

Crown Pastoral Land Tenure Review

Lease name : Mt ALGIDUS

Lease number : PC 039

Due Diligence Report (including Status Report) - Part 5

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.

June 09

Range, and Mount Gargarus, from a point on the Harper River about due south of Mount Gargarus to a point on the Avoca River where the forest ceases, about six miles and a half in a straight line from the junction of the last mentioned river with the River Harper.

All that parcel of land in the Canterbury Land District, containing about 2,600 acres, and numbered 2209 (in red), Blocks VII., XI., and XII. in the Wilberforce District; situated on Boundary Stream, a branch of the Wilberforce River. Bounded on the south-west by the Wilberforce River for a distance of about 80 chains, on the north-west, north, and south-east by lines to cover the forest.

All that parcel of land in the Canterbury Land District, containing about 500 acres, and numbered 3201 (in red), Blocks VI., VII., and X. in the Wilberforce Survey District; situated on the Fang Hill Stream, a branch of the Wilberforce River. Bounded on the south-west by that river for a distance of about 40 chains, and on the north-west, north-east, and south-west by lines to cover the forest.

All that parcel of land in the Canterbury Land District, containing about 3,500 acres, and numbered 3302 (in red), Blocks I., II., and VI. in the Wilberforce Survey District. Bounded on the west by the Wilberforce River; on the north and east generally by lines to cover the forest; the northern boundary being about 60 chains north of Trig. R in the Davie Survey District; and the southern boundary about 70 chains north of Trig. E in the Wilberforce Survey District.

All that parcel of land in the Canterbury Land District, containing about 500 acres, and numbered 3303 (in red), in the Davie Survey District. Bounded on the west by the Wilberforce River; on the north by Cronin Stream; on the east and south by lines to cover the forest. The southern boundary of this reserve is about 30 chains south of Trig. T, Davie Survey District.

All that parcel of land in the Canterbury Land District, containing about 700 acres, and numbered 3304 (in red), in the Davie Survey District. Bounded on the east by the Wilberforce River; on the north by lines drawn to cover the forest, near Trig. A, Davie Survey District; on the west by lines parallel to the eastern boundary, to cover the forest and all land within about half a mile of the eastern boundary; and on the south by the Gifford Stream.

All that parcel of land in the Canterbury Land District, containing about 300 acres, and numbered 3305 (in red), in the Davie Survey District. Bounded on the east by the Wilberforce River; on the north by the Gifford Stream; on the west by lines run to cover the forest about 110 chains west of the eastern boundary; and on the south by lines parallel to the northern boundary, and about 25 chains distant therefrom.

All that parcel of land in the Canterbury Land District, containing about 15,000 acres, and numbered 3306 (in red), Blocks I., II., V., VI., IX., and X. in the Wilberforce Survey District, Davie District, and extending into the Mathias Survey District. Bounded on the east by the Wilberforce River and Run No. 181; on the north-west, and south by lines to include the forest. This reserve is to include all the forest lands in the valleys of the Griffith, Gibson, Unknown, North, Moa, Kiwi, small streams between the Kiwi and Trig. P, Wilberforce District, and between the Moa and Unknown Streams.

All that parcel of land in the Canterbury Land District, containing about 600 acres, and numbered 3307 (in red), Blocks X. and XIV. in the Wilberforce Survey District. Bounded on the east by the Wilberforce River; on the north by a line drawn from the intersection of the northerly branch of the Kakapo Stream with the Wilberforce River to the most northerly edge of the forest near the head of Kakapo Stream; on the west by lines drawn to cover the forest; and on the south by lines drawn to cover the forest, and by a line drawn from the Wilberforce parallel to and about 25 chains distant from the northern boundary.

All that parcel of land in the Canterbury Land District, containing about 1,400 acres, and numbered 3308 (in red), Block XIV. in the Wilberforce Survey District. Bounded on the east by the Browning's Pass track; on the north and south by lines parallel to the general direction of Boulderstone Stream (these lines are to cover the forest) and on the west by lines to cover the forest.

All that parcel of land in the Canterbury Land District, containing about 1,100 acres, and numbered 3309 (in red), Blocks II. and III. in the Okden Survey District. Bounded on the east by the Wilberforce River and Rural Sections Nos. 5188 and 5189; on the south by Rural Sections Nos. 5187, 5188, and 5189, and lines run to cover the forest; on the west by lines run to cover the forest, passing through Trig. Station E, Okden District; and on the north by lines run to cover the forest.

All that parcel of land in the Canterbury Land District, containing about 9,000 acres, and numbered 3310 (in red), in the Whitcombe Survey District, and Block I., Glenreek District. Bounded on the east by Rural Section No. 27821;

on the southward by the Rakaiia River; on the west by lines running from the Rakaiia River to cover the forest; and on the northward by lines parallel to the Rakaiia River to cover the forest.

All that parcel of land in the Canterbury Land District, containing about 350 acres, and numbered 3311 (in red), Blocks II. and VI. in the Alford Survey District. Bounded by lines run to cover the forest land on Chapman's Stream, east of and close to Trig. R.

All that parcel of land in the Canterbury Land District, containing about 100 acres, and numbered 3312 (in red), Block VI. in the Alford Survey District. Bounded on the south-west by Rural Section No. 29633; on the west, north, and east by lines to cover the forest in the continuation of the gully running through Rural Sections Nos. 29632 and 29633.

All that parcel of land in the Canterbury Land District, containing about 500 acres, and numbered 3313 (in red), Blocks VI., VII., X., and XI. in the Alford Survey District. Bounded on the south-west by Rural Sections Nos. 29637, 29639, and 29638; on the west by lines to include the forest; on the north by Sections Nos. 7637 and 5778, and lines drawn to cover the forest in the gullies near those sections; on the north-east by Forest Reserve No. 3119; and on the eastwards by Rural Section No. 2316, and lines to cover the forest immediately west of that section.

All that parcel of land in the Canterbury Land District, containing about 660 acres, and numbered 3314 (in red), Blocks V., VIII., and IX. in the Hutt Survey District. Bounded on the south-west by Reserve No. 3118; and on the west, north, and east by Run No. 100.

All that parcel of land in the Canterbury Land District, containing 800 acres, and numbered 3315 (in red), Blocks VIII. and IX. in the Hutt Survey District. Bounded towards the west and north-west generally by the Pudding Hill Stream, and Reserves Nos. 1116, 3117, and 3118; towards the north-east by Run No. 100; and towards the south-east by Sections Nos. 36497, 32444, 30516, 6017, 30917, 16800, 2571, Reserve No. 2713, and Section No. 13617.

All that parcel of land in the Canterbury Land District, containing about 200 acres, and numbered 3316 (in red), Blocks VIII. and IX. in the Hutt Survey District, being the forest north-west of and adjoining Section No. 3542. Bounded on all sides by Run No. 100; save and except the before-mentioned section, which is included within the above-described boundaries.

All that parcel of land in the Canterbury Land District, containing about 2,100 acres, and numbered 3317 (in red), in the Whitcombe and Ramsay Survey Districts. Bounded on the north by the Rakaiia River; on the east by Run No. 117; on the south by lines run to cover the forest; and on the west by lines run to cover the forest, and at right angles to the northern boundary; the southern boundary to average not less than half a mile from the northern boundary.

All that parcel of land in the Canterbury Land District, containing about 300 acres, and numbered 3318 (in red), in the Ramsay Survey District. Bounded on the west and north-west by the Lawrence River; and on the east and south-east by lines run to cover the forest, being to the westward of Mount Arrowsmith.

All that parcel of land in the Canterbury Land District, containing about 1,800 acres, and numbered 3319 (in red), in the Ramsay and Clyde Survey Districts. Bounded on the east by the Lawrence River; on the west by lines parallel to the east boundary, drawn to cover the forest, and being not less than half a mile on the average from the eastern boundary; and on the south and north by lines running back at about right angles to the eastern boundary, to cover forest.

All that parcel of land in the Canterbury Land District, containing about 800 acres, and numbered 3320 (in red), Block II. in the Clyde Survey District, being a strip of land on either side of the Maiden Flat Stream, extending from its junction with the Clyde River to its forks about two miles above the said junction, and having an average width of 25 chains on either side of the stream.

All that parcel of land in the Canterbury Land District, containing about 1,000 acres, and numbered 3321 (in red), in the Ramsay and Clyde Survey Districts. Bounded on the north-east by the Clyde River; on the south by Run No. 111; on the south-west by lines parallel to and not less than 25 chains distant from the north-eastern boundary, run to cover forest; on the north-west by lines at about right angles to the north-eastern boundary, to cover forest. The northern boundary is about four miles up the river from the southern boundary.

All that parcel of land in the Canterbury Land District, containing about 400 acres, and numbered 3322 (in red), in the Ramsay and Clyde Survey Districts; situated in the forest along the Maori River, and being a strip of land extending about 300 chains in the western branch and about 60 chains in the eastern branch, having an average depth of 25 chains, and bounded by lines to cover the forest.

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by the stream about half a mile north of Trig. E. Ward District.

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All that parcel of land in the Canterbury Land District, containing about 2,500 acres, and numbered 3315 (in red), in the Mueller and Tasman Survey Districts. Bounded on the westward by the River Dobson; and on the northward, eastward, and southward by lines to cover the principal forest lands on the east bank of the aforesaid river.

All that parcel of land in the Canterbury Land District, containing about 150 acres, and numbered 3316 (in red), in Blocks XII. and XIII, Mueller District. Bounded on the northward by the Birch Hill Stream; and on the south-east and south-west by lines to cover the bush or scrub on the south bank of the said stream.

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All that parcel of land in the Canterbury Land District, containing about 200 acres, and numbered 3317 (in red), in Blocks XII. and XIII, Mueller, and II. and III, Tasman Survey Districts. Bounded on the southward by Fred's Stream; and on the north-west and north-east by lines to cover the forest on the said stream to the westward of Section No. 33665.

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All that parcel of land in the Canterbury Land District, containing about 350 acres, and numbered 3350 (in red), in Blocks II. and III, Tasman Survey District. Bounded on the southward by Bush Stream and Rural Section No. 33676; and on the north-east and north-west by lines to cover the forest to the northward and westward of the said section.

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All that parcel of land in the Canterbury Land District, containing by admeasurement 165 acres 2 roods 32 perches, more or less, and numbered 3346 (in red), in Block III., Nimrod Survey District. Bounded on the north-west by Rural Section No. 36469; on the north-eastward by Rural Sections Nos. 3278, 4944, 24983, and a road-line; on the south-east by a road-line and Rural Section No. 36503; and on the south-west by the latter section.

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All that parcel of land in the Canterbury Land District, containing about 450 acres, and numbered 3347 (in red), in Block V., Waimate District. Bounded on the eastward by Rural Section No. 34855, a road-line, and Rural Sections Nos. 34341 and 23810; on the northward and southward respectively by lines in continuation of the northern and southern boundaries of the first- and last-mentioned sections; and on the westward by lines to cover the forest lying to the west of the above-mentioned sections.

Given under the hand of His Excellency the Right Honourable Uchter John Mark, Earl of Ranfurly; Knight Commander of the Most Distinguished Order of Saint Michael and Saint George; Governor and Commander-in-Chief in and over Her Majesty's Colony of New Zealand and its Dependencies; and issued under the Seal of the said Colony, at the Government House, at Wellington, this thirteenth day of August, in the year of our Lord one thousand eight hundred and ninety-eight.

J. CARROLL,

For Commissioner of State Forests.

Approved in Council.

ALEX. WILLIS,
Clerk of the Executive Council.

GOD SAVE THE QUEEN!

Vesting Control of the Traffic-bridge known as the Hurunui-Greta Bridge in the Cheviot County Council, and apportioning Cost of Maintenance.

(L.S.) RANFURLY, Governor.

A PROCLAMATION.

WHEREAS by section one hundred and fourteen of "The Public Works Act, 1894" (hereinafter termed "the said Act"), it is, *inter alia*, enacted that the Governor may, by Proclamation publicly notified, direct that any bridge already constructed, or which may hereafter be constructed, over or across any river or arm of the sea shall, from and after a date to be fixed by such Proclamation, be under the exclusive care, control, and management of such local authority as shall be mentioned in that Proclamation; and may by any such Proclamation as aforesaid fix and determine whether all or any, and if so, what part, of the cost, whether theretofore incurred or hereafter to be incurred, of maintaining, repairing, improving, or reconstructing any such bridge, is to be provided and paid by any local authority or authorities, and, if so, by what local authority or authorities; and may by any such Proclamation as aforesaid direct how and when and to whom any such payment is to be made.

And whereas by the said Act it is further provided that the Governor may, from time to time, with the view of determining whether it is expedient to vest the exclusive care,

control, management, and maintenance of any such bridge in any local authority, direct any person to be a Commissioner to inquire into and report to him upon any matter which he shall deem necessary to enable him to determine any such question as aforesaid:

And whereas a Commissioner was appointed and an inquiry was duly held with a view to determining what local authority could most conveniently and efficiently control the work mentioned in the Schedule hereto, and hereinafter referred to as "the said bridge," and what proportion of the cost of maintaining, repairing, improving, or reconstructing the said bridge should be paid by any, and, if so, which, local authority or authorities: And whereas such Commissioner did report to the Governor after due inquiry his opinion as to the matters respecting which he was appointed to report:

And whereas it is expedient to make provision under the said Act for the purposes and in the manner hereinafter set forth:

Now, therefore, I, Uchter John Mark, Earl of Ranfurly, the Governor of the Colony of New Zealand, in pursuance and in exercise of the power and authority vested in me by the said Act, and of all other powers and authorities in anywise enabling me in this behalf, do hereby proclaim and direct that the said work described in the Schedule hereto, and known as "the Hurunui-Greta Bridge," shall, from and after the date of this Proclamation, be under the exclusive care and control and management of the Cheviot County Council; and in further pursuance of the aforesaid powers and authorities I do hereby fix and determine that the cost of maintaining, repairing, improving, or reconstructing the said bridge shall be borne by the Cheviot County Council in the proportion of ninety per centum and the Waipara Road Board ten per centum of the cost.

And I do hereby fix and determine that the cost of maintaining, repairing, improving, or reconstructing the said bridge from time to time shall be borne by the said local bodies in the said proportions respectively.

And I do hereby also further direct that any contribution hereby required to be made as aforesaid by the Waipara Road Board shall be paid from time to time out of the funds of the said Road Board, within a period of thirty days after demand in writing made by or on behalf of the Cheviot County Council, and all such payments shall be made from time to time to the Clerk of the said County Council, for and on account of such Road Board.

SCHEDULE.

That bridge, known as the Hurunui-Greta Bridge, which crosses the Hurunui River at a point about two miles and a half below the confluence of the Kaiwara River with the Hurunui River, the site of the said bridge being shown upon the plan marked S.G. 25395, deposited in the Head Office of the Department of Lands and Survey, at Wellington, in the Wellington Land District, and thereon marked A.

Given under the hand of His Excellency the Right Honourable Uchter John Mark, Earl of Ranfurly; Knight Commander of the Most Distinguished Order of Saint Michael and Saint George; Governor and Commander-in-Chief in and over Her Majesty's Colony of New Zealand and its Dependencies; and issued under the Seal of the said Colony, at the Government House, at Wellington, this twelfth day of September, in the year of our Lord one thousand eight hundred and ninety-eight.

J. CARROLL,

For Minister of Lands.

GOD SAVE THE QUEEN!

Withdrawing Land in the Taranaki Land District from Special Settlement.

(L.S.) RANFURLY, Governor.

A PROCLAMATION.

IN pursuance and exercise of the powers and authorities conferred upon me by the one-hundred-and-sixty-second section of "The Land Act, 1892," I, Uchter John Mark, Earl of Ranfurly, the Governor of the Colony of New Zealand, do hereby declare that from and after the day of the date hereof the Proclamation of the twenty-fourth day of September, one thousand eight hundred and ninety-six, by His Excellency the Governor, setting apart the land described in the Schedule hereto for special settlement, shall be and the same is hereby revoked.

SCHEDULE.

TARANAKI LAND DISTRICT.

All that area in the Taranaki Land District, containing by admeasurement 2,978 acres 3 roods, more or less, being

LAND STATUS REPORT

for
Tenure Review

MT ALGIDUS

Prepared by Don McGregor, McGregor Property Services Limited
for and on behalf of Q.V.Valuations

April 2002

Project Number : QVV 364

This report has been prepared on the instruction of Land Information New Zealand in terms of **Contract No : 50272 (as yet undated)** and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

LAND STATUS REPORT for Mt Algidus Tenure Review		LIPS Ref: 12752
Property	1	of 1
Land District	Canterbury	
Legal Description	Run 269, situated in Blocks II VI IX X XI XIII XIV and XV Wilberforce, V VI VII VIII and IX Mathias, I II III V VI VII VIII and IX Oakden Survey Districts.	
Area	21424.0579 hectares.	
Status	Crown land subject to the Land Act 1948.	
Instrument of title / lease	Computer Interest Register (Pastoral Lease) CB574/69 pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal 834052.1.	
Encumbrances	Subject to Part IVA of the Conservation Act 1987, upon disposition.	
Statute	Land Act 1948 and Crown Pastoral Land Act 1998.	

Data Correct as at	2 April 2002.
[Certification Attached]	Yes

Prepared by	Don McGregor
Crown Accredited Supplier	McGregor Property Services Limited, Christchurch for and on behalf of Q.V. Valuations

Certification:

Pursuant to section 11(1)(f) 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 subject to the Land Act 1948.

R. Moulton

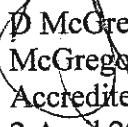
Date: 11/4/2002

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R Moulton, Chief Surveyor (Canterbury Land District)
Land Information New Zealand, Christchurch

CERTIFICATION

Report to the Chief Surveyor, Christchurch, for certification of Status Investigation for MT ALGIDUS Pastoral Lease Tenure Review.


1. I, Donald McGregor of McGregor Property Services Limited, acting for and on behalf of Q.V. Valuations, certify that the status report enclosed for certification is in order for signature.
2. In giving this certification I, Donald McGregor of McGregor Property Services Limited, acting for and on behalf of Q.V. Valuations, undertake 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.


D McGregor
McGregor Property Services Limited
Accredited Supplier
2 April 2002

CERTIFICATION

Report to the Chief Surveyor, Christchurch, for certification of Status Investigation for MT ALGIDUS Pastoral Lease Tenure Review.

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Donald McGregor
McGregor Property Services Limited
Accredited Supplier
2 April 2002

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LAND STATUS REPORT for Mt Algidus Tenure Review				LIPS Ref: 12752
Property	1	of	1	

Land District	Canterbury
Legal Description	Run 269, situated in Blocks II VI IX X XI XIII XIV and XV Wilberforce, V VI VII VIII and IX Mathias, I II III V VI VII VIII and IX Oakden Survey Districts.
Area	21424.0579 hectares.
Status	Crown land subject to the Land Act 1948.
Incumbent of title / lease	Computer Interest Register (Pastoral Lease) CB574/69 pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal 834052.1.
Encumbrances	Subject to Part IVA of the Conservation Act 1987, upon disposition.
Statute	Land Act 1948 and Crown Pastoral Land Act 1998.

Data Correct as at	2 April 2002.
[Certification Attached]	Yes

Prepared by	Don McGregor
Crown Accredited Supplier	McGregor Property Services Limited, Christchurch for and on behalf of Q.V. Valuations

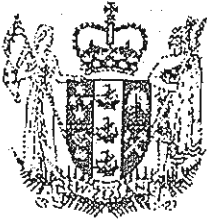
Certification:

Pursuant to section 11(1)(f) 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 subject to the Land Act 1948.

R. Moulton

Date: 11/4/2002

.....
 R Moulton, Chief Surveyor (Canterbury Land District)
 Land Information New Zealand, Christchurch



COMPUTER INTEREST REGISTER
UNDER LAND TRANSFER ACT 1952



Historical Search Copy

R. W. Muir
Registrar-General
of Land

Identifier **CB574/69**
Land Registration District **Canterbury**
Date Registered **04 May 1954 10:37 am**

Type	Lease under s83 Land Act 1948		
Area	21424.0579 hectares more or less	Term	Thirty three years commencing on the first day of July 1954 and extended for 33 years commencing on 1.7.1987

Legal Description Run 269 and Part Reserve 408

Original Proprietors

Hamish George Innes as to a 1/4 share

Philippa Mary Innes as to a 1/4 share

Hamish George Innes, Philippa Mary Innes and Geoffrey Peter Philp Cone as to a 1/2 share

Interests

465067 Certificate of Alteration altering the annual rent to £300. Note: pursuant to Section 58 of the Land Act 1948, a strip of land one chain in width along the banks of all streams and rivers is excluded from the within lease - 27.8.1957 at 1.50 pm

834052.1 Variation of the within Lease and extension of the term for 33 years commencing on 1.7.1987 - 24.10.1989 at 11.18 am

A126333.4 Mortgage to Wrightson Farmers Finance Limited - 1.8.1994 at 11.50 am

5019773.1 Discharge of Mortgage A126333.4 - 23.1.2001 at 9:00 am

5019773.2 Transfer of the 1/2 share of Hamish George Innes, Philippa Mary Innes and Geoffrey Peter Philip Cone to Hamish George Innes, Philippa Mary Innes, Geoffrey Peter Philip Cone and Robert Kirkpatrick Simpson - 23.1.2001 at 9:00 am

5019773.3 Mortgage to Rabobank New Zealand Limited - 23.1.2001 at 9:00 am

Identifier

CB574/69

Entered in the Register-Book, Vol. 574 fol. 69
 1954, at 10.17 am o'clock
 G. W. G. Land Registrar.

CANTERBURY
 LAND DISTRICT

Pastoral Lease of Pastoral Land under the Land Act, 1948
 No. P. 39

This Deed, made the first day of March one thousand nine hundred and fifty-four between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and MATHIAS S.D. WILBERFORCE and GEORGE VINCENT GRARD, of Rotherham, England Bishop of the Church of England (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 these pieces or parcels of land containing by admeasurement fifty-six thousand two hundred and fifty (56,250) acres situated in the Land District of Canterbury and being Run 269 "Mt. Algidus" situated in Mathias, Wilberforce and Oakden Survey Districts, Selwyn County.



(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. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of thirty-three years, commencing on the first day of July one thousand nine hundred and fifty-four together with the period between the date of this lease and the aforesaid first day of July

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 Canterbury the clear annual rent of Two hundred and fifty five pounds (\$255. 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 _____ pounds and _____ shillings by deposit of _____ pounds and _____ shillings on the 1st day of January and _____ pounds and _____ shillings on the 1st day of July in each year in the aforesaid term.

AND the Lessee doth hereby covenant with the Lessor as follows, that he in any—

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 she will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that may, 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 all residences 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, 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 fence 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 Canterbury (hereinafter referred to as "the Commissioner") set out and trim all his fences and hedges, dikes and hays along the said land of all sections or parts, and will comply strictly with the provisions of the Statute in that behalf made.
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 brags open all drains, ditches, 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 drain or watercourse or stop or divert the water flowing therein.
8. THAT the Lessee will at all times during the said term repair and maintain and keep in good 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 in their full insurable value in the name of the Commissioner in case 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, cut, 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, stock-raising, or building purpose 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 Statute in that behalf made, burn any timber, wood, fire, or grass on the said land, nor permit or cause to be burnt, mowed, or grass on the said land to be burnt, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such terms and conditions as the Commissioner may deem necessary.
12. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of ingress, egress, and 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.

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

- (1) THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil.
- (2) 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 land or the soil of the said land, and all minerals so 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 by improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals: Provided that (they 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 way or used or situated within the Lessee's yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any building: dwellings-house) Provided also that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, household, stock-raising, or building purpose on the said land, but not otherwise.
- (3) THAT upon the expiration or effluxion of time of the term hereby granted and thereafter at the expiration of such remaining term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 64 (3) of the Land Act, 1948, a new lease of the land hereby leased or 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 proviso.

Identifier

CB574/69

574/69

- (2) THAT the Lessee shall have no right of acquiring the fee-simple of the said land.
- (3) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary:
 - (a) Cultivate any portion of the said land for the purpose of growing winter food for the stock deputed thereon;
 - (b) Dry such area of the said land as is sufficient for the use of himself and family and his employees;
 - (c) Plough and sow in grass any portion of the said land;
 - (d) Clear any portion of the said land by felling and burning brush or scrub and sow the land so cleared in grass;
 - (e) Engage over 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 pasture and grasses to the satisfaction of the Commissioner.
- (4) THAT the Lessee shall exercise due care in stocking the said land and shall not overstock; and shall comply with the provisions of the Land Act, 1940, and the provisions of any regulations made thereunder applicable to such lease shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out therein.
- (5) THAT the Lessee shall have New Zealand as absolute 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 imposed or implied to 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 Lessee, then the Land Settlement Board may, subject to the provisions of section 146 of the Land Act, 1940, 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 past breach of any covenant or condition of the lease.
- (6) THAT these provisions are intended to take effect as a pastoral lease under the Land Act, 1940, and the provisions of the said Act and of the regulations made thereunder applicable to such lease shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out therein.
- (7) THAT the Lessee shall be deemed not to have failed to use due care in stocking or to have overstocked so long as the number of sheep deputed on the said ECHENHILL land does not exceed 7150 (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, ~~at any time and in his absolute discretion~~ permit the Lessee to depature thereon any greater number should he deem it advisable or expedient to do so. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and in particular in the event of a transfer. Any variation consented to by the Commissioner shall not effect the rent payable hereunder.

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

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

Witness: [Signature]

Occupation: Land Office Clerk

Address: Christchurch

Signed by his Attorney DONALD SINCLAIR MURCHISON

Witness: [Signature]

Occupation: Solicitor

Address: Christchurch

[Signature]
Assistant Commissioner of Crown Lands

George Vincent Gerard
By his Attorney DONALD SINCLAIR MURCHISON

I DONALD SINCLAIR MURCHISON of Christchurch, Solicitor, do solemnly and sincerely declare as follows:

- 1. I have executed the foregoing Pastoral Lease as the attorney and in the name of the therein named and described George Vincent Gerard under and by virtue of a certain Power of Attorney bearing date the 29th day of November 1944, a copy of which said Power of Attorney is deposited in the Land Registry Office at Christchurch under No. 7941.
 - 2. I have not received any notice or information of the revocation of the said Power of Attorney by death or otherwise and I verily believe the same to be in full force and effect.
- AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the Justices of the Peace Act, 1927.

DECLARED at Christchurch this
5th day of april
1954, Before me
[Signature]
A Solicitor of the Supreme Court of New Zealand.

LAND & DEEDS
Mailed [Signature]
Date 10 MAY 1954
Time 10:32 a.m.

header or not oblig.

44507. Certificate of attention prepared in which I have been directed to verify the accuracy of the information furnished to me by the Registrar of Land and the Registrar of Deeds in relation to the above mentioned Pastoral Lease. I have done so and find that the same is correct and true. I have also verified the date of the said lease and find that it is correct and true. I have also verified the date of the said lease and find that it is correct and true. I have also verified the date of the said lease and find that it is correct and true.

THIS REPRODUCTION (ON A REDUCED SCALE) CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL REGISTERED FOR THE PURPOSES OF SECTION 115A LAND TRANSFER ACT 1952.

= OVER = [Signature] A.L.R.

Identifier

CB574/69

C.T. 574/69

Certificate of Alteration 951200 altering the area of the within land to 21715.4315 hectares - 21.3.1974 at 10.45 a.m.

A.L.R.

Transfer 960403 to Allen Christopher Sykes Richards of Mt. Algidus, Sheepfarmer - 30.5.1974 at 2 p.m.

A.L.R.

Mortgage 960404 to George Vincent Gerard, Richard Geoffrey Gerard and Neil Stephen Murchison - 30.5.1974 at 12 p.m.

A.L.R.

Mortgage 960405 to Thomas Maxwell Richards - 30.5.1974 at 2 p.m.

27543/1

/Certificate of Alteration altering the area of the within land to 21 691.1504 hectares - 6.3.1975 at 9.05 a.m.

A.L.R.

27543/2 Certificate of Alteration altering the area of the within land to 21 424.0579 hectares - 6.3.1975 at 9.05 a.m.

A.L.R.

Mortgage 41744/1 to Rural Banking and Finance Corporation of New Zealand - 9.7.1975 at 9 a.m.

A.L.R.

Mortgage 161611/1 to Rural Banking and Finance Corporation of New Zealand - 23.12.1977 at 9.07 a.m.

A.L.R.

Variation of Mortgage 41744/1 - 20.4.1978 at 11.27 am.

A.L.R.

Mortgage 227975A/1 to Rural Banking and Finance Corporation - 25.12.1979 at 10.10 am.

A.L.R.

Mortgage 256699/2 to Mutual Life Assurance Society - 17.12.1979 at 11.32 am.

A.L.R.

No. 256699/3 Memorandum of Priority making Mortgages 256699/2, 960405, 41744/1, 161611/1 and 227975A/1 first second, third, fourth and fifth mortgages respectively - 17.12.1979 at 11.32 a.m.

for A.L.R.

Variation of Mortgage 227975A/1 - 7-3-1980 at 10.18a.m.

Variation of Mortgage 41744/1 - 22-5-1980 at 9.25a.m.

Variation of Mortgage 227975A/1 - 22-5-1980 at 9.25a.m.

Variation of Mortgage 41744/1 - 10-11-1981 at 11.29a.m.

Variation of Mortgage 161611/1 - 10-11-1981 at 11.29a.m.

Variation of Mortgage 227975A/1 - 22-12-1981 at 11.53a.m.

Variation of Mortgage 161611/1 - 27-9-1982 at 10.36a.m.

No. 434894/1 Variation of Claim Under Section 42 OF THE MATRIMONIAL PROPERTY ACT 1976 - 19.5.1983 at 11.32 am

A.L.R.

Variation of Mortgage 960405 - 29.9.1983 at 10.42 a.m.

for A.L.R.

Transfer 565760/7 to Graham Leslie Nell of Rakaia Gorge, Farmer (as to a 3/8ths share), Sally Anne Nell his wife (as to a 3/8ths share) and the said Graham Leslie Nell and Sally Anne Nell jointly (as to a 1/4 share) as tenants in common in the shares stated - 11.9.1985 at 10.45am.

A.L.R.

Mortgage 565761/1 to Bank of New Zealand - 11.9.1985 at 10.45am.

A.L.R.

Mortgage 565761/2 to G.C. Farmers Finance Limited - 11.9.1985 at 10.45am.

A.L.R.

No. 834052/1 Variation of the within Lease and extension of the term for 33 years commencing on 1.7.1987 - 24.10.1989 at 11.18am

for A.L.R.

OVER.....



Identifier

CB574/69

Transfer A126333/3 to Hamish George Innes
of Darfield, Farmer (as to a one-quarter
share) and Philippa Mary Innes of Darfield,
Farmer (as to a one-quarter share) and
Hamish George Innes and Philippa Mary Innes
both of Darfield, Farmers and Geoffrey
Peter Philp Cone of Christchurch, Solicitor
(jointly inter se as to a one-half share)
as tenants in common in the said shares -
1.8.1994 at 11.50am

C. M. M. M.

for A.L.R.
Mortgage A126333/4 to Wrightson Farmers
Finance Limited - 1.8.1994 at 11.50am

C. M. M. M.

for A.L.R.

HER MAJESTY THE QUEEN


Lessor

Graham Leslie NELL
Sally Anne NELL

Lessee


Particulars entered in the Register on
date and at the time received below

DISTRICT LAND REGISTRY



District
Assistant Land Registrar
CANTERBURY

MWO_0020977



11.18 24.OCT 89 C 834052/1
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY CANTERBURY

REC-107788

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

AND

IN THE MATTER of Pastoral Lease P 39 registered in Volume 574, folio 69 Canterbury Land Registry, from HER MAJESTY THE QUEEN to GRAHAM

LESLIE NELL of Rakaia Gorge, Farmer (as to a 3/8ths share), SALLY ANNE NELL his wife (as to a 3/8ths share) and the said GRAHAM LESLIE NELL and SALLY ANNE NELL jointly (as to a 1/4 share) as tenants in common in the shares stated.

Pursuant to Section 170 of the Land Act 1948 the term of the abovementioned lease registered in Volume 574, folio 69, Canterbury Land Registry, is renewed for a term of 33 years commencing on the 1st day of July 1987. The Covenant to pay rent and the Rental Value contained in the lease is hereby varied by deleting the said covenant and substituting the following:

Yielding and paying therefor for the first 11 years of the said term unto Land Corporation Limited at Christchurch the annual rent of \$ 6262.50 calculated on a Rental Value of \$ 417 500.00 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 period of 11 years (it being acknowledged by the parties hereto that the Lessee requires the said value to be determined by the Land Valuation Tribunal and should the value be altered then the Lessor will vary this lease having regard to the Tribunal's decision), and for the next two successive periods of 11 years of the said term a rent determined in respect of each of those periods in the manner provided in Section 132A of the Land Act 1948.

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

IN WITNESS WHEREOF the parties have hereunto subscribed their name this 6th day of April 1988

SIGNED for and on behalf of HER MAJESTY THE QUEEN pursuant to a Deed lodged with the District Land Registrar as No. 686366/1 by LAND CORPORATION LIMITED by its Attorney TARITA ALISON FAIFAI GILMOUR in the presence of: LAND CORPORATION LIMITED by its Attorney

Jagilmour

Witness: Diane Fitzroy Jones Occupation: PROPERTY OFFICER Address: LANDCORP, CHRISTCHURCH

SIGNED by the said GRAHAM LESLIE NELL and SALLY ANNE NELL as lessee in the presence of:

Sally Annell Lessee Graham Leslie Nell Lessee

Witness: Occupation: Solicitor Address: Christchurch

Correct for the purposes of the Land Transfer Act.

Solicitor for the Lessee

I, TARITA ALISON FAIFAI GILMOUR of Christchurch, Property Officer

HEREBY CERTIFY -

1. THAT by Deed dated the 12th day of June 1987 copies of which are deposited in the Land Registry Offices at -

AUCKLAND (North Auckland Registry) and there numbered B678573
BLENHEIM (Marlborough Registry) and there numbered 136439
CHRISTCHURCH (Canterbury Registry) and there numbered 686366/2
DUNEDIN (Otago Registry) and there numbered 681189/1
GISBORNE (Poverty Bay Registry) and there numbered 167089.2
HAMILTON (South Auckland Registry) and there numbered H734777
HOKITIKA (Westland Registry) and there numbered 076748
INVERCARGILL (Southland Registry) and there numbered 141782
NAPIER (Hawkes Bay Registry) and there numbered 478751.2
NELSON (Nelson Registry) and there numbered 269962.1
NEW PLYMOUTH (Taranaki Registry) and there numbered 341775
WELLINGTON (Wellington Registry) and there numbered 860782.2

LAND CORPORATION LIMITED at Wellington carrying on the business of land management appointed me its Attorney on the terms and subject to the conditions set out in the said Deed.

2. THAT at the date hereof I was Property Officer of the said Corporation.
3. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said LAND CORPORATION LIMITED or otherwise.

SIGNED at Christchurch
this 6th day of April
1988

)
)
)

Tarita Gilmour

L. & S.—B. 6

CERTIFICATE OF ALTERATION UNDER SECTION 113, LAND ACT 1948

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

and

IN THE MATTER of lease (P. 39 ~~licence~~) from HER MAJESTY THE QUEEN to ALLEN CHRISTOPHER SYKES RICHARDS of Hororata, Farmer, lessee of Run 269 "Mt Algidus" situated in Mathias, Wilberforce and Oakden Survey Districts Area: 21 691.1504 hectares

registered in

Vol. 574 , folio 69 , Canterbury Land Registry.

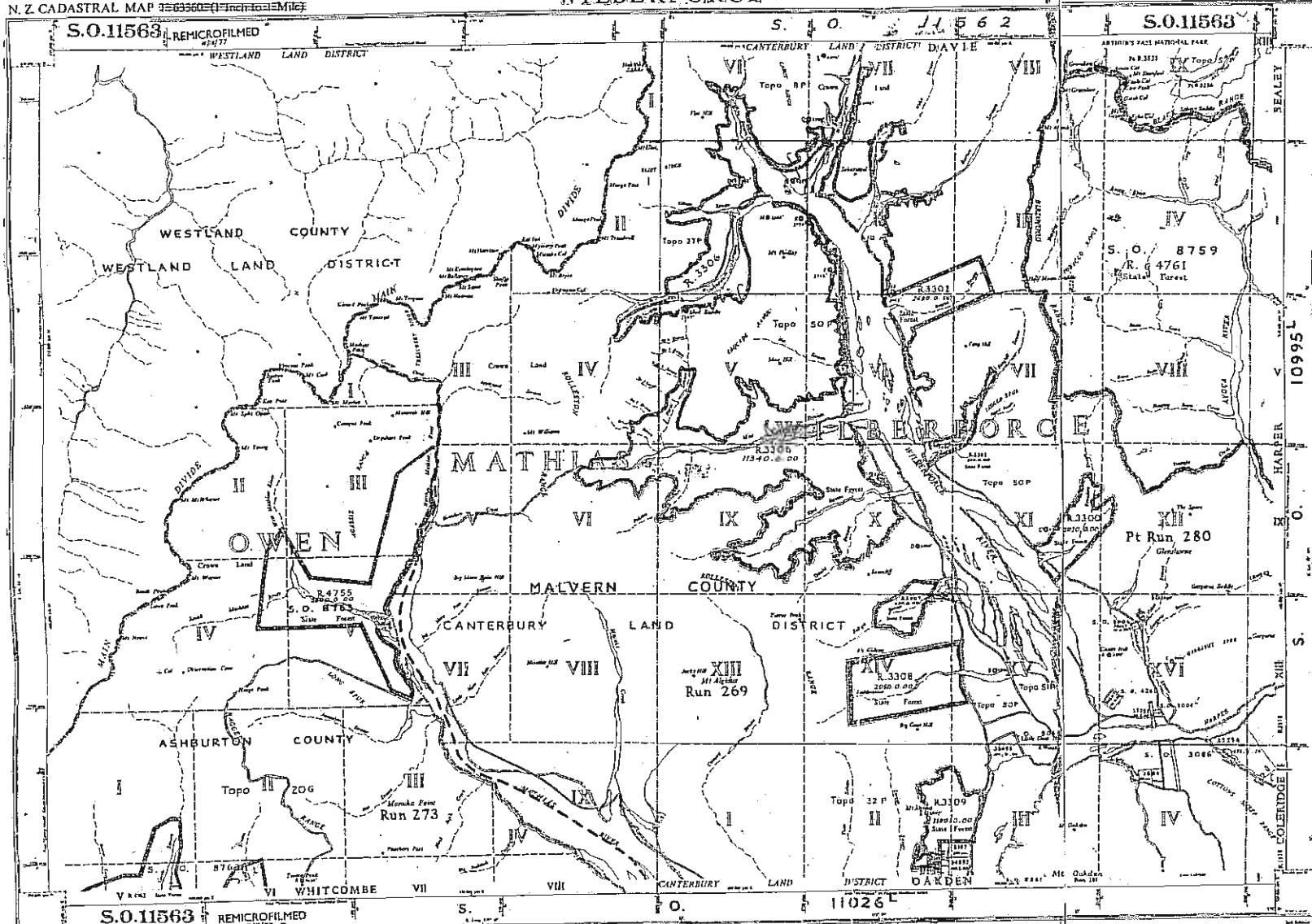
This is to certify that the area in the above described lease has been decreased to 21 424.0579 hectares owing to re-interpretation of S.O. Plan 11563^L.

Area of C.L. 574/69 amended to 21424.0579ha.

J.P.A. 13/3/75

As witness my hand, this 22nd day of October 1974

H. C. Cunningham
Amb. Commissioner of Crown Lands.



This plan represents the most accurate planimetric definition available at this date of the boundaries of the lands listed below

M. Jones
 Chief Surveyor
 26/12/76

Schedule

Appellation	Former Area	New Area	Gazette Notice
R. 3300	2040.0 0.00	2050.0 0.00	Gas 1958 p.2457
R. 3301	500.0 0.00	500.0 0.00	
R. 3302	2300.0 0.00	2300.0 0.00	
R. 3303	1000.0 0.00	1000.0 0.00	
R. 3304	600.0 0.00	600.0 0.00	
R. 3305	2000.0 0.00	2000.0 0.00	
R. 3306	1000.0 0.00	1000.0 0.00	
R. 3307	2000.0 0.00	2000.0 0.00	
R. 3308	2000.0 0.00	2000.0 0.00	
R. 3309	2000.0 0.00	2000.0 0.00	
R. 3310	2000.0 0.00	2000.0 0.00	
R. 3311	2000.0 0.00	2000.0 0.00	
R. 3312	2000.0 0.00	2000.0 0.00	
R. 3313	2000.0 0.00	2000.0 0.00	
R. 3314	2000.0 0.00	2000.0 0.00	
R. 3315	2000.0 0.00	2000.0 0.00	
R. 3316	2000.0 0.00	2000.0 0.00	
R. 3317	2000.0 0.00	2000.0 0.00	
R. 3318	2000.0 0.00	2000.0 0.00	
R. 3319	2000.0 0.00	2000.0 0.00	
R. 3320	2000.0 0.00	2000.0 0.00	

Run No.	Former Area	New Area	Amending Plan No.
269	11340.0 0.00	11340.0 0.00	
271	7200.0 0.00	7200.0 0.00	
273	11000.0 0.00	11000.0 0.00	
280	7000.0 0.00	7000.0 0.00	
281	7000.0 0.00	7000.0 0.00	
282	7000.0 0.00	7000.0 0.00	

Scale: 60 chains to an inch (Scale 1:63360) (Scale 1:100,000)

DATE OF THIS GRAPH: 11/1977

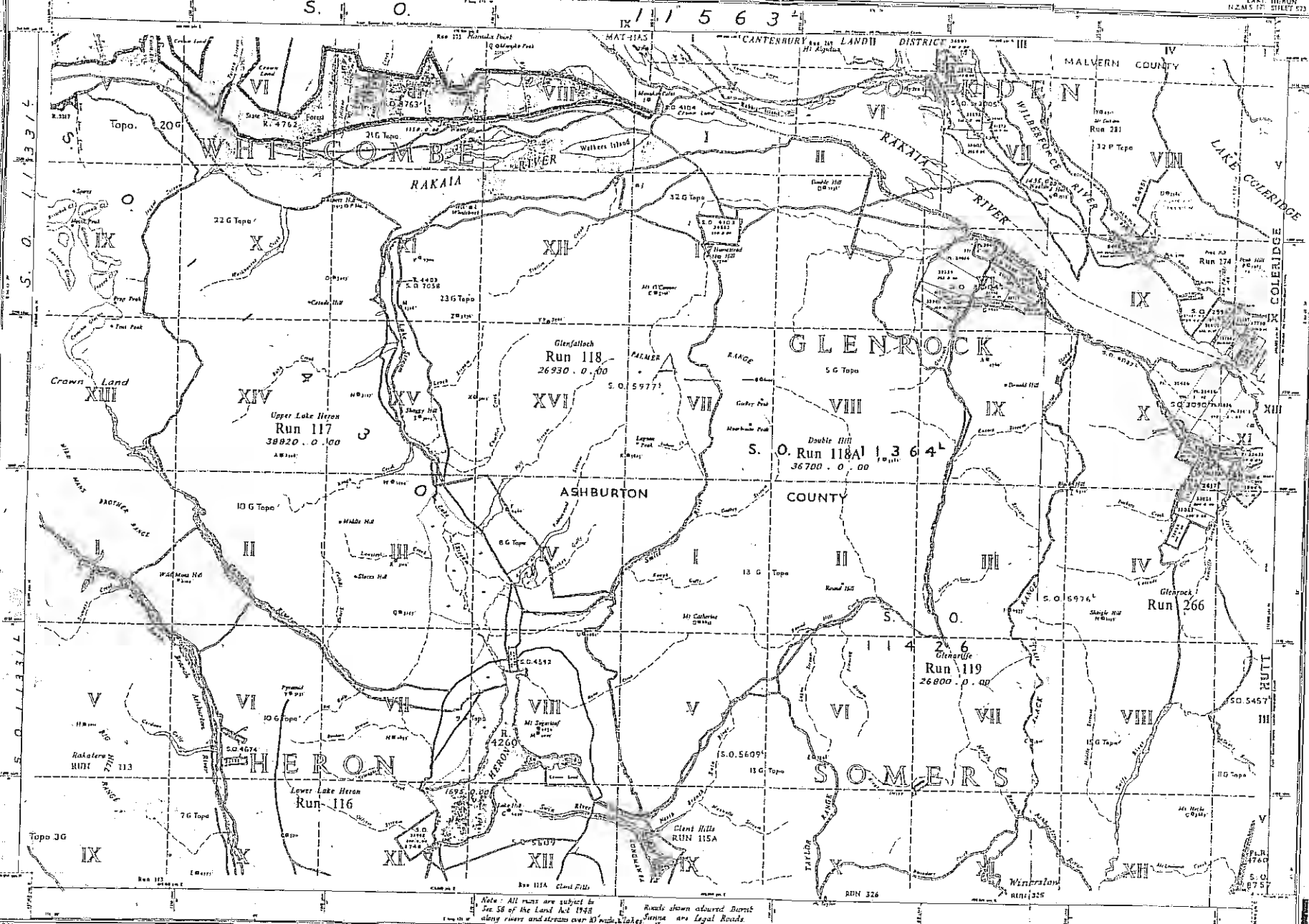
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REMICROFILMED 11/1977

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RELEASED UNDER THE OFFICIAL INFORMATION ACT

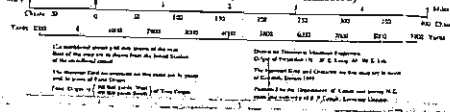


Run No	Former Area
117	(24,700 ac)
115A	(20,700 ac)
116	(21,000 ac)
117	(24,042 ac)
118	(24,700 ac)
115A	(20,700 ac)
119	(21,000 ac)
266	(23,028 ac)
269	(26,250 ac)
274	(24,910 ac)

Note: All runs are subject to the 58th of the Land Act 1948 along rivers and streams over 40 wide. Lakes shown coloured burnt sense are legal Runs.

Scale: 60 chains to an inch (approx)

Scale: 1:63360 (1 inch to 1 Mile)



PRICE TO BUYERS UNLESS AND ADDING 10%		
\$64	\$65	\$66
CR I	CR II	CR III
\$72	\$73	\$74
CR IV	CR V	CR VI
\$80	\$81	\$82

CR 10	MATHIAS
CR 11	WILKINSON
CR 12	GLENROCK
CR 13	GLASHBY
CR 14	COLERIDGE
CR 15	HERON
CR 16	SOMERS
CR 17	MUTT

GRID REFERENCE	
SECTION	SECTION
117	118
119	120
121	122
123	124
125	126
127	128
129	130
131	132
133	134
135	136
137	138
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197	198
199	200

177
SHEET 573
LAKE HERON

References:
 - 1948 Land Act
 - 1949 Land Act
 - 1950 Land Act
 - 1951 Land Act
 - 1952 Land Act
 - 1953 Land Act
 - 1954 Land Act
 - 1955 Land Act
 - 1956 Land Act
 - 1957 Land Act
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 - 2016 Land Act
 - 2017 Land Act
 - 2018 Land Act
 - 2019 Land Act
 - 2020 Land Act
 - 2021 Land Act
 - 2022 Land Act
 - 2023 Land Act
 - 2024 Land Act
 - 2025 Land Act

LAND STATUS REPORT

for
Tenure Review

MT ALGIDUS

Prepared by Don McGregor, McGregor Property Services Limited
for and on behalf of Q.V.Valuations

April 2002

Project Number : QVV 364

This report has been prepared on the instruction of Land Information New Zealand in terms of **Contract No : 50272 (as yet undated)** and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

LAND STATUS REPORT for Mt Algidus Tenure Review		LIPS Ref: 12752
Property	1	of 1
Land District	Canterbury	
Legal Description	Run 269, situated in Blocks II VI IX X XI XIII XIV and XV Wilberforce, V VI VII VIII and IX Mathias, I II III V VI VII VIII and IX Oakden Survey Districts.	
Area	21424.0579 hectares.	
Status	Crown land subject to the Land Act 1948.	
Instrument of title / lease	Computer Interest Register (Pastoral Lease) CB574/69 pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal 834052.1.	
Encumbrances	Subject to Part IVA of the Conservation Act 1987, upon disposition.	
Statute	Land Act 1948 and Crown Pastoral Land Act 1998.	

Data Correct as at	2 April 2002.
[Certification Attached]	Yes

Prepared by	Don McGregor
Crown Accredited Supplier	McGregor Property Services Limited, Christchurch for and on behalf of Q.V. Valuations

Certification:

Pursuant to section 11(1)(f) 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 subject to the Land Act 1948.

R. Moulton

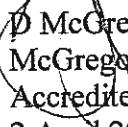
Date: 11/4/2002

.....
R Moulton, Chief Surveyor (Canterbury Land District)
Land Information New Zealand, Christchurch

CERTIFICATION

Report to the Chief Surveyor, Christchurch, for certification of Status Investigation for MT ALGIDUS Pastoral Lease Tenure Review.

1. I, Donald McGregor of McGregor Property Services Limited, acting for and on behalf of Q.V. Valuations, certify that the status report enclosed for certification is in order for signature.
2. In giving this certification I, Donald McGregor of McGregor Property Services Limited, acting for and on behalf of Q.V. Valuations, undertake 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.




D McGregor
McGregor Property Services Limited
Accredited Supplier
2 April 2002

CERTIFICATION

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Donald McGregor
McGregor Property Services Limited
Accredited Supplier
2 April 2002

Project Number : QVV 364

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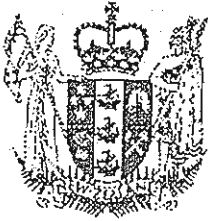
Certification:

Pursuant to section 11(1)(f) 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 subject to the Land Act 1948.

R. Moulton

Date: 11/4/2002

.....
 R Moulton, Chief Surveyor (Canterbury Land District)
 Land Information New Zealand, Christchurch



COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952



Historical Search Copy


R.W. Muir
Registrar-General
of Land

Identifier CB574/69
Land Registration District Canterbury
Date Registered 04 May 1954 10:37 am

Type	Lease under s83 Land Act 1948		
Area	21424.0579 hectares more or less	Term	Thirty three years commencing on the first day of July 1954 and extended for 33 years commencing on 1.7.1987

Legal Description Run 269 and Part Reserve 408

Original Proprietors

Hamish George Innes as to a 1/4 share

Philippa Mary Innes as to a 1/4 share

Hamish George Innes, Philippa Mary Innes and Geoffrey Peter Philp Cone as to a 1/2 share

Interests

465067 Certificate of Alteration altering the annual rent to £300. Note: pursuant to Section 58 of the Land Act 1948, a strip of land one chain in width along the banks of all streams and rivers is excluded from the within lease - 27.8.1957 at 1.50 pm

834052.1 Variation of the within Lease and extension of the term for 33 years commencing on 1.7.1987 - 24.10.1989 at 11.18 am

A126333.4 Mortgage to Wrightson Farmers Finance Limited - 1.8.1994 at 11.50 am

5019773.1 Discharge of Mortgage A126333.4 - 23.1.2001 at 9:00 am

5019773.2 Transfer of the 1/2 share of Hamish George Innes, Philippa Mary Innes and Geoffrey Peter Philip Cone to Hamish George Innes, Philippa Mary Innes, Geoffrey Peter Philip Cone and Robert Kirkpatrick Simpson - 23.1.2001 at 9:00 am

5019773.3 Mortgage to Rabobank New Zealand Limited - 23.1.2001 at 9:00 am

Identifier

CB574/69

Entered in the Register-Book, Vol. 574 fol. 69
 1954, at 10.17 am o'clock
 G. W. G. Land Registrar.

CANTERBURY
 LAND DISTRICT

Pastoral Lease of Pastoral Land under the Land Act, 1948
 No. P. 39

This Deed, made the first day of March one thousand nine hundred and fifty-four between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and MATHIAS S.D. WILBERFORCE and GEORGE VINCENT GRABO, of Rotherham, England Bishop of the Church of England (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 these pieces or parcels of land containing by admeasurement fifty-six thousand two hundred and fifty (56,250) acres situated in the Land District of Canterbury and being Run 269 "Mt. Algidus" situated in Mathias, Wilberforce and Oakden Survey Districts, Selwyn County.



(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. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of thirty-three years, commencing on the first day of July one thousand nine hundred and fifty-four together with the period between the date of this lease and the aforesaid first day of July

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 Canterbury the clear annual rent of Two hundred and fifty five pounds (\$255. 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 _____ pounds and _____ shillings by deposit of _____ pounds and _____ shillings on the 1st day of January and _____ pounds and _____ shillings on the 1st day of July in each year in the aforesaid term.

- AND the Lessee doth hereby covenant with the Lessor as follows, that he 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 she will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that may, 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 all residences 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, 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 fence 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 Canterbury (hereinafter referred to as "the Commissioner") set out and trim all his fences and hedges, dikes and hays along the said land of all sections or parts, and will comply strictly with the provisions of the Statute in that behalf made.
 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 brags open all drains, ditches, dykes, 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 drain or watercourse or stop or divert the water flowing therein.
 8. THAT the Lessee will at all times during the said term repair and maintain and keep in good 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 in their full insurable value in the name of the Commissioner in case 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, cut, 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, stock-raising, or building purpose 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 Statute in that behalf made, burn any timber, wood, fire, or grass on the said land, nor permit or cause to be burnt, mowed, or grass on the said land to be burnt, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such terms and conditions as the Commissioner may deem necessary.
 12. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of ingress, egress, and 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 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.

- AND it is hereby agreed and declared by and between the Lessee and the Lessor:
- (1) THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil.
 - (2) 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 land or the soil of the said land, and all minerals so 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 by improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals: Provided that (they 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 way or used or situated within the Lessee's yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any building: dwellings-house) Provided also that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, household, stock-raising, or building purpose on the said land, but not otherwise.
 - (3) THAT upon the expiration or effluxion of time of the term hereby granted and thereafter at the expiration of such remaining term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 64 (3) of the Land Act, 1948, a new lease of the land hereby leased or 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 proviso.

Identifier

CB574/69

C.T. 574/69

Certificate of Alteration 951200 altering the area of the within land to 21715.4315 hectares - 21.3.1974 at 10.45 a.m.

A.L.R.

Transfer 960403 to Allen Christopher Sykes Richards of Mt. Algidus, Sheepfarmer - 30.5.1974 at 2 p.m.

A.L.R.

Mortgage 960404 to George Vincent Gerard, Richard Geoffrey Gerard and Neil Stephen Murchison - 30.5.1974 at 12 p.m.

A.L.R.

Mortgage 960405 to Thomas Maxwell Richards - 30.5.1974 at 2 p.m.

27543/1

/Certificate of Alteration altering the area of the within land to 21 691.1504 hectares - 6.3.1975 at 9.05 a.m.

A.L.R.

27543/2 Certificate of Alteration altering the area of the within land to 21 424.0579 hectares - 6.3.1975 at 9.05 a.m.

A.L.R.

Mortgage 41744/1 to Rural Banking and Finance Corporation of New Zealand - 9.7.1975 at 9 a.m.

A.L.R.

Mortgage 161611/1 to Rural Banking and Finance Corporation of New Zealand - 23.12.1977 at 9.07 a.m.

A.L.R.

Variation of Mortgage 41744/1 - 20.4.1978 at 11.27 am.

A.L.R.

Mortgage 227975A/1 to Rural Banking and Finance Corporation - 25.12.1979 at 10.10 am.

A.L.R.

Mortgage 256699/2 to Mutual Life Assurance Society - 17.12.1979 at 11.32 am.

A.L.R.

No. 256699/3 Memorandum of Priority making Mortgages 256699/2, 960405, 41744/1, 161611/1 and 227975A/1 first second, third, fourth and fifth mortgages respectively - 17.12.1979 at 11.32 a.m.

for A.L.R.

Variation of Mortgage 227975A/1 - 7-3-1980 at 10.18a.m.

Variation of Mortgage 41744/1 - 22-5-1980 at 9.25a.m.

Variation of Mortgage 227975A/1 - 22-5-1980 at 9.25a.m.

Variation of Mortgage 41744/1 - 10-11-1981 at 11.29a.m.

Variation of Mortgage 161611/1 - 10-11-1981 at 11.29a.m.

Variation of Mortgage 227975A/1 - 22-12-1981 at 11.53a.m.

Variation of Mortgage 161611/1 - 27-9-1982 at 10.36a.m.

No. 434894/1 Variation of Claim Under Section 42 OF THE MATRIMONIAL PROPERTY ACT 1976 - 19.5.1983 at 11.32 am

A.L.R.

Variation of Mortgage 960405 - 29.9.1983 at 10.42 a.m.

for A.L.R.

Transfer 565760/7 to Graham Leslie Nell of Rakaia Gorge, Farmer (as to a 3/8ths share), Sally Anne Nell his wife (as to a 3/8ths share) and the said Graham Leslie Nell and Sally Anne Nell jointly (as to a 1/4 share) as tenants in common in the shares stated - 11.9.1985 at 10.45am.

A.L.R.

Mortgage 565761/1 to Bank of New Zealand - 11.9.1985 at 10.45am.

A.L.R.

Mortgage 565761/2 to G.C. Farmers Finance Limited - 11.9.1985 at 10.45am.

A.L.R.

No. 834052/1 Variation of the within Lease and extension of the term for 33 years commencing on 1.7.1987 - 24.10.1989 at 11.18am

for A.L.R.

OVER.....



Identifier

CB574/69

Transfer A126333/3 to Hamish George Innes
of Darfield, Farmer (as to a one-quarter
share) and Philippa Mary Innes of Darfield,
Farmer (as to a one-quarter share) and
Hamish George Innes and Philippa Mary Innes
both of Darfield, Farmers and Geoffrey
Peter Philp Cone of Christchurch, Solicitor
(jointly inter se as to a one-half share)
as tenants in common in the said shares -
1.8.1994 at 11.50am

C. M. M. M.

for A.L.R.
Mortgage A126333/4 to Wrightson Farmers
Finance Limited - 1.8.1994 at 11.50am

C. M. M. M.

for A.L.R.

HER MAJESTY THE QUEEN


Lessor

Graham Leslie NELL
Sally Anne NELL

Lessee


Particulars entered in the Register on
date and at the time received below

DISTRICT LAND REGISTRY



District
Assistant Land Registrar
CANTERBURY

MWO_0020977



REC-107788

11.18 24.OCT 89 C 834052/1

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY CANTERBURY

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

AND

IN THE MATTER of Pastoral Lease P 39 registered in Volume 574, folio 69 Canterbury Land Registry, from HER MAJESTY THE QUEEN to GRAHAM

LESLIE NELL of Rakaia Gorge, Farmer (as to a 3/8ths share), SALLY ANNE NELL his wife (as to a 3/8ths share) and the said GRAHAM LESLIE NELL and SALLY ANNE NELL jointly (as to a 1/4 share) as tenants in common in the shares stated.

Pursuant to Section 170 of the Land Act 1948 the term of the abovementioned lease registered in Volume 574, folio 69, Canterbury Land Registry, is renewed for a term of 33 years commencing on the 1st day of July 1987. The Covenant to pay rent and the Rental Value contained in the lease is hereby varied by deleting the said covenant and substituting the following:

Yielding and paying therefor for the first 11 years of the said term unto Land Corporation Limited at Christchurch the annual rent of \$ 6262.50 calculated on a Rental Value of \$ 417 500.00 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 period of 11 years (it being acknowledged by the parties hereto that the Lessee requires the said value to be determined by the Land Valuation Tribunal and should the value be altered then the Lessor will vary this lease having regard to the Tribunal's decision), and for the next two successive periods of 11 years of the said term a rent determined in respect of each of those periods in the manner provided in Section 132A of the Land Act 1948.

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

IN WITNESS WHEREOF the parties have hereunto subscribed their name this 6th day of April 1988

SIGNED for and on behalf of HER MAJESTY THE QUEEN pursuant to a Deed lodged with the District Land Registrar as No. 686366/1 by LAND CORPORATION LIMITED by its Attorney TARITA ALISON FAIFAI GILMOUR in the presence of: LAND CORPORATION LIMITED by its Attorney

Jagilmour

Witness: Diane Fitzroy Jones Occupation: PROPERTY OFFICER Address: LANDCORP, CHRISTCHURCH

SIGNED by the said GRAHAM LESLIE NELL and SALLY ANNE NELL as lessee in the presence of:

Sally Annell Lessee Graham Leslie Nell Lessee

Witness: Occupation: Solicitor Address: Christchurch

Correct for the purposes of the Land Transfer Act.

Solicitor for the Lessee

I, TARITA ALISON FAIFAI GILMOUR of Christchurch, Property Officer

HEREBY CERTIFY -

1. THAT by Deed dated the 12th day of June 1987 copies of which are deposited in the Land Registry Offices at -

AUCKLAND (North Auckland Registry) and there numbered B678573
BLENHEIM (Marlborough Registry) and there numbered 136439
CHRISTCHURCH (Canterbury Registry) and there numbered 686366/2
DUNEDIN (Otago Registry) and there numbered 681189/1
GISBORNE (Poverty Bay Registry) and there numbered 167089.2
HAMILTON (South Auckland Registry) and there numbered H734777
HOKITIKA (Westland Registry) and there numbered 076748
INVERCARGILL (Southland Registry) and there numbered 141782
NAPIER (Hawkes Bay Registry) and there numbered 478751.2
NELSON (Nelson Registry) and there numbered 269962.1
NEW PLYMOUTH (Taranaki Registry) and there numbered 341775
WELLINGTON (Wellington Registry) and there numbered 860782.2

LAND CORPORATION LIMITED at Wellington carrying on the business of land management appointed me its Attorney on the terms and subject to the conditions set out in the said Deed.

2. THAT at the date hereof I was Property Officer of the said Corporation.
3. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said LAND CORPORATION LIMITED or otherwise.

SIGNED at Christchurch
this 6th day of April
1988

)
)
)

Tarita Gilmour

L. & S.—B. 6

CERTIFICATE OF ALTERATION UNDER SECTION 113, LAND ACT 1948

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

and

IN THE MATTER of lease (~~licence~~^{P. 39}) from HER MAJESTY THE QUEEN to ALLEN CHRISTOPHER SYKES RICHARDS of Hororata, Farmer, lessee of Run 269 "Mt Algidus" situated in Mathias, Wilberforce and Oakden Survey Districts Area: 21 691.1504 hectares

registered in

Vol. 574 , folio 69 , Canterbury Land Registry.

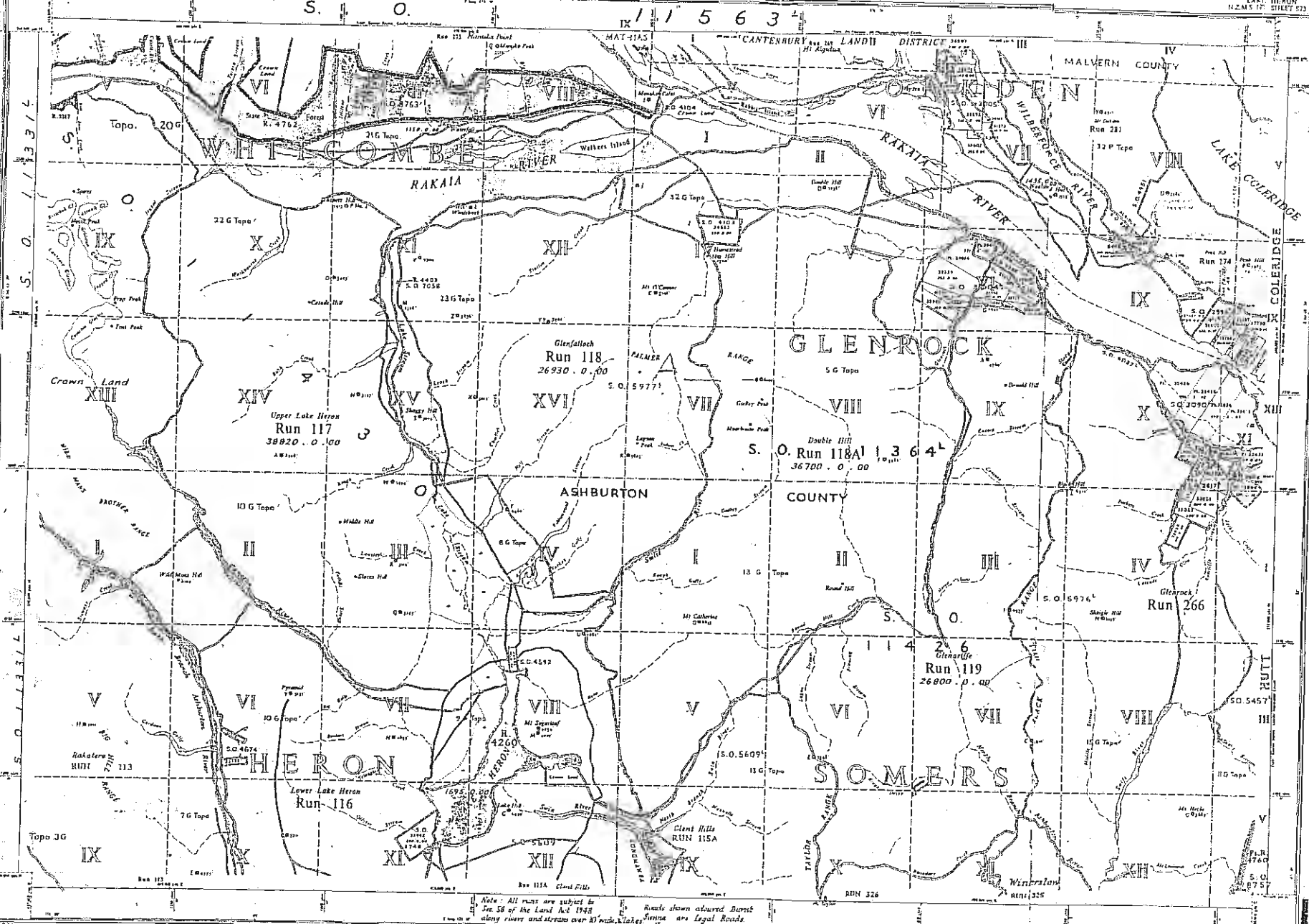
This is to certify that the area in the above described lease has been decreased to 21 424.0579 hectares owing to re-interpretation of S.O. Plan 11563^L.

Area of C.L. 574/69 amended to 21424.0579ha.

J.P.A. 13/3/75

As witness my hand, this 22nd day of October 1974

H. C. Cunningham
Amb. Commissioner of Crown Lands.

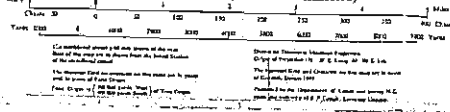


Run No	Former Area
115	(54,700 ac)
115A	(50,700 ac)
116	(25,000 ac)
117	(40,042 ac)
118	(24,700 ac)
118A	(35,200 ac)
119	(27,000 ac)
266	(43,058 ac)
269	(56,250 ac)
274	(24,910 ac)

Note: All runs are subject to the 58th of the Land Act 1948 along rivers and streams over 40 wide. Lakes shown coloured burnt sense are legal Runs.

Scale: 60 chains to an inch (approx)

Scale: 1:63360 (1 inch to 1 Mile)



PRICE TO BUYERS UNLESS AND ADDING 10%		
\$64	\$65	\$66
CR 41	CR 42	CR 43
\$72	\$73	\$74
CR 44	CR 45	CR 46
\$80	\$81	\$82

CR 47	MATHIAS
CR 48	WILKINSON
CR 49	GLENROCK
CR 50	GLASGOW
CR 51	COLERIDGE
CR 52	HERON
CR 53	SOMERS
CR 54	MUTT

GRID REFERENCE	
1000 YD	1000 YD
1000 YD	1000 YD
1000 YD	1000 YD
1000 YD	1000 YD

177
SHEET 573
LAKE HERON

References:
 - Official Gazette Notices
 - Statutes
 - Land Act 1948
 - Land Act 1952
 - Land Act 1954
 - Land Act 1956
 - Land Act 1958
 - Land Act 1960
 - Land Act 1962
 - Land Act 1964
 - Land Act 1966
 - Land Act 1968
 - Land Act 1970
 - Land Act 1972
 - Land Act 1974
 - Land Act 1976
 - Land Act 1978
 - Land Act 1980
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 - Land Act 2006
 - Land Act 2008
 - Land Act 2010
 - Land Act 2012
 - Land Act 2014
 - Land Act 2016
 - Land Act 2018
 - Land Act 2020
 - Land Act 2022