

## **Crown Pastoral Land Tenure Review**

**Lease name : STONELEIGH**

**Lease number : PT 030**

### **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.

**July 09**

235/145

235/145

**Register-bank.**

Vol. 23 REGISTER

79. --- 1,617 14 and 249  
 102. --- 252  
 122. --- 130, 162, 234  
 123. --- 63  
 169. --- 23, 23  
 Vol. 210, fol. 106  
 References: *Unpublished.*  
*Traverse.*



CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT

This Certificate, dated the eleventh day of March, one thousand nine hundred and twelve, under the hand and seal of the District Land Registrar of the Land Registration District of Leicester, Witnesseth that

Marriet Smith Seddon of Bridgeton, England, widow William Herbert  
Seddon of Saimin, Gloucester, England, late in Maryland and William Seddon

or indorsed hereon; subject also to any existing right of the Crown to take and lay off roads under the provisions of any Act of the General Assembly of New Zealand) in the land hereinafter described, as the same is delineated by the plan hereon, bordered thereon, by the several admeasurements

a little more or less, that is to say: All <sup>those</sup> parcels of land containing <sup>between</sup> ~~the~~ <sup>four hundred</sup>  
and fifty seven Acres two roods and nineteen perches more  
<sup>about situated in Villages IX X XII and XIV of the Order II of the Enquiry</sup>  
and XVI of the <sup>Enquiry</sup> Survey District being <sup>Rural Section</sup> 1550, 1958, 2018,  
2019, 2019L, 21185, 214087, 214625, 25721, 25722, 25837, 25829, 26643, 26641, 26646, 26646,  
26647, 26648, 28801, 28848, 28849, 28850, 28851, 28871, 28888, 29514, 29515, 30317, 30318, 30319,  
30320, 30814, 32304, 32329, 32387, 32388, 32389, 32390, 32472, 32473, 32474, 32571, 32572,  
32573, 32574, 32575, 32576, 32577, 32578, 32591, 33347, 33348, 34002, 34003, 34004, and  
34005 and part of Rural Sections 21471, 25719, and 28800.

Transfer 13796 produced 11 March 1901 at 12.5 pm Williams Boarder's address to the Chinese  
served Mexican Border Committee and National Service Board as. Descendants in connection  
of his interest

Mortgage 65758 purchased 11 March 1907 at 125 Wm William Fritzen Hamilton and Consort  
Sonia Fritzen to William Grant

Transmission 7558 *EN 6-75* to Elizabeth Helen Grant, of  
Timaru, Wigan, Doris Grant, of Frank Farmer, and Charles  
Howard Tripp, of Timaru, Canterbury. Entered 3 May, 1911, at  
11.12 a.m.

Lease's 4413 produced 24 November 1914 at 10:30 am Harriet Louisa Seddon and William Childen Hamilton to Walter James Walstead for 7 years from July 1914 to start

Transferred 73612 produced 27 March 1912 at 3.50 pm Harriet Louisa Seddon  
to William Fielden Hamilton of Ashwick Station sheep farmer of her  
interest

Mortgage 85033 produced 27 January 1912 at 3.50 from William C. Alden  
Hobbs to Elizabeth C. Alden Grant Donald Grant and Charles  
Howard Gifford 4/10/1913

mortgage 88034 produced 27 March 1912 at 3.50 pm William Childer  
Hamilton to Harriet Louise Seddon

Plan See Back. Transfer 97942 produced 11 April 1913 at  
2.45 pm William Fielden Hamilton to et. for the purposes of the Land for Settlement Act  
1908

Cancelled R.C. 281/262

Registered copy for L. & D. 69, 71, 72

235/145

235/145

235/145

Image Quality due to Condition of Original

Total Area, 6457 . 2 . 19

Scale, 40 circles to an inch.

146/66

*Transfer of written lease provided  
20 February 1892 at 2.40 pm John No. 557  
Ross to William Ross of  
Dart Creek Farmer*

DATED *9<sup>th</sup> February*, 1891.

*William* *146*

Her Majesty the Queen  
TO

*John Ross*

*Canterbury* Land District.

*Indec*

*161/272*

# LEASE

*36341.56342. Schindler*  
Of Section *9*, Block *X. XIV*,  
*Repulse* Surrey District.

Under "The Land Act, 1885."

Thirty years from *1<sup>st</sup> July*, 1891.

Entered at \_\_\_\_\_ o'clock on the \_\_\_\_\_ day  
of \_\_\_\_\_, 188 .

District Land Registrar.

*146/56*

*146/66*

*146/66*



161/272

NEW ZEALAND.

(Crown Lands Form No. 72.)

Entered at 10 am on the 30th day of January 1896.



Supersedes 146/66

Register-book;

Vol 161 fol. 272

Correspondence Application No. D. 1046.



Canterbury Land District.

LEASE IN PERPETUITY UNDER PART III. OF "THE LAND ACT, 1892."

Granted under section 150 of the said Act in perpetuity for perpetual lease

No. 257. dated

No. 387.

1591

CANCELLED

This Deed, made the fourth day of July, 1895, between Her Majesty the Queen (who with her heirs and successors is hereinafter termed "the Lessor"), of the one part, and William Ross.

Farmer of Fairlie.

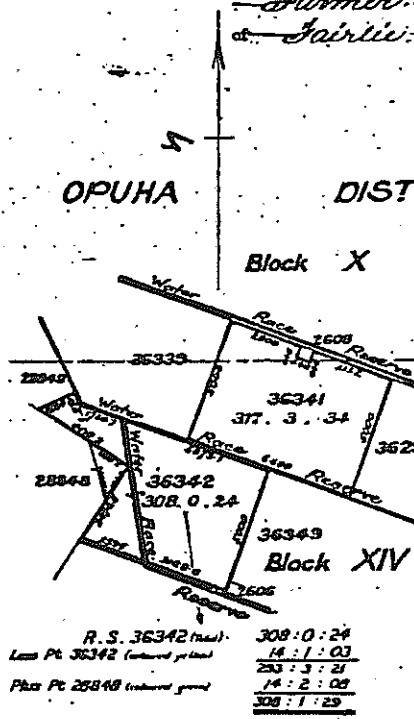
in the Land District of Canterbury

in the Colony of New Zealand (hereinafter, with his executors, administrators, and permitted assigns, referred to as and included in the term "the Lessee"), of the other part, Witnesseth that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained and implied and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee all that piece or parcel of land containing by admeasurement Six hundred and twenty six acres and eighteen perches, a little more or less, situated in the Land District of Canterbury aforesaid, and being Sections numbered 36341 and 36342, Blocks X and XIV, Survey District of Opuha as the same is more particularly delineated and described in the plan drawn hereon, and therein coloured red in outline; together with the rights, easements, and appurtenances to the same belonging: To hold the said several premises intended to be hereby demised unto the Lessee for the term of nine hundred and ninety-nine years, commencing from the 1st day of July 1891. Withing and paying therefor unto the Receiver of Land Revenue for the said District of Canterbury the annual rent of Twenty-five pounds one Shilling Sterling

(£ 25 : 1 : 0), payable half-yearly in advance on the 1st day of January and 1st day of July in each and every year during the said term, free from all deductions whatsoever.

And it is hereby declared and agreed that these presents are intended to take effect as a lease in perpetuity under Part III. of "The Land Act, 1892," and the provisions of that statute applicable to such leases, so far as the same apply to the term, estate, or interest hereby granted or created, and to the relations between the Lessor and Lessee from time to time, shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein: And it is hereby further declared that if any dispute or disagreement shall arise between the parties hereto touching the construction of these presents, or in anywise relating hereto, such dispute or disagreement shall be referred to arbitration in the manner set forth in section 70 of the said Act; and neither of the said parties shall take or cause to be taken any steps or proceedings to set aside or call in question any award or decision which may have been given upon any such reference as final.

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



161/272

Mortgage 35674 produced 2 April 1930  
at 2.50 pm William Ross to the Government  
Advances Superintendent  
J. H. Ross

By section 72 of "The Reserves and Other  
Lands Disposal and Public Bodies  
Empowering Act 1914" as within lease  
was amended as follows:-

That portion of Rural Section 36342  
coloured yellow on plan hereon  
containing 14 acres 1 rood 3 perches  
was excluded herefrom

That portion of Rural Section 28845  
coloured green on plan hereon  
containing 14 acres 2 roods 8 perches  
was added hereto

The correct area and description now  
reads 626 acres 1 rood 23 perches or  
thereabouts situated in Blocks X and  
XIV of the Survey District being  
Rural Section 36341 and part of  
Rural Sections 36342 and 28845.

This amendment was made  
the 29th day of April 1930

J. H. Ross

Transmission 22710 to the Public Trustee  
entered 23 December 1930 at 2.20 pm  
J. H. Ross

Transfer 17770 produced 26 August 1931 at 12.10 pm  
The Public Trustee to Annie Ross of  
Fairlie, widow.

Mortgage 180857 produced 26 August 1931 at 12.15 pm  
Annie Ross to the State Advances Superintendent.

Mortgage 182900 produced 24 June 1932 at 10.55 am.  
Annie Ross to the State Advances Superintendent.  
**DISCHARGED**  
1.6.1942  
J. H. Ross

Variation of the terms of Mortgage 180857 produced  
the 12 day of July 1940 at 12.7 pm.

Transmission 32280 to William John Dore of Fairlie  
farmer entered 14 August 1940 at 10.47 am.

Transfer 250299 produced 1 June 1945 at 11.40 am.  
Dore to Harold Gallagher of Shrewsbury Downs Farmer.

Proclamation 2172 declaring the land in the within lease  
to be subject to Section 23 of the Reserves and  
Other Lands Disposal Act 1939 entered 9 January  
1947 at 1.50 pm.

Renewed

New lease issued  
Vol 502 LC 31

161/272



[Crown Lands—187.]

NEW ZEALAND.

Ashwick — SETTLEMENT.



Register-book.

Vol. 280 fol. 102

Application 1977  
Shall Plan 1248/10

RENEWABLE LEASE OF

LAND UNDER THE LAND ACT, 1908, THE LAND FOR SETTLEMENTS ACT, 1908, and THE LAND FOR SETTLEMENTS ADMINISTRATION ACT, 1909.

CANCELLED

No. 510

This Deed,

made the twentieth day of November, one thousand nine hundred and thirteen between His Majesty the King (who, with his heirs and successors, is hereinafter referred to as "the Lessor") of the one part, and

Rita Maude Barker wife of Francis Lowell Barker of the other part: (who, with her — executors, administrators, and permitted assigns, — hereinafter referred to as "the Lessee"), of the other part:

Whereas the allotment of land described in the First Schedule hereto is arable land which has been acquired by the Lessor under the Land for Settlements Act, 1908 (hereinafter called "the said Act"); and whereas, pursuant to the provisions of the said Act and the regulations in that behalf made thereunder (hereinafter called "the said regulations"), the Lessee duly applied for a renewable lease of the said allotment, and on the twentieth day of November, one thousand nine hundred and thirteen, her application was duly granted by the Land Board of the Land District wherein the said allotment is situate (hereinafter called "the Land Board"); and whereas the capital value of the said allotment is thirteen thousand one hundred and twenty pounds (£11,200:0:0):

Now, this Deed witnesseth that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained and implied and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee All that piece of land containing by admeasurement thirteen thousand one hundred and twenty square acres and being section numbered 1 of Block VI in the Survey District of Upper Ashwick, as the same is more particularly described in the First Schedule hereto and delineated in the plan drawn thereon and therein coloured red in outline; together with the rights, easements, and appurtenances to the same belonging: To hold the said several premises intended to be hereby demised unto the Lessee for the term of thirty-three years, to be reckoned from the first day of July, one thousand nine hundred and thirteen, and including, in addition, the period between the date of this lease and such day: holding and paying therefor during the said term unto the Receiver of Land Revenue for the said Land District of Canterbury, free from all deductions whatsoever, the clear annual rent of thirteen hundred pounds eight shillings (£1300:8:0)

computed from the said first day of July, one thousand nine hundred and thirteen, and payable in manner following, that is to say:—

- By a payment of thirteen hundred and twenty pounds (£1300:0:0) before the execution of these presents, such payment (which has been duly made) being in respect of rent in advance for the first half-year, computed as aforesaid, together with rent for the period elapsing between the date of this lease and the commencement of the said first half-year; and also
- By the payment thereafter of thirteen hundred and twenty pounds (£1300:0:0) half-yearly in advance on the first day of January and the first day of July in each and every year during the said term, the first of such payments to become due and to be made on the first day of January

And the Lessor doth hereby covenant with the Lessee as follows, that is to say:—  
1. Subject to the provisions of the said regulations, the Lessee will reside on the demised land from the date of this lease continuously.

- The Lessee will put on the demised land substantial improvements as under:—
  - Within one year from the date of this lease, substantial improvements to a value equal to ten per centum of the aforesaid capital value of the land;
  - Within two years from such date, further substantial improvements to a value equal to another ten per centum of the aforesaid capital value of the land;
  - And within six years from such date, further substantial improvements to a value equal to another ten per centum of the aforesaid capital value of the land, so that the total value of such improvements at the end of six years from such date shall not be less than thirty per centum of the aforesaid capital value of the land.

and also, in addition thereto, she will within six years from such date, put upon the demised land substantial improvements of a permanent character within the meaning of the Land Act, 1908, to the value of one pound for every acre of agricultural land (first class), ten shillings for every acre of mixed agricultural and pastoral land (second class), and two shillings and sixpence for every acre of third-class land: Provided that, for the purpose of determining whether the Lessee has duly performed this covenant every acre of third-class land shall be included the value of all substantial improvements existing on the demised land at the date of this lease (which improvements shall be deemed to be improvements required by this covenant, notwithstanding to the extent only of the actual value of such of the said improvements as are subsisting at the time when their value is so included).

"Substantial improvements of a permanent character" mean and include reclamation from swamps, clearing of forest, gorae, broom, sweetbrier, or scrub, cultivation, planting, gardens, fencing, draining, making roads, sinking wells or water-tanks, constructing water-races, sheep-dips, making embankments or protective works of any kind, or in any way improving the character or fertility of the soil, and include the erection of any non-movable building.

- The Lessee will, within two years from the date of this lease, have the demised land fenced with a ring fence, and such fence shall be a sufficient fence within the meaning of the Fencing Act, 1908.

- The Lessee will once a year during the said term, and at the proper season of the year, properly cut and trim all live fences now on the demised land, or which may be planted thereon during the said term, and stub all grass not growing as fences, and also stub all broom, sweetbrier, and other noxious plants.

- The Lessee will not take more than three crops, one of which must be a root crop, from the same land in succession; and will either with or immediately after a third crop of any kind sow the land down with good permanent cultivated grasses and clovers, and allow the land to remain as pasture for at least three years from the harvesting of the last crop before being again cropped.

- The Lessee will at all times during the said term so farm the demised land, if the area of the whole exceeds twenty acres, as that not less than one-half of the total area shall be maintained in permanent pasture.

- The Lessee will not cut the cultivated grass or clovers for hay or seed during the first year from the time of sowing as aforesaid, nor at any time remove from the demised land or burn any sward grown thereon.

- The Lessee will whenever necessary, but not less than once a year, during the said term properly clean and clear from weeds, and will at all times during the said term keep open, all creeks, drains, ditches, and watercourses upon the demised land, and the Commission of Crown Lands (hereinafter called "the Commissioner"), or any Crown Lands Ranger of the Land District wherein the demised land is situate, shall have the power at any time to enter upon and make through the demised land any drain that he deems necessary, without payment of any compensation to the Lessee.

- In the event of the Lessee failing to faithfully perform any of the foregoing covenants relating to the trimming of live fences, and stubbing grass, broom, and sweetbrier, or other noxious weeds, or to the cleaning, clearing from weeds, and keeping open all creeks, drains, ditches, and watercourses, it shall be lawful for the Commissioner to have such work done, and to recover the cost of the same from the Lessee in the same manner as rent.



280 102

280 102



280 102

Henry Barker to Francis.  
I transfer 116541 produced 2 June 1919 at 10.30 am. Rita Maudie Barker to Agnes Hunter-Weston wife of Reginald at 10.42 am.  
Sheepfarmer.

the description of Section 1 and 2  
1A Ashworth Settlement is changed  
Run 260 entered 14 July 1952 at 10.42 am.

Transfer 122820 produced 16 July 1919 at 11.50 am  
Agnes Hunter-Weston to Charles James Mathias  
of Ashworth Sheepfarmer

Pastoral Lease Vol 524 Folio 23  
Issued for Run 260

Produced 16 July 1919 at 11.20 am  
Charles James Mathias to Agnes Hunter-Weston  
A.L.P.

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Entered at 10 o'clock on the 24 day  
July 1913.  
Thirty-three years from  
July 1913.  
Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

OF ASHORTH SETTLEMENT,  
LAND DISTRICT.  
LEASE  
under the Land Act, 1908, the Land for  
Settlements Act, 1908, and the Land for  
Settlements Administration Act, 1900.  
Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

His Majesty the King  
No. 510  
Dated 20 June 1913.

K 11457 produced the 24th day of  
August 1938 at 9.30 am  
Order  
Application Act, 1936, affecting the  
within lease  
A.L.P.

K 14073 extending within lease for a further  
term of 5 years pursuant to Section 25 of  
the Reserves and Other Lands Disposal  
Act 1941 Produced 24 February 1942 at 9.30 am.  
A.L.P.

K 14391 extending within lease for a further term of 20  
years pursuant to Section 3 (1) of the Reserves and  
Other Lands Disposal Act 1941. Produced 28 February  
1944 at 9.30 am.  
A.L.P.

301092 extending within lease for a  
further term of 1 year  
to Section 15 (1) of the Reserves and Other  
Lands Disposal Act, 1947, produced. 4 FEB 1949.  
A.L.P.

342H12 Change of appellation whereby the  
description of Part Section 1A Ashworth  
Settlement is now described as Run  
259 entered 14 July 1952 at 10.42 am.  
A.L.P.

280 102

Page Quantity and  
Condition  
Original

36757

VIII

S.G.R. 94

TEKAPO DIST?



2) specify improvements in detail, with  $\Delta$  and  $\sigma$  respective values.

Signed by the Commissioner, on behalf of the  
Lessor, in the presence of—

John H. Anderson  
Chief of Title  
Lands & Survey office  
Christ Church

Rita Mande Barker.

2nd

LeR Poller

Commissioner of Crown Lands

Rejo. France Baker  
Lecturer.

Witness  
Occupation  
Cold water.

Dr. Paul J.P.  
County Engineer  
Fairfield

*over*

R. h. B.

١٠٠

And it is hereby agreed and declared as follows, that is to say:—

~~SECRET~~  
~~SECRET~~  
~~SECRET~~

(c.) If and when the Lessee makes default in the due and full payment of any rent hereby reserved, or of any other moneys payable under this lease, or in the faithful observance and performance of any covenants, conditions, or stipulations herein contained or implied, and by her to be observed or performed, then and in any such case the Land Board may, without any previous or other notice or demand, forfeit this lease; and in such case all the Lessee's interest therein shall absolutely cease and determine, subject, nevertheless, to the provisions of the next following clause, respecting valuation of improvements; but such forfeiture shall not affect any right or remedy on the part of the Lessor to recover from the Lessee any money due to the Lessor, nor release the Lessee from any penalty or liability in respect to anything done or omitted to be done by her.

(2.) For the purpose of distinguishing the improvements existing on the devised land at the date of this lease from those subsequently made by the Lessee, the first-mentioned improvements and their value shall be deemed to be those specified in the Second Schedule hereto.

131

. on behalf of the

NEW ZEALAND.

[Form B.]

Reference: Vol. 235, folio 195  
Transfer No. 97942



Register-book,  
Vol. 281, folio 261.

CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT

For the purposes of "The Land for Settlements Act 1908"

This Certificate, dated the fourth day of April, one thousand nine hundred and thirteen, under the hand and seal of the District Land Registrar of the Land Registration District of Manukau, doth witness that

His Majesty the King is pleased for the purposes of "The Land for Settlements Act 1908"

to vest of an estate in fee-simple (subject to such reservations, restrictions, encumbrances, liens, and interests as are notified by memorial under written or indorsed hereon, subject also to any existing right of the Crown to take and lay off roads under the provisions of any Act of the General Assembly of New Zealand) in the land hereinafter described, as the same is delineated by the plan hereon burdened green, be the several admeasurements a little more or less, that is to say: All that parcel of land containing together five thousand six hundred

and twenty acres and nineteen perches situated in Blocks B, E, XII and XIV of the Opurua II of the Otago and XVI of the Otago Survey Districts comprising Road Sections 1550, 20189, 20191, 21185, 24625, 25421, 25422, 25839, 26643, 26644, 26645, 26646, 26647, 28801, 28848, 28849, 28850, 28851, 28888, 29514, 29515, 30317, 30318, 30319, 30320, 32304, 32329, 32387, 32388, 32389, 32390, 32472, 32473, 32474, 32573, 32574, 32576, 32577, 32591, 33347, 33348 and part of Road Sections 20190, 24087, 25837, 26648, 28800, 28847, 32571, 32572, 32575, 34002 and 34005.

7/10



A. J. [Signature]  
District Land Registrar

Proclamation 1815 taking part of the within land containing 13 perches coloured yellow in plan hereon for road entered 9 October 1945 at 9.36 am A. J. [Signature] D.L.R.

Balance cancelled pursuant to Section 2 of the Land Amendment Act 1974.

[Signature] - 9/5

For Plan See Back

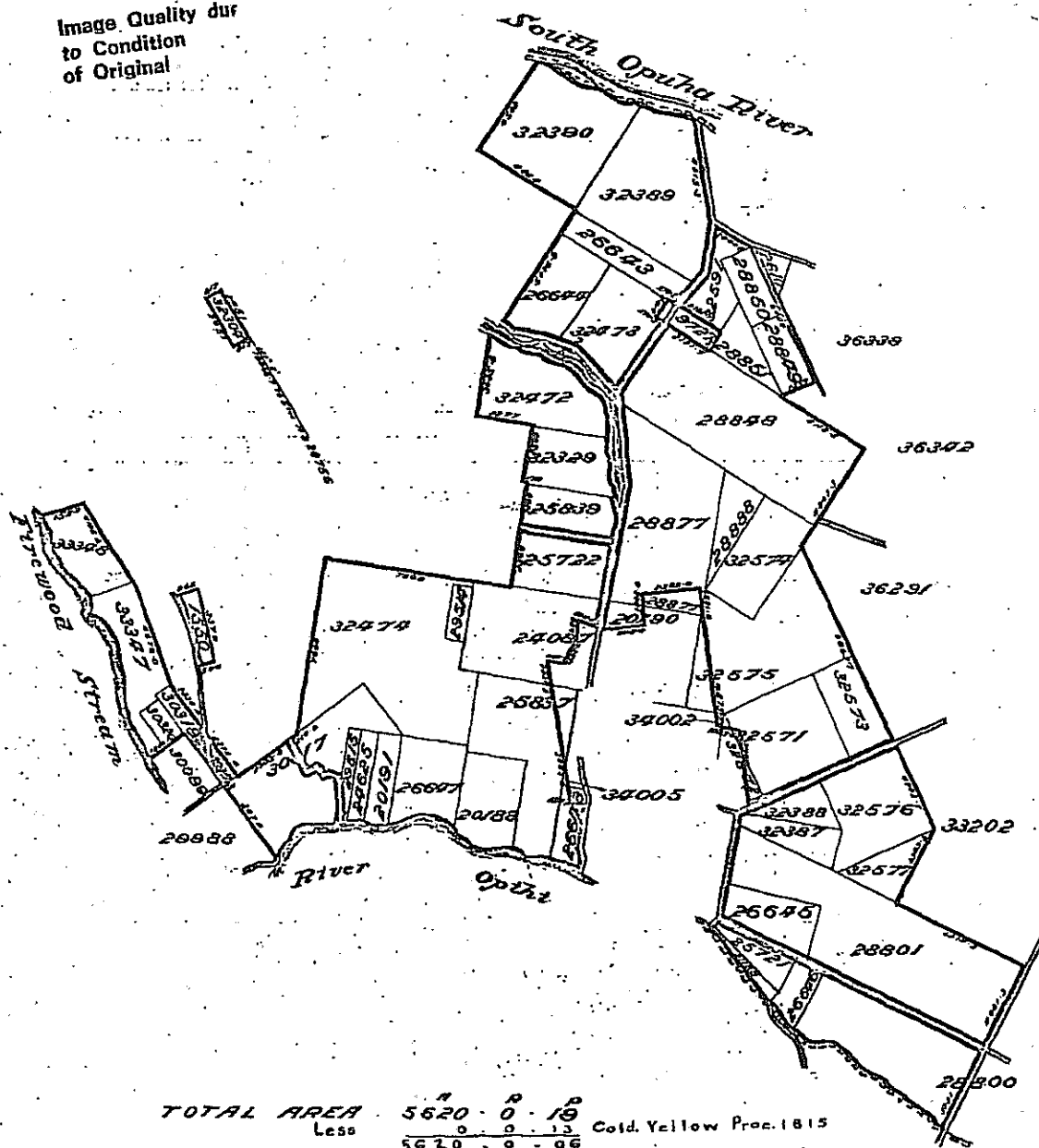
281 261

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Image Quality due  
to Condition  
of Original



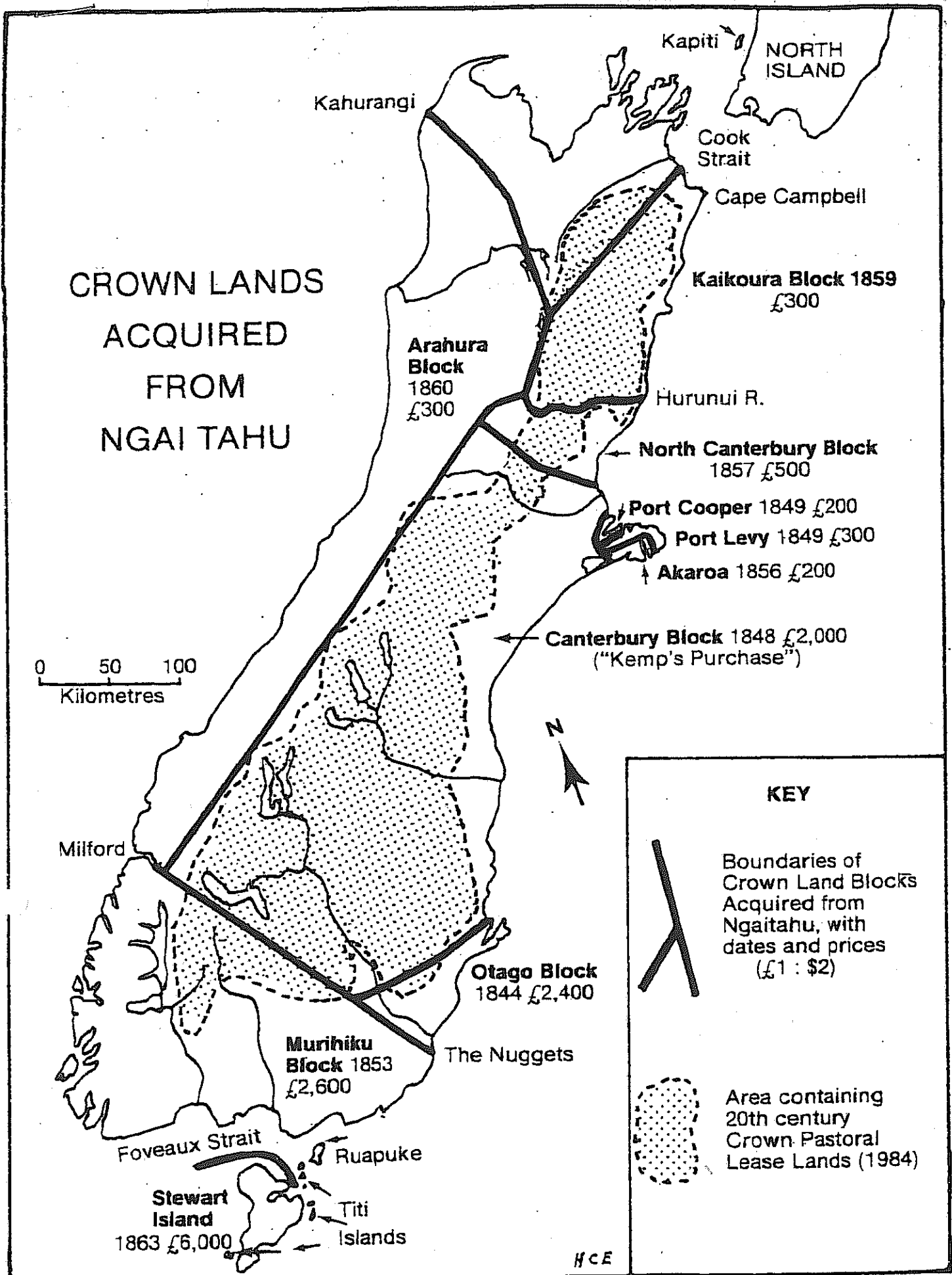
TOTAL AREA 5620 0 19  
Less 0 0 13 Cold Yellow Proc. 1815  
5620 0 06

Scale: 40 Chains to an Inch

281 261

7/6/5



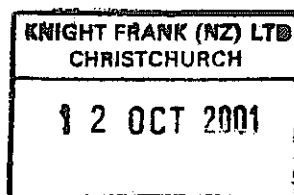


Crown Purchases of Ngai Tahu Lands and Areas containing Crown Pastoral Lease Lands

**MISCELLANEOUS**



Department of Conservation  
*Te Papa Atawhai*



*[Handwritten signature]*  
*12/10/2001*

Our ref: PAR 019, PTR 030

10 October 2001

The Manager  
Knight Frank (NZ) Ltd  
P O Box 142,  
Christchurch,

Attention: Peter King

Dear Sir

**PASTORAL LEASE STATUS CHECKS - STONELEIGH**

I refer to your letter of 3 October 2001.

Our records show that Stoneleigh Pastoral Lease does not have any Conservation land within the relevant boundaries. There are several parcels adjoining the boundary however. These are:

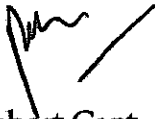
- Two Thumb Conservation Area. This land is held subject to the Conservation Act 1987. As this land sits outside the boundary of the subject land I have not made enquiries regarding any concessions.
- Mt Dobson Conservation Area - This land is held subject to the Conservation Act 1987. As this land sits outside the boundary of the subject land I have not made enquiries regarding any concessions.
- Reserve 2611 (Gravel). This land is administered under the Reserves Act 1977, and is controlled by the Department of Conservation. As this land sits outside the boundary of the subject land I have not made enquiries regarding any concessions.
- Reserve 2610 (Plantation). This land is administered under the Reserves Act 1977, and is vested in the Mackenzie District Council. As this land sits outside the boundary of the subject land, and is not controlled by the Department of Conservation, I have not made enquiries regarding any concessions.

Stoneleigh was renewed in 1985, so there will be no Conservation Act marginal strips in place. I cannot see a Section 58 memorial on the title, although the renewal certificate may make mention of reserving land from sale. As you know, the legality of Section 58 strips not identified on survey plans is in doubt.



It is practically impossible to identify with any certainty whether a marginal strip is in place if it is not shown on a survey plan. Some marginal strips are shown on the DOC estate maps, and others are not. If there is no marginal strip shown on our allocation records, I have not identified them. There are no marginal strips shown in our records, no notation on the title, and none show on Terraview. It is possible that this is because there are no qualifying waterways, but it is doubtful that a proper inspection has ever taken place to determine whether the waterways average 3m+ or not. All this strongly suggests there are no marginal strips on Stoneleigh, but I cannot give a categorical guarantee to this effect.

Yours faithfully



**Robert Cant**

Statutory Land Management Officer (Community Relations)

For Conservator, Canterbury

Email: [Rcant@doc.govt.nz](mailto:Rcant@doc.govt.nz)

Stoneleigh



62-649

P.30, 8/5/328

Private Bag,  
CHRISTCHURCH.

26 March 1965.

Chief Soil Conservator,  
South Canterbury Catchment Board,  
P O Box 160,  
TIMARU.

Dear Sir,

UPPER OPUHA CATCHMENT CONTROL SCHEME  
CONSERVATION RUN PLAN A. G. KERR  
RUN 260 STONELEIGH



Pastoral Lands Officer Sievwright tells me that Mr Kerr does not intend to proceed with the Run Plan as prepared by the Board. He is concentrating on developing his lower land to provide off-site grazing to ease the high country wether block but apparently is doing this entirely from his own resources.

Following an unfortunate experience with belted Galloway cattle, which he took over with the property, Mr Kerr is not now very keen on running cattle.


Yours faithfully,

L. R. Hampton  
Asst. Commissioner of Crown Lands.

Pastoral Lands Officer Sievwright,  
Lands and Survey Department,  
P O Box 22,  
TIMARU.

For your information, your report 22 March 1965.

H.m.s.  
24.3.65.

  
L. R. Hampton  
Asst. Commissioner of Crown Lands.

FILE P.30

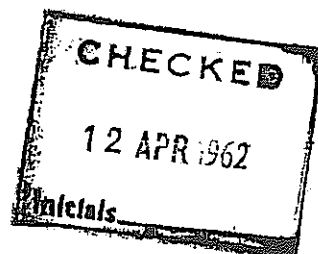
306

SOUTH CANTERBURY CATCHMENT BOARD  
UPPER OPUHA CATCHMENT CONTROL SCHEME

The following properties are included in the above scheme approved by the Board on 15 November 1961.

Copies of the "farm plan" reports are on file 8/5/328.

<u>File Ref.</u>	<u>Owner or Lessee</u>
P.30	A.G.Kerr, Run 260
RLF.518	J.K. Mildrew, Secs.20, 20A & 21 Sherwood Downs.
RLF.519	H.A.Bray, Secs.17 & 17A Sherwood Downs
RLF.516	W.S.D. Wreford, Secs. 31,9 & 9A Sherwood Downs
RLF.483	D.J.Lory, Secs.10 & 10A " "
RLF.494	Moorhead Bros, Secs 6, 6A & 7A " "
RLF.605	Mrs A.F.Butters, Secs.3 & 2 " "
DPF.147	Rayne Bros, Secs 13, 13A & 30 " "
RLF.470	" " Sec.4 Clayton Settlement.
DPF.23	E.T.Bray, Secs 4 & 28 Sherwood Downs.
P.11	Mackenzie Bros, Run 14.
RLF.455	A.C.Williams, Sec.2 Clayton Settlement
RLF.457	Mrs D. de B. Galway, Sec.3 Clayton Settlement
RLF.182	M.J.Kirke, Sec.27 Tripp Settlement
RLF.233	V.H.J.Affleck, Sec.26 Tripp Settlement.
RLF.453	P.F.Carter & E.M.Williams, Sec. 5 Clayton Settlement.
RLF.450	H.L.Bruce, Secs 7 & 7A Four Peaks Settlement.
LIP.316)	R.Jopp, R.S.36092/3 etc.
LIP.266)	D.E.Nelson, R.S.36094 etc.
LIP.300	J.A.Christie - Matahiwi - freehold.
-	N.R.King - Blair Atholl - freehold..
-	



JOC

468

P 30

32/192

CHRISTCHURCH

17 April 1985

Director-General of Lands, HEAD OFFICE

STONELEIGH RUN

I refer to your memorandum dated 7 March 1985 concerning the access problems that are being encountered by the South Canterbury Branch of the New Zealand Deerstalkers Association in gaining entry to Crown land at the back of this run.

You will be aware that in late 1982 this branch of the Deerstalkers Association made representations to the Minister of Lands on this very same issue. The matters covered by the Minister in his reply are essentially the same as the issues now being raised and I believe there is little more the department can do than it already has to have this issue resolved. It is not a question of the lessee disallowing the Deerstalkers access through his run but a case of a few members of the Deerstalkers Association not willing to co-operate with the lessee. The pertinent aspects of this case are:

1. A legal road line does exist although this is not a practical route for vehicles. Nevertheless foot access can be obtained via this route albeit a little rough. This road line has largely been flagged by survey definition and the entrance to this road has been fenced across but this does not prevent access up the legal road line.
2. The formed track is entirely on pastoral lease and the lessee is quite within his rights to prevent access up this track if he chooses to do so.
3. The lessee is quite happy to allow deerstalkers up this formed track provided that they first sign the book at the homestead to notify their intention and give advice of the vehicle registration number if this is appropriate.
4. The Deerstalkers Association take the view that they have right of access up this track as of right and that they should not be bound to comply with the lessee's requests.

It is my opinion that the Deerstalkers Association has had every opportunity to resolve this issue with the lessee but apparently it is a few members of the Association that won't co-operate. The Department has no obligation as I see it to sort this matter out and there is no justification in view of the limited use made of this track to specifically exclude it or to go to the extent of imposing a right of way easement. The solution is in the hands of the Deerstalkers Association and provided its members are prepared to co-operate with the lessee I see no reason why access through this run should be a problem.

When I provided you with a report for the Minister's reply in October 1982 I did raise the question that if the recommendation of the Clayton Report was implemented, in this case it could be assumed that the formed access track could be retained by the Crown. When considering this matter would

...

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you please also clarify this point. It is my intention to take no further action at this stage, at least until renewal of this lease when it expires on 30 June this year is considered. I am awaiting a full report from SFO Washbourn in Timaru and on receipt of this report would give further consideration to what if any further action should be taken by the department. I shall update you at that time together with my recommendations.

B  
17/4

L.A. Burn  
for Commissioner of Crown Lands

SFO  
TIMARU

Copy for your information.

B  
17/4

L.A. Burn  
for Commissioner of Crown Lands

Further to above conditions of entry, it should also be noted that lessee wishes to retain right to close access track for about two months of year during lambing/calving

B

DRAFT

File: P 30

Mr D.A. Wood  
Henderson MacGeorge Wood & Blaikie  
Barristers and Solicitors  
P.O. Box 18  
WAIMATE

Dear Mr Wood

I refer again to the representations you have made on behalf of the South Canterbury Branch of New Zealand Deerstalkers' Association concerning access through a property leased by a Mr Tiffen.

My department confirms there is a legal paper road which follows up the South Opuha Gorge to the river forks. However, the formed access track does not follow the line of the legal paper road except on occasions as it would be physically impractical to follow that line. This track was constructed on a share basis with the former lessee and the South Canterbury Catchment Board which I understand uses the track as a means of access to read its rain gauges in this area.

I am told that when Mr Tiffen took over his property in 1977 he agreed to members of the South Canterbury Branch of the New Zealand Deerstalkers' Association passing through his property using the formed track for 9 months of the year (1 December to 31 August, access only being excluded during the lambing/calving period). Permission was given subject to members of the Association forwarding a copy of the shooting permit to Mr Tiffen and signing a book at the homestead prior to entering onto his property, with the stipulation that the vehicle registration number of any four-wheeled vehicle or motor/trail bike be put on the permit and also entered into the book.

The Director-General of Lands informs me that the unoccupied Crown land situated behind Mr Tiffen's property is not regarded as being landlocked as there is legal access that is quite accessible by foot, even if a little rough. It could be that the problem the Association has been having may be largely of its own making as members of the Association are apparently not following agreements made. I understand Mr Tiffen is well aware of the legal situation and has been prepared to make access available under his terms and conditions which are considered reasonable by my department.

Your statement that Mr Tiffen denies the existence of the public road is incorrect as he is well aware of the differences in the legal and formed access. I am also informed that all the gates erected over Mr Tiffen's private access are on his own land and not over the legal paper road. Therefore he is within his rights to prohibit access through this route if he chooses to do so.

The Strathallan County Council appears to be unaware of the actual situation of the gates in respect of the legal road and the Commissioner of Crown Lands, Christchurch, intends clarifying the matter with the Council to ensure no misunderstanding of the present position continues.

I refer now to your suggestion of using Section 129(b) of the Property Law Act 1952 to obtain reasonable access to the unoccupied Crown land behind Mr Tiffen's property which you consider is landlocked. As I have pointed out to you above, my department does not consider this land to be landlocked as reasonable access by foot is available. Even if the land was regarded as landlocked only the landowner of the landlocked land may apply for access under this Act. Therefore it will not be possible for your Association to apply on its own behalf.



While my department accepts there is an access problem in this area achieving access under the Act you mention is not justified because reasonable access is available to the block of unoccupied Crown land.

I feel the most satisfactory solution to this problem would be for the Association and the landowner (Mr Tiffen) to work out an agreement which both parties should adhere to, particularly members of the Association who have obviously not been co-operating with the landowner in the past. The Commissioner of Crown Lands, Christchurch, is prepared to participate in negotiations for obtaining reasonable access with the landowner if the Association wishes the department to be involved. However, I would stress that my department has no obligation to become involved where legal access exists even though it may not be the most suitable for everyone involved.

I hope the above explanation clarifies the situation for you.

Minister of Lands

L. & S.—F. 14A

DEPARTMENT OF LANDS AND SURVEY

OUR FILE: P. 30

YOUR FILE: *actioned* P 30 & 3/454

From L & S TIMARU

Date: 16 September 1982

17 SEP 1982

To CCL CHRISTCHURCH

Ref. ~~ours~~ Yours of 1-9-82

Person to consult:

SUBJECT: MINISTERIAL : SOUTH CANTERBURY BRANCH OF THE NEW ZEALAND DEERSTALKERS' ASSN.

From our local file, access troubles appear to have commenced after Tiffen took over the property in late 1977. Throughout 1978 there is a reasonable amount of correspondence on the matter and I am sure that you will have copies of this. I note that apart from field contact, the CPLO also called and saw Mr Tiffen and I note from a memo by SFO Dickson on 16 November 1978 that as a result of a joint discussion with a Deerstalkers representative, Mr Tiffen, and Mr Dickson, Mr Tiffen agreed to the Deerstalkers Association members passing through his property using the formed track for 9 months of the year (1 December to 31 August, access only being excluded during the lambing/calving period). This appears to have been subject to the Association Members forwarding a copy of the permit to Mr Tiffen and signing a book at his homestead. The matter appears to have died down somewhat until late 1980, some months <sup>after</sup> I arrived at Timaru. I became aware that access problems were continuing. From my discussions with both parties at that time, it was obvious to me that both sides of the problem were somewhat touchy. The Deerstalkers didn't like any restriction whatsoever in using the track and in fact had not abided by the agreement referred to above. They also had a rather abrasive attitude in dealing with the problem to the extent that whilst they did not go to some trouble to meet the agreements made, they had the attitude that this was not really necessary and were quite ready to make use of the track when ever they liked and then challenge Mr Tiffen, if ever confronted, to take them to court over the matter. Certainly this attitude was only held by some members, but probably those members who used the access regularly. Many of them also had similar vague ideas to those expressed by Mr Woods in his letters about the legal situation and I feel that the Association itself should have taken a firm grasp on its members and it would not be in the situation where it is now. There is no doubt that their attitude has hardened Mr Tiffen's attitude to them.

\* On Mr Tiffen's side, he had not long been on the property when he came to realise that his property was a popular accessway. He was obviously feeling his way into a new type of farming and was reluctant to commit himself. However he did make a reasonable offer in late 1978. \* From discussions with him since my term in this office, I have appreciated the many reasons for his hardening attitude. Apart from people not signing the book as required, members having an abrasive attitude when challenged, members allegedly walking past Mr Tiffen when he was stuck in his track without even the slightest hint of assistance, his main fear is stock loss. To illustrate this, he claims to have lost \$1200 worth of stock this winter through deerstalkers using the access. Whilst it would be hard to prove that deerstalkers were actually responsible, it would be equally hard to prove that they weren't.

As time has progressed, both parties have become increasingly touchy and this latest ministerial is to some extent not surprising. It maybe that this is a good time to reinforce the legal situation to the Deerstalkers Association, but I fear that the problem will not be easily solved.

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X There are a few points in Mr Wood's letter which I feel I should comment on. It is inferred throughout that the access track is a legal road. This Department has gone to some trouble in 1978/79 to provide aerial photographs with overlays to indicate that the formed track is not on the legal road except on odd occasions. Both the Deerstalkers and Mr Tiffen have got copies of this and the matter should be well known to both parties. X

The agreement of 1978 does not support the 4th para. on page 1 although this first statement would be true over a later period as Mr Tiffen's attitude has hardened. X However, the statement that Mr Tiffen denies the existence of a public road is, totally wrong - I would suggest he is more aware of the differences in the legal and formed access than many of the deerstalkers. Regarding the last para. on page 1 I am pretty certain that all the gates erected over Mr Tiffen's private access are on his own land and not over the so called legal road. X

X Page 2 para. 1 - that the track is impassable through mud and snow is correct. Also there are a number of cuttings of reasonably steep grade that would be hard to maintain in an all weather condition. I doubt that the track was ever constructed with the idea of all weather all year round access. I really doubt that the deerstalkers members should have vehicle access right to the areas they want to hunt. Whilst there has been some suggestion that the deerstalkers should assist in maintaining the track, Tiffen has apparently shied off this preferring to remain independant and unobligated. X

X I think it is unreasonable to expect a private farmer to provide access through his property unrestricted for twelve months of the year. ~~and~~ If people go up without approval then to find locked gates is their lookout. X

The answer to the Minister must be I believe that we do not consider the area to be land locked. There is certainly legal access that is quite accessible by foot, if a little rough. The problem the deerstalkers are having is largely of their own making, not only being somewhat unreasonable but also not following agreements made and antagonising the runholder. He is well aware of the legal situation and has been prepared to make access available under his terms and conditions which I consider were reasonable. However these were abused and the matter has deteriorated. To some extent, both parties could have their heads banged together, but I do not believe the situation is such that we should require access through the Act mentioned.

There is no doubt that requiring such access would be an expensive business. As mentioned, the track is not an all weather track and if it is to be used as such, would require considerable upgrading. Because of its wandering nature, survey would be expensive to define the access so taken. There are also the costs of obtaining or applying to the court for such access to be granted. I do not believe the use warrants this Department footing the bill.

To some extent, I am critical of this Department in that its control of public land in the past has been pretty distant and in the situation such as this and other similar ones in the district, the Department should perhaps be marking accessways. This would largely involve staff time both perhaps surveyors and field staff with minimal other costs (i.e. markers etc.). I believe if, should the Department decline to take the action Mr Woods desires, a new agreement for access can not be worked out and some assurance given by the Deerstalkers in that they will abide by the conditions if they desire to use a private track,

...

3.

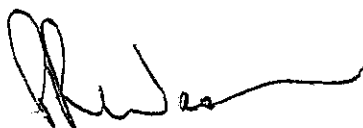
that urgent consideration should be given to marking the legal roadway into this area, and at the same time I would suggest that the other end of this block i.e. Forest Creek on Ben McLeod, should be similarly marked. At least then, the legal situation should be quite clear and the trespass act could perhaps be used if Tiffen wants to proceed. However, access would be available and defined to the Crown land. I find it hard to believe that an as favourable agreement as that worked out in 1978 can be negotiated now in view of the friction, but I suppose it is worth a try. The other option is to cancel the blanket permit and for this office to issue shooting permits (as it already does) to only those with a proven record. This is really only a short term answer to the problem.

SUMMARY:

This problem has been brewing for some time and little has been done to solve it. Agreements have been worked out between the two parties but these have not been kept and as a result attitudes have hardened, on both sides. I do not believe the answer is simple. Certainly taking the action suggested by Mr Wood would be expensive and could involve considerable compensation for stock disturbance/ losses etc. The most satisfactory conclusion would be to work out an agreement which would be adhered to, particularly by deerstalkers members. Maybe such an agreement could be part of the permit, perhaps the permit should be cancelled for periods when access is not available (by this agreement). This could require considerable Departmental involvement; but would certainly be the most satisfactory. The other alternative is to mark the existing access and leave it to either party to fight the battle.

RECOMMENDATIONS:

- 1) In my opinion the Department's actions as a result of the ~~former~~ request now before it should be:-
  - i) To decline to take the action requested unless the Association undertake to bear the costs associated with making application and should it be successful, surveying the access taken, meeting any compensation payments necessary etc.
  - ii) That the Department cancel its present permit and re-issue:-  
Incorporating any access agreement that can be negotiated between the Crown and Mr Tiffen and including a clause that if this agreement is not abided by, the permit becomes null and void.
  - iii) Last and least favoured, that the Department flag the southern boundary of the legal road and leave it to private trespass action to resolve the situation.



P.R. Washbourn  
Senior Field Officer

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LAND SETTLEMENT BOARD  
SUBMISSION TO COMMISSIONER OF CROWN LANDS  
RENEWAL OF PASTORAL LEASE

FILES: H.O. CL 14/11/13  
D.O. P 30

CASE NO.: E6/471

CANTERBURY LAND DISTRICT

LESSEE

A.M., A.A. and B.K. TIPPEN

RUN NAME

STONELEIGH

LAND HELD IN LEASE

Run 260 and R.S. 40213, "Stoneleigh", Tekapo and Opuha Survey Districts.

Area: 2892.6296 hectares.

LOCATION

Ashwick Flat, 13 kilometres due north-west of Fairlie Township.

PARTICULARS OF TENURE

<u>Tenure:</u>	Pastoral Lease
<u>Term:</u>	33 years from 1 July 1952
<u>Expires:</u>	30 June 1985
<u>Annual Rental:</u>	\$330
<u>Stock Limit in Lease:</u>	3400 sheep + 10% (all hoggets and 800 ewes must be wintered off)
<u>Present Stock Limit:</u>	2500 sheep (inc. not more than 2000 br.ewes) and 300 cattle (inc. not more than 260 br.cows).

(Approved 30.8.78).

CROWN IMPROVEMENTS

Nil.

OTHER LAND HELD

Nil.

PLANS

An illustrative plan of the lease is attached.

GENERAL DESCRIPTION

This property lies on the eastern flank of the foothills on the western side of the Fairlie Basin. Predominantly of north-easterly aspect it runs from the banks of the upper Opuha River gorge at 540 m to the top of the Two Thumb Range around 2080 m but contains a sizeable area of relatively cold but easily contoured low country at the front of the property around the homestead. The property is relatively long and access to the higher back of the property is difficult. This, together with the lack of good grazing country, results in something like half the property receiving very little, if any, grazing use.

It is possible the lessee might agree to the release of much of this and a possible boundary adjustment with adjoining Crown land is discussed later in this submission.

This property adjoins a large chunk of unoccupied Crown Land and a track on this property can make access easy. However, it traverses cold dark country and the lessee is reluctant to agree to use of his track during late winter because of the risk of stock losses in icy conditions.

The local branch of the New Zealand Deerstalkers Association has promoted some provocative actions in an attempt to gain unrestricted access over the lease, and these have done little to the already strained relations. Legal access, negotiable by foot with some difficulty compared to the nearby farm track, is available.

LAND USE CAPABILITY

	<u>Area</u>
III	416.4
IV	81.7
VI	175.2
VII	115.4
VIIe	838.5
VIII	1413.6
 Total:	 <u>3040.8 ha.</u>

*900 ha is geologically eroded.*

(Details from 1964 Run Plan - lease area since reduced by redefinition).

VALUATION

(a) Roll Valuation as at 1.7.84.

Value of Improvements	\$220,000
Land Value	\$475,000
	<u>\$695,000</u>
Capital Value:	
Plus value of trees	\$10,000

(b) Valuation for renewal as at 14.3.83 by W.D. Guild, Senior Valuer, Timaru and confirmed by W.D. Donaldson, District Valuer.

Value of Improvements	\$405,000
Valuation of Land excl. of improvements	\$300,000
	<u>\$705,000</u>
Capital Value:	

FIELD REPORT

VARIATIONS TO LEASE:

1. Variation to Basic Stock Limitation.

The limit finally fixed in 1953 was 3400 sheep (+ 10%) subject to all (700) hoggets and up to 800 ewes being wintered off.

Whilst SFO Washbourne personally believes this base limit is irrelevant and largely academic today, he suggests that at renewal this limit be simplified allowing the personal limit adjustments to cover the summer increase, i.e. renew with the basic limit at 3400 sheep + 10%.

He ~~would~~ further add, that this is an overall capacity and that wintering numbers will determine what can be carried - he believes the stock would die in winter long before any country would suffer, thus to some extent whatever base limit is fixed is even more irrelevant. Further, present practice to include breeding ewes in the base limit - a practice which he strongly opposes - is highlighted in the property where if the base limit is to supposedly be the safe carrying capacity (undeveloped) then it is wethers not ewes that would do the damage - although as pointed out above, climate would best even the wethers.

He therefore did not consider a breeding ewe number.

## 2. Boundary Adjustments

There is one boundary of this property which SFO Washbourne considers is impractical and should be altered.

This is shown on the attached plan and concerns adjoining unoccupied Crown land.

The legal boundary is a tributary of the upper Opuha River and is neither sheep nor cattle proof in its natural state.

SFO Washbourne does not believe it is economic or sensible for either the Crown or the lessee to jointly fence the boundary. The logical solution is, he believes, that an area of the Crown land be included in the lease, to rationalise to more secure natural boundaries supported as is provided for in the type of lease, by a block stock limit.

He therefore recommends the incorporation of the area as indicated on the plan.

## 3. Areas to be excluded or protected

(a) PNAs. The recently drafted Heron Ecological Region plan identifies an area of interest, part of which would appear to lie on this lease. This area lies within the Two Thumb District and is PNA 04. It contains the only significant stand of Manuka in the District. As the draft needs ratification by the PASAC committee and the lease is well past due for renewal, all moves in this respect will need to be done independantly of the lease renewal action.

(b) No other known area of scientific, geological, historical, etc., interests are known to exist within the lease.

## 4. Access

(a) Sec.58. A Sec. 58 strip should be laid off up the northern boundary of the run along both banks of the South Opuha River from the end of the legal road. The balance of the boundary down the river is with legal road laid off between the run and the river - no Sec. 58 is applicable or needed.

(b) Legal Road. For some years now there has been agitation by, in SFO Washbourne's opinion, a minority who want better access to the UCL adjoining at the back of the property. A legal road is laid off along the river's edge between it and the lease. The road, like many other paper roads, could not be readily formed, but it is accessible by foot albeit a bit rough going in places.

What aggravates the situation is that a lessee of Stoneleigh some years ago put a farm track along above the river, at times crossing the road reserve, but for most part within the boundary of the lease. This track so close to the legal access invites an easier alternative access than

The present lessee has and still does permit private use of his track for many parts of the year. Because of antagonism and stupid acts it has at times been denied, more particularly in winter when icy conditions make stock misadventure a distinct possibility.

A number of approaches have been made to the Crown, including the Ashburton Branch of the Acclimatisation Society, to take the formed track for legal access. The Land Settlement Board also addressed this problem last year. See Case No. 10046 of 2.7.85.

It has been suggested that at lease renewal this should be done.

SFO Washbourne does not support such action. He does not believe the usage justifies the compensation that would be payable or the maintenance cost that would be essential. The track is nowhere near a standard that would be acceptable to the local authority and therefore the LSB would presumably be liable for this annual cost.

The Department has redefined the road boundary and this has been marked. SFO Washbourne doubts further marking will resolve the trespassing - the adjacent track is too tempting for walkers to battle on along the unformed road.

He believes the Board's continued encouragement of access along the track through approval of the lessee, whilst this is only denied for may be a couple of months per year, is an eminently practical solution.

SFO Washbourne recommends no action at lease renewal.

#### GENERAL:

A sizeable proportion of this property is not stocked and such an action is not desirable. It is bounded on two sides by unoccupied Crown land of similar topography, vegetation, etc.

In terms of the recently revised NWASCA/LSB government policy it should be removed from the lease. Time is now too short for this to be negotiated and incorporated in lease renewal action. The Acclimatisation Society has also made representations to have this land removed from the lease.

The SFO Timaru has personally suggested to the lessee that such a move could be desirable (prior to the revision of the joint policy) and whilst not falling over backwards to meet his suggestion, the principal lessee did not throw it out and agreed to discuss it later - a discussion that has never eventuated. The SFO is hopeful that surrender of a large part of the VIII and VIIe could be achieved voluntarily, particularly with the boundary adjustment referred to above.

This follow-up would need to be made after lease renewal.

#### LESSEE'S COMMENTS

Not approached specifically on lease renewal as there were no specific proposals to be made.

#### DFO'S COMMENTS

I agree with the description of the property and the comments of SFO. Generally I do not favour changing the stock limit contained in the lease. In this instance I concur with the reasoning of SFO and believe it should be modified to 3740 sheep.



Similarly, I support the recommendations but do not agree that the renewal should be subject to the reference to the 1985 Surrender and Retirement Policy. We have been at pains to keep separate legislative obligations and requirements of current policy and this should be maintained.

Nevertheless, as a separate approach I support the move intended in 4(b) and would wish to examine the detail more closely.

#### CPLO's COMMENTS

I note the lessee should have received the valuations by December 1983, and therefore all matters such as boundary adjustments, PNA areas and access should be handled post-renewal. This also applies to the issue of surrender of land, which could be pursued by simple agreement or by the application of the Land Settlement Board High Country Policy 14.

The question of adjusting the base stock limit is not in line with Land Settlement Board High Country Policy 11. Given the flexibility of personal stock limitations I do not believe there is sufficient justification to deviate from the Board's policy on this matter.

I support the renewal of this lease with the existing base stock limit.

#### CHIEF SURVEYOR'S COMMENTS

"Stoneleigh" is adequately defined at the present time for the renewal of the pastoral lease. See S.O. 11998 for P.L. 260 and S.O. 5106 for R.S. 40213. Please also note that the total area is incorrect on the old lease and should be updated from the two plans quoted above. Lease is not subject to Section 58 Land Act 1948, so provision should be made to include this requirement as a clause in the new lease.

#### RECOMMENDATIONS

1. That pursuant to Section 131 of the Land Act 1948 the values for renewal purposes, subject to any adjustments that may be required resulting from Recommendation 3 below, be fixed as follows:
  - (a) Value of Improvements - \$405,000.
  - (b) Value of Improvements included in Rental Value - Nil.
  - (c) Value of Land Exclusive of Improvements - \$300,000.
2. That the lease be renewed pursuant to Section 66 of the Land Act 1948, subject to the following conditions:
  - (a) The annual rent for the first eleven years of the new lease, based on 1.5% of the value of 1.(c) above, be fixed at \$4,500, the rental after the initial period to be 2½% (less one month rebate) of the then value of land exclusive of improvements and lease to be subject to eleven yearly reviews of rent.
  - (b) The stock limit to be shown in the lease document be set as follows:

Not more than 3400 sheep plus 10%.

3. That the Crown retain the right to apply the provisions of Section 58 Land Act 1948 in respect of all rivers and streams in excess of 3 metres in width traversing or forming the boundary to the property, subject to legal confirmation in that regard.
4. (a) That the Commissioner of Crown Lands be authorised to pursue post-renewal negotiations with the lessee (with subsequent adjustment to be made by way of apportionment of rental values and stock limitations) and to initiate action as appropriate in an endeavour to effect the following:
  - (i) the alteration of the north-eastern boundary to include the area of adjoining UCL as illustrated on the attached plan
  - (ii) the protection by whatever means are appropriate of PNA 04 in the Two Thumb District of the Heron Ecological Region as determined by PASAC.
- (b) That the Commissioner of Crown Lands take follow up action in terms of the "1985 joint policy to achieve the identification, destocking and surrender of the significant areas of Class VIII Land and severely eroding Class VII land not suited for pastoral use".

DECISION

*Approved  
as recommended  
[Signature] ACC(LB)  
12/8/86.*

DEPARTMENT OF LANDS AND SURVEY

ADDRESS: 'LANDS'

VERBAL INQUIRIES Lewis  
PLEASE ASK FOR M

799 760  
PHONE No.



OUR REFERENCE: 3/423/9/2

YOUR REFERENCE:

DISTRICT OFFICE,

P.O. BOX

Private Bag  
CHRISTCHURCH

21 March 1986

*222  
at the  
in the*

Dear

HERON PROTECTED NATURAL AREAS PROGRAMME SURVEY

You may remember that in August 1985 I chaired a meeting to discuss the likely outcome of the field survey work for the Protected Natural Areas (PNA) Programme in the Heron Ecological Region. I invited to the meeting all the runholders whose properties were surveyed by the field survey team.


At this meeting it was indicated to those present that details of the types of landform/vegetation communities identified on each run would be forwarded to the runholder concerned. This information as it affects your run is attached. It should not be assumed that it is intended to identify priority natural areas within each vegetation landform type, rather that the information supplied represents the various communities on your run. I have also attached for your information maps indicating the total area surveyed by the team and showing land systems referred to in the information sheets.

The information sheets look confusing but are really not difficult to understand. The Heron Ecological District is broken up into 5 ecological regions as shown on map no. 1 attached. The Arrowsmith, Hakatere and Two Thumb Ecological Districts were the only districts surveyed. The Heron Ecological Region has been given a number (59) and each district is also numbered (1-5 - refer map no. 1). Therefore a series of numbers such as 59.04 is the Hakatere Ecological District within the Heron Ecological Region, 59.03 is the Arrowsmith Ecological District within the Heron Ecological Region and 59.05 is the Two Thumb Ecological District within the Heron Ecological Region.

The land system number refers to the areas identified on the land system map that is attached, bearing in mind that the land systems are numbered from 1 onwards for each ecological district. The land unit type is an area within a land system that is distinctive in its landform. The land system numbers shown on the information sheets which for instance may read, 0405, means the Hakatere Ecological District (04) and the number 5 land system referred to on the land system map for that district. Likewise a number such as 0306 would mean the Arrowsmith Ecological District with the number 6 land system referred to on the land system map for that district. The information sheets therefore tell you what land systems have been identified on your run, any special features of interest to the field survey team and a brief description of landform, soils and vegetation for the areas surveyed. I trust that the above is not as confusing as it sounds and that it will be of interest to you. If you wish, I would be happy to discuss any of the information in more detail with you.

As a final note, I should inform you that the Priority Natural Area Report that will be the result of the field survey is currently going through pre-publication checking and hopefully will be available around October 1986. You will be sent a copy as soon as it has been published.

Yours faithfully



Keith Lewis  
for Commissioner of Crown Lands

Encl.

HEADS OF AGREEMENT

MADE Wednesday the 17th day of August 1988 following a meeting and open discussions BETWEEN ALLAN MONTAGUE TIFFEN, ANNIE TIFFEN and BRIAN K TIFFEN all of "Stoneleigh Run" of the first part

AND LEWIS BURN, representing LANDCORP the Managing Agent for the Crown of the second part

Re: Renewal of "Stoneleigh Run" Pastoral Lease No. 30

AGREED: The Tiffens will pay:

1. TWO THOUSAND DOLLARS (\$2,000.00) now today off the arrears to show their good faith in this matter.
2. A further TWO THOUSAND DOLLARS (\$2,000.00) (at least) before the end of November, 1988.
3. Rental payment of TWO THOUSAND TWO HUNDRED AND FIFTY DOLLARS (\$2,250.00) - in January 1989 to be satisfied in full.
4. The balance of rental arrears to be paid and satisfied in full on or before the end of May 1989 - when all seasons produce should be in.

AND IN CONSIDERATION of which Landcorp as Managing agent for the Crown agrees in return ~~will~~ process the formal renewal of "Stoneleigh Run" which nominally will mention the rental base of FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) per annum (still disputed by the Tiffens) which renewal will however be WITHOUT PREJUDICE to:

- (a) The Tiffen's right of Objection to rental - to Land

B  
d. 14

amy

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- 2 -

Valuation Tribunal - (already on record).

- (b) Attempts to settle the rental payment "out of Court" by mutual agreement - discussions between the parties will now commence, AND if agreement is reached on a lesser figure the arrears account will be adjusted back as is appropriate.
- (c) The Transfer of the extra interests to son Brian can now be registered (Rural Bank only mortgagee have consented).
- (d) Further discussions re: P.N.A. area - Heron wetlands sought by D.O.C.
- (e) Further mutual discussions re proposed surrender of approximately 1518 hectares of Class VII and VIII country - for which a further adjustment of rental downwards would also be expected.

SIGNED by the Tiffen ) *A A Tiffen*  
Family in the presence ) *B K Tiffen*  
of: ) *G M Tiffen*

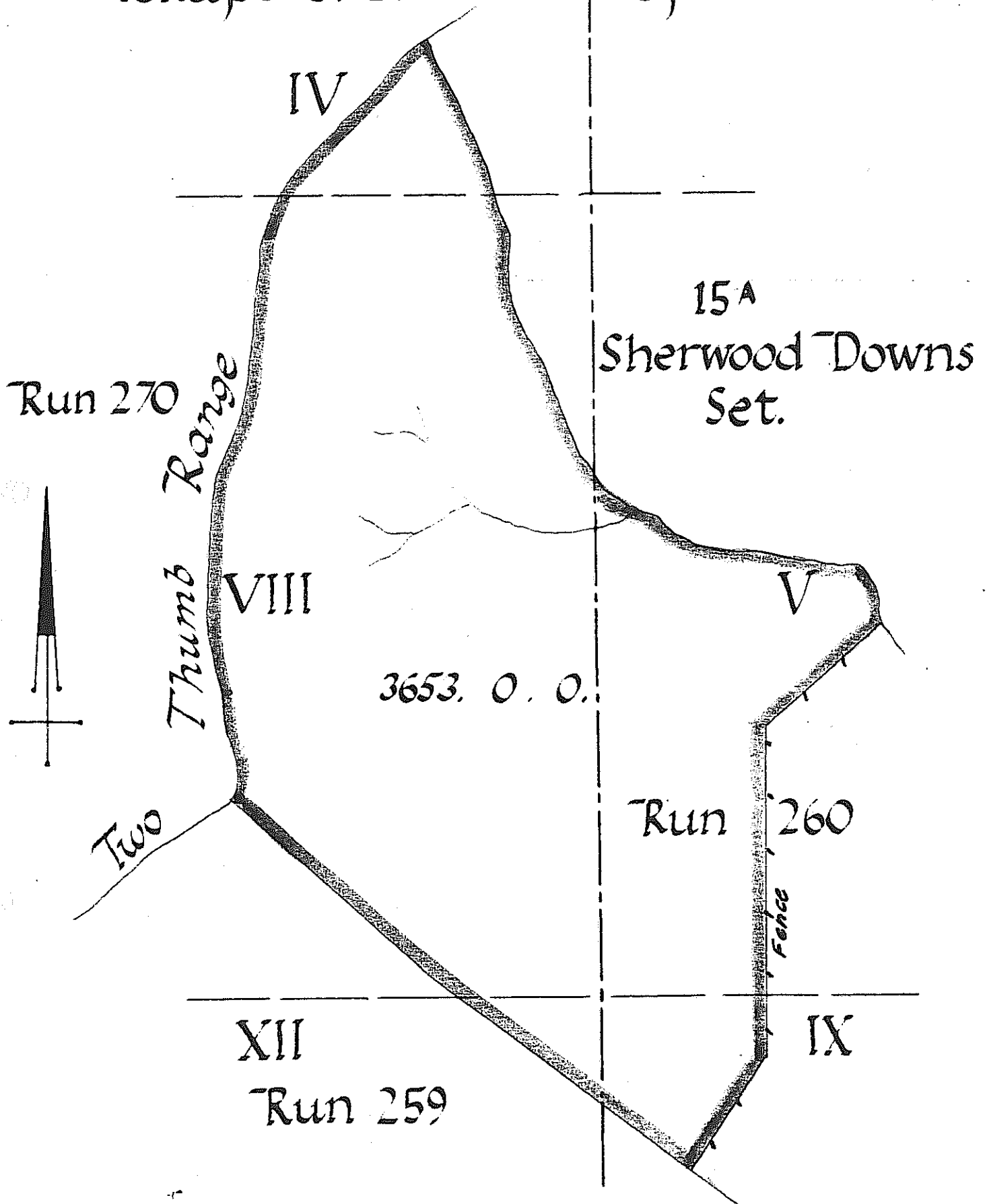
*Michael*  
*Solicitor General*

SIGNED by LEWIS BURN )  
Property Officer for )  
and on behalf of )  
Landcorp as agent for )  
the Lessor under P.30 )

*L.G. Burn*

Tekapo S. D.

Opuha S. D.



- Plan of -  
Pt Run 260  
to be Surrendered