

Crown Pastoral Land Tenure Review

Lease name : WATERLOO STATION

Lease number : PS 016

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.

July 09


DUE DILIGENCE REPORT
CPL PRE TENURE REVIEW ASSESSMENT STANDARD 6:

File Ref:	Ps016/1	Report No:	AT0061	Report Date:	12 May 2000
Office of Agent:	Alexandra	LINZ Case No:		Date sent to LINZ:	13/5/00

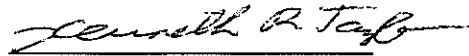
RECOMMENDATIONS:

- (1) That the Commissioner of Crown Lands or his delegate **note** this Due Diligence Report which has been prepared in accordance with the PRE Tenure Review Assessment Standard.
- (2) That the Commissioner of Crown Lands or his delegate **note** the following incomplete actions which require action by the Manager of Crown Property Contracts.
 - (a) A private hut (*not lessee*) has been identified as present on the lease in the Waterloo Valley at the base of the South Braxton Burn. No approval for its occupation was found.
 - (b) Huts administered by DoC known as the "Aparima Huts" are on, or close to, the bush boundary of the lease in the Waterloo Valley. The DGC delegate states (*Proposed Designation Report P6*). They are within the lease but the Status Check map has them marked as being outside the legal boundary. This may be a map inaccuracy.
 - (c) The Opus Status Report identifies a boundary discrepancy with three small islands of bush at the head of the Waterloo Valley. (*D*D44*11, 12 and 13 on Opus map*) These three areas are shown as enclaves on the Cadastral map (*see Attachment 4*). Opus argues that as the boundary of the pastoral lease is along the edge of the bush and current maps (*NZMS 206 D44*) show the intervening land to be bush, these three areas should be in the Takatimu Forest Conservation Area. This would have the effect of removing approximately 40 ha from the lease area but is judged as not having any significant impact on the tenure review process or potential liability to the commissioner.
 - (d) The Commissioner's attention is drawn to the fact that the whole of the Takatimu Range is a Topunui under the Sections 238 and 239 of the Ngai Tahu Claims Settlement Act 1998.

Signed by Knight Frank (NZ) Limited



Name



Manager

Approved/Declined

Name:

Date of decision:

(1) Details of lease.

Lease Name: Waterloo Station

Location:

Waterloo Station is situated on the eastern slopes of the Takatimu Mountains and includes the valley floor of the Waterloo Burn, South Braxton Hill and river terraces on the north bank of the Aparima River. The homestead is 20 km by road Southwest of Mossburn in central Southland. Large areas to the Southeast have been intensively developed, while the valley floor catchments to the north are swampy, undeveloped lands surrounded by bush reserves (*Takatimu Forest Conservation Area*).

Lessee: John Gordon Minty

Tenure: Crown Land under Section 66 of the Land Act 1948 subject to Pastoral Lease No P16.

Term: 33 years from 1 July 1988 to 30 June 2021

Annual Rent: \$8,775 (*plus GST*)

Rental Value: \$390,000

Date of Next Review: 1 July 2010

Land Registry Folio Ref:

CL 193/3 (*Southland Registry*)

Legal Description:

Part Run 198c Centre Hill and Takatimu Survey Districts, Sections 7 and 8 Block X111, Section 1 and 10 Block XIV, Section 1 Block XV, Section 1 Block XVI Centre Hill Survey District being all the land contained in Instrument of title CL 193/3 (*Southland Registry*).

Area: 3499.7214 hectares

(2) File Search

Files held by Agent on behalf of LINZ:

<i>File Reference</i>	<i>Volume</i>	<i>First Folio</i>	<i>Date</i>	<i>Last Folio</i>	<i>Date</i>
Ps016	1	1	27/5/1896	245	20/3/1973
	2	246	3/5/1974	338	22/3/1978
	3	339	17/4/1978	422	16/12/1983
	4	423	6/7/1984	534	14/10/1999

Other relevant files held by LINZ:

<i>File Reference</i>	<i>Volume</i>	<i>First Folio</i>	<i>Date</i>	<i>Last Folio</i>	<i>Date</i>
5200/D15/W01/DNO	1	1	6/10/1995	3	17/12/1996
CPL 04/12/12650	1	1	1/3/1997	4	1/9/1998

With the exception of some incorrectly numbered folios and a very few missing folios the records are complete. Confidence is held that all important data has been searched.

In 1896 a Pastoral Licence (*No 177*) was granted over Run 198c to H McLean for 21 years. In 1900 the licence was transferred to William Chartres.

In 1917 the area of Run 198C was extended by the addition of Small Grazing Run 23 and Section 2 Block XVI Centre Hill Survey District and the licence extended until 1920 when it was renewed for 21 years. This was later extended 14 years to expire in 1955. Nearly all file data during this period relates to fescue cropping that was carried out on the lease (*approximately 30 –50 acres per year*), rent reduction during the depression and routine burning consents.

In 1950 1/3 shares were transferred to his two sons William Murray and Colin Murdo Chartres. In 1954 they applied to have the shares transferred back to William Chartres (*the father*) in order for his sons to take up other land. During the process Mr W Chartres died (*1955*) and the lease was eventually taken by his widow (*Murdino Florence Chartres*) and one son William Murray Chartres.

In 1955 the Pastoral Lease P16 (CL193/3) was issued to the above jointly with no alterations of area or boundaries.

Kevin William Roy purchased the property in 1965 then sold to W L Affleck in 1967. During the next few years files show Mr Affleck struggled to pay debts and the property performance declined badly.

In 1971 the Land Use Committee made a recommendation (*in principle*) that 380 ha in the Waterloo Valley be removed from the lease to be put into the forest reserve. The pursuit of this was finally shelved in 1974 owing to the objections of lessee. No further action was taken on this matter.

In 1975 a great deal of file data relates to the proposed purchase of the lease for production forestry by the New Zealand Forest Service and the Land Use Committee's deliberation on approval of the change from pastoral land to forestry. The Land Settlement Board gave approval in 1976 but the process stalled on the lessee's asking price. Debate continued as forestry interests attempted to purchase the lease over the next 5 years but came to nothing as the lease was sold at public auction to John Gordon Minty (*3/4 share*) and Struan William Minty (*1/4 share*) in 1981 for pastoral use. In 1982 John Minty bought Struan's share out to become the sole owner. During the next five years files relate to development approvals for cultivation, fencing and stock limitation increases.

The lease was renewed in 1988 without alteration despite field reports recommending withdrawal of some bush areas and incorporation of some open tussock areas.

The Chief Surveyor did not identify marginal strips at this time.

The Southland Catchment Board put effort into getting a farm plan accepted aimed at retiring areas for water conservation. One erosion control fence was erected but no farm plan ever eventuated. No agreement is registered related to this fence.

In 1990 a Land Improvement Agreement was registered on the lease document related to a proposed 4.5 km Wind Break Scheme. Files do not indicate if these works were ever undertaken and the agreement is still registered on the lease.

More recent files indicate high interest in nature/historical conservation and recreational values especially in the Waterloo Burn.

A private hut in the Waterloo Burn on the lease at the foot of South Braxton Burn is identified in conservation reports. No approval for this hut could be found.

No recreation permits or concessions exist.

No uncompleted actions or outstanding issues apart from the existence of the unauthorised private hut on the lease were identified.

(3) Summary of lease document:

Terms of lease.

<i>Issued:</i>	First	1 June 1995 for 33 years
	Renewed	1 July 1988 for further 33 years.

The area, commencement date, base stock limitation of the pastoral lease on Crown files are in agreement with the instrument of title (*CL 193/3 Southland Registry*). No non standard covenants exist on the lease.

Detail of the only variation at renewal are registered on the lease document as:

174868.1 Variation of the within lease renewing it for a further term of 33 years commencing on 1 July 1988 and varying the annual rent and rental value, 22 May 1990.

Lease Stock Limit:

1870 Sheep

Personal Stock Limit:

5500 Sheep (including not more than 4300 breeding ewes).
350 Cattle (including not more than 230 breeding cows).

Block Limitations:

Waterloo Valley - not more than 150 cattle.

Area adjustments:

No area adjustments from the original lease or discrepancies were found.

Registered interests:

182150.1 Land Improvement Agreement under the Soil Conservation and Rivers Control Amendment Act 1959, 6 December 1990 (*undischarged - Windbreak Scheme - see Attachment 2*).

252221.2 Mortgage to the Bank of New Zealand - 21 August 1997.

Unregistered interests:

No unregistered interests were identified on this property.

No recreation permits, concessions, or easements were identified.

Unregistered mortgages could be in existence but no reference was found to them.

(4) Summarise any Government programmes for the lease.

No Catchment Board Run Plan has been carried out on the lease.

In 1990 a Land Improvement Agreement was registered on the lease document related to a proposed 4.5 km Wind Break Scheme. Files do not indicate if these works were ever undertaken and the agreement is still registered on the lease.

The property was not involved in the Rabbit and Land Management Programme.

(5) Summary of Land Status Report:

The Opus Status Report confirms the Status as Crown Land under the Land Ac1948 subject to Pastoral Lease P16.

The area is confirmed as 3499.7214 ha.

No marginal strips were identified on the lease.

The report identifies adjoining lands on the Takatimu Range as Toponui under the Ngai Tahu Claims Settlement Act 1998.

The Status Check identifies a possible discrepancy with three small islands of bush at the head of the Waterloo Valley taken under gazette notice in 1886 as part of the Takatimu State Forest creation. These three areas (*D*D44*11,12, and 13 on Opus map*) are shown as enclaves on the allocation plan (*see Cadastral map Attachment 6*).

Opus argues that as the boundary of the pastoral lease is along the edge of the bush and as current maps (*NZMS 206 D44*) show the intervening land to be bush that the boundary of the lease is around the whole area, joining the islands to the Takatimu Forest Conservation Area.

This would have the effect of removing approximately 40 ha from the lease area but is judged as not having any significant impact on the tenure review process.

(6) Review of topographical and Cadastral data.

(Cadastral Map NZMS 261 D44 and Topographical Map NZMS 260 D44)

No communication sites are marked on the above maps.

No major National Grid power transmission lines or local supply lines are shown to cross the property

The Cadastral map shows no marginal strips on any major watercourse within the lease.

The Waterloo Burn, Buxton Burn and South Buxton have no marginal strip shown. The lower Aparima River is shown to have a marginal strip but is outside the legal boundary of the lease.

All fenced boundaries are on their legal line as far as can be determined without a full survey. The bush margin forms the unfenced boundary in the Waterloo Valley.

Waterloo Road (*a formed legal road*) gives access to the lease near the homestead on Section 7 Block XIII Centre Hill Survey District. Endowment Road also forms the northern boundary of this section.

The lease has one legal road on the eastern side of the Waterloo Burn from the boundary of the Aparima River to the north-western boundary of Section 1 Block XVI Centre Hill Survey District. This is the only section of legal road giving access to the upper Waterloo Valley through the lease.

Below the junction of the Waterloo Burn and Aparima River a legal road follows the banks of the Aparima River outside the lease boundary.

An unformed legal road (*an extension of Wardell Road*) skirts the top of the Aparima terrace land and joins the lower Aparima River road in two places.

A second legal road off Wardell Road enters the lease and follows the South Braxton Burn to terminate in a fork on the hill country in the eastern corner of Section I Block XVI Centre Hill Survey District. This appears to be an unformed road following a non-practical line.

A good farm track (2WD) extends from the end of Waterloo Road along the eastern terraces to within 1 km of the Aparima River. A 4WD farm track extends up the gully of the South Braxton Burn.

Two huts are shown on the topographical maps on the bush margins and appear to be close to or within the lease boundaries in the Waterloo Valley. These are known to be DoC huts (marked *Aparima Huts and Becketts Hut*). DoC reports state that the Aparima Huts are on the pastoral lease but the Status Check maps show the huts are just outside the boundary.

From files the existence of a private hut (*not lessee*) at the foot of the South Braxton Hill is recorded as present but it is not shown on the topographical map. *see GR?*

An airstrip is shown to be present near the homestead off Waterloo Road.

(7) Details of neighbouring Crown or conservation land:

The large Takatimu Forest Conservation Area surrounds all the valley floor of the Waterloo Burn (*lease boundary follows the unfenced forest boundary*) and the hill country of South Braxton Hill.

The whole of the Takatimu Range is a Topunui under the Sections 238 & 239 of the Ngai Tahu Claims settlement act 1998. This special recognition of Maori cultural and spiritual values in the area will need to be taken into account during Tenure Review. Ngai Tahu will undoubtedly report to the Commissioner on this matter.

No marginal strips exist within the lease.

No other Crown land has been identified.

(7) Summary of uncompleted actions or potential liabilities:

The following have been identified:

- (1) A private hut (*not lessee*) has been identified as present on the lease in the Waterloo Valley at the base of the South Braxton Burn. No approval for its occupation was found.
- (2) Huts administered by DoC known as the "Aparima Huts" are on, or close to, the bush boundary of the lease in the Waterloo Valley. The DGC delegate states (*Proposed Designation Report P6*). They are within the lease but the Status Check map has them marked as being outside the legal boundary. This may be a map inaccuracy.
- (3) The Opus Status Report identifies a boundary discrepancy with three small islands of bush at the head of the Waterloo Valley. (*D*D44*11, 12 and 13 on Opus map*). These three areas are shown as enclaves on the Cadastral map (*see Attachment 4*). Opus argues that as the boundary of the pastoral lease is along the edge of the bush and current maps (*NZMS 206 D44*) show the intervening land to be bush, these three areas should be in the Takatimu Forest Conservation Area.

This would have the effect of removing approximately 40 ha from the lease area but is judged as not having any significant impact on the tenure review process or potential liability to the commissioner.

- (4) The Commissioner's attention is drawn to the fact that the whole of the Takatimu Range is a Topunui under the Sections 238 and 239 of the Ngai Tahu Claims Settlement Act 1998.
- (5) Marginal strips have not been processed for the property. The lease is due for renewal in 2021. This is a matter for the Director General of Conservation to address.

ATTACHMENTS:

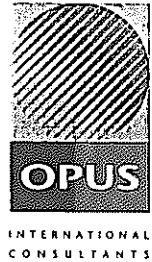
Schedule A - Land Status Report:

- (1) Recent title search for each tile considered.
- (2) Legal Agreement Windbreak Scheme.
- (3) Gazette Notice 1886 - formation of Takatimu State Forest
- (4) Cadastral map showing Opus boundary variation.

**OPUS INTERNATIONAL CONSULTANTS LIMITED
DUNEDIN OFFICE**

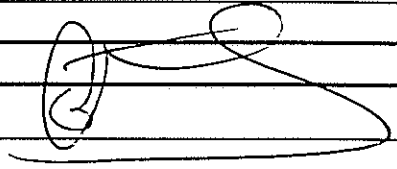
Project Number 6NLI11 01 016YD

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No: 50175 dated September 1999 and is undertaken for the purposes of the Crown Pastoral Land Act 1998.



LAND STATUS REPORT for Waterloo			LIPS Ref 12650
Property	1	of	1

Land District	Southland
Legal Description	Part Run 198c Centre Hill and Takitimu SD's, Sections 7 and 8 Block XIII, Section 1 and 10 Block XIV, Section 1 Block XV, Section 1 Block XVI Centre Hill SD.
Area	3499.7214 ha
Status	Crown Land under the Land Act 1948 subject to Pastoral Lease P 16.
Instrument of title / lease	CL 193/3
Encumbrances	Subject to Agreement under Water and Soil Conservation and Rivers Control Amendment Act 1959 registered as 182150.1
Mineral Ownership	Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the Murihiku Purchase of 1853.
Statutes	Land Act 1948 and Crown Pastoral Land Act 1998.

Data Correct as at	24 November 1999
[Certification Attached]	

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

Certified - correct as to status

Pursuant to Section 11(1)(l) 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

LAND STATUS REPORT for Waterloo				LIPS Ref 12650
Property	1	of	1	

under the Land Act 1948 subject to Pastoral Lease registered as 193/3.

Dep.
Chief Surveyor
Land Information New Zealand, Invercargill.
 106/12/1999

<p>Notes : This information does not affect the status of the land that was identified as possibly requiring further investigation at the due diligence stage : See Crown Pastoral Standard 6 paragraph 6.</p>	<p>By New Zealand Gazette 1886 page 253 37,440 acres of bush in Takatimo SD and comprising the Takatimo Forest [amongst a number of forests listed] was declared State Forest. The three DOC allocations, D*D44*11, 12 and 13*C0, were part of that gazette [SO 11161].</p> <p>The boundary definition of the Pastoral Lease is along the edge of the bush.</p> <p>These allocations appear by definition to be included as part of the overall forest adjoining the pastoral lease and are not enclaves as indicated on the allocation plan [SO 11161]. This is supported by NZMS 260 D44.</p>
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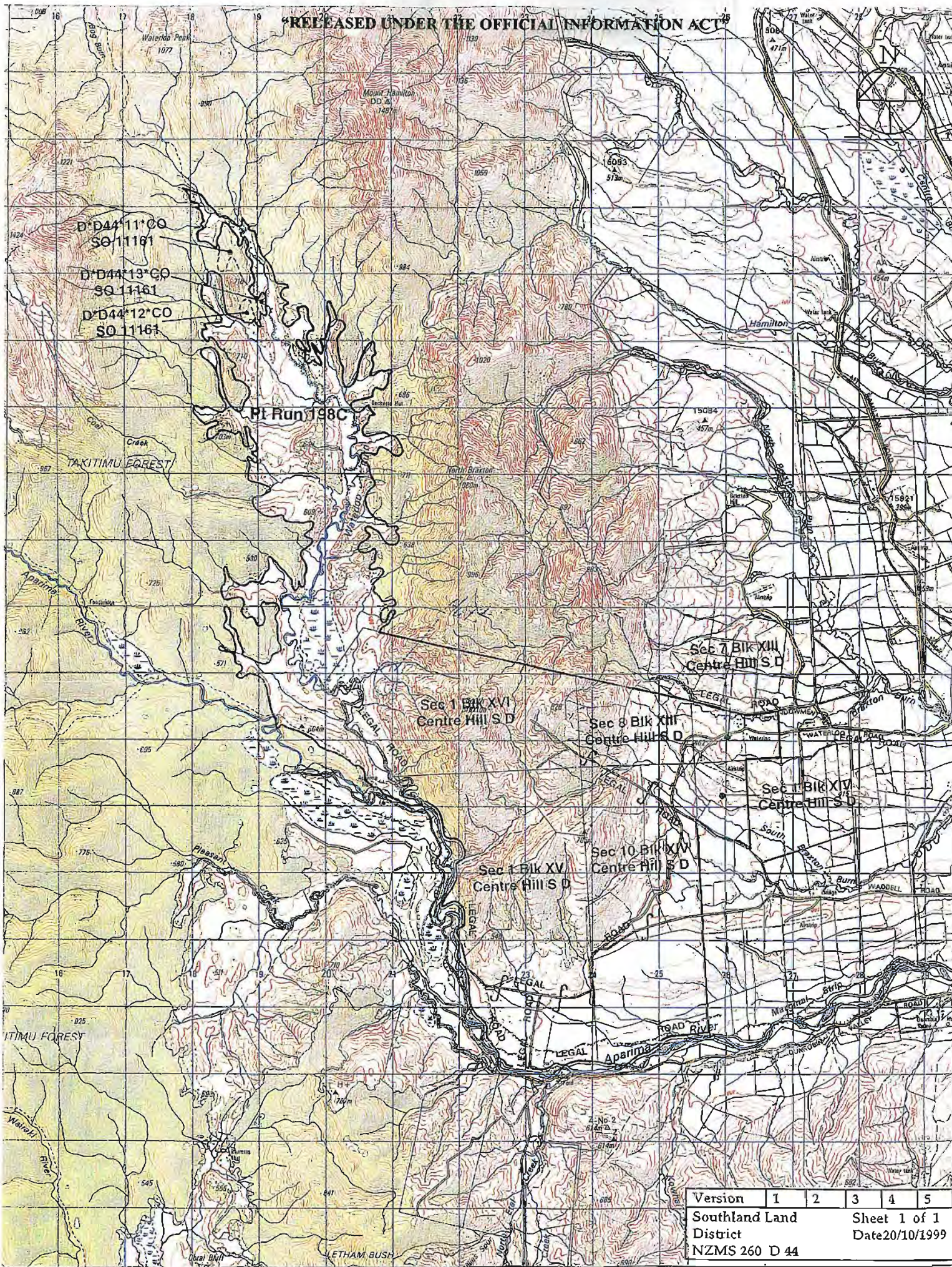
LAND STATUS REPORT for Waterloo		LIPS Ref 12650
Property	1 of 1	

Research Data: *Some Items may be not applicable*

SDI Print Obtained	Yes / No
NZMS 261 Ref	D44
Local Authority	Southland District Council
Crown Acquisition Map	Murihiku
SO Plan	Run 198c - unable to find any reference to the plan that defines this run. The Plan Index card shows no references. SO 2800 being a plan of Section 10 Block XVI Centre Hill SD SO 2801 being a plan of Section 1 Block XV Centre Hill SD SO 2799 being a plan of Section 8 Block XIII Centre Hill SD SO 2272 being a plan of Section 7 Block XIII Centre Hill SD SO 2270 being a plan of Section 1 Block XIV Centre Hill SD SO 2865 being a plan of Section 1 Block XVI Centre Hill SD
Relevant Gazette Notices & Documents	Memorandum of Renewal registered as 174868.1 Agreement under Water and Soil Conservation and Rivers Control Amendment Act 1959 registered as 182150.1
CT Ref / Lease Ref	193/3 167/29 [Pastoral Licence to Occupy issued 1/3/1920. Noted on file held on Pasturage Licence since 1896].
Legalisation Cards	No cards found.
CLR	Confirms Pastoral status.
Allocation Maps (if applicable)	SOE maps - no allocations. DOC - See notes page 2.
VNZ Ref - if known	29280/007
Crown Grant Maps	Not searched.
If Subject land Marginal Strip : a) Type [Sec 24(9) or Sec 58] b) Date Created c) Plan Reference	a) b) c)
If Crown land - Check Irrigation Maps.	Not searched. No instruments registered on lease.

LAND STATUS REPORT for Waterloo		LIPS Ref 12650
Property	1	of 1

Mining Maps	Not searched. No instruments registered on lease.
If Road a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989 b) By Proc	a) SO Plan – Not applicable. b) Proc Plan c) Gazette Ref
Other Relevant Information a) Concessions – Advice from DOC or Knight Frank. b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998 c) Mineral Ownership d) Other Info	a) No information found on file. b) The adjoining lands, being Sections 1 & 2 SO 12055, are a Topuni under Sections 238 & 239 [and Schedule 89] of the Ngai Tahu Claims Settlement Act 1998. The Topuni is defined on SO 12232 - sighted but not copied. c) Either <input checked="" type="checkbox"/> Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the Murihiku Purchase of 1853 <input type="checkbox"/> Contained in [provide evidence]. d)



D'D44°11'CO
SO 11161
D'D44°13'CO
SO 11161
D'D44°12'CO
SO 11161

PI Run 198C

Sec 1 Blk XVI
Centre Hill S D

Sec 8 Blk XIII
Centre Hill S D

Sec 7 Blk XIII
Centre Hill S D

Sec 1 Blk XIV
Centre Hill S D

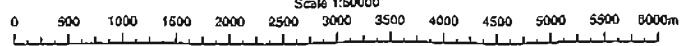
Sec 1 Blk XV
Centre Hill S D

Sec 10 Blk XV
Centre Hill S D

Version	1	2	3	4	5
Southland Land District					Sheet 1 of 1
NZMS 260 D 44					Date 20/10/1999

Waterloo Station

Scale 1:50000



Notes on Search of File.

PS 16 Waterloo

CL 193/3 from 167/29
33 years from 1/7/55 & 1/7/88

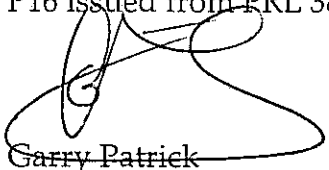
Run 198C 3499.7214 ha.

Marginal Strip - nothing noted.

VNZ ref 29280/007

Subdivision : No history on file.

P16 issued from PRL 388. Has been held on Pasturage Licence since 1896.



Garry Patrick
15/10/99

- 6 OCT 1999

COPY

Waterloo Station

REGISTER

(L and R.R.)

Issued as a Renewal of (or in Exchange for) Lease registered in Vol. 167 fol. 29

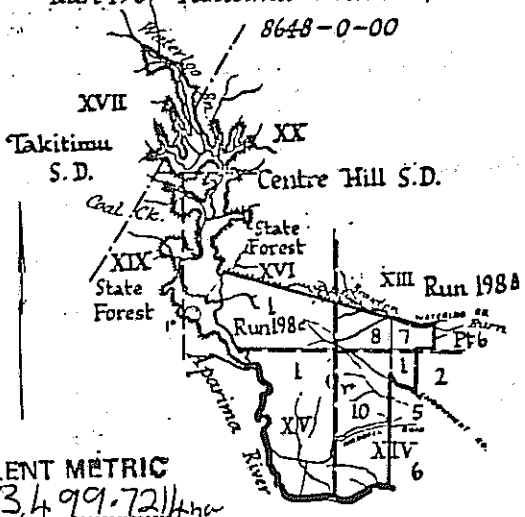
SOUTHLAND LAND DISTRICT



the Register-book, Vol. 193 fol. 3
12th day of October
1948, at 11:43 o'clock
W. M. L.
District Land Registrar
Registered under Section 83,
Land Act, 1948

Pastoral Lease of Pastoral Land under the Land Transfer Act, 1948
No. 16

This Deed, made the... First ... day of March ... one thousand nine hundred and Fifty-five.....
between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and **MURDINO FLORENCE**
CHARTRES, of Murray Creek, widow, and **WILLIAM MURRAY CHARTRES**, of Caroline, Farmer . . . in the Dominion of New Zealand
Run 198^c Takitimu & Centre Hill S.D.s
8648-0-00
(who, with his executors, administrators, and permitted assigns, is hereinafter referred to as "the Lessee"), of the other part, WITNESSETH that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained or implied and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee All that piece or parcel of land containing by admeasurement Eight thousand six hundred and forty eight . . . acres, . . . roods and . . . perches, a little more or less situated in the Land District of Southland
Run 198^c Centre Hill and Takitimu Survey Districts . . .



EQUIVALENT METRIC AREA IS 3,499.721 ha

Scale: 2 miles to an inch.

(hereinafter referred to as "the said land"), as the same is more particularly delineated in the plan drawn hereon and therein coloured red in outline together with the rights, easements, and appurtenances thereto belonging. HAD the said premises intended to be hereby demised unto the Lessee for a term of thirty-three years commencing on the first day of July . . . one thousand nine hundred and fifty five . . . together with the period between the date of this lease and the aforesaid first day of July 1955 . . .
Yielding and paying therefor during the said term unto the Department of Lands and Survey at the Principal Land Office for the said Land District of Southland . . . the clear annual rent of One hundred and twenty pounds . . . (£120.0.0) payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term. And also paying in respect of the improvements specified in the Schedule hereto the sum of (£ . . .) (the receipt of which sum is hereby acknowledged) and thereafter by . . . (£ . . .) half-yearly instalments of . . . pounds . . . shillings and . . . pence (£ . . .) on the 1st day of January and the 1st day of July in each year in the same manner as aforesaid.

- AND the Lessee doth hereby covenant with the Lessor as follows, that is to say:-
1. THAT the Lessee will fully and punctually pay the rent herebefore reserved at the times and in the manner herebefore named in that behalf; 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 or parts 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 bona fide for his own use and benefit and will not transfer, assign, sublet, mortgage, charge, or part with possession of the said land or any part thereof without the previous approval of the Land Settlement Board: Provided that such approval will not be necessary in the case of a mortgage to the Crown or to a Department of State.
 4. THAT the Lessee will at all times farm the said land diligently 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 live 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, 1923.
 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, 1923.
 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 (including those 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 (including those 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 every such insurance policy and deposit with the Commissioner every such policy and, not later than the forenoon of the day on which any such premium becomes payable, the receipt for that premium.
 10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, fell, sell, 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 prevent the destruction of any such timber, tree, or bush unless the Commissioner otherwise approves:
Provided that the consent of the Commissioner as aforesaid shall not be necessary where any such timber or tree is required for any agricultural, pastoral, household, roadmaking, or building purposes on the said land nor 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 Nuisance Tussock Act, 1946, burn any tussock, scrub, fern, or grass on the said land, nor permit any tussock, scrub, fern, or grass on the said land to be burned, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such terms and conditions as the Commissioner may deem necessary.
 12. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of ingress, egress, and regress over the land comprised in this lease for the purpose of determining 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, or for the purpose of destroying any such animals:
Provided that such officers and employees in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.
 13. THAT the Lessee shall exercise due care in stocking the said land and shall not overstock.

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

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

over

193/3

on contract in Dominion

W. M. L.
m 7/6

193/3

- (d) THAT the Lessee shall have no right of acquiring the fee simple of the said land.
- (e) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary,—
 - (i) Cultivate any portion of the said land for the purposes of growing winter feed for the stock depastured thereon;
 - (ii) Crop such area of the said land as is sufficient for the use of himself and family and his employees;
 - (iii) Plough and sow in grass any portion of the said land;
 - (iv) Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass;
 - (v) Surface sow in grass any portion of the said land;
 Provided that the Lessee shall, on the termination of the lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clovers and grasses to the satisfaction of the Commissioner.
- (f) THAT if the Lessee shall leave New Zealand or abandon the said land or if he cannot be found or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied in the satisfaction of the Land Settlement Board or the Commissioner, as the case may be, or make default for not less than two months in the payment of rent, water levy, or other payments due to the Lessor, then the Land Settlement Board may, subject to the provisions of section 116 of the Land Act, 1948, declare this lease to be forfeit, and that without discharging or releasing the Lessee from liability for rent due or accruing due or for any prior breach of any covenant or condition of the lease.
- (g) THAT these covenants are intended to take effect as a pastoral lease under the Land Act, 1948, and the provisions of the said Act and of the regulations made thereunder applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

SCHEDULE

IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE

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

... on behalf of the Lessor, hath hereunto set his

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

Witness: Atkinson
Occupation: Clerk
Address: Lands & Survey Invercargill

[Signature]
Commissioner of Crown Lands.

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

Witness: Atkinson
Occupation: Clerk
Address: Invercargill

[Signature] Lessee.

[Signature] Lessor.

Transfer 181371 Maudie Florence Charters and William Murray Charters both above to the said Maudie Florence Charters and the said William Murray Charters produced 2.3.1962 at 11.00. [Signature]

(f) THAT the lessee shall be deemed not to have failed to use due care in stocking, or to have overstocked so long as the number of stock depastured on the said land does not exceed 1670 sheep (being an increase of ten per cent on the carrying capacity on which is based the rent hereinbefore reserved) but the Commissioner may by notice in writing permit the lessee to depasture thereon any greater number should he deem it advisable or expedient so to do. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.

Transfer 207090 to Kevin Roy of Mossburn, Farmer 5.5.1965 at 1.20 o.c. [Signature]

207893 Electricity Agreement under the Electricity Amendment Act 1948. Entered 11.9.1964 at 10.00. [Signature]

Transfer 221770 to William Logan Affleck of Mossburn Farmer 3.5.1967 at 1.48 o.c. [Signature]

Mortgage 221772 to Kevin Roy 3.8.1967 at 1.52 o.c. [Signature]
249332 Mortgage to New Zealand Limited 19.6.1967 at 12.11.1967 [Signature]

THIS REPRODUCTION (ON A REDUCED SCALE) CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL REGISTER FOR THE PURPOSES OF SECTION 215A LAND TRANSFER ACT 1952.

LAND & DEEDS
Name: [Signature]
Firm: Land Office
19 OCT 1956

Mortgage 221771 to State Advances Corporation and Investment Society 1967 at 1.19 o.c. [Signature]

271841 Mortgage to the State Advances Corporation of New Zealand 17.7.1973 at 2.20 p.m. [Signature]

287955 Mortgage to Housing Corporation of New Zealand 23.12.1966 at 1.35 p.m. [Signature]

287956 Mortgage to Rural Banking and Finance Corporation of New Zealand 28.3.1975 at 1.15 p.m. [Signature]

023119.1 Mortgage to Rural Banking and Finance Corporation of New Zealand 18.4.1977 at 2.37 p.m.

DISCHARGED
1994.6.1
A.L.R.

A.L.R.

023119.2 Memorandum of Priority making Mortgages 023119.1, 243332, 271841, 287955 and 004283.1 second, third, fourth, fifth and sixth Mortgages respectively 18.4.1977 at 2.37 p.m.

A.L.R.

028595.2 Mortgage to Southland Building and Investment Society 19.4.1977 at 2.01 p.m.

DISCHARGED
1994.6.1
A.L.R.

A.L.R.

028595.3 Memorandum of Priority making mortgages 028595.2, 023119.1, 243332, 271841, 287955 and 004283.1 first, second, third, fourth, fifth and sixth mortgages respectively 3.10.1977 at 2.01 p.m.

A.L.R.

041722.1 Mortgage to Rural Banking and Finance Corporation of New Zealand 29.11.1978 at 2.28 p.m.

DISCHARGED
1994.6.1
A.L.R.

A.L.R.

050014.1 Variation of Mortgage 041722.1 30.8.1979 at 10.21 a.m.

A.L.R.

056166.1 Mortgage to Rural Banking and Finance Corporation of New Zealand 26.3.1980 at 11.05 a.m.

DISCHARGED
1994.6.1
A.L.R.

A.L.R.

062908.1 Variation of Mortgage 023119.1 15.10.1980 at 10.29 a.m.

A.L.R.

062908.2 Variation of Mortgage 056166.1 15.10.1980 at 10.29 a.m.

A.L.R.

062908.3 Variation of Mortgage 041722.1 15.10.1980 at 10.29 a.m.

A.L.R.

072557.9 Transfer of a three quarter share to John Gordon Minty of Feldwick Farmer and a one quarter share to Struan William Minty of Feldwick Farmer as tenants in common in the said shares 4.8.1981 at 11.26 a.m.

A.L.R.

075587.1 Mortgage to Rural Banking and Finance Corporation of New Zealand 19.10.1981 at 9.47 a.m.

1994.6.1
DISCHARGED
- 2 JUL 1992
A.L.R.

A.L.R.

075587.2 Mortgage to Rural Banking and Finance Corporation of New Zealand 19.10.1981 at 9.47 a.m.

1994.6.1
DISCHARGED
- 2 JUL 1992
A.L.R.

A.L.R.

085222.1 Mortgage to Southland Savings Bank 23.7.1982 at 2.04 p.m.

1997.8.1
DISCHARGED
20 MAY 1985
A.L.R.

A.L.R.

~~085222.2 Memorandum of Priority making mortgages 085222.1, 075587.1 first, second and third mortgages~~

Entered in Error. A.L.R.

085222.2 Memorandum of Priority making mortgages 085222.1, 075587.1 and 075587.2 first, second and third mortgages respectively 23.7.1982 at 2.04 p.m.

A.L.R.

086499.1 Transfer of his 1/4 share Struan William Minty to John Gordon Minty (Junior) of Mossburn Farmer 27.8.1982 at 2.34 p.m.

A.L.R.

090831.1 Variation of Mortgage 075587.1 19.1.1983 at 11.20 a.m.

A.L.R.

1004781.1 Variation of Mortgage 075587.1 - 1.11.1983 at 11.54 a.m.

A.L.R.

112851.1 Variation of Mortgage 075587.1 - 13.11.1984 at 10.47 a.m.

A.L.R.

129780.2 Variation of mortgage 075587.1 - 20.5.1986 at 2.25 p.m.

A.L.R.

174868.1 Variation of the within lease renewing it for a further Term of 33 years commencing on 1.7.1988 and varying the annual rent and rental value - 22.5.1990 at 9.02 a.m.

A.L.R.

OVER

182150.1 Land Improvement Agreement under the Soil Conservation and Rivers Control Amendment Act 1959 - 6.12.1990 at 11.12 a.m.

Wabny

A.L.R.

182820.1 Change of Name of the mortgagee in mortgages 075587.1 and 075587.2 to The Rural Bank Limited - 21.12.1990 at 11.29 a.m.

H K J

A.L.R.

199461.3 Mortgage to The Rural Bank Limited - 2.7.1992 at 10.30 a.m.

DISCHARGED

21 AUG 1997

H K J
for DLR

H K J

A.L.R.

202221.2 Mortgage to Bank of New Zealand - 21.8.1997 at 1.15

H K J
for DLR

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Ngai Tahu Claims Settlement Act 1998 097

Commenced: 1-OCT-1998

SCHEDULE 89: Topuni for Takitimu Range, Southland

SCHEDULE 89

Sections 238 and 239

Topuni for Takitimu Range, Southland

Description of Area

The area over which the Topuni is created is the area known as Takitimu Range located in Murihiku (Southland), as shown on Allocation Plan MS 5 (S.O. 12232).

Preamble

Under section 239 (clause 12.5.3 of the deed of settlement), the Crown acknowledges Te Runanga o Ngai Tahu's statement of Ngai Tahu's cultural, spiritual, historic, and traditional values relating to Takitimu as set out below.

Ngai Tahu Values Relating to Takitimu

The Takitimu maunga (mountains) were named by Tamatea, the captain of the Takitimu waka (canoe) in memory of the waka after it struck trouble in Te Waewae Bay, and was eventually wrecked near the mouth of the Waimeha Stream.

Tradition states that the Takitimu waka was overtaken by three large waves known as o-te-wao, o-roko and o-kaka, followed by a cross wave, which resulted in the Takitimu being hurled well inland, with its cargo being strewn about. In some accounts the ranges inland from Te Waewae Bay are likened to the huge waves that caused the demise of the waka Takitimu. In other accounts the Takitimu maunga are considered to be the upturned hull of the waka.

For Ngai Tahu, traditions such as this represent the links between the cosmological world of the gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events that have shaped the environment of Te Wai Pounamu and Ngai Tahu as an iwi.

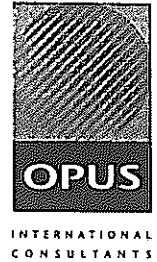
Tamatea and his crew made their way overland from the site of the wreck. Tamatea likened the majestic and upright Takitimu maunga when he viewed them from the south coast, to the crew of the Takitimu struggling to control the waka in adverse conditions. During the overland journey past the Takitimu maunga Tamatea lost one of his party, a woman named Kaheraki who strayed away from the party and was captured by the maeroero (spirits of the mountain) and never seen again. Kaheraki had been betrothed to Kahungunu, who was a son of Tamatea.

The Takitimu maunga are, therefore, a symbolic reminder of the famous exploits of Tamatea in the south, and a reminder forever locked into the landscape, of the tupuna (ancestral) waka Takitimu, adding lustre to the noted spiritual values of the western Southland landscape. The Takitimu maunga are visible from all points of the Murihiku landscape, and are also a noted weather indicator.

The mauri of Takitimu represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngai Tahu Whanui with the land.

OPUS DN 248

CERTIFICATION



Report to the Chief Surveyor, Invercargill for a certification of a Status Investigation in respect to Waterloo

- 1 Garry Raymond Patrick, Property Consultant, Opus International Consultants Limited certifies that the status report enclosed for certification is in order for signature.
- 2 In giving this certification, Garry Raymond Patrick, Property Consultant, Opus International Consultants Limited undertakes that the status report has been completed in compliance with all relevant policy instructions and in particular OSG Standard 1999/05 and the Regulatory Chiefs' Land Status Investigations Guidelines 1999/01.

A handwritten signature in black ink, appearing to be "G R Patrick", written over a horizontal line.

G R Patrick
Opus International Consultants Ltd
26/11/99

S.O. 11161
 Sheet 2 of 3

NZMS 261

SCHEDULE PURSUANT TO SEC 62

APPROVED AMENDMENTS
 CABINET DECISION
 17 DEC 1987

Sheet D44

CONSERVATION ACT 1987

Paul J. Smith 28

No.	DESCRIPTION	AREA	DEEMED OWNER	CATEGORY	AGREEMENT or COVENANT	CASE
10	Part Takitimu State Forest situated in Block XXVI, Takitimu Survey District. Now part of Sec 1 SO 12055	85ha	DOC	7		
11	Part Takitimu State Forest situated in Block XVII, Takitimu Survey District.	30ha	DOC	7	} These areas are contiguous with area 8 on D44 - Refer SO 12055	
12	Part Takitimu State Forest situated in Block XVII, Takitimu Survey District	7.5ha	DOC	7		
13	Part Takitimu State Forest situated in Block XVII, Takitimu Survey District.	5ha	DOC	7		
14	Part Takitimu State Forest situated in Block XX, Centre Hill Survey District. Now part of Sec 1 SO 12055	12ha	DOC	7		
15	Part Takitimu State Forest situated in Blocks XVI and XX Centre Hill Survey District. Now part of Sec 1 SO 12055	70ha	DOC	7		
16	Part Takitimu State Forest situated in Block II, Wairaki Survey District.	10ha	DOC	7	This area no longer exists and has been included in Run 56-501039	
17	Part Takitimu State Forest situated in Blocks II, III, VIII and IX, Wairaki Survey District. Now Sec 2 SO 12055	1577ha	DOC	7		
18	Part Section 270, Block XXX Takitimu Survey District Now part of Sec 1 SO 12055	280ha 250ha	DOC	9	Allocation map amended to correct draughting error Bdy confirmed by Forestcorp LT survey	

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

CATEGORIES

CERTIFIED CORRECT

CHIEF SURVEYOR *Paul J. Smith*

2 120 000

Coordinates

Pt 194
128.6074

134
330.6281

Pt 130
445.1542

Pt Run 585
1416.3996

Pt 130

270 000

275 000

21

12

17

CL

Mt Hamilton
DD

20

11

12

13

Pt Run 198 A

14

15

Pt
Takitimu
SF

North Braxton
ΔJ+

22

16

8

I+
Δ

Wairoa
Burn

1

8

PT

TAKITIMU

STATE

FOREST

23

140
119.3200

Run 198C

3499.7214

Y+
Δ

10

DESCRIPTION: Run 198C Centre Hill & Takitimu Survey Districts.

"Waterloo Station"

S.O. PLAN:

AREA:

8648 3,499.7214ha.
Ac. Rs. Ps.

OPENED FOR SELECTION			Classn.	Date of Disposal	Price/R.V.	Ann. Rent or Instalment	Term (Years from)	Tenure/Lease No.	SELECTOR
Gazette		S. Plan or File							
Year	Page								
				1/7/55	4480.00 3240.0.0.	240.00 360.0.0.	33 1/7/55	E/16	J. G. Mundy
			3043/223 1st R.O. No.						

FREEHOLD TITLE

RESERVATIONS

LC	No.	Vol.	Folio	Gazette		PURPOSE	Vested		Control Vested		IN WHOM VESTED
				Year	Page		Year	Page	Year	Page	
C.O.P. -	-										
Warrant -	-										
C.C.L's Cert. -	-										
C/Grant -	-										

DESCRIPTION: Run 198C Centre Hill & Takitimu Survey Districts.

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

ROLL VALN. No. 3027/228

I.V. £ 50.00

U.V. £ 216.00

C.V. £ 245.00

DATE: 1/7/80

Val. Ref: 30431/343

County: Wallace

X14, 32, X07

P.D.B: Taringatura

Address: Waterloo Rd

UNDER THE OFFICIAL INFORMATION ACT
"RELEASED"