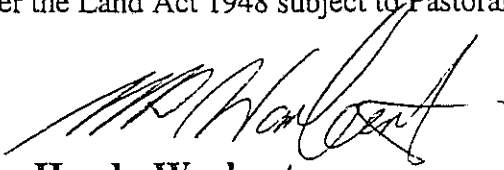


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<b>LAND STATUS REPORT for Kingston</b>				LIPS Ref 12655
Property	1	of	1	

**Certification**

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



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

2012 / 2002

<b>Notes: This information does not affect the status of the land but was identified as possibly requiring further investigation at the due diligence stage: See Crown Pastoral Standard 6 paragraph 6.</b>	<b>Sections 1 [CT SL6D/669] and 2 [CT SL63/88] Block II Kingston SD are freehold sections encompassed by the Pastoral Lease. Section 1 is held by the owners of the Pastoral Lease while Section 2 is held in different ownership. There is a Marginal Strip intersecting Section 2, recorded by the Department of Conservation as Conservation Unit F43501.</b>
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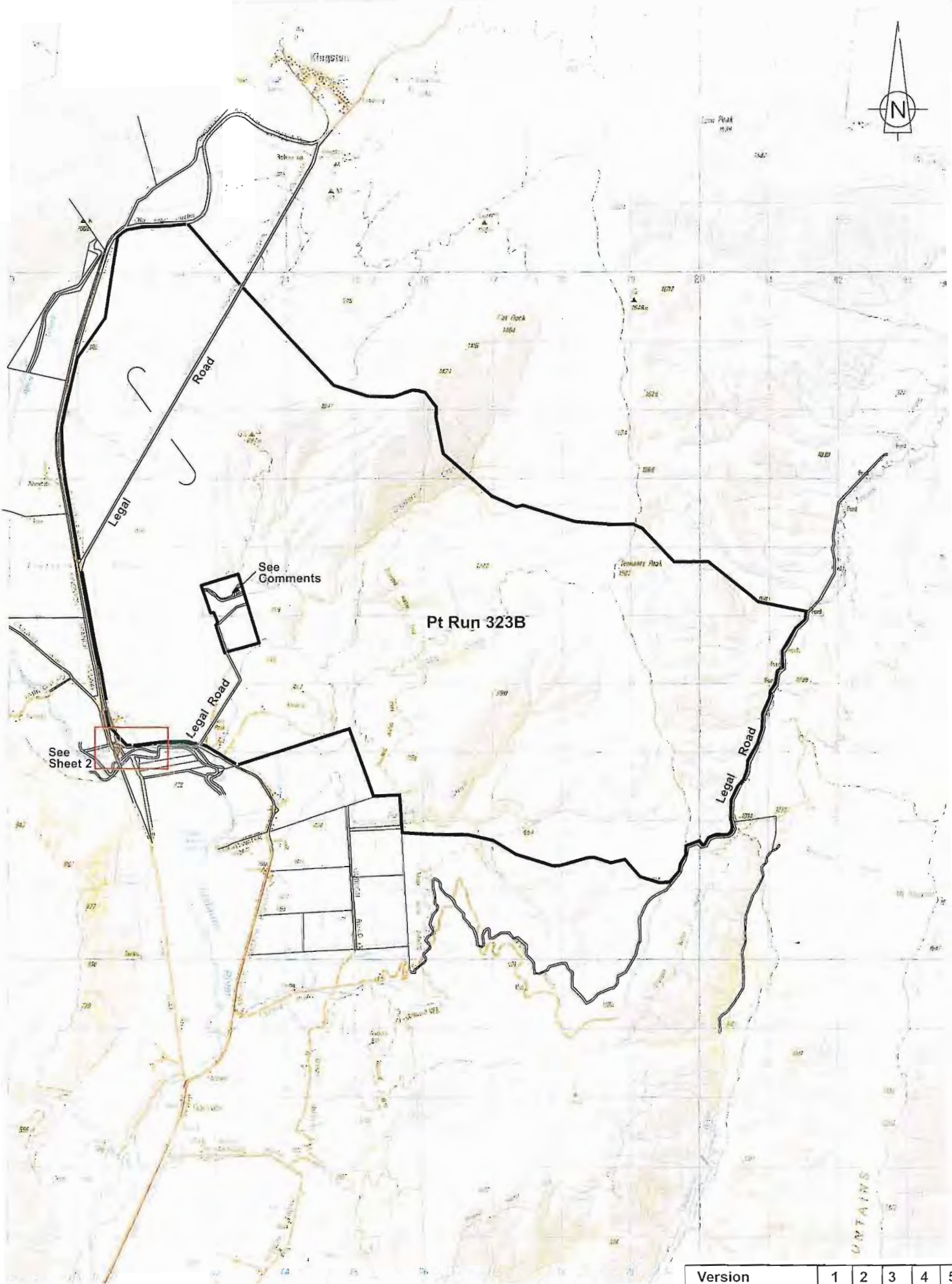
<b>LAND STATUS REPORT for Kingston</b>				LIPS Ref 12655
Property	1	of	1	

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

SDI Print Obtained	Yes
NZMS 261 Ref	F42 & F43
Local Authority	Southland District Council Queenstown Lakes District Council
Crown Acquisition Map	Kemp
SO Plan	SO 4720 of August 1922 being a plan of Part Run 323B. SO 4721 of August 1922 being a plan of Part Run 323B. SO 4724 of September 1922 being a plan of Part Run 323B. SO 5507 of July 1939 being a plan of land for road and road to be closed. SO 5640 of June 1946 being a plan of land for road, road to be closed. SO 5639 of June 1946 being a plan of land for road, road to be closed. SO 12343 of June 1999 being a plan of Land to be set apart for purposes in conjunction with a road.  Sighted but not copied [in no particular order] – SO's 3332, 3199, 1272, 2275, 4725, 633, 7018, 11872, 12184, 1285, 1442, 6840, 10789, 11873, 604, 5158, 1443, 1367, 5156, 2573, 2540, 4344 and 5572.
Relevant Gazette Notices and / or Computer interest register.	GN 267883.1 missing when endeavoured to search. However this appears to be the gazette notice for taking of land on SO 12343 [New Zealand Gazette 1999 page 2433].  Other documents: 214028.1 Variation of Lease. 217083.1 Partial Surrender of Lease. 281361 Land and Improvement Agreement.
CT Ref / Lease Ref	SL201/179. Historic copy difficult to read due to poor image quality.
Plan Index	Sighted but not copied. SO's noted for Run 323B are 4344, 4345, 4720, 4721, 4724, 5154, 5155, 5156, 5157, 5158, 5507, 5639, 5640, 5772 and 5779. A part from those listed in "SO Plan" box above these plans relate to roading, railway or mining.
Legalisation Cards	SO's 4720, 4724 and 4726 no cards. SO 12343 card shows "A" "B" and "C" set apart for road purposes New Zealand Gazette 1999 page 2433.

<b>LAND STATUS REPORT for Kingston</b>	LIPS Ref 12655
Property 1 of 1	

Statutory Actions (Landonline)	Nil						
CLR	Sighted. Supports pastoral status as at 31 March 1987 [disestablishment of Lands and Survey when CLR ceased to be maintained]. Area on card 5537.2264ha [13682a-2r-5.5p]						
Allocation Maps (if applicable)	SO 11176 for F42 and SO 11177 for F43 - nothing affecting lease. SOE allocation maps -- nothing found. LIPS F42 & F43 - nothing found.						
VNZ Ref - if known	29300/34600 & 28452/00900						
Crown Grant Maps	Not searched.						
If Subject land Marginal Strip: a) Type [Sec 24(9) or Sec 24(3)/Sec 58] b) Date Created c) Plan Reference	<table style="width:100%; border:none;"> <tr> <td style="width:50%;">a) Sec 24(3),</td> <td style="width:50%;">Sec 24(9)</td> </tr> <tr> <td>b) 30 June 1932.</td> <td>1 July 1991</td> </tr> <tr> <td>c) AA on SO 4721.</td> <td>BB on SO 4721.</td> </tr> </table>	a) Sec 24(3),	Sec 24(9)	b) 30 June 1932.	1 July 1991	c) AA on SO 4721.	BB on SO 4721.
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If Crown land - Check Irrigation Maps.	F42 & F43 - nothing.						
Mining Maps	F42 & F43 no Coal and Peat maps.  F43 & F43 Mining - nothing shown.						
If Road a) Is it created on a Block Plan - Section 43(1)(d) Transit NZ Act 1989 b) By Proc	a) SO Plan N/A						
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	<p>a) DoC advised it has no concessions noted for this property.</p> <p>b) No.</p> <p>c)</p> <p><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</p> <p><input type="checkbox"/> Contained in [provide evidence].</p> <p>d) No other relevant information found.</p>						



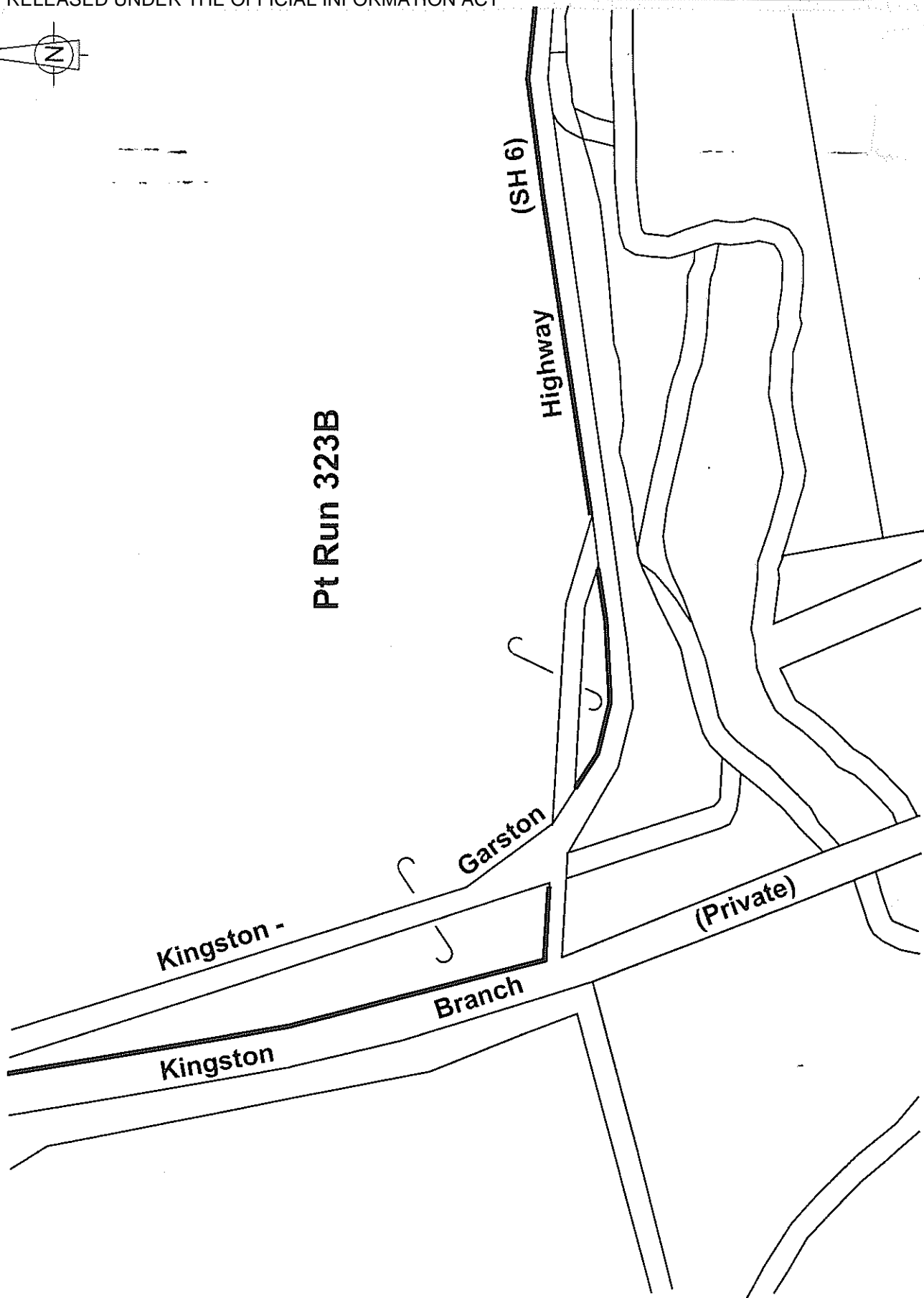
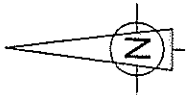
Version	1	2	3	4	5
Southland Land District	Sheet 1 of 2				
	Date 03/10/2001				
NZMS 260 F.42 & F.43					



**Lorne Peak**  
Scale 1 : 50000



Graphics by :  
TL Survey services Ltd DUNEDIN



Pt Run 323B

Kingston -

Kingston

Branch

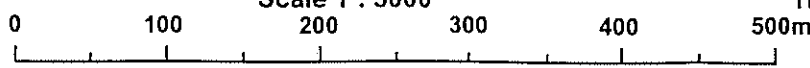
Garston

Highway  
(SH 6)

(Private)

Version	1	2	3	4	5
Southland Land District NZMS 260 F.43	Sheet 2 of 2 Date 05/10/2001				

**Lorne Peak**  
Scale 1 : 5000



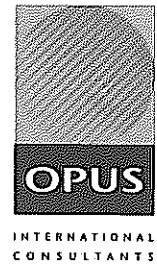
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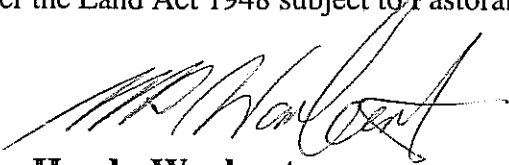


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Property	1	of 1

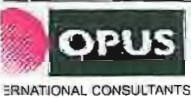
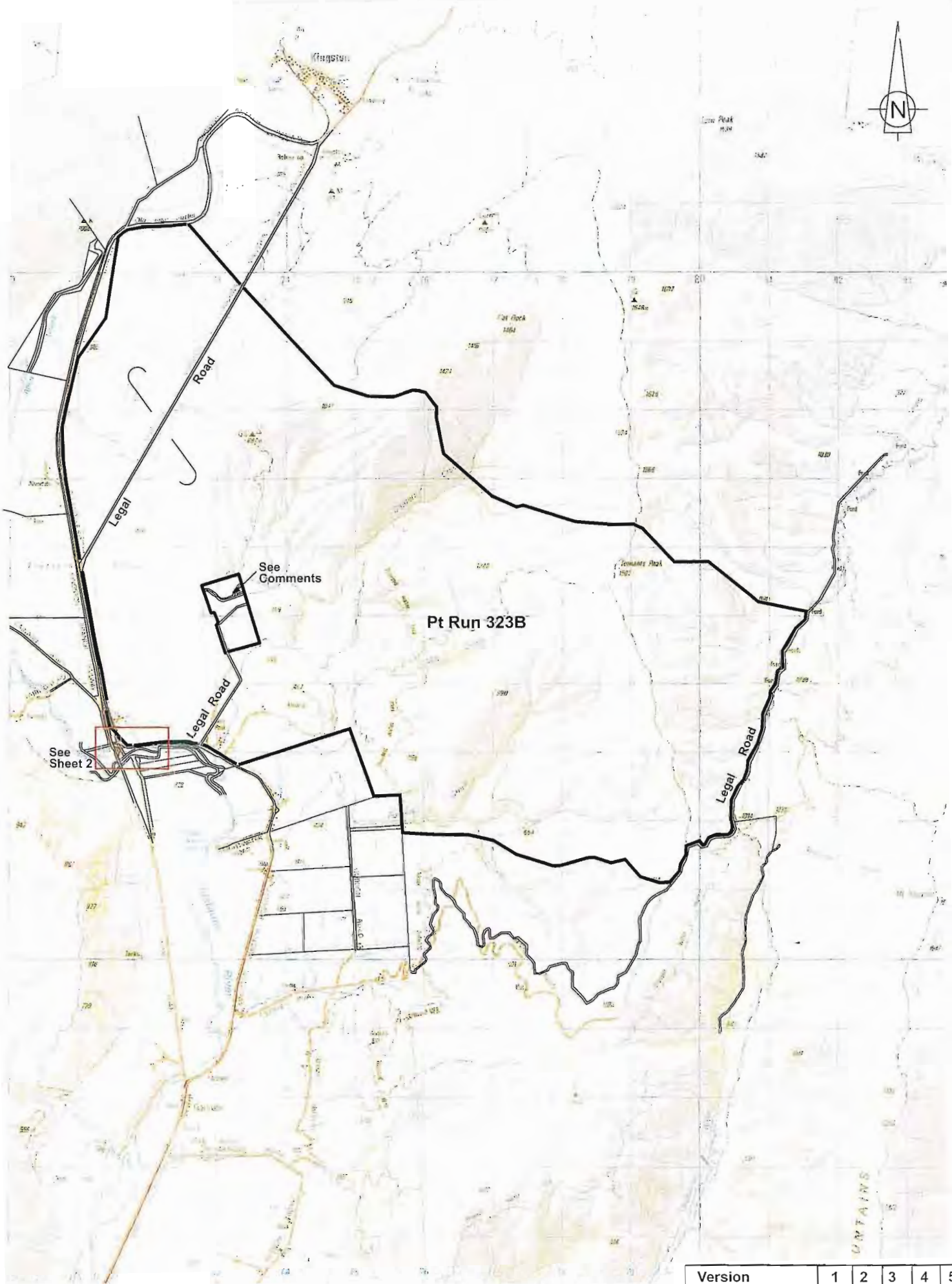
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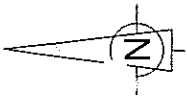


**Lorne Peak**  
Scale 1 : 50000



Version	1	2	3	4	5
Southland Land District	Sheet 1 of 2				
	Date 03/10/2001				
NZMS 260 F.42 & F.43					

Graphics by :  
T.L. Survey services Ltd DUNEDIN



Pt Run 323B

(SH 6)  
Highway

Garston

Kingston -

(Private)

Branch

Kingston

Version	1	2	3	4	5
Southland Land District NZMS 260 F.43	Sheet 2 of 2 Date 05/10/2001				

Lorne Peak

Scale 1 : 5000



Graphics by :  
TL Survey Services Ltd DUNEDIN



# Area Calculation

“RELEASED UNDER THE OFFICIAL INFORMATION ACT”

Acres to ha

Acres/roods  
0.0000 .0000000

Perches  
0 .0000000 ## ha

Ha to Acres

0 ## acres

To + and -  
Areas.  
5536.5042  
-8.8758  
-5.0920  
10.6711  
4.6708  
-0.6374  
-0.0210  
-0.1325  
-0.3283  
0.5261  
-5.5200  
-2.7200  
-1.5100  
5527.5352

-SO's 4721 & 4724  
Road taken by NZ Gazette 1940 page 3687  
Road taken by NZ Gazette 1940 page 3687  
Road closed by NZ Gazette 1940 page 3687  
Road closed by NZ Gazette 1940 page 3687  
Road taken by NZ Gazette 1947 page 1157  
Road taken by NZ Gazette 1947 page 1157  
Road taken by NZ Gazette 1947 page 1157  
Road taken by NZ Gazette 1947 page 1157  
Road closed by NZ Gazette 1947 page 1157  
Surrender 217083.1  
Road taken by NZ Gazette 1999 page 2433  
Road taken by NZ Gazette 1999 page 2433

273

# ALTERATION TO BE NOTED

FILE: P  
357

No. \_\_\_\_\_ C.T. \_\_\_\_\_  
 Case: \_\_\_\_\_  
 Location of Land: Run 323B. Kingston Survey District.  
 Area: \_\_\_\_\_  
 Acting Authorities: \_\_\_\_\_

Full Details of Alteration				Reason and Authority for Alteration
	A	R.	P.	
	13681.	0.	0.	✓ S.O. 4721 - 4724
Deduct	<u>34</u>	<u>2</u>	<u>2.4</u>	✓ S.O. 5507 Taken for road Gaz 1940 P 368
	13646.	1.	37.6	
Add	<u>37</u>	<u>3</u>	<u>25.7</u>	✓ S.O. 5507. Closed road Gaz 1940 P 36
	13684.	1.	23.3	
Deduct	<u>1</u>	<u>0</u>	<u>30.85</u>	✓ S.O. 5640 Taken for road Gaz 1947 P 115
	13683.	0.	32.8	
Deduct	<u>1</u>	<u>1</u>	<u>26</u>	✓ S.O. 5639. Land taken for Road Gaz 1947 P 1157
	13681.	3.	6.8	
Deduct			<u>26</u>	"
	13681.	2.	20.8	
Add	<u>1</u>	<u>1</u>	<u>08</u>	S.O. 5639. Closed Road Gaz 1947 P 1157
	13682.	3.	28.8	
Licence Area 13682 Jackson's estate				

Prepared by: [Signature] Checked by: [Signature]  
 Date: 23.1.58 Date: 24.1.59

Details of Action

ACTION REQUIRED: \_\_\_\_\_  
 LEASES: (1) ACCOUNTS: \_\_\_\_\_ TITLES: RAW RECORDS: 4

**Titles**



**COMPUTER INTEREST REGISTER  
 UNDER LAND TRANSFER ACT 1952**



Historical Search Copy

R. W. Muir  
 Registrar-General  
 of Land

**Identifier** SL201/179  
**Land Registration District** Southland  
**Date Registered** 18 December 1958 09:40 am

**Part-Cancelled**

**Prior References**  
 SL167/15

<b>Type</b>	Lease under s83 Land Act 1948		
<b>Area</b>	5537.1252 hectares more or less	<b>Term</b>	33 years from the 1st day of July 1958 and renewed for a further 33 years commencing on 1.7.1991

**Legal Description** Run 323B

**Original Proprietors**

Phillip Edward Tayler as to a 7/12 share  
 Jennifer Faye Tayler as to a 5/12 share

**Interests**

Subject to Part IV A Conservation Act 1987

- 16373 281361 Land Improvement Agreement pursuant to the Soil Conservation and Rivers Control Amendment Act 1959 - 23.5.1974 at 10.55 am
- 129486.2 Mortgage to Rural Banking and Finance Corporation of New Zealand - 7.4.1986 at 1.48 pm
- 184673.4 Mortgage to Wrightson Farmers Finance Limited - 12.3.1991 at 10.30 am
- 16375 214028.1 Variation of the within Lease renewing the term for a further 33 years commencing on 1.7.1991 and increasing the annual rental of \$6600.00 and the rental value of \$440,000.00 - 22.10.1993 at 11.25 am
- 16376 217083.1 Partial Surrender of the within Lease (5.5200ha) pursuant to Section 145 Land Act 1948 - 10.2.1994 at 10.39 am
- 16377 267883.1 Gazette Notice (1999/2433) declares part 2.7200ha marked A SO 12343 and part 1.5100ha marked C SO 12343 to be set apart for use in connection with a road and is vested in the Crown - 1.9.1999 at 9.00 am



**COMPUTER INTEREST REGISTER  
UNDER LAND TRANSFER ACT 1952**



*R. W. Muir*  
Registrar-General  
of Land

Search Copy

Identifier **SL201/179**  
Land Registration District **Southland**  
Date Registered 18 December 1958 09:40 am

**Part-Cancelled**

**Prior References**  
SL167/15

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<b>Type</b>	Lease under s83 Land Act 1948	<b>Term</b>	33 years from the 1st day of July 1958 and renewed for a further 33 years commencing on 1.7.1991
<b>Area</b>	5537.1252 hectares more or less		

**Legal Description** Run 323B

**Proprietors**

Phillip Edward Tayler as to a 7/12 share  
Jennifer Faye Tayler as to a 5/12 share

---

**Interests**

Subject to Part IV A Conservation Act 1987

281361 Land Improvement Agreement pursuant to the Soil Conservation and Rivers Control Amendment Act 1959 - 23.5.1974 at 10.55 am

129486.2 Mortgage to Rural Banking and Finance Corporation of New Zealand - 7.4.1986 at 1.48 pm

184673.4 Mortgage to Wrightson Farmers Finance Limited - 12.3.1991 at 10.30 am

214028.1 Variation of the within Lease renewing the term for a further 33 years commencing on 1.7.1991 and increasing the annual rental of \$6600.00 and the rental value of \$440,000.00 - 22.10.1993 at 11.25 am

217083.1 Partial Surrender of the within Lease (5.5200ha) pursuant to Section 145 Land Act 1948 - 10.2.1994 at 10.39 am

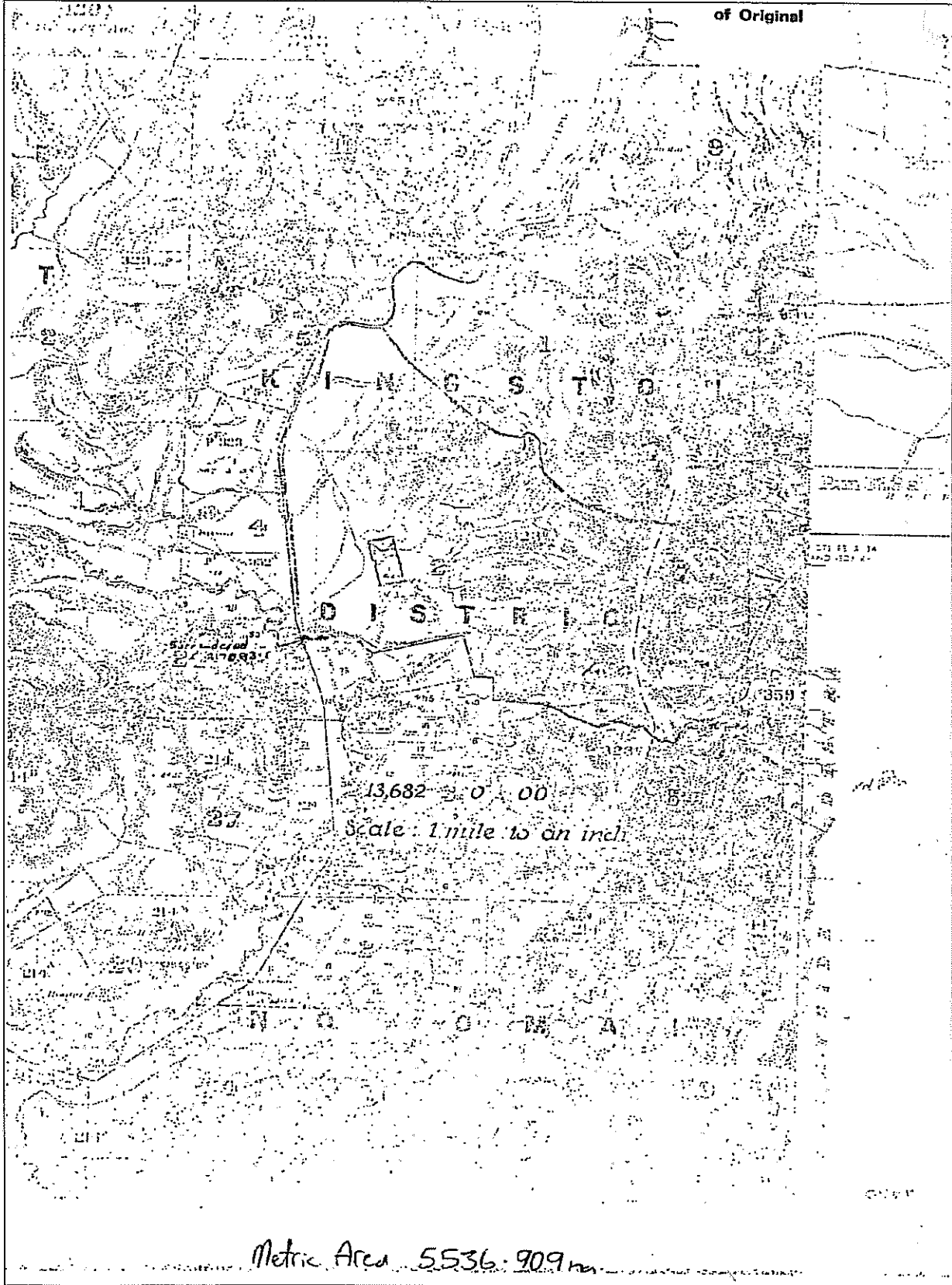
267883.1 Gazette Notice (1999/2433) declares part 2.7200ha marked A SO 12343 and part 1.5100ha marked C SO 12343 to be set apart for use in connection with a road and is vested in the Crown - 1.9.1999 at 9.00 am



Identifier

SL201/179

of Original



REGISTERED

201179

Image Quality due to Condition of Original

PART CANCELLED  
PART TAKEN BY GAZETTE  
NOTICE

Pastoral Lease of Pastoral Land under the Land Act, 1943

This Deed, made the 1st day of March 1958, between HER MAJESTY THE QUEEN (hereinafter referred to as "the Crown") and the Lessee...

LAND & MINES  
Form 1  
Date: 1st March 1958  
Area: 1000 sq. ft.  
Class: Pastoral Lease

one thousand nine hundred and fifty eight... of the said land... the Lessee... the Crown... the said land... the said land... the said land...

Run 2258 Kingston Survey District

(hereinafter referred to as "the said land") of the same is to be... together with the rights, easements, and appurtenances... HOLD the said premises intended to be hereby granted... one thousand nine hundred and fifty eight... the period between the date of this lease and the expiration day of July 1958.

Yielding and paying thereon during the said term... and Survey of the Principal Land Office for the said Land District of Southland... the clear annual sum of two hundred and seventy... without demand by equal half-yearly payments... January and the 1st day of July in each and every year... And also paying in respect of the improvement... hereto the sum of... by a deposit of... (the receipt of which sum is hereby... by... and... on the 1st day of January... of July in each year...

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

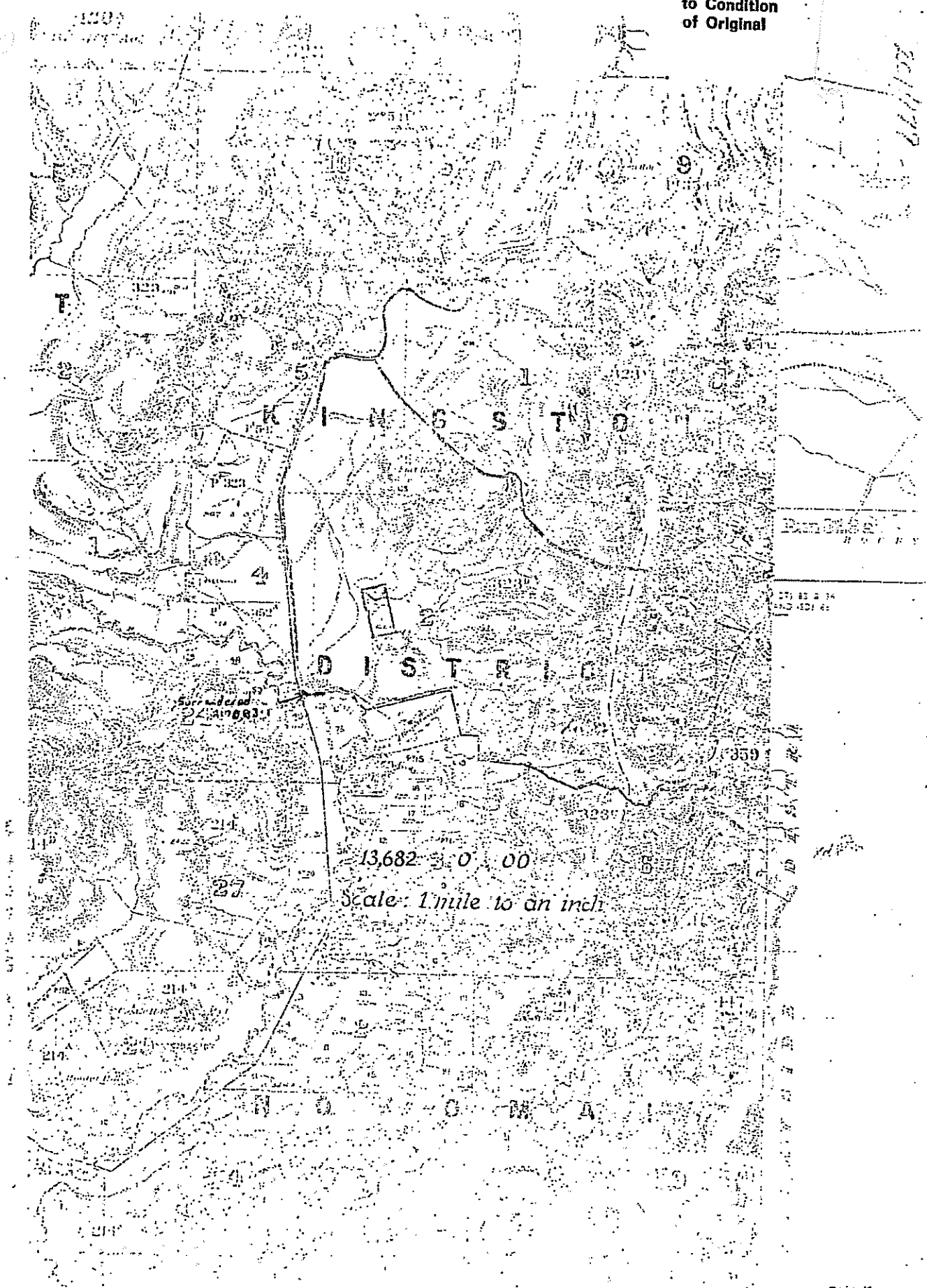
1. THAT the Lessee will fully and punctually pay the rent hereinafter provided for the time and in the manner hereinbefore stated in this lease, and also will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that now are or hereafter may be assessed, levied, or payable in respect of the said land or any part thereof during the said term.
2. THAT the Lessee will within one year after the date of this lease take up his residence on the said land, and thereafter throughout the term of the lease will reside continuously on the said land.
3. THAT the Lessee will hold and use the said land for his own use and benefit and will not transfer, assign, sublet, mortgage, charge, or part with possession of the same, nor will he sublet or otherwise dispose of the same without the written 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 the State.
4. THAT the Lessee will at all times farm the said land differently and in a husbandlike manner according to the rules of good husbandry and will not in any way commit waste.
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 Southland... (hereinafter referred to as "the Commissioner") cut and trim all the fences and hedges, clear and keep clear the said land of all noxious weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1945.
6. THAT the Lessee will keep the said land free from wild animals, rabbits, and other vermin, and generally comply with the provisions of the Rabbit Nuisance Act, 1924.
7. THAT the Lessee will clean and clear from weeds and keep open all creeks, drains, ditches, and watercourses upon the said 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 creek 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 substantial repair, order, and condition all improvements belonging to the Crown that are then specified in the Schedule hereto which are being purchased by the Lessee now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
9. THAT the Lessee will insure all buildings belonging to the Crown specified in the Schedule hereto which are being purchased by the Lessee now or hereafter erected on the said 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 under any such policies and will comply with the Commissioner's every such order and, not later than the first day of the month in which any such premium becomes payable, the amount 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 a royalty) as the Commissioner thinks fit, fill, alter, or remove any timber, tree, or bush growing, standing, or lying on the said land, and that he will throughout the term of the lease protect the preservation of any such timber, tree, or bush as the Commissioner may so approve: Provided that the consent of the Commissioner as aforesaid shall not be necessary where any such timber or tree is felled for any agricultural, pastoral, horticultural, or building purposes on the said land and 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 Noxious Weeds Act, 1945, burn any rubbish, or other refuse, or any other material on the said land or any part thereof, or burn any rubbish, or other refuse, or any other material in or on the said land, unless in either case he shall have obtained the prior consent in writing of the Commissioner: In no case 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 investigating whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums, or other animals which the said Department is charged with the duty of exterminating or controlling for the purpose of protecting any of its interests: Provided that all such officers and employees in the performance of the said duties shall well and lawfully behave themselves in the exercise of their powers.
13. That the Lessee shall exercise due care in stocking the said land and shall not overstock.

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

14. THAT the Lessee shall have the right to... (partially illegible)
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100. THAT the Lessee shall have the right to... (partially illegible)



Image Quality due  
to Condition  
of Original



Metric Area 5536.909 km

128957.1 Compensation Certificate against  
pursuant to Section 13 of the Public  
Works Act 1981 - 23.4.1986 at 10.41 a.m.

**OBSCURED**  
2009

*Ward*  
A.L.R.

129175.1 Certificate vesting mortgage  
258954 in Rural Banking and Finance  
Corporation of New Zealand - 29.4.41986  
at 2.07 p.m.

**OBSCURED**

*Ward*  
A.L.R.

129486.1 Variation of mortgage 090435.2  
- 7.5.1986 at 1.48 p.m.

**OBSCURED**

*H. King*  
A.L.R.

129486.2 Mortgage to Rural Banking and  
Finance Corporation of New Zealand -  
7.4.1986 at 1.48 p.m.

*H. King*  
A.L.R.

184673.4 Mortgage to Wrightson Farmers  
Finance Limited - 12.3.1991 at 10.30 a.m.

*H. King*  
A.L.R.

191258.1 Mining Licence over part within  
land to Stony Creek Mining Term 5 years  
commencing on 10.10.1991 - 9.10.1991 at 9.40  
a.m.

**OBSCURED**  
244287-1

*John Dobbins*  
D.L.R.

214028.1 Variation of the within Lease  
renewing the term for a further 33 years  
commencing on 1.7.1991 and increasing the  
annual rental of \$6600.00 and the rental  
value of \$440,000.00 - 22.10.1993 at 11.25  
a.m.

*H. King*  
A.L.R.

Subject to Part IVA Conservation Act 1987

*H. King*  
A.L.R.

217083.1 Partial Surrender of the  
within Lease (5.5200ha) pursuant to  
Section 145 Land Act 1948 - 10.2.1994  
at 10.39 a.m.

*John Dobbins*  
A.L.R.

267883.1 Gazette Notice (1999/2433)  
declares part 2.7200ha marked A SO  
12343 and part 1.5100ha marked C SO  
12343 and part 4050m<sup>2</sup> stopped road  
adjoining hereto marked B SO 12343 to  
be set apart for use in connection  
with a road and is vested in the Crown  
- 1.9.1999 at 9.00

*W. King*  
for RGL

23957.1

Cooperated... and Land...  
**OBSOLETE**

23957.8

...  
**OBSOLETE**

...  
**OBSOLETE**

...  
**OBSOLETE**

20796...  
DISCHARGED 12.9.1975.2  
**OBSOLETE**

23136.1 Land Improvement Agreement pursuant to the Soil Conservation and Rivers Control Amendment Act 1969 23.5.1976 at 12.55 am.

282276 Transfer of shares...  
**OBSOLETE**

282277 Mortgage to Macalister Bros Nominees Limited...  
DISCHARGED 17 DEC 1982  
**OBSOLETE**

282278 Memorandum of Priority making mortgages...  
282277 and 282278...  
**OBSOLETE**

006207.1 Transmission of the shares of George Horrell TAYLER to the New Zealand Dairy Company Limited as executor...  
**OBSOLETE**

THIS REPRODUCTION (ON A REDUCED SCALE) CLAIMED TO BE A TRUE COPY OF THE ORIGINAL RECORD FOR THE PURPOSES OF SECTION 216A LAND TRANSFER ACT 1952.  
20 pages D.L.P.

054239.1 Variation of Mortgage 282277 24.1.1980 at 1.34 pm.  
**OBSOLETE**

060940.1 Mortgage to Rural Banking and Finance Corporation of New Zealand 20.8.1980 at 2.47 pm.  
**OBSOLETE**

A.L.R.

076745.1 Variation of Mortgage 060940.1 20.11.1981 at 10.28 a.m.  
**OBSOLETE**

A.L.R.

089133.1 Variation of Mortgage 060940.1 12.11.1982 at 10.55 a.m.  
**OBSOLETE**

A.L.R.

090435.2 Mortgage to Macalister Bros Nominees Limited 17.12.1982 at 2.31 p.m.  
DISCHARGED 23 NOV 1988  
**OBSOLETE**

A.L.R.

090435.3 Memorandum of Priority making mortgages 090435.2 and 258954 first and second mortgages and 281361 a third mortgage and 060940.1 a fourth mortgage respectively 17.12.1982 at 2.31 p.m.  
**OBSOLETE**

A.L.R.

096125.1 Court Order pursuant to Section 25 (3) of the Matrimonial Property Act 1976 vesting the share of Phillip Edward Tayler and the said Phillip Edward Tayler and Jennifer Faye Tayler as tenants in common in equal share: 2 1.7.1983 at 9.19 a.m.  
**OBSOLETE**

A.L.R.

108491.1 Transfer to Kenneth Horrell Tayler of Kingston and Phillip Edward Tayler of Garston Farmers as tenants in common in equal shares - 18.7.1984 at 10.19 a.m.

A.L.R.

108491.1 Transfer of the share acquired by Transmission 006207.1 to Kenneth Horrell Tayler of Kingston and Phillip Edward Tayler of Garston Farmers as tenants in common in equal shares - 18.7.1984 at 10.19 a.m.  
**OBSOLETE**

A.L.R.

117668.1 Transfer of his share Kenneth Horrell Tayler to Phillip Edward Tayler and Jennifer Faye Tayler both Lorne Peak Farmer and Married Woman as tenants in common in equal shares - 24.4.1985 at 10.51 a.m.

A.L.R.



## John S Kirk

---

**From:** loladmin@linz.govt.nz  
**Sent:** Thursday, 30 August 2001 11:08  
**To:** john.kirk@opus.co.nz  
**Subject:** LORNE PEAK

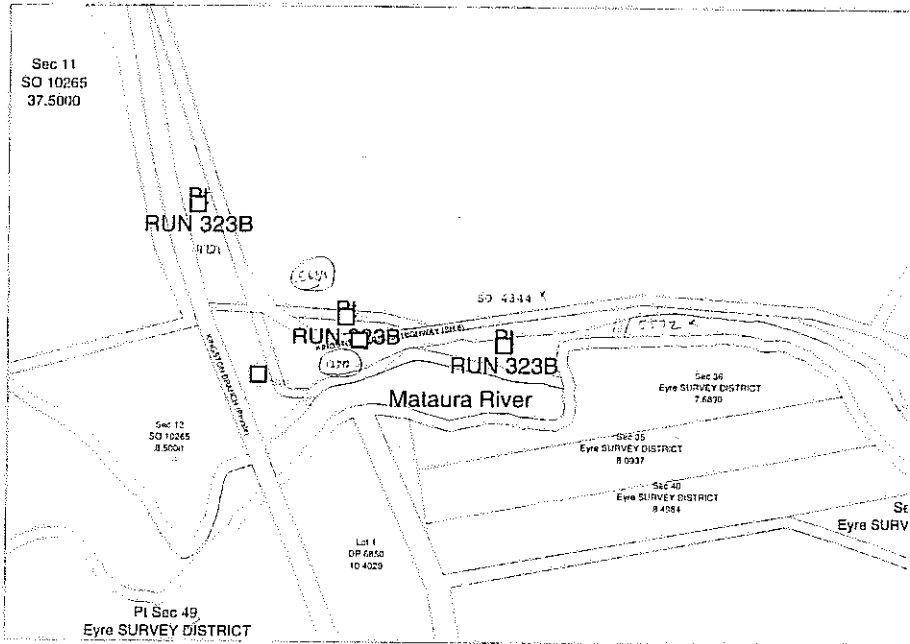


Image for Titles -  
SL201-179 -...

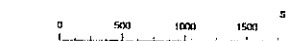
The following images are delivered to you:  
Image for Titles - SL201-179 - Historic Title

# SO Plans





PI Run 323B  
 TERRALINK INTERNATIONAL 2001 - CRS Survey and Title Data as at 01/08/2001 (Valuation Data as at 01/08/2001 Geospatial data as at 11/10/97)  
 Cadastral Information from LINZ Core Record System (CRS). CROWN COPYRIGHT RESERVED



PI Run 323B  
 TERRALINK INTERNATIONAL 2001 - CRS Survey and Title Data  
 Cadastral Information from LINZ Core Record System (CRS). CROWN COPYRIGHT RESERVED





PI Run 323B  
 TERRALINK INTERNATIONAL 2001 - CRS Survey and Title Data as at 01/08/2001 (Valuation Data as at 01/08/2001 Geospatial data as at 11/10/97)  
 Cadastral Information from LINZ Core Record System (CRS). CROWN COPYRIGHT RESERVED

# Other Documents

Master Details Menu

- [Sale](#)
- [General Maintenance](#)
- [View Change History](#)

 [Today's Charges](#)

 [e-valuer](#)

# Master Details

**Qpid:** 1477005 **Val.Ref.:** 29300 / 34600

**Situation:** 1195 KINGSTON GARSTON Highway **Property Name:**  
**Territorial Authority:** 73 Southland District **Category:** Pastoral-Grazing-ec  
**Date Revised:** 01/09/2000 **Nature of Imp.:** DWG OI FG OBS  
**No. of Extensions:** 0

**Objections:** No **Subdivisions:** No **Consents:**

Valuations	Capital	Land	Improvements	Trees
<b>Rating Valuation:</b>	1780000	1380000	400000	6800
<b>Special Rating Valuation:</b>				

**Owner/Occupier Details**

Type	Name	Address
Owner1	Land Information New Zealand	P O Box 27 Alexandra 9181
Occupier	George Kenneth Tayler	Private Bag Lorne Peak Lumsden 9661
Occupier	Phillip E Tayler	
Occupier	Jennifer Faye Tayler	

**Certificate of Titles:** 12 / 204 / 179

**Legal Descriptions:** P35 PT RUN 323B AREA MARKED A ON SO 10844 KINGSTON SD NZ GAZ 1994/1911  
28452/00900

**Land Area:** 4081.1345Ha

**TORAS**

**Code:**33100

Tenure	Ownership	Rateability	Apportionment
Clearly Leased	Crown-Ministries/Departments	Rateable	NOT APPLICABLE

**Land Use Data**

<b>Zone:</b>	1A	<b>Use:</b>	Store sheep
<b>Units:</b>	1	<b>Sub:</b>	0
<b>Car Parks:</b>	0	<b>Maori Land:</b>	
<b>Age:</b>		<b>Roof Const.:</b>	
<b>Wall Const.:</b>		<b>Floor Area:</b>	640
<b>Site:</b>	640		
<b>Land Area:</b>	4081.1345Ha		

**Quotable**

Professional valuers of  
commercial  
residential  
rural  
& specialist property  
plus plant & machinery

We recognise the value so  
you can realise the potential.

Call us for a no obligation quote.  
0800 QUOTABLE

CDE_S15 - Request Manual Copy			
Document Type	Instrument	Request Id	16377
Reference Number	GAZETTE 267983.1	User Id	jkirkdu
Land District	Southland	Request Date	30/08/2001
Method of Delivery	BOY	Client Reference	SNLITR.02/106YD LORNE PI
<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 8395		
Eees...	OK	Cancel	

nf. = missing

Sally John this one is missing

John

CDE_S15 - Request Manual Copy		X	
Document Type	Instrument	Request Id	16375
Reference Number	214028.1 RCL	User Id	jkikdu
Land District	Southland	Request Date	30/08/2001
Method of Delivery	Post Box	Client Reference	6NLITR:02/106YD LOANE RI
<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

**MEMORANDUM OF RENEWAL AND VARIATION  
OF PASTORAL LEASE**

**IN THE MATTER** of the Land Transfer Act 1952  
and the Land Act 1948

**AND**

**IN THE MATTER** of Pastoral Lease No Ps35  
registered in Volume 201  
Folio 179 Southland District Land  
Registry from HER MAJESTY THE  
QUEEN to PHILLIP EDWARD  
TAYLER AND JENNIFER FAYE  
TAYLER BOTH OF LORNE PEAK  
FARMER AND MARRIED WOMAN  
AS TENANTS IN COMMON IN  
EQUAL SHARES.

- (1) Pursuant to Section 170 of the Land Act 1948 the term of the abovementioned lease registered in Volume 201 Folio 179 Southland Land Registry is renewed for a term of 33 years commencing on the 1st day of July 1991. The covenant to pay rent and the rental value contained in the lease is hereby varied by deleting the said covenant and substituting the following:

Yielding and paying therefore for the first 11 years of the said term unto the Landcorp Property Limited at Alexandra the annual rent of \$6,600.00 plus GST calculated on a rental value of \$440,000.00 payable without demand by equal half yearly payments in advance on the first day of January and the first day of July in each and every year during the said period of 11 years and for the next two successive periods of 11 years of the said term a rent determined in respect of each of those periods in the manner provided in Section 132A of the Land Act 1948.

- (2) Consequent upon this renewal Marginal Strips have been reserved pursuant to Part IVA of the Conservation Act 1987 as shown on SO Plan 4721.

Save as hereby expressly varied all the covenants conditions and restrictions contained or implied in the said Memorandum of Lease shall remain in full force.

**IN WITNESS WHEREOF** the parties have hereunto subscribed their names this  
1st day of June 1963

**SIGNED** for and on behalf of HER MAJESTY  
THE QUEEN by the Commissioner of Crown  
Lands in the presence of: )  
)  
)  
)  
)

[Signature]  
Commissioner of Crown Lands

Witness: Bullen  
Occupation: Historical Administration Officer  
Address: Department of Survey and Land Information  
Wellington

**SIGNED** by the Lessee  
PHILLIP EDWARD TAYLER )  
in the presence of: )

[Signature]  
Lessee

Witness: DA Lott I.D.  
Occupation: Housewife  
Address: Allandale St. Garston

**SIGNED** by the Lessee  
JENNIFER FAYE TAYLER )  
in the presence of: )

[Signature]  
Lessee

Witness: DA Lott  
Occupation: Housewife  
Address: Allandale St. Garston

Deena A. Lott I.P.  
Allandale St.  
Garston.

REGISTERED IN DUPLICATE

**MEMORANDUM OF RENEWAL OF  
PASTORAL LEASE**

Particulars entered in the  
Register as shown herein on the date  
and at the time stamped below.

HER MAJESTY THE QUEEN      Lessor

\_\_\_\_\_  
District/Assistant Land Registrar  
of Southland


PHILLIP EDWARD TAYLER      Lessee  
JENNIFER FAYE TAYLER

Correct for the purposes of the Land  
Transfer Act 1952

*[Handwritten signature]*  
.....

Solicitor for the Lessee

\_\_\_\_\_  
LANDCORP PROPERTY LIMITED  
DUNEDIN

MWP\_0013112  


11.25 22.OCT93 214028.1  
PARTICULARS ENTERED  
AND RECORDED  
2011179  
SOUTH ISLAND  
DUNEDIN





CDE S15 - Request Manual Copy			
Document Type	Instrument	Request Id	16373
Reference Number	LAND IMP AG 281361	User Id	ikirkdu
Land District	Southland	Request Date	30/08/2001
Method of Delivery	<input checked="" type="checkbox"/> Post <b>Box</b>	Client Reference	GNLITR.02/106YD LORNE RI
	<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		
Eees..	OK	Cancel	

John

Copy of plans a bit "Yuk"  
Machine not performing to it's best  
So if you need to see original will  
keep in office for a while.

Cheers John

*M.A.R.*  
M.L.R.

MWP\_0013110

LAND IMPROVEMENT AGREEMENT

BETWEEN SOUTHLAND CATCHMENT BOARD

of the first part

A N D GEORGE KENNETH TAYLER,  
KENNETH HORRELL TAYLER and  
PHILLIP EDWARD TAYLER

of the second part

Particulars entered in the Register  
Vol. 71 | 192, 136 | 130

do  
10.55 @ clock.

23 MAY 1974  
DISTRICT LAND REGISTRY  
SOUTHLAND, N.Z.  
District Land Registrar  
SOUTHLAND

*Act.*

1. I. Agreement  
Mac Bros  
23.5.1974  
10.55  
95 A  
1998

(1A)

Macalister Bros.,  
Solicitors,  
Invercargill.

seventy four BETWEEN SOUTHLAND CATCHMENT BOARD constituted under the Soil Conservation and Rivers Control Act 1941 (hereinafter called "the Board") of the one part AND GEORGE KENNETH TAYLER, KENNETH HORRELL TAYLER and PHILLIP EDWARD TAYLER, tenants in common in equal shares ~~Owners~~/Farmers (hereinafter called "the ~~Owners~~/Owners" which expression shall where the context so admits or implies include his executors, administrators and assigns) of the other part

WHEREAS the ~~Owners~~/Owners ~~has~~/own 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 ~~Owners~~/Owners for the purposes of 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 ~~Owners~~/Owners in consideration of the subsidy at the rate or rates set forth in the second schedule hereto hereinafter agreed to be paid or credited to him/ them by the Board DO TH 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 or credit 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 shall make default in the observance or performance of any covenant on his part hereinbefore 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
4. The Owner/Owners shall permit the officers servants and agents of the Board at any time by day or 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

		a.	r.	p.
'Lorne Peak'				
Leasehold	Pt run 323 B Kingston Survey District	13682	0	00
Freehold	Section 1 Block II Kingston Survey District			
	Sections 35, 36, 40 Eyre Survey District	123	2	14
		13805	2	14

*WSTF RDM*

*G. H. Taylor  
P. E. Taylor  
K. H. Taylor*

THE SECOND SCHEDULE

PART I

The Conservation proposals, subsidies and conditions are found in Section 2 and 3

of a report of the 5th July 1973 by the Chief Soil Conservator of the Board, a copy of which is attached hereto.

PART II

<u>Farming Practices</u>	<u>Period during which practices are to be applied</u>	<u>Conditions</u>
<u>Fencing</u>	For the term of any Crown Lease or licence issued over the property described in the First Schedule hereto.	To be maintained in a stockproof condition.
<u>Tracking</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 at reasonable Landrover access standards.

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

Signed by the abovesigned in the presence of

*[Signature]*

WITNESSED BY *[Signature]*

and by *[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

Two members of the Southland Catchment Board on behalf of and by direction of the Board

In the presence of:

*[Signature]*

I hereby certify that this is a true copy of the Land Improvement Agreement dated the 8th day of February 1974 made between George Kenneth Taylor, Kenneth Horrell Taylor and Phillip Edward Taylor and Southland Catchment Board

*[Signature]*

Southland Catchment Board