

Crown Pastoral Land Tenure Review

Lease name : CLOUDY PEAKS

Lease number : Pt 029

Due Diligence Report (including Status Report) - Part 2

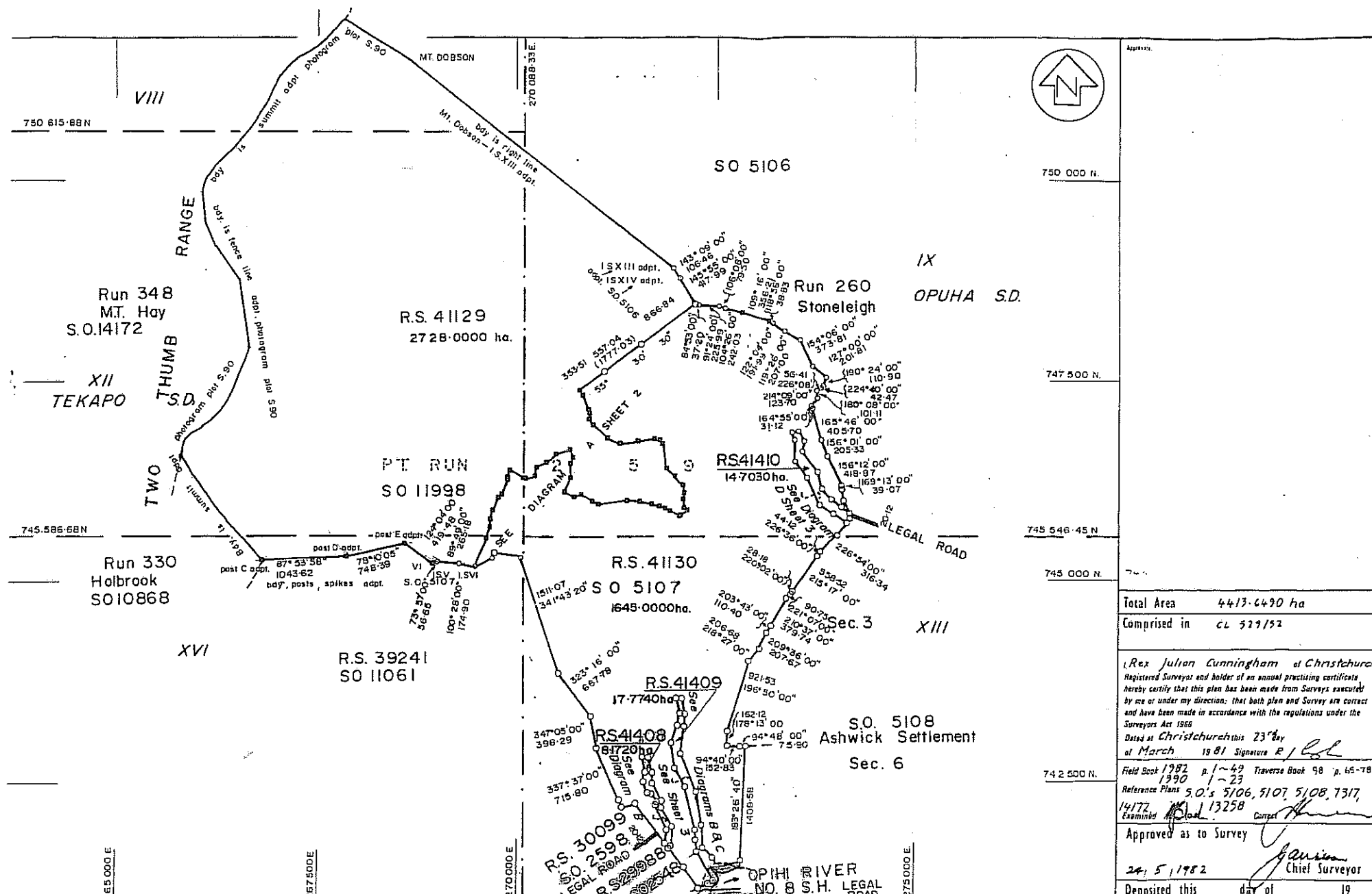
This report and attachments results from a pre-Tenure Review assessment of the pastoral lease for the purpose of confirming land available for Tenure Review and any issues, rights or obligations attaching to it. The information is gathered from files and other sources available to the LINZ contractor.

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.

April 09

Appendix 4



420/0125



750 000 N.

747 500 N.

745 546 45 N

745 000 N.

74 2 500 N.

Total Area	4413.6490 ha
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Comprised in	CL 529/52
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I, Rex Julian Cunningham of Christchurch
Registered Surveyor and holder of an annual practicing certificate
herby certify that this plan has been made from Surveys executed
by me or under my direction; that both plan and Survey are correct
and have been made in accordance with the regulations under the
Surveyors Act 1956

Dated at Christchurch this 23rd day
of March 1981 Signature R / [Signature]

Field Book 1982 p. 1-49 Traverse Book 98 p. 65-78
1990 1-23

Reference Plans 5.0's 5106, 5107, 5108, 7317,
14172, 13258
Examined *[Signature]* Correct *[Signature]*

Approved as to Survey

24, 5, 1982  Chief Surveyor

Deposited this 4 day of 19

District Land Registrar

File *P. 29*
Received
Instructions *79/22*

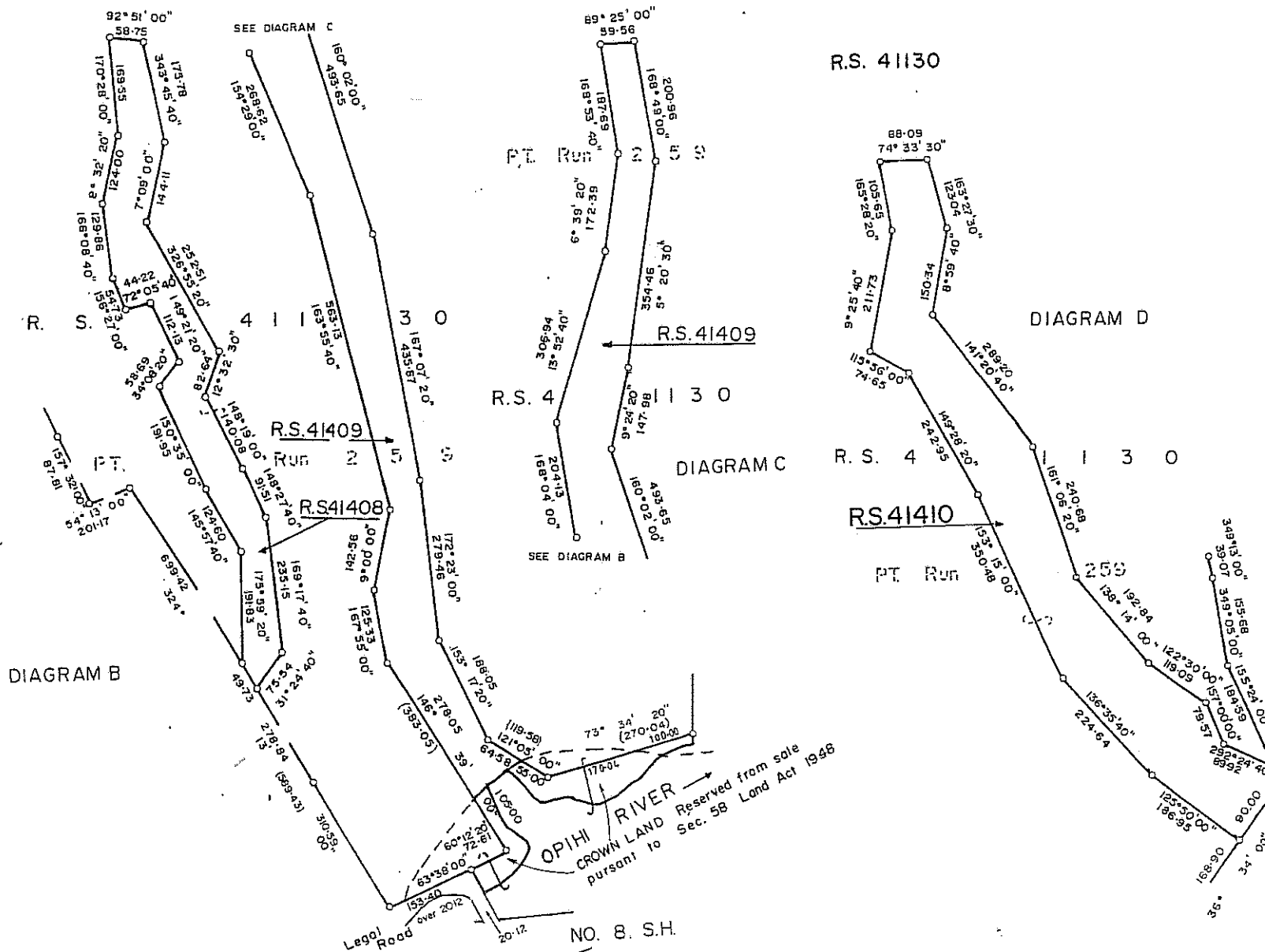
SO 15433

LAND DISTRICT CANTERBURY
SURVEY BLK.& DIST. VIII, XIII, XVI TEKAPO
NZMS 261 SHEET NO. IX, XIII OPUHA 1 37

R.S's 41129, 41130, 41408, 41409, 41410

LOCAL AUTHORITY MACKENZIE COUNTY
Surveyed by LANDS & SURVEY DEPT.
Scale 1:30000 Date FEB-MAY 1980

Sheet 1 of 3 Sheets



Approved:

Dimensions of South bdy, R.S. 41130 added 11.4.1986.

Lawson
Chief Surveyor.

Total Area
Comprised in

I, Rex Julian Cunningham at Christchurch
Registered Surveyor and holder of an annual practising certificate
hereby certify that this plan has been made from surveys executed
by me or under my direction; that both plan and survey are correct
and have been made in accordance with the regulations under the
Surveyors Act 1966

Dated at Christchurch this 23 day
of March 1981 Signature *RJC*

Field Book 1982 p. 1-49 Traverse Book 98 p. 65-78
1980 1-23
Reference Plans S.O.s 5106, 5107, 5108, 7317
13258, 14172
Examined *AB* Correct *AB*

Approved as to Survey *Lawson*

24 5 1982 Chief Surveyor

Deposited this day of 19

District Land Registrar

File P29
Received
Instructions

5015433

Sheet 3 of 3 Sheets T

LAND DISTRICT CANTERBURY
SURVEY BLK. & DIST. VIII, XII, XVI TEKAPO
IX XII OPUHA
IZMS 261 SHEET NO. 137

DIAGRAMS B, C, & D

LOCAL AUTHORITY MACKENZIE COUNTY
Surveyed by LANDS & SURVEY DEPT.
Scale 1:5000 Date Feb May 1980

REMICOFILMED 11 APR 1986



New Zealand
International Property Advisers

Our Ref : Contract 50268 Our File Ref: 1022

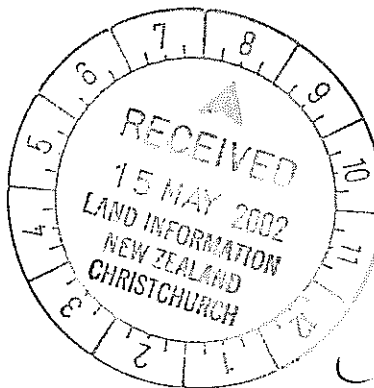
Your Ref: P 29 LIPS (12685)

13 May 2002.

Crown Property Management
Land Information New Zealand
Private Bag 4721
CHRISTCHURCH

Attention : Mr G Webley

Dear Sir



STATUS INVESTIGATIONS – PASTORAL TENURE REVIEW, CONTRACT 50268

As required in terms of Crown Pastoral Standard 6, please find attached the approved Status Report for the following pastoral lease on contract 50268 being :

~~CL~~LOUDY PEAKS (P 29)

Attached for this Lease are :

- Status Check Report
- One colour photocopy of the Topo Plan.
- One copy of a Cadastral Plan

Please acknowledge receipt, of the Status Report and plans to my attention at this office. Thank you.

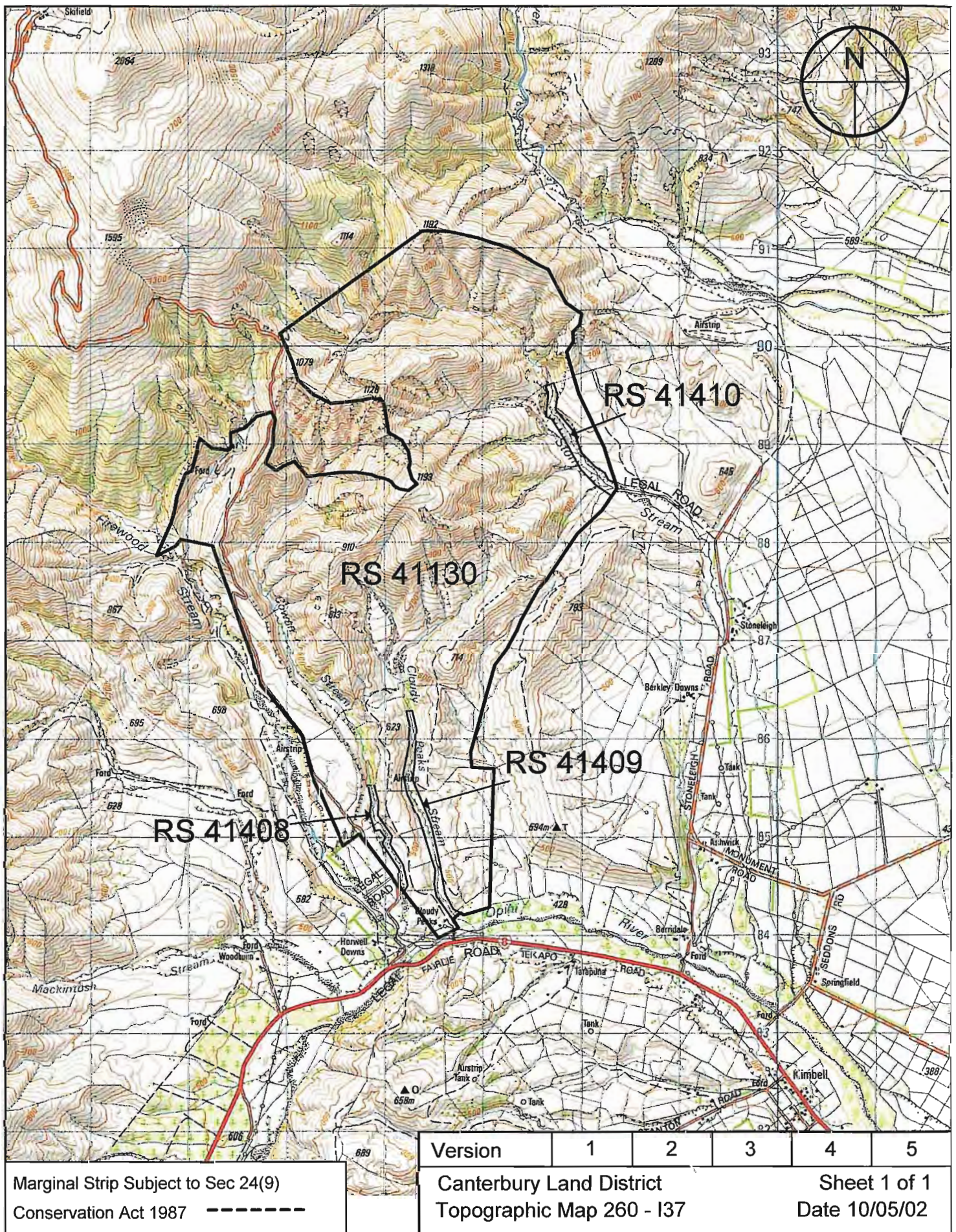
Yours faithfully
DTZ New Zealand

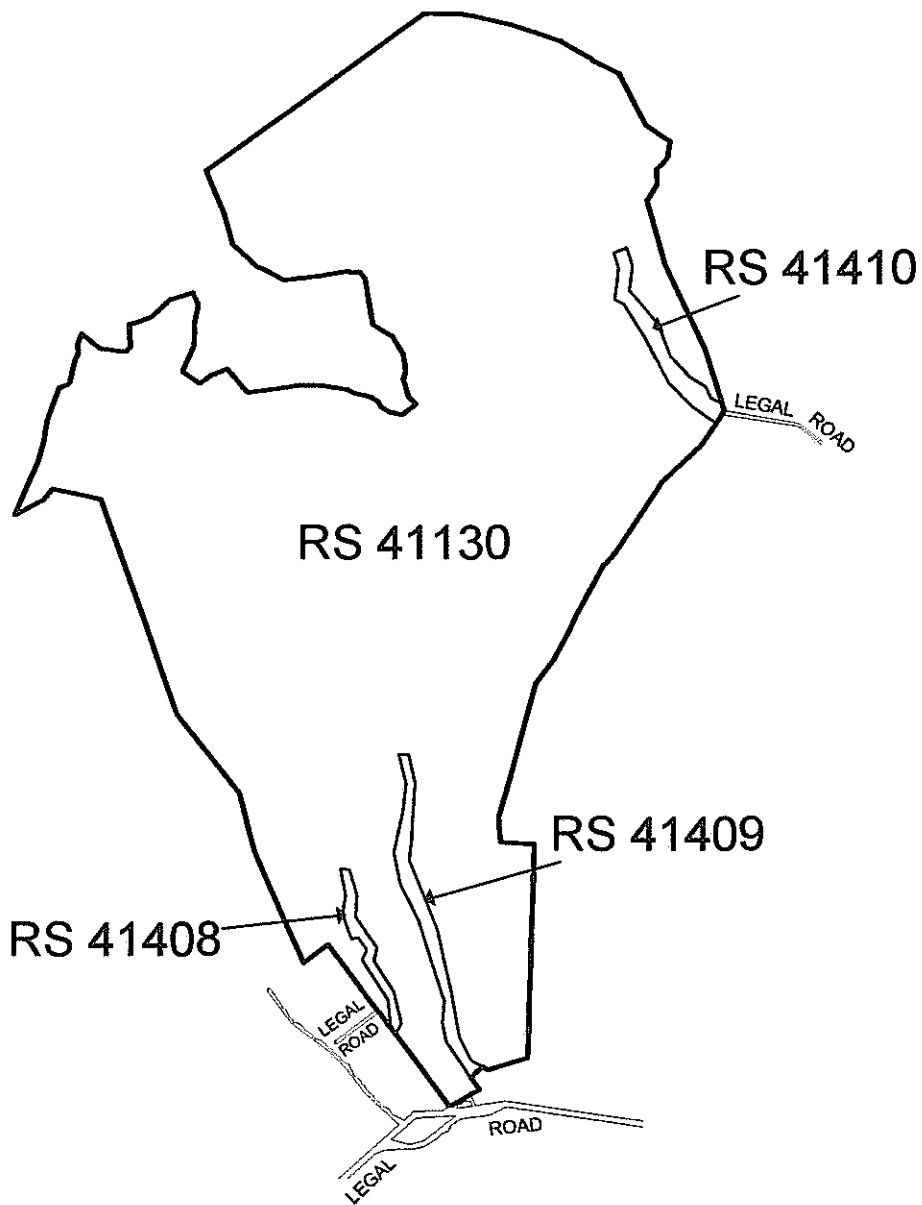
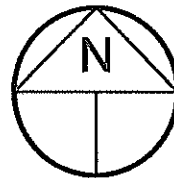
A handwritten signature in dark ink, appearing to read 'Murray Bradley'.

Murray Bradley
Manager Public Sector/Crown Accredited Supplier.

DTZ New Zealand Limited MREINZ, Level 4, 76 Cashel Street, Christchurch, PO Box 142, Christchurch, New Zealand
Telephone +64 3 379 9787 Fax +64 3 379 8440 Email christchurch@dtz.co.nz Website www.dtz.co.nz

DTZ New Zealand is within the DTZ Debenham Tie Leung group of companies. This group is in international alliance with AEW Capital Management and the Staubach Company in USA. Globally DTZ has over 6,500 staff in 33 countries and 125 offices.





Marginal Strip Subject to Sec 24(9)
Conservation Act 1987 -----

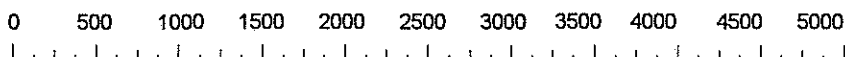
Version	1	2	3	4	5
Canterbury Land District				Sheet 1 of 1	
Topographic Map 260 - I37				Date 10/05/02	



PO Box 13-343
Christchurch
Ph: 379 9903

Cloudy Peaks

Scale 1:50000





New Zealand

International Property Advisers

Your File reference : LINZ (LIPS 12685) File P 29
Our File Reference : 1022

CERTIFICATE OF AUTHORISATION

PROPERTY ADDRESS:

CLOUDY PEAKS PASTORAL LEASE (P 29)- STATUS REPORT.

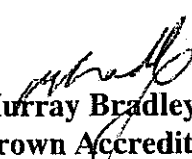
ASSURANCE

DTZ New Zealand gives an assurance that the document attached to this certificate is in order for signature.

The decision when made will comply with the following statutory requirements :

- The New Standards & Guidelines Manuals Chief Crown Property Officer; Legalisation /Roading; OSG Standard 1995/05.
- Land Act 1948
- Crown Pastoral Land Act 1998

In giving this assurance DTZ New Zealand undertakes that all relevant policy instructions, legal requirements, court judgements and any other matters have been taken into account and applied where appropriate.


Murray Bradley

Crown Accredited Supplier / Nominated Person

Date : 17/4/2022

DTZ New Zealand Limited MREINZ, Level 4, 76 Cashel Street, Christchurch, PO Box 142, Christchurch, New Zealand
Telephone +64 3 379 9787 Fax +64 3 379 8440 Email christchurch@dtz.co.nz Website www.dtz.co.nz

DTZ New Zealand is within the DTZ Debenham Tie Leung group of companies. This group is in international alliance with AEW Capital Management and the Staubach Company in USA. Globally DTZ has over 6,500 staff in 33 countries and 125 offices.

DTZ NEW ZEALAND

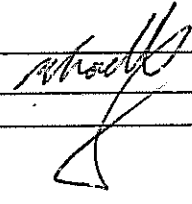
Appendix A

This report has been prepared on the instruction of Land Information New Zealand in terms of the contract number 50268 dated September 2001 and is undertaken for the purposes of the Crown Pastoral Leases Act 1998.

LAND STATUS REPORT for CLOUDY PEAKS				[LIPS ref.12685]
Property	1	of	1	

Land District	Canterbury
Legal Description	Rural Sections 41408 and 41409 situated in Block XIII Opuha Survey District, Rural Section 41410 situated in Block IX Opuha Survey District and Rural Section 41130 situated in blocks IX and XIII Opuha and Blocks XII and XVI Tekapo Survey Districts
Area	1685.6490 Hectares.
Status	Crown Land subject to the Land Act 1948
Instrument of lease	Balance Computer Interest Register CB 529/52 pursuant to Section 66 and as registered under Section 83 of the Land Act 1948
Encumbrances	- 926824 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941. - Subject to Part IVA Conservation Act 1987.
Mineral Ownership	Minerals remain with the Crown as the land has never been alienated since its acquisition for settlement purposes from the former Maori owners under the Kemp Deed of Purchase in 1848.
Statute	Land Act 1948 & Crown Pastoral Land Act 1998.

Data Correct as at	17 April 2002.
[Certification Attached]	Yes

Prepared by	Murray Bradley 
Crown Accredited Agent	DTZ New Zealand

DTZ NEW ZEALAND

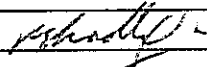

Appendix B

This land status report has been prepared on the instruction of Land Information New Zealand in terms of the contract number 50268 dated September 2001 and is undertaken for the purposes of the Crown Pastoral Leases Act 1998.

LAND STATUS REPORT for CLOUDY PEAKS				<i>[LIPS ref.12685]</i>
Property	1	of	1	

Land District	Canterbury
Legal Description	Rural Sections 41408 and 41409 situated in Block XIII Opuha Survey District, Rural Section 41410 situated in Block IX Opuha Survey District and Rural Section 41130 situated in blocks IX and XIII Opuha and Blocks XII and XVI Tekapo Survey Districts
Area	1685.6490 Hectares.
Status	Crown Land subject to the Land Act 1948
Instrument of lease	Balance Computer Interest Register CB 529/52 pursuant to Section 66 and as registered under Section 83 of the Land Act 1948
Encumbrances	- 926824 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941. - Subject to Part IVA Conservation Act 1987
Statute	Land Act 1948 & Crown Pastoral Land Act 1998.

Data Correct as at	17 April 2002.
[Certification Attached]	Yes

Prepared by	Murray Bradley 
Crown Accredited Agent	DTZ New Zealand 

Certification:

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 subject to the Land Act 1948.


.....

Date ... 1 / 5 / 2002

R Moulton, Chief Surveyor
Canterbury Land District
Land Information New Zealand

CLOUDY PEAKS RESEARCH - Property 1 of 1

Notes : This information does not affect the status of the land but was identified	a) (1) We note that a strip of land fronting the Opihi River has been reserved from sale pursuant to Section 58 Land
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**as possibly requiring further
investigation at the due diligence stage :
See Crown Pastoral Standard 6
paragraph 6**

Act 1948 on SO 15433 (Sheet 3),now subject to Section
24(3) Conservation Act 1987.

LAND STATUS REPORT for CLOUDY PEAKS				<i>[LIPS ref.12685]</i>
Property	1	of	1	

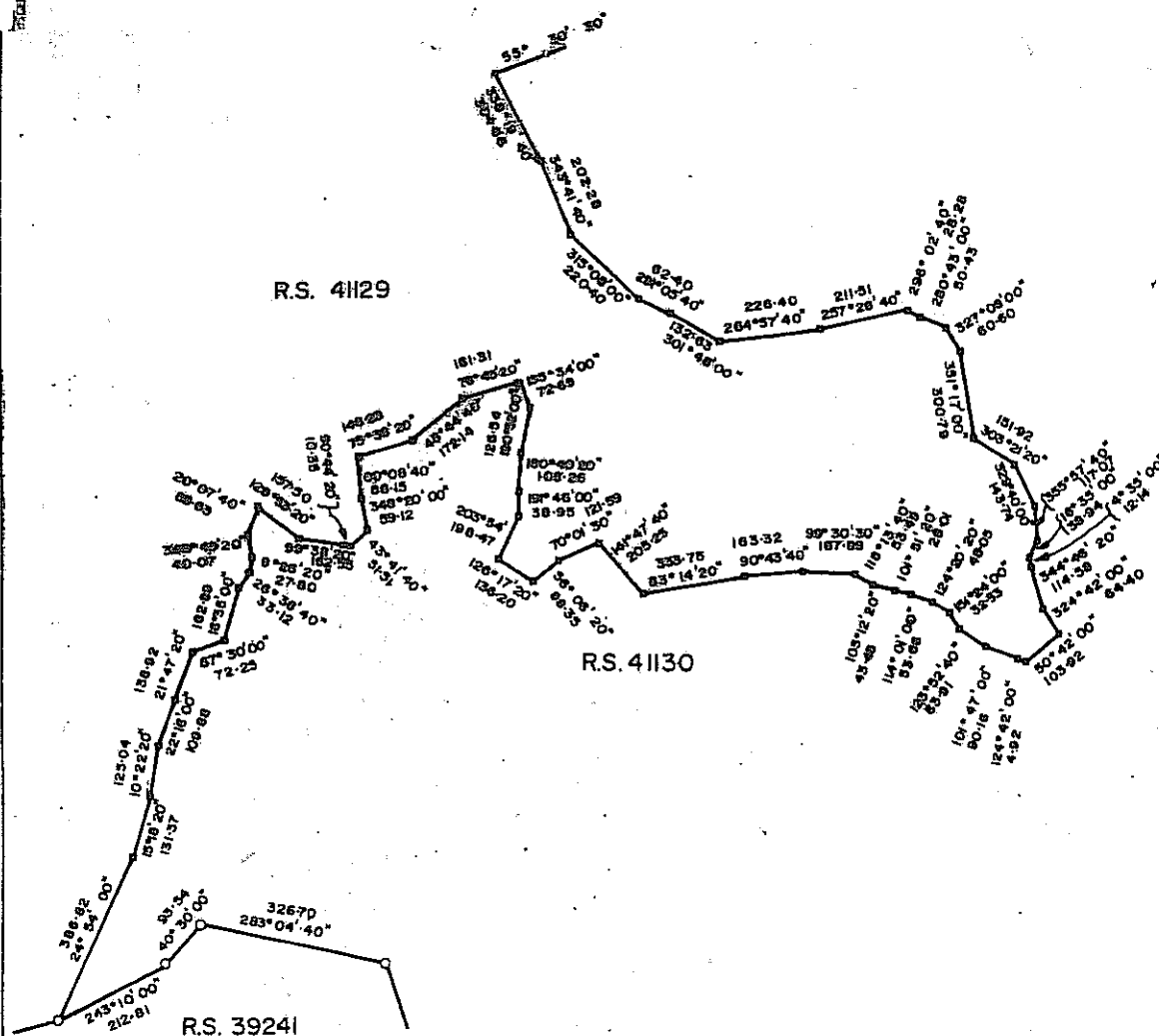
Research Data: *Some Items may be not applicable*

Property	1	of	1	
SDI Print Obtained				Yes
NZMS 261 Ref				I 37
Local Authority				MacKenzie District Council
Crown Acquisition Map				Kemp Deed of Purchase.
SO Plan				SO 15433 (24/5/1982) defines RS 41129,41130,41408-41410
Relevant Gazette Notices				N/A
CT Ref / Lease Ref				Balance CIR CB 529/52
Legalisation Cards				SO 15433 –No Card
CLR				N/A
Allocation Maps (if applicable)				A search of the SOE/DOC/UCL Allocation Maps & Schedules revealed no allocations within the Run boundaries .However an area allocated to DOC (allocation no 14 on Sheet I 37) adjoins the run on the northern boundary and is described as RS 41129.
VNZ Ref - if known				25280/15500
Crown Grant Maps				N/A
If Subject land Marginal Strip:				
a) Type [Sec 24(9) or Sec 58]				a) We note that a strip of land fronting the Opihi River has been reserved from sale pursuant to Section 58 Land Act 1948 on SO 15433 (Sheet 3),now subject to Section 24(3) Conservation Act 1987.
b) Date Created				b) 24 May 1982.
c) Plan Reference				c) SO 15433

LAND STATUS REPORT for CLOUDY PEAKS				<i>[LIPS ref.12685]</i>
Property	1	of	1	

Research – continued

Property	1	Of	1	
If Crown land - Check Irrigation Maps.				N/A
Mining Maps				No Mining Interests are recorded within the Run boundaries in the National Mining Index.
If Road a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989 b) By Proc c) Plan No				a) N/A b) N/A c) N/A
Other Relevant Information a) Concessions - Advice from DOC or DTZ New Zealand b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998. c) Mineral Ownership d) Other Information				a) There are no Conservation areas and no concessions have been issued within the run. However DOC have advised that there are 2 areas of Public Conservation land adjoining the run known as I 37/22 - Mt Dobson Conservation Area and I 37/58 - Silverstream Marginal Strip held pursuant to Part IVA Conservation Act 1987. b) Subject to Part 9 Ngai Tahu Claims Settlement Act 1998. c) 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 Kemp Deed of Purchase. Contained in: CT'S 280/102 and 280/122 (1913) being the earliest leases issued in the Land Transfer Office since the establishment of pastoral runs in the Canterbury Land District. d) Nil

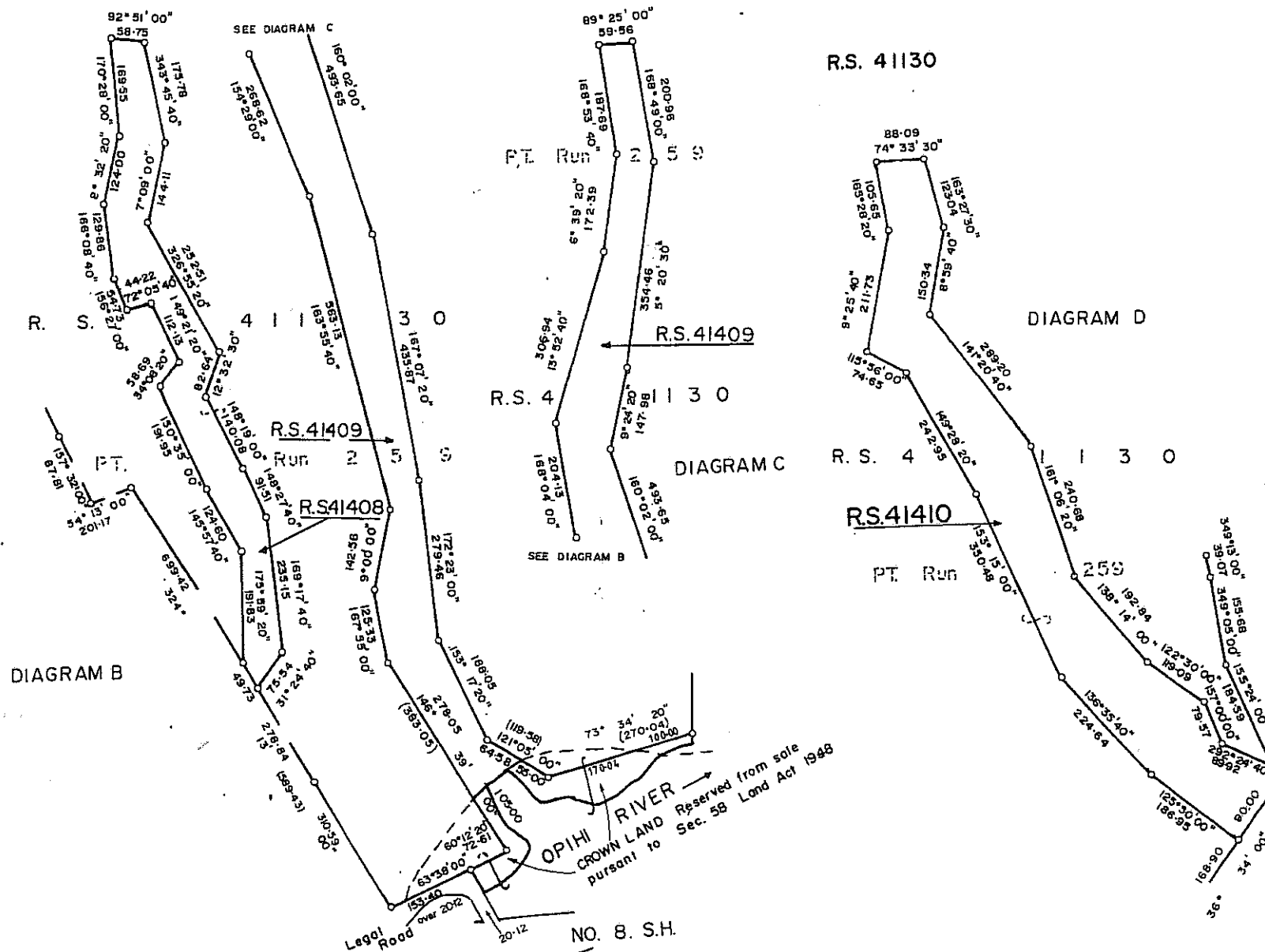


LAND DISTRICT Canterbury
SURVEY BLK. & DIST. VII, XIV, XVI OPUHA
261 SURVEY NO. 137

DIAGRAM A

LOCAL AUTHORITY HAWKINS COUNTY
Surveyed by LANDS & SURVEY
Scale NOT TO SCALE Date FEB MAY 1980

Approved:	
Total Area	
Comprised in	
<p>I, Rex Julian Cunningham of Christchurch Registered Surveyor and holder of an annual practicing certificate hereby certify that this plan has been made from Surveys executed by me or under my direction; that both plan and Survey are correct and have been made in accordance with the regulations under the Surveyors Act 1908</p> <p>Signed at Christchurch this 23 day of March 1981 Signature <i>RJ C</i></p> <p>Field Book 1982 p. 1-49 Traverse Book 98 p. 65-78 Reference Plans 50's 5106, 5107, 5108, 7317, 13258 14172 Examined <i>[Signature]</i> Correct <i>[Signature]</i></p>	
Approved as to Survey	<i>[Signature]</i>
24/ 5/ 1982	Chief Surveyor
Deposited this	day of 19
District Land Registrar	
File P29 Received Instructions	5015433



Dimensions of South bdy, R.S. 41130 added 11.4.1986.

Lawson
Chief Surveyor.

Total Area	
Comprised in	
I. Rex Julian Cunningham at Christchurch Registered Surveyor and holder of an annual practising certificate hereby certify that this plan has been made from Surveys executed by me or under my direction; that both plan and Survey are correct and have been made in accordance with the regulations under the Surveyors Act 1965 Dated at Christchurch this 23 day of March 19 81 Signature <i>RJC</i>	
Field Book 1982 p. 1-49	Traverse Book 98 p. 65-78
Reference Plans 90's 1-23	5106, 5107, 5108, 7317,
13258, 14132	
Examined <i>Lawson</i>	Correct <i>Lawson</i>
Approved as to Survey	
24. 5. 1982	Chief Surveyor
Deposited this	day of 19
District Land Registrar	

LAND DISTRICT CANTERBURY
SURVEY BLK. & DIST. VIII, XII, XVI TEKAPO
NZMS 261 SHEET No. 137

DIAGRAMS B, C, & D

LOCAL AUTHORITY MACKENZIE COUNTY
Surveyed by LANDS & SURVEY DEPT.
Scale 1:5000 Date Feb May 1980

File P29
Received
Instructions
5015433

REMICROFILMED 11 APR 1986

Sheet 3 of 3 Sheets



COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952



Search Copy

R.W. Muir
Registrar-General
of Land

Identifier CB529/52
Land Registration District Canterbury
Date Registered 29 September 1954 10:37 am

Part-Cancelled

Prior References

CB280/102 CB280/122

Type	Lease under s83 Land Act 1948		
Area	4413.6490 hectares more or less	Term	Thirty-three years commencing on the first day of July 1952 and renewed for 33 years commencing 1.7.1985

Legal Description Rural Section 41129, Rural Section 41130,
Rural Section 41408, Rural Section 41409
and Rural Section 41410

Proprietors

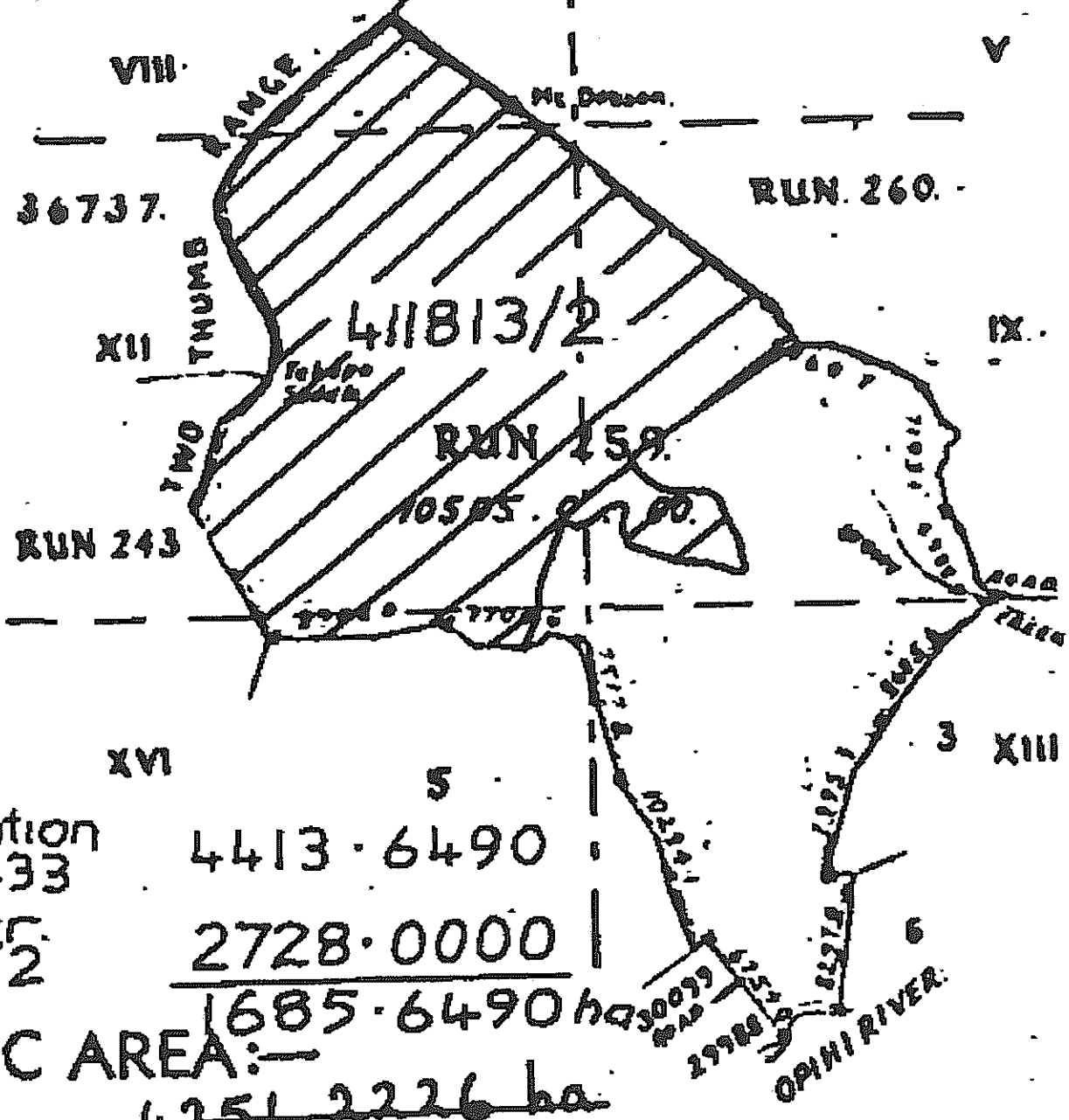
Larry Donald Murdoch and Glenys Carol Murdoch

Interests

926824 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 7.9.1973 at 9.00 am
157855.1 Certificate of Alteration under s113 Land Act 1948 varying the terms of the within lease- 30.11.1977 at 9.15 am
411813.2 Partial Surrender of Lease as to Rural Section 41129 (2728.0 hectares) - 29.11.1982 at 10.03 am
712034.1 Variation of the terms of the within lease and renewal for 33 years commencing 1.7.1985 - 17.11.1987 at 11.16 am
712034.2 Certificate of Alteration under s113 Land Act 1948 - 17.11.1987 at 11.16 am
A391065.4 Mortgage to Perpetual Trust Limited - 17.2.1999 at 9.51 am

TEKAPO S.D.

OPUHA S.D.



definition
 15433
 4413.6490
 Surr.
 13/2
 2728.0000
 1685.6490 ha
 TRIC AREA:—
 4251.2226 ha

Scale: 1 1/2 Miles to an inch.
 D.D. M.P. 30 5106, 5107.



COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952

Historical Search Copy



R. W. Muir
Registrar-General
of Land

Identifier **CB529/52**
Land Registration District **Canterbury**
Date Registered 29 September 1954 10:37 am

Part-Cancelled

Prior References

CB280/102 CB280/122

Type	Lease under s83 Land Act 1948	Term	Thirty-three years commencing on the first day of July 1952 and renewed for 33 years commencing 1.7.1985
Area	4413.6490 hectares more or less		

Legal Description Rural Section 41129, Rural Section 41130,
Rural Section 41408, Rural Section 41409
and Rural Section 41410

Original Proprietors

Larry Donald Murdoch and Glenys Carol Murdoch

Interests

926824 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 7.9.1973 at 9.00 am
157855.1 Certificate of Alteration under s113 Land Act 1948 varying the terms of the within lease- 30.11.1977 at 9.15 am
411813.2 Partial Surrender of Lease as to Rural Section 41129 (2728.0 hectares) - 29.11.1982 at 10.03 am
712034.1 Variation of the terms of the within lease and renewal for 33 years commencing 1.7.1985 - 17.11.1987 at 11.16 am
712034.2 Certificate of Alteration under s113 Land Act 1948 - 17.11.1987 at 11.16 am
A391065.4 Mortgage to Perpetual Trust Limited - 17.2.1999 at 9.51 am

REGISTER

L. and S. B. 1

NEW ZEALAND

Entered in the Register-book, Vol. 529 fol. 52

Issued on a Renewal of (or in Exchange for) Lease

Registered in Vol. 280 fol. 122 (Expired)

Reference: Vol. 280 folio 122 (Expired)
Part Vol. 280 folio 102 (Expired)

CANTERBURY

LAND DISTRICT

the 29th day of September

1952 at 10.37 o'clock

Amulawh

Pastoral Lease of Pastoral Land under the Land Act, 1948

No.

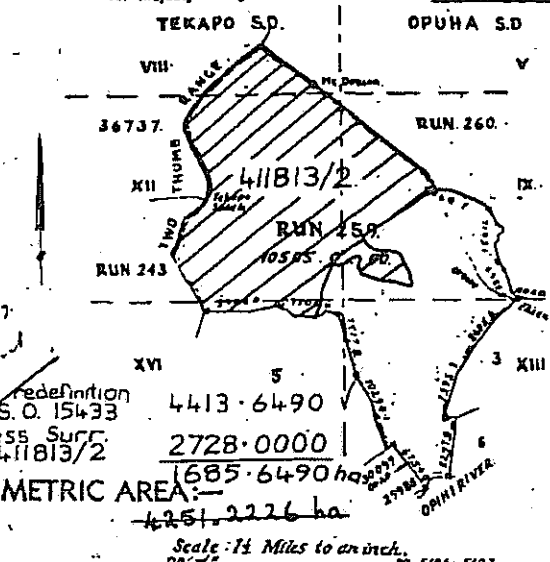
P.29



This Deed, made the first day of May, one thousand nine hundred and fifty-two, between **HIS MAJESTY THE KING** (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and **ALISTAR HACKETT**, of Peirle Street, Canterbury (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 Ten thousand five hundred and five (10,505) acres, more or less, and being

situated in the Land District of Canterbury Run 255 "Cloudy Penke" situated in Tekapo and Opuha Survey Districts (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-two, together with the period between the date of this lease and the aforesaid first day of July 1952

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 thirty pounds (£230 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 rent.



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 hereinbefore reserved at the times and in the manner hereinbefore 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 Canterbury (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, 1928.
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 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 Nuisance Tamestock Act, 1916, turn any tamestock, scrub, fern, or grass on the said land, nor permit any tamestock, 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, 1919) 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 field, garden, orchard, vineyard, nursery, or plantation, or within 100 feet of any building: dwelling-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, roadmaking, or building purpose on the said land, but not otherwise.
- (c) THAT upon the expiration 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, 1914, 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.

9

529/52

- (4) THAT the Lessee shall have no right of acquiring the fee simple of the said land.
- (5) 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 depastured thereon;
 - (b) Crop 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 bush or scrub and sow the land so cleared in grass;
 - (e) 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.
- (6) THAT the Lessee shall exercise due care in stocking the said land and shall not overstock; and for the purpose of this clause it is hereby mutually declared and agreed between the Lessee and the Commissioner that the maximum number of sheep to be depastured on the said land during the winter months shall not exceed the number of sheep to be depastured on the said land during the summer months of the year 1972/73.
- (7) 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 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 186 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.
- (8) 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

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

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

Witness: [Signature]
Occupation: Land Office Clerk
Address: Christchurch

[Signature]
Assistant Commissioner of Crown Lands.

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

Witness: [Signature]
Occupation: Superintendent
Address: Taihape

[Signature]
Lessee.

(2) 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 depastured on the said land does not exceed 2420 (being an increase of ten per cent on the carrying capacity on which is based the rent hereinbefore reserved) and the number of cattle does not exceed 40, 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.

CHARGED
to The State
New Zealand production

Variation of Mortgage 346495-7-3-1966 at 12.10pm

Transfer 858328 to John William Guerin and James Austin Guerin of Klondyke, Farmers, 20 tenants in common in equal shares - 29.2.1972 at 10.8am.

Mortgage 858329 to James Porter Edgar, to Gordon Davidson Beattie Kelman, to George McDonald and Gordon Mitchell, to Edward Darvell Templer and Chloe Ruth Wooding, to Robert Matthew Armstrong, to Mary Walter, to Robert Angeline Stewart and Samuel James Bruce - 29.2.1972 at 10.8am.

LAND & DEEDS	
Nature:	Patrol Run
Area:	C.C.L.
Date:	29 SEP 1954
Time:	10.37 AM
Fee:	£ 1.51
Abstract No.	6032

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.

Transmission 895987 of the interest of Chloe Ruth Wooding of Mortgage 859329 = to Edward Darvell Templer as Survivor - 26/1/1973 at 2.48 p.m.

Transmission 895987 of the interest of Chloe Ruth Wooding in Mortgage 858329 to Edward Darvell Templer (incorrectly named Edward Darvell Templer) as Survivor - 26/1/1973 at 2.48 p.m.

Transfer 921559 to Mathewson Farm Limited at Ranfurly - 1.8.1973 at 11.40 a.m.

Mortgage 921560 to The Perpetual Trustees Estate and Agency Company of New Zealand Limited - 1.8.1973 at 11.40 a.m.

Mortgage 921561 to John W

Mortgage 924564 to John William Guerin and James Austin Guerin in Shares - 1.8.1973 at 11.40 a.m. *for A.L.R.*

Transfer 721210/2 to Larry Donald Murdoch and Glenys Carol Murdoch, both of Cloudy Peaks, Fairlie, Farmers - 19.1.1988 at 9.21am

No.926824 Land Improvement Agreement Pursuant to Section 30 (Subsection 3) and 30 A Soil Conservation and Rivers Control Act 1941 - 7/9/1973 at 9 a.m.

Mortgage 721210/3 to John William Guerin - 19.1.1988 at 9.21am

Phonah
of the share of James Austin Guerin
Transfer 946720 to John William Guerin of Cloudy Peaks, Fairlie, Farmer - 18.2.1974 at 9.50 a.m.

A 102235/1.

[Signature]
A.L.R.

No 157855/1 Certificate of Alteration varying the terms of the within lease and reducing the annual rental to \$450 as from 1.7.1976 30.11.1977 at 9.15 am.

Mortgage A237913/3 to The National Bank of New Zealand Limited - 17.2.1998 at 9.51am

A391065.4 Mortgage to Perpetual Trust Limited - 17.2.1999 at 9.51

No. 384958/1 Change of Appellation whereby the within land is now known as Rural Sections 41129, 41130, 41408, 41409 and 41410 - 2.6.1982 at 9.29 a.m.

[Signature]
A.L.R.

No. 411813/1 Certificate of Alteration under Section 113 Land Act 1948 whereby following redefinition by survey and area has been increased to 4413.6490 hectares - 29.11.1982 at 10.03 a.m.

No. 411813/2 Surrender of within lease as to R.S. 41129 (2728.0 hectares) - 29.11.1982 at 10.03 a.m.

A.L.R.

Mortgage 461507/1 to Wattson & Stubbs Nominees Limited - 11.11.1986 at 10.18 am

A.L.R.

Variation of Mortgage 461507/1 - 11.11.1986 at 9.30a.m.

[Signature]
for A.L.R.

No.712034/1 Variation of the terms of the within lease and renewing for 33 years commencing 1.7.1985 - 17.11.1987 at 11.16am

[Signature]
for A.L.R.

No.712034/2 Certificate of Alteration under Section 113 of the Land Act 1948 - 17.11.1987 at 11.16am

[Signature]
for A.L.R.



NEW ZEALAND.

— Ashburton — SETTLEMENT.



Register-book,

Vol. 280 fol. 102

Application 18792
State Plan 124 Area No.

RENEWABLE LEASE OF

LAND UNDER THE LAND ACT, 1908, THE LAND FOR

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

CANCELLED

No. 510

This Deed,

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

Rita Maude Barker wife of Francis Hamilton Barker of Ashburton

in the Dominion of New Zealand, (hereinafter referred to as "the Lessee"), of the other part:

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

Eleven thousand one hundred and twenty pounds (£11,120:0:0).

Now, this Deed witnesses that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained and implied and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee All that piece of land containing by admeasurement the less than one thousand and fifty acres and being section numbered 156 of Block VII in the Survey District of Ashburton and therein coloured red in outline; together with the rights, easements, and appurtenances to the same belonging: To hold the said several premises intended to be hereby demise unto the Lessee for the term of thirty-three years, to be reckoned from the first day of July, one thousand nine hundred and thirteen, and including, in addition, the period between the date of this lease and such day: Holding and paying therefor during the said term unto the Receiver of Land Revenue for the said Land District of Ashburton, free from all deductions whatsoever, the clear annual rent of

Five hundred pounds eight shillings (£500:8:0).

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

- (a) By a payment of Three hundred and twenty-five pounds six shillings (£325:6:0) before the execution of these presents, such payment (which has been duly made) being in respect of rent in advance for the first half-year, computed as aforesaid, together with rent for the period elapsing between the date of this lease and the commencement of the said first half-year; and also
- (b) By the payment thereafter of Five hundred and eighty pounds four shillings (£580:4:0) half-yearly in advance on the first day of January and the first day of July in each and every year during the said term, the first of such payments to become due and to be made on the first day of January, one thousand nine hundred and thirteen.

And the Lessee doth hereby covenant with the Lessor as follows, that is to say:

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

and also, in addition thereto, she will within six years from such date, put upon the demised land substantial improvements of a permanent character within the meaning of the Land Act, 1908, to the value of one pound for every acre of agricultural land (first class), ten shillings for every acre of mixed agricultural and pastoral land (second class), and two shillings and sixpence for every acre of third-class land: Provided that, for the purpose of determining whether the Lessee has duly performed this covenant (but for no other purpose), there shall be included the value of all substantial improvements existing on the demised land at the date of this lease (which improvements shall be deemed to be improvements required by this covenant), nevertheless to the extent only of the actual value of such of the said improvements as are subsisting at the time when their value is so included.

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

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

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

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

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

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

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

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



transferred 116561 produced 2
at 10:30 A.M. Rita Marie
Agnes Hunter - Weston wife of Reginald
Hunter - Weston of Timon
Sheffarmer.

Transfer 122820 produced 16 July 1989 at 11:30
Agnes Hunter Weston to Charles Lewis Phillips
of Ashwick Sheepfarm

the description of Section 1 and 6
1A as well. Settlement is being
1. Run 260 entered 15 July 1958
at 10:42 am

Pastoral Care. Vol 529 Ratio 33
Issued for Haiti (Lm 260)

Produced 16 July 1919 at 11:20am
Charles L. Lippert to Agnes Hunter Weston
J. F. Moseley a L R

(Stamp: RECEIVED BY THE SECRETARY OF THE LAND OFFICE JULY 1926)

Produced by the
Crown Lands
Office as per the
order of His Majesty's
Secretary

K 6474 certificate
by the Commissioners
of Crown Lands
produced 30 Bulwer
1930 at £ 2000 The
Value of the Land
comprised herein
has been reduced
to £ 7780 and the
annual rent reduced
to £ 350-2-0 as from
1 January 1931

(Signature: J. H. ...)

Entered at 10:00 clock on the 24 day
 MAY 21 1913

Thirty-three years from
July, 1913

SECTIONS, 1st ed., 1884, BLOOMING, N. Y.

THESE

under the Land Act, 1908; the Land for Settlements Act, 1909, and the Land for Settlements Administration Act, 1910.

SETTLEMENT;
LAND DISTRICT

His Majesty the King

№ 370

DATE 20 Feb 1963

K 11457 extracted the 24th day of August 1938 at 9:30 a.m. Order

April 1936, affecting the

position base *[Signature]*

• K. 14073 interesting within lease for a further term of 5 years pursuant to Section 25 of the Reserves and Other Lands Disposal Act 1941 Produced 24 February 1974 at 9.50 am

H 14291 extending within lease for a further term of two years pursuant to Section 3 (1) of the Petroleum and Land Disposal Act 1918. ordered to February 1924 at 21/-

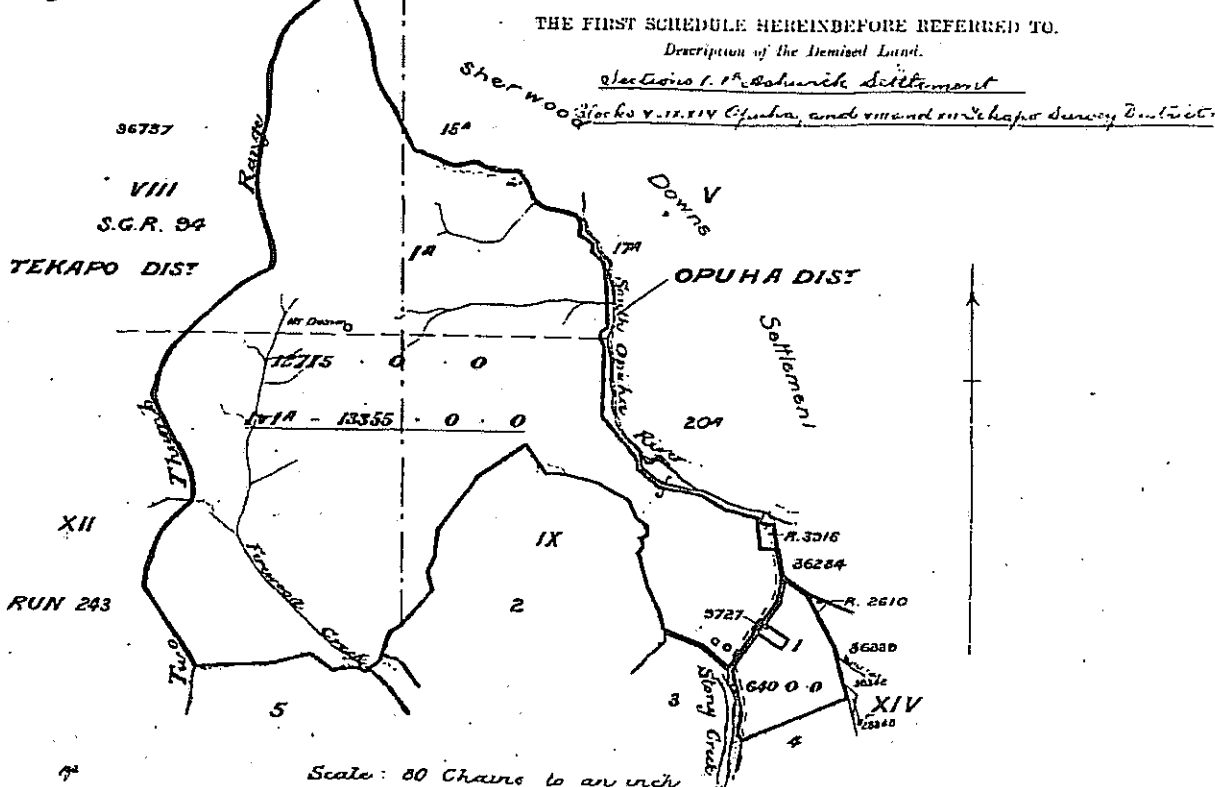
301097 extending within lease for a
further term of 2 years, pursuant
to Section 15 (1) of the Reserves and Other
Lands Disposal Act, 1947, produced. 4 FEB 1940

Produced. 4 FEB 1949.
Amelunath
A. L. P.

362412 Change of appellation whereby the description of Bank Section 1A which settlement is now described as Rur.
759 entered 14 July 1952 at 10.42 am ~~in principal~~

289/102

Image Quality due
to Condition
of Original



THE SECOND SCHEDULE HEREINBEFORE REFERRED TO.
Improvements now existing on the Demised Land and their Value.

Improvements	Value.	
	£	s. d.
100 chains road fencing, post and wire, at 2/- per chain	25	0 0
100 chains boundary fencing, post and wire, at 2/- per chain	22	12 6
20 chains road fencing, post and wire, at 2/- per chain	10	0 0
16 chains boundary fencing, post and wire, at 2/- per chain	20	0 0
50 chains subdivision fencing, post and wire, at 2/- per chain	12	10 0
Three huts	30	0 0
Total value	120	2 6

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

James Anderson
Chief of Police
Lands Survey Office
Edinburgh

W. K. Poller

Commissioner of Crown Lands.

Signed by the above-named

Rita Maude Barker

as Lessee, in the presence of—

Witness
Occupation
Address

Dr. Barker J.P.
County Council
Fambridge

Rita Maude Barker
Lessee

over

20/10/02

10. The Lessee will pay all rates, taxes, and assessments levied on or payable in respect of the demised land during the said term.

11. The Lessee will at all times during the said term keep in good repair and condition, to the satisfaction of the Commissioner, all buildings and erections for the time being standing on the demised land, and will not destroy, pull down, or remove them, or any part thereof, without the previous permission of the Commissioner in writing.

12. The Lessee will not open up any mine on the demised land without the previous permission of the Commissioner in writing.

13. The Lessee will fully and punctually pay the rent hereinbefore reserved at the times and in the manner hereinbefore named in that behalf.

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

- (a.) For the purposes of these presents the following proposition, to wit, *that the land* of the demised land shall be deemed to be *agricultural* land, *shall be deemed to be mixed agricultural and pastoral land, and shall be deemed to be third class land.*
- (b.) Subject to the provisions herein contained and implied, and also to those of the said Acts and the said regulations, the provisions of the Land Act, 1908, and the regulations thereunder with respect to applications for and the grant of renewable leases, the stipulations and conditions subject to which such leases may be granted, the rights and powers of the Lessor and of every person or authority in his behalf, the rights, powers, and functions of the Land Board and the Commissioner in relation to land and premises comprised in such leases, and the estate, interest, rights, duties, and liabilities of the lessees, shall, so far as the same are applicable, apply to this lease as fully as if they were fully set out herein.
- (c.) If and so often as the Lessee makes default in the due and full payment of any rent hereby reserved, or of any other moneys payable under this lease, or in the faithful observance and performance of any other of the covenants, conditions, or stipulations herein contained or implied, and by her to be observed or performed, then and in any such case the Land Board may, without any previous or other notice or demand, forfeit this lease; and in such case all the Lessee's interest therein shall absolutely cease and determine, subject, nevertheless, to the provisions of the next following clause, respecting valuation of improvements; but such forfeiture shall not affect any right or remedy on the part of the Lessor to recover from the Lessee any money due to the Lessor, nor release the Lessee from any penalty or liability in respect to anything done or omitted to be done by her.
- (d.) In the event of the forfeiture or surrender of this lease, the provisions of the Land Act, 1908, respecting valuation of improvements and the payment or other disposal thereof shall, so far as the same are applicable, apply to the improvements made by the Lessee.
- (e.) For the purpose of distinguishing the improvements existing on the demised land at the date of this lease from those subsequently made by the Lessee, the first-mentioned improvements and their value shall be deemed to be those specified in the Second Schedule hereto.

(1) Insert such additional provisions (if any) as may be necessary with the said Act and the regulations thereunder as with the approval of the Minister, the Land Board thinks fit.

In Witness whereof the Commissioner of Crown Lands for the Land District of *Clonmel* *County Wick*, on behalf of the Lessor, hath hereunto set his hand, and these presents have been also executed by or on behalf of the Lessee.

NEW ZEALAND.

[Crown Lands—157.]

Ashwick SETTLEMENT.



Register-book,

Vol. 280 fol. 122

Application 18831.
State Plans 124 & 126.

RENEWABLE LEASE OF Rural LAND UNDER THE LAND ACT, 1908, THE LAND FOR SETTLEMENTS ACT, 1908, and THE LAND FOR SETTLEMENTS ADMINISTRATION ACT, 1909.

No. 511

CANCELLED

This Deed,

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

Charles William Edmund and William Henry Haunton, both of whom are (who, with their executors, administrators, and permitted assigns, are hereinafter referred to as "the Lessees"), of the other part:

Whereas the allotment of land described in the First Schedule hereto is rural land which has been acquired by the Lessor under the Land for Settlements Act, 1908 (hereinafter called "the said Act"); and whereas, pursuant to the provisions of the said Act and the regulations in that behalf made thereunder (hereinafter called "the said regulations"), the Lessees duly applied for a renewable lease of the said allotment, and on the twentieth day of March, one thousand nine hundred and thirteen, an application was duly granted by the Land Board of the Land District wherein the said allotment is situate (hereinafter called "the Land Board"); and whereas the value of the said allotment is three thousand six hundred pounds (£3,600.0.0).

Now, this Deed witnesseth that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained and implied and on the part of the Lessees to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessees all that piece of land containing by measurement one hundred and ten (110) acres more or less, situated in the Land District of Canterbury and being section numbered 2 of Block 12 in the Survey District of Opake, as the same is more particularly described in the First Schedule hereto and delineated in the plan drawn thereon, and therein coloured red in outline; together with the rights, easements, and appurtenances to the same belonging. To hold the said several premises intended to be hereby demised unto the Lessees for the term of thirty-three years, to be reckoned from the first day of July, one thousand nine hundred and thirteen, and including, in addition, the period between the date of this lease and such day: yielding and paying therefor during the said term unto the Receiver of Land Revenue for the said Land District of Canterbury, free from all deductions whatsoever, the clear annual rent of

four hundred and thirty-two pounds (£432.0.0) computed from the said first day of July, one thousand nine hundred and thirteen; and payable in manner following, that is to say:—

- (a.) By a payment of three hundred and twenty-four pounds (£324.0.0) before the execution of these presents, such payment (which has been duly made) being in respect of rent in advance for the first half-year, computed as aforesaid, together with rent for the period elapsing between the date of this lease and the commencement of the said first half-year; and also
- (b.) By the payment thereafter of two hundred and eight pounds (£208.0.0) half-yearly in advance on the first day of January and the first day of July in each and every year during the said term, the first of such payments to become due and to be made on the first day of January, one thousand nine hundred and fourteen.

And the Lessees do hereby covenant with the Lessor as follows, that is to say:—

1. Subject to the provisions of the said regulations, the Lessees will reside on the demised land from the date of this lease continuously.
2. The Lessees will put on the demised land substantial improvements as under:—
 - (a.) Within one year from the date of this lease, substantial improvements to a value equal to ten per centum of the aforesaid capital value of the land;
 - (b.) Within two years from such date, further substantial improvements to a value equal to another ten per centum of the aforesaid capital value of the land;
 - (c.) And within six years from such date, further substantial improvements to a value equal to another ten per centum of the aforesaid capital value of the land, so that the total value of such improvements at the end of six years from such date shall not be less than thirty per centum of the aforesaid capital value of the land;

and also, in addition thereto, they will within six years from such date, put upon the demised land substantial improvements of a permanent character within the meaning of the Land Act, 1908, to the value of one pound for every acre of agricultural land (first class), ten shillings for every acre of mixed agricultural and pastoral land (second class), and two shillings and sixpence for every acre of third-class land: Provided that, for the purpose of determining whether the Lessees have duly performed this covenant (but for no other purpose), there shall be included the value of all substantial improvements existing on the demised land at the date of this lease (which improvements shall be deemed to be improvements required by this covenant, nevertheless to the extent only of the actual value of such of the said improvements as are subsisting at the time when their value is so included).

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

3. The Lessees will, within two years from the date of this lease, have the demised land fenced with a ring fence, and such fence shall be a sufficient fence within the meaning of the Fencing Act, 1908.
4. The Lessees will once a year during the said term, and at the proper season of the year, properly cut and trim all live fences now on the demised land, or which may be planted thereon during the said term, and also all gorse not growing as fences, and also stub all broom, sweetbriar, and other noxious plants.
5. The Lessees will not take more than three crops, one of which must be a root crop, from the same land in succession; and will either with or immediately after a third crop of any kind sow the land down with good permanent cultivated grasses and clovers, and allow the land to remain as pasture for at least three years from the harvesting of the last crop before being again cropped.
6. The Lessees will at all times during the said term so farm the demised land, if the area of the whole exceeds twenty acres, as that not less than one-half of the total area shall be maintained in permanent pasture.
7. The Lessees will not cut the cultivated grass or clovers for hay or seed during the first year from the time of sowing as aforesaid, nor at any time remove from the demised land or burn any straw grown thereon.
8. The Lessees will whenever necessary, but not less than once a year, during the said term properly clean and clear from weeds, and will at all times during the said term keep open, all creeks, drains, ditches, and watercourses upon the demised land, and the Commissioner of Crown Lands (hereinafter called "the Commissioner"), or any Crown Lands Ranger of the Land District wherein the demised land is situate, shall have the power at any time to enter upon and make through the demised land any drain that he deems necessary, without payment of any compensation to the Lessees.
9. In the event of the Lessees at any time failing to faithfully perform any of the foregoing covenants relating to the trimming of live fences, and stubbing gorse, broom, and sweetbriar, or other noxious weeds, or to the cleaning, clearing from weeds, and keeping open all creeks, drains, ditches, and watercourses, it shall be lawful for the Commissioner to have such work done, and to recover the cost of the same from the Lessees in the same manner as rent.



280 122

280 122

280 122

1122 Transfer 117437 produced 20 May 1915 at 11:25 am. William Henry Hammond to the within named Charles William Hammond of his interest
J. Fraser
A.L.R.

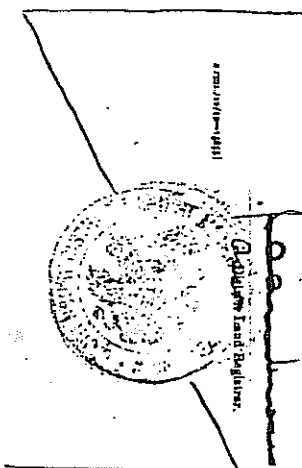
produced 23/12/1954
Pastoral Lease 529/52
issued
Rimbuworth

280/122

Transfer 222629 produced 15th March 1938 at 11:25 am
Charles William Hammond to William Donett Sutton
of Erua near Otago sheep farms.
Rimbuworth
A.L.R.

Mortgage 97886 produced 15th March 1938 at 11:25 am
William Donett Sutton to the State Bank
of New Zealand Limited
Rimbuworth
A.L.R.

DISCHARGED



Of and under the Land Act 1909, the Land for Settlements Act, 1908 and the Land for Settlements Administration Act, 1909.
Section 2 of the Land Act, 1909.
Thirty-three years from
1st July 1913.
Borrowed at 2 1/2% on the 19th day of January 1914.
of January 1914.
Rimbuworth
A.L.R.

Discharged
His Majesty the King
to
William Henry Hammond and William Henry Hammond
Pastoral Settlement,
Otago Land District.
LEASE

Proclamation 1815 proclaiming as road the part of the within land containing 13 perches coloured yellow in plan.
hereon entered 9 October 1941 at 9:30 am
W. H. Jones
A.L.R.

K. 14073 extending within lease for a further term of 5 years pursuant to Section 25 of the Reserves and Other Lands Disposal Act 1941 Produced 20 February 1942 at 9:30 am
W. H. Jones
A.L.R.

K. 14402 extending within lease for a further term of two years pursuant to Section 30 of the Reserves and Other Lands Disposal Act 1943 produced 20 April 1944 at 10:50 am
Rimbuworth
A.L.R.

301092 extending within lease for a further term of 1 year, pursuant to Section 15 (1) of the Reserves and Other Lands Disposal Act, 1947, produced 4 FEB 1948
Rimbuworth
A.L.R.

346494 Transfer William Donett Sutton to Alister Mackintosh of Banks Shephard produced 3rd February 1951 at 10:25 am
Rimbuworth
A.L.R.

346495 Mortgage Alister Mackintosh to The State Advances Corporation of New Zealand produced 3rd February 1951 at 10:30 am
Rimbuworth
A.L.R.

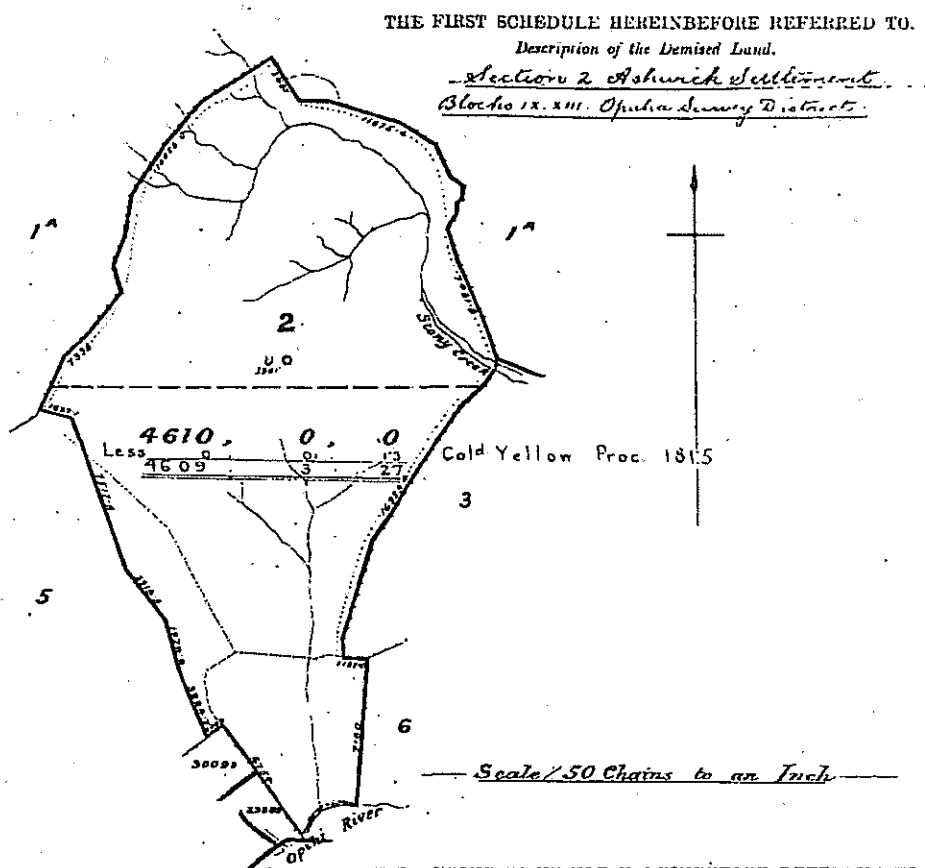
362112 Change of Application whereby the description of part of the within land is changed from Pastoral Settlement 14073 to 14402 entered 14 July 1952 at 10:50 am
Rimbuworth
A.L.R.

280 122



280/122

Image Quality due
to Condition
of Original



THE SECOND SCHEDULE HEREINBEFORE REFERRED TO.
Improvements now existing on the Demised Land and their Value.

(1) Specify improvements
in detail, with their
respective values.

Improvements	Value.		
	£	s.	d.
400 chains boundary fencing, post and wire, 60 ft. per chain — 1 value	50	0	0
200 chains subdivision fencing, post and wire, 60 ft. per chain	60	0	0
Total value	110	0	0

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

James Hardman
Agent of Titles
Lands Survey Office
Christchurch

W. K. Pollen

Commissioner of Crown Lands.

Signed by the above-named

— Charles William Hammond —
— and William Henry Hammond —
as Lessee, in the presence of—

C. W. Hammond

W. H. Hammond

Lessee.

Thomas Robinson Pro J. France
Commissioner
Christchurch
Yairi

250/122

10. The Lessees will pay all rates, taxes, and assessments levied on or payable in respect of the demised land during the said term.

11. The Lessees will at all times during the said term keep in good repair and condition, to the satisfaction of the Commissioner, all buildings and erections for the time being standing on the demised land, and will not destroy, pull down, or remove them, or any part thereof, without the previous permission of the Commissioner in writing.

12. The Lessees will not open up any mine on the demised land without the previous permission of the Commissioner in writing.

13. The Lessees will fully and punctually pay the rent hereinbefore reserved at the times and in the manner hereinbefore named in that behalf.

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

(A.) For the purposes of these presents the following proportion, to wit, *five hundred (500)* acres of the demised land shall be deemed to be agricultural land, *whereof* ~~shall be deemed to be third-class land and the balance thereof shall be deemed to be third-class land.~~

(a.) Subject to the provisions herein contained and implied, and also to those of the said Acts and the said regulations, the provisions of the Land Act, 1908, and the regulations thereunder with respect to applications for and the grant of renewable leases, the stipulations and conditions subject to which such leases may be granted, the rights and powers of the Lessor and of every person or authority in his behalf, the rights, powers, and functions of the Land Board and the Commissioner in relation to land and premises comprised in such leases, and the estate, interest, rights, duties, and liabilities of the lessees, shall, so far as the same are applicable, apply to this lease as fully as if they were fully set out herein.

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

(d.) In the event of the forfeiture or surrender of this lease, the provisions of the Land Act, 1908, respecting valuation of improvements and the payment or other disposal thereof shall, so far as the same are applicable, apply to the improvements made by the Lessees.

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

(f)

(1) Insert such additional provisions (if any) and inconsistent with the said Acts and the regulations thereunder as with the approval of the Minister, the Land Board think fit.

In Witness whereof the Commissioner of Crown Lands for the Land District of *Cambridge*, on behalf of the Lessor, hath hereunto set his hand, and these presents have been also executed by or on behalf of the Lessees.

(BP)

LANDONLINE REQUESTS
 Knight Frank (NZ) Ltd
 chch

17/4

(m bradley)

Job No.

54439

Being Processed.

03 3798440

Completed

Cont

362412

Ordinary Title Ref	Guaranteed Title Ref	Document No.	Plan No.
Charge of appellation		362412	

13948

Change of Appellation

Particulars under 1/10 Registration

as per Schedule

14 July 52 10.42am

Chicago

Assistant

Canterbury



191/99, 202/277, 280/122, 280/102
280/123, 521/144, 305/175, 424/184
519/103, 443/232, 521/155, 541/174
328/131, ~~553/23~~, 470/101, 170/140
334/103, 181/82, 496/274, 431/181
14/272, 156/140, 24/24, 4/81,
521/34, 351/5, 336/245, 357/170
321/300, 444/189 ~~444/189~~

Rational Air Licences

448, 488, 514

C/A. Full
Chief Surveyor

14/7/52
10.42am

The District Land Registrar,
OIA/IST/CHURCH.

The following are changes of appellation affecting your records. Would you please note them accordingly.

362412

McClelland
Chief Surveyor. 16/1/52.

Commonland 9 May 1952 New Sec. No.	Former Appellation	Block and Survey District	Area	Titles Affected	S.O. Plan
Run 5 ✓	Run 5 being R.S. 34441 and 36646	Four Peaks S.D. (Geraldine County)	23,315 0 00	C.T. 191/99; 202/277 (Crown) P.R. 514 (Licence)	
Run 259	R. Sec. 2 and Pt. 1A Ashwick Settlement	(Takapu and Urua S.D.s (Mackenzie County)	10,505 0 00	C.T. 280/122 & 102 (100000)	5106/7 ^L , 7317 ^S
Run 260	Sec. 1 and Pt. Sec. 1A & 4 Ashwick Settlement <i>Sec. 1 and Pt. Sec. 1A & 4 Ashwick Settlement Sec. 1 and Pt. Sec. 1A & 4 Ashwick Settlement</i>	(Mackenzie County)	7,471 2 00	C.T. 280/102 & 125 (100000)	5106 ^L , 5109 ^L
Reserve 4651 ✓	Pt. Run 66 ^A	III, Gibbon	10 2 00	Pastoral Licence 448	8469*
Reserve 4652 ✓	Pt. Run 66 ^B	V, Gibbon	10 1 24	Pastoral Licence 448	8469*
Sec. 11	Seagrill Sett.		4 2 27		
Run 12	" " formerly Sections 9 and 10	XI, Waikari	33 1 00	Registered Lease Volume 521 Folio 144	S.O. 5235*
Run 13	" " "		10 0 00		
37705 ✓	Reserve 945	XVI, Opihi	195 0 00	C.T. 12/25; Lease 8509	Block Sheet.
Reserve 4654 ✓	Pt. R.S. 13523 and Pt. Reserve 1160	II, Leaton	2 2 03	C.T. 424/184; 519/103 Ltd.	8371*
VI. 9. 1256 ✓	Pt. R. 300	Borough of Ashburton	1 2 184	—	8467*
VI. B. 1267 ✓	R. 301	" " "	10 3 398	—	8467*
Sec. 16 Kohiku Sett.	Reserve 3560	II & III, Waimate	5 0 00	—	1496 ^L
37945 ✓	Pt. Lot 3 D.P. 857 being Pt. R. 1109	VI, VII, X, XI, Hinds	239. 1 16	Pt. C.T. 443/232; Lease 7234 (New S.O. 1/52)	8473*
37944 ✓	Pt. R. 8s. 37803 and 37806	I, Pigeon Bay	0 1 28.2	Pt. Lease Vol. 521/155 and 541/74 Area from 521/155 36.4p. Area from 541/74 31.8p.	8471*
Sec. 17 Homabrook Sett.	Part Section 6 Homabrook Sett. O.R. 5102	V, Southbridge	106 1 01.2	Regd. Lease Vol. 328/131	5402 ^L
Lot 45 D.P. 13550	Reserve 4529	XIII, Christchurch	0 2 00	Reservation Revoked O.L.C. 359510	D.P. 13550.
R. 4658	Lot 16 D.P. 16284 (Pt. R. 8. 487)	XV, Christchurch	0 1 12	Exploratory Res. Pt. O.L. 470/101	D.P. 16284
Wharenui Manlet	Wharenui Settlement or Wharenui Estate	X, Christchurch		Lease Vol. 420/101	
Sec. 43 Blk. XI Cheviot S.D.	Ros. 3972 and Pt. Ros. 3213 and 3709	XI, Cheviot	10 2 07	— R.R. 92/104	S.O. 14150*
Res. 4659 Ron. 4660	Lot 2 D.P. 15483, Pto. R. 3. 713 Lot 26	XI, Christchurch	1 2 18 0 0 16	Pt. C.T. 495/274	D.P. 15483.
37680 ✓	R. 3092 and Pt. R. 1111	V, Wakanui	240 2 00	C.T. 431/181 and Dal. 14/272 (Lease 10570) Leases in area by re-calculation	S.O. 8481*
37052 ✓	Pt. R. 3. 37006 (Whare R.S. now cancelled New part in the 2492 10000)	II, Selwyn	81 2 20	Pt. 156/140 (cancelled)	S.O. 7050 ^L D.P. 13150
37023 X	Pt. Reserve 1081	VII, Oxford	4 3 10	Free 34	8446 ^L
37024 ✓	" " and Pt. R. 3. 20447	VI, VII, Oxford	11 0 23	Free 34, 325046	"
37025 ✓	" " "	VI, Oxford	12 0 19	Free 34	"
37683 ✓	Pt. Reserve 1188	VI, Oxford	26 0 00	C.T. 4/81	"
37706 ✓	Pt. R. 8. 37568	X, Lowry Peaks	27 2 23	C.T. 521/34 (cancelled)	8475*
37953 ✓	Reserve 310 and Pt. Reserve 1238	VII, Leaton	15 0 15	Lease Volume 351/5	S.O. 1257 ^S
R. 4657 ✓	Pt. R. 8. 48, 48A	City of Christchurch	13 3 02	C.T. 336/247, 357/170 (both cancelled)	8479*
37050 ✓	Oxoni Land and Riverbed	VIII, Teviotdale	2 3 19.6	—	8348*
37026 ✓	Lot 16 D.P. 504 and Pt. Lot 3 D.P. 3389, being part R. 8s. 23241 and 15327.	IX, Corwar	229 3 00	Pt. 221/300 (Pt. cancelled) Pt. 444/189 (cancelled)	8573*
37027 ✓	Pt. Lot 3 and Pt. Lot 2, D.P. 3389, being part R. 8. 15327	IX & X, Corwar	234 3 20	Pt. 444/189 (cancelled)	8375*
37028 ✓	Pt. Lot 2, D.P. 3389, being part R. 8. 15327	IX & X, Corwar	257 3 00	Pt. 444/189 (cancelled)	8373*
X	Res. 4182, reservation revoked, reverts to Lot 28 D.P. 8433 (Pt. R. 3. 6985) situated in Blk. VIII Christchurch			Area 36.5p.	
X	Res. 783, reservation revoked, reverts to Town Section 310, Borough of Waimate.			Area 0 - 1 - 15	

* Copy of plan supplied.

ENCL. 13 Photostats.

LANDONLINE REQUESTS
Knight Frnk
Murray Bradley
Fax 379 8440

11/4

Job No. 52918

Being Processed.

Completed

Ordinary Title Ref	Guaranteed Title Ref	Document No.	Plan No.
		157855-1	

3P55

17419

CERTIFICATE OF ALTERATION

MWO_0022811



HER MAJESTY THE QUEEN Lessor.
Licensor.

JOHN WILLIAM GUERIN Lessee.
Licensee.

PARTICULARS entered in the Register Book,

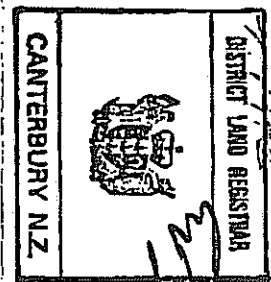
Volume _____, folio _____,

the _____ day of _____ 19____,

at _____ o'clock.

Assistant Land Registrar of the
District _____

District of _____



May 30 9 15 AM '77

District Land Registry
Christchurch No. 1.

107855/1
Alteration involving the
transfer of the section 10
and making the same
as to the

ALTERATION UNDER SECTION 113, LAND ACT 1948

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

and

Pastoral No.29

IN THE MATTER of/lease (licence) from HER MAJESTY THE QUEEN to JOHN WILLIAM GUERIN of Cloudy Peaks, Fairlie Farmer, Lessee of Run 259 "Cloudy Peaks" situated in Tekapo and Opuha Survey Districts (Mackenzie County) Area : 4251.2226 hectares

Vol 529 , folio 52 ^{registered in} ✓ , Canterbury Land Registry.

This is to certify that pursuant to Section 66 of the Land Act 1948 the Stock Limitation of the within Pastoral Lease is hereby reduced to not more than 1770 sheep and not more than 30 cattle and the annual rent is hereby reduced to \$450.00 as at 1 July 1976.

as witness my hand, this 18th day of April 1977

J. E. Fiel
Assistant Commissioner of Crown Lands.