

Crown Pastoral Land Tenure Review

Lease name : GRAYS HILLS

Lease number : PT 042

Due Diligence Report (including Status Report) - Part 4

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

R.2926
176.0387
Plantation &M

VIII

V

PT-RUN 85A
2982.5331

XII

IX

Grays Hills
RUN 73
10650.0000

XVII

XIII

R.184
80.9371

32649
103.2759

32648
132.1994

DDA

WA

R.2916
336.2937
Forestry

31881
57.9871

31712
20423
CA.200

31714
106.2182

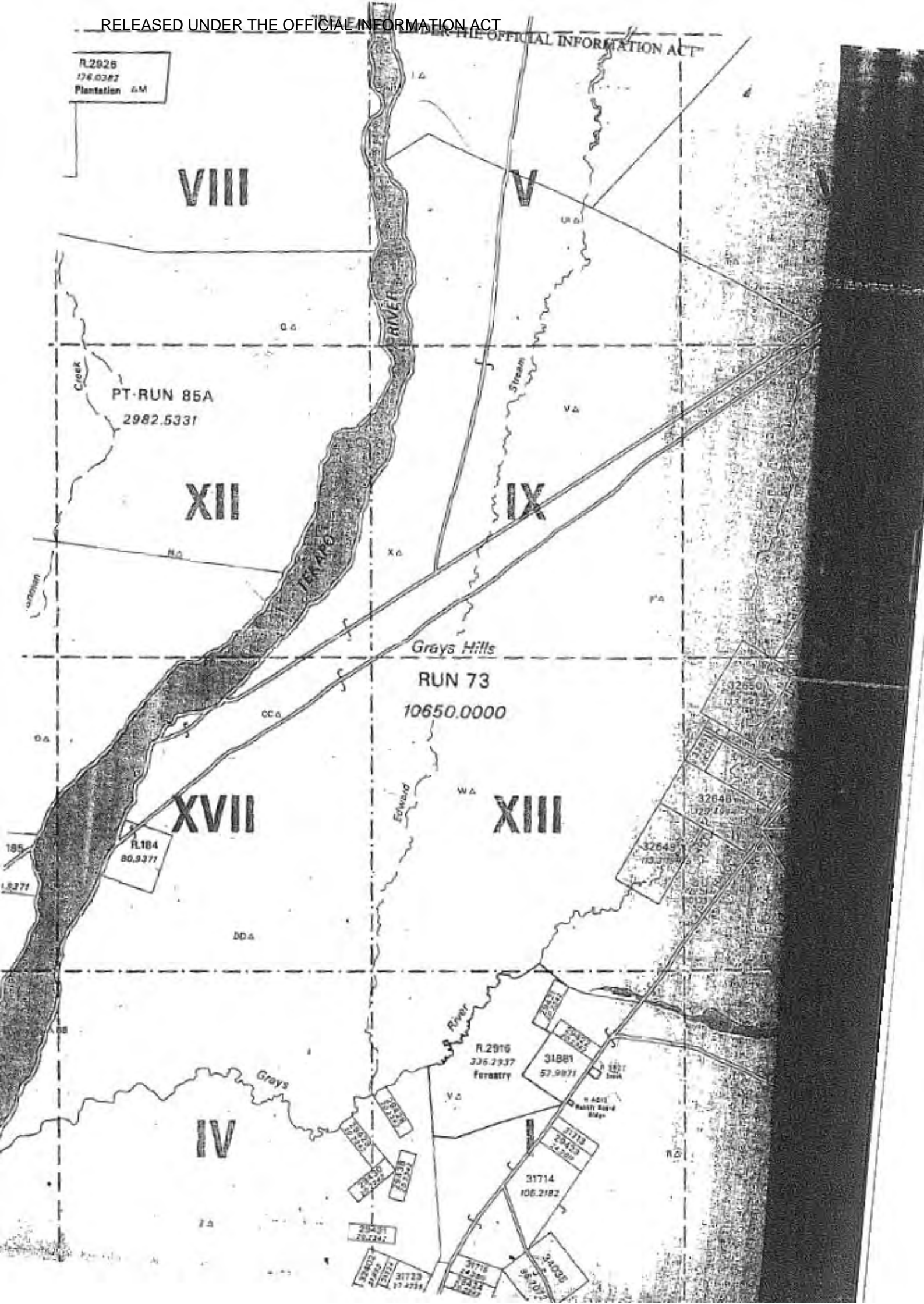
31716
24.100

31715
17.228

IV

7A

ND



DOC Consultation



Department of Conservation
Te Papa Atahou

Our ref: PAR 019, PTR 042 PTR 047, PTR 056

11 October 2001

Don McGregor
McGregor Property Services
6 Cumberland Place
Kaiapoi

Dear Don

PASTORAL LEASE STATUS CHECK - BEN MCLEOD, WAIRAU DOWNS, & GRAYS HILLS

I refer to your letter of 14 September 2001.

I have checked the Department of Conservation's land records. The only areas of public conservation estate within the boundaries are potential marginal strips. I have commented on these below. Conservation Estate does adjoin the properties and is listed below:

BEN MCLEOD (CLOCKWISE FROM WESTERN EXTREMITY

J36/36 - Marginal Strip - Crown Land reserved from sale pursuant to Section 122 Land Act 1908. Held under Conservation Act 1987.

J36/35 - Marginal Strip - Crown Land reserved from sale pursuant to Section 122 Land Act 1908. Held under Conservation Act 1987.

J36/37 - Marginal Strip - Crown Land reserved from sale pursuant to Section 122 Land Act 1908. Held under Conservation Act 1987.

J36/8 - This land shows up as being under investigation for addition to the public conservation estate. It is in our system as the Rata Peaks retirement area. As it sits outside the lease, I have not made any further enquiries. It is presumably an area surrendered from an adjoining Pastoral Lease, where Gazette action has not been finalised.

J37/102 - This land shows up as being under investigation for addition to the public conservation estate. It is in our system as the Clayton retirement area. As it sits outside the lease, I have not made any further enquiries. It is presumably an area surrendered from an adjoining Pastoral Lease, where Gazette action has not been finalised.

I37/001 - Part Run 77 Surrender - this land is held under Section 62 of the Conservation Act 1987 (deemed to be stewardship land).

As all these areas sit outside the pastoral lease boundary, I have not made any enquiries regarding any concessions.

WAIRAU DOWNS

J39/134 - Hunter Hills Conservation Area - this land is held as Stewardship land under the Conservation Act 1987.

As this area sits outside the pastoral lease boundary, I have not made any enquiries regarding any concessions.

GRAYS HILLS

I38/12 - Part Reserve 3906 - this land is held under Section 62 of the Conservation Act 1987 (deemed to be stewardship land).

I38/19 - Tekapo River Marginal Strip - Former Section 58 Strip now administered under Part IVA of the Conservation Act 1987.

As these areas sit outside the pastoral lease boundary, I have not made any enquiries regarding any concessions.

With respect to marginal strips, Grays Hills was renewed in 1984, so there will be no Conservation Act marginal strips in place. I see a Section 58 memorial on the title but no marginal strips are shown on the Department's records, or on Terraview apart from that mentioned above. As you know, the legality of Section 58 strips not identified on survey plans is in doubt.

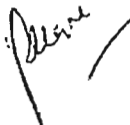
Wairau Downs was renewed in 1988, and the C/T is noted as being subject to Part IVA of the Conservation Act 1987. Once again no marginal strips are shown on the Department's records, or on Terraview (apart from I38/19 mentioned above). If the land is subject to the moveable marginal strips it seems unlikely the property has ever been surveyed with a view to identifying which (if any) waterways qualify for a marginal strip.

Ben McLeod was renewed only a year before Wairau Downs, and yet the C/T makes no mention of marginal strips as far as I can see (either Part IVA or Section 58 strips). This just serves to underline the doubt and uncertainty about which high country properties are subject to Marginal Strips, and if any are subject to such strips, whether they are the fixed or moveable variety:

It is practically impossible to identify with any certainty whether a marginal strip is in place if it is not shown on a survey plan. Some marginal strips are shown on the DOC allocation maps, and others are not. If there is no marginal strip shown on our allocation records, I have not identified them.

If there are any marginal strips in existence, there will be no concessions granted over them, save for a small number of generic concessions covering the majority of the public conservation land in the conservancy.

Yours faithfully



Robert Cant
Statutory Land Management Officer (Community Relations)
For Conservator, Canterbury
Email: Rcant@doc.govt.nz



Information supporting Mineral investigation

GRAYS HILL PASTORAL LEASE

i) Plan Index (Pastoral Runs)

SO's 107, 10098, 14069, 15170-15176.
(to 1987 only)

2) Run Register

Run 73 (529/8).

- Shows adjoining R 184 (Ferry and Ford Reserve by County.
Provincial Gazette 20/8/1861 (Temp) 18/12/1861 (Perm)
Reserve revoked NZ Gaz 1982 p 3265

- Shows RS 40883 (formerly Pt RS 33831) - SO 3992
RS 33831 (CT 99/27). This area acquired by HMIC
from Jno M'Intosh in September 1927 (T. 179139)
RS 33831 subsequently let on Small Grazing Lease 231
(CL 409/113). New lease 457/41.
Consolidated into CL 529/51 then CL 529/204 (Glenrock
Pastoral lease)

Don M'Gregor

PASTORAL LICENCE 326.

NEW ZEALAND

NOT REGISTERED UNDER 529/1948
NEW ZEALAND LICENCE DISTRICT
Entered in the Register, Vol. 571 at 48
the 21st day of January 1951
1951. 10.16. 1951
G. H. Ball
Land Registrar
Christchurch

CANTERBURY
LAND DISTRICT

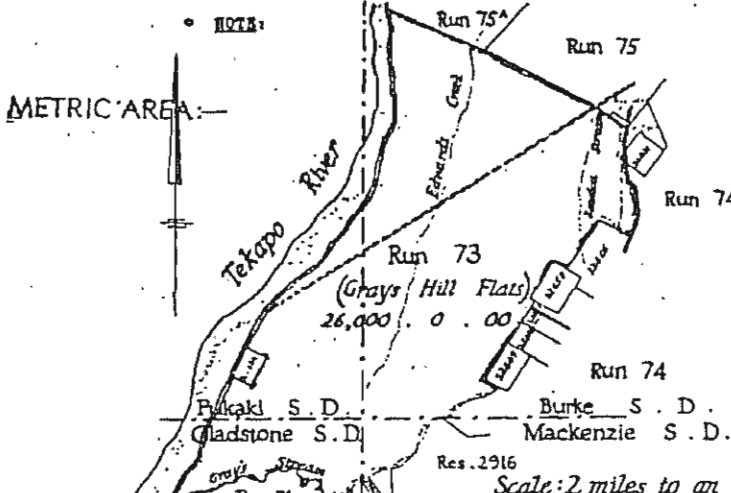


Pastoral Occupation Licence of Pastoral Land under the Land Act, 1948

No. O. 8.



Whereas DAVID URQUHART (thirteen-fifteenths share), LESLIE DUNCAN URQUHART (one-tenth share) and DAVID URQUHART the Younger (one-thirtieth share) all of Paritike, Shepherders, as tenants in common has applied under the provisions of the Land Act, 1948, for a Pastoral Occupation Licence over all that piece or parcel of pastoral land containing by measurement Twenty-six thousand (26,000) acres more or less, situated in the Land District of Canterbury and being Run 73 (Grays Hill Flats) situated in Pukaki, Burke, Gladstone and Mackenzie Survey Districts



(hereinafter referred to as the said land), as the same is delineated on the plan enclosed hereon and referred to in outline; together with the rights, easements, and appurtenances thereto belonging. And whereas the Land Settlement Board has granted the said David Urquhart, Leslie Duncan Urquhart, and David Urquhart the Younger (hereinafter referred to as the Licensees) a Pastoral Occupation Licence over the said land for a term of Three (3) years to be reckoned from the 1st day of March one thousand nine hundred and fifty-one together with the period between the date of this licence and the first day of March 1951; Yielding and paying therefor during the said term into 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 twenty pounds (£220 : : :) payable without demand by equal half-yearly payments in advance on the 1st day of March and 1st day of September and every year during the said term. And also paying in respect of the improvement specified in the Schedule hereto the sum of (£) by a deposit of (£) (the receipt of which sum is hereby acknowledged) and thereafter by (£) half-yearly instalments of shillings and pence (£ : : :) on the 1st day of January and the 1st day of July in each year during the term of this licence.

- 1. THAT the Licensee shall fully and punctually pay the rent and interest thereon at the times and in the manner hereinafter provided in respect of the said land or any part or parts thereof during the said term.
- 2. THAT the Licensee will within one year after the date of this licence take up his residence on the said land, and thereafter throughout the term of the licence will reside continuously on the said land.
- 3. THAT the Licensee 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 Licensee will at all times use 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 Licensee will throughout the term of this licence 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, 1907.
- 6. THAT the Licensee will keep the said land free from wild animals, rabbits, and other vermin, and generally comply with the provisions of the Rabbit Nuisance Act, 1925.
- 7. THAT the Licensee will clean and clear from weeds and keep open all 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 licence; 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 Licensee 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 Licensee or are or hereafter are 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 Licensee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto) which are being purchased by the Licensee or are or hereafter are 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 term of the day on which any such premium becomes payable, the receipt for that premium.
- 10. THAT the Licensee will not throughout the term of the licence 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 licence 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 Licensee.
- 11. THAT the Licensee shall not, except for the purpose of complying with any of the provisions of the Noxious Weeds Act, 1907, burn any tussock, scrub, fern, or grass on the said land, nor permit any tussock, scrub, fern, or grass on the said land to be burned, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such terms and conditions as the Commissioner may deem necessary.
- 12. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of ingress, egress and regress over the land comprised in this licence for the purpose of determining whether such land or any adjoining land is infested with sheep, 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 Licensee's stock.
- 13. THAT the Licensee will observe the provisions of the Noxious Weeds Act, 1907, on the said land within the time specified in that Act and will also observe the said Act in good order, repair, and maintenance to the satisfaction of the Land Settlement Board.

13. THAT the Licensee shall exercise due care in stocking the said land and shall not overstock.
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 licence.

AND it is hereby agreed and declared by and between the Land Settlement Board and the Licensee:—
(a) THAT the Licensee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil.
(b) THAT the Licensee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1948) on or under the surface of the soil of the said land, and all such minerals are reserved to His Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him out 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 Licensee of compensation for all damage done to improvements on the said land in consequence of the Licensee 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 sown or situated within the compass of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any building or dwelling-house; Provided also that the Licensee 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 the Licensee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary,—
(i) Cultivate any portion of the said land for the purpose of growing winter food for the stock dependent thereon;
(ii) Crop such area of the said land as is sufficient for the use of himself and family and his employees;
(iii) Plough and sow in grass any portion of the said land;
(iv) Clear any portion of the said land by felling and burning; bark or scrub and saw the land so cleared in grass;
(v) Sown sow in grass any portion of the said land;
Provided that the Licensee shall, on the termination of the licence, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clover and grasses to the satisfaction of the Commissioner.

529/8

600 (1) THAT the licensee shall remain due care in stocking the said land and shall use necessary funds for the purpose of this clause in being generally deferred and a good between the Land Settlement Board and the Licensee that the number of stock to be depastured on the said land during the initial months shall not, without the permission of the Commissioner, exceed on a basis of a count of one head of sheep and of one and a half for horses or ponies.

601 (1) THAT the licensee shall have no right of acquiring the fee simple of the said land.
(2) THAT if the Licensee shall have New Zealand or elsewhere the said land or if he cannot be found or if he shall neglect or fail or refuse to comply with the terms 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 or other payment due to the Department of Lands and Survey, then the Land Settlement Board may, subject to the provisions of section 116 of the Land Act, 1949, declare this licence to be forfeit, and that without discharging or releasing the Licensee from liability for rent due or accruing due or for any other breach of any term or condition of the Licensee.
(3) THAT this licence is intended to take effect as a pastoral occupation licence under the Land Act, 1949, and the provisions of the said Act and of the regulations made thereunder applicable to such licence shall be binding in all respects upon the licensee in the same manner as if such provisions had been fully set out herein.

SCHEDULE

IMPROVEMENTS BELONGING TO THE CROWN AT THE DATE OF THIS LICENCE

- (b) THAT pursuant to Section 8 of the Coal Mines Amendment Act, 1950, this licence is subject to the reservation to the lessor of all coal existing on or under the surface of the land, and subject also to the reservation to the lessor of the power to grant coal mining rights over the land under Part I of the Coal Mines Act, 1925.
- (d) THAT the licensee 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 4070 (being an increase of ten per cent on the carrying capacity on which is based the rent heretofore reserved) but the Commissioner may by notice in writing permit the licensee 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 transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.

In witness whereof the Commissioner of Crown Lands for the Land District of Canterbury, on behalf of the Land Settlement Board hath hereunto set his hand this _____ day of _____, 19____, in the presence of--

Witness: [Signature]
Occupation: [Signature]
Address: [Signature]

[Signature]
Assistant Commissioner of Crown Lands

WE I, the within-named Licensee hereby accept this licence on the terms and conditions specified herein and in witness thereof have hereunto set my hand in the presence of--

Witness: [Signature]
Occupation: [Signature]
Address: [Signature]

[Signature] Licensee
[Signature] Licensee
[Signature] Licensee

Hand Lease issued 529/60
Amblow...
[Signature]

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CANCELLED

NEW ZEALAND



189 C

CERTIFICATE OF TRANSFER

Register Book

Vol. 99 Folio 27

Cancelled

99/27

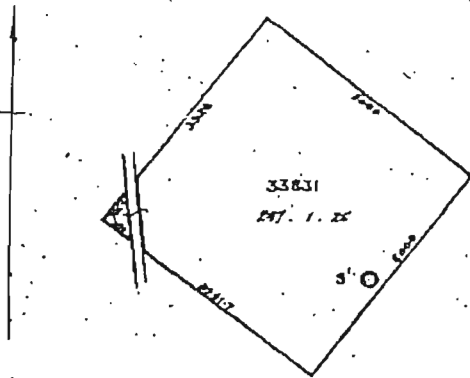
The New Zealand and Australian Land Company Limited is now seized of an Estate in fee simple subject nevertheless to such encumbrances liens and interests as are notified by Memorial under written or indorsed hereon in those pieces of land situated in Block X of the Burke Survey District containing together two hundred and forty seven Acres one rood twenty six perches or thereabouts which said pieces of land are colored green in the plan hereon and comprise the Rural Section marked 33831 delineated in the Subdivision Map of the said District deposited in the Office of the Chief Surveyor originally purchased from the Crown on the seventh day of October 1848 by The New Zealand and Australian Land Company Limited

In Witness whereof I have hereunto signed my name and affixed my Seal this seventeenth day of July one thousand eight hundred and eighty three Signed in the presence of James [Name] the 17th day of July 1883



District Land Registrar of the District of Canterbury

BLOCK X BURKE DIST



Transfer 112731 produced 6 December 1916 at 10:20 am. The New Zealand and Australian Land Company Limited to John Mcintosh of Hembell Farmer.

Transfer 179139 produced 1st September 1927 at 10:55 am. John Mcintosh to His Majesty the King.

By your leave, His Majesty the King to Hugh Hammond issued. See Volume 205 Folio 13

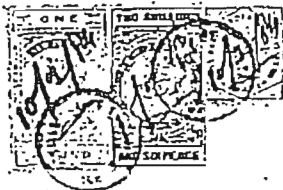
Scale, 20 chains to an inch. CT FILE 99/27.

Surveyed by H. H. Nicol
Chief Surveyor J. H. Baker
Draftsman J. Walker
2551

Image Quality due to Condition of Original

Cancelled pursuant to Section 224 of Land Act 1945

Cancelled



27/66



179139

No.

TRANSFER of Land.

Correct for the purposes of the Land Transfer Act.

Situated in Burke Survey District.

W. H. Hamilton

Solicitor
For the Purchaser

John McIntosh Vendor

His Majesty the King Purchaser

Particulars entered in Register Book,

Vol. 99 Folio 27

the 1 day of SEP 1927

at 10.53 o'clock.

[Signature]

District Land Registrar
of the District of Canterbury.

MWO_0018578

free

RAYMOND, STRINGER & CO.
SOLICITORS
CHRISTCHURCH

11/3/27

Approved by the District Land Registrar,
Christchurch.

(C)

No. 489

[New Zealand

Memorandum of Transfer

JOHN McINTOSH of Kimbell Canterbury Farmer -----

1. Here state nature of the estate or interest.

being registered as the proprietor of an estate in fee simple

subject however to such encumbrances, liens, and interests as are notified by memoranda

2. District, County, Hundred or Township.

underwritten or endorsed hereon, in all that piece of land situate in the Burke Survey District

3. Here state area, exclusive of roads, interests, etc., if any.

containing TWO HUNDRED AND FORTY SEVEN ACRES ONE ROOD TWENTY SIX PERCHES
(247 Acres 1 Rood 26 Perches)

4. Here state rights of way, privileges, or easements, if any, intended to be conveyed, and if the land to be dealt with contains all that is included in an existing grant, or certificate of title or lease, refer thereto for description of parcels and diagrams; otherwise set forth the boundaries in chains, or links, and refer to the plan delineated on the margin of or annexed to the instrument specified in the Registry Office.

be the same a little more or less being Rural Section 33831 and being all the land comprised in Certificate of Title Volume 99 Folio 27

In consideration of the sum of FOUR HUNDRED AND NINETY FIVE POUNDS (2495)

paid to me by THE HONOURABLE THE MINISTER FOR LANDS -----

-----the receipt of which sum is hereby acknowledged

Do hereby transfer to ~~himself~~ HIS MAJESTY THE KING -----

5. Or a lesser estate or interest ----- all my estate and interest ⁵ in the said piece of land describing such lesser estate -----

In Witness whereof I have hereto subscribed my name this
5th day of November, one thousand nine hundred and twenty six.

Signed by the said JOHN McINTOSH

John McIntosh

in the presence of

Witness

Name J. P. Stearn

Occupation Solicitor

Address Temain

NEW ZEALAND.

Lands Form No. 21. A
Registry-Book.

Volume 302 folio 52
99 27



No. 231 (C.L.)

409 013
vol 409 folio 13

LEASE OF SMALL GRAZING-RUNCANCELLED

Under the Land Act, 1924, and its Amendments.

This Deed,

made the 31st day of September, 1927, between His Majesty King George the fifth (who, with his heirs and successors, is and are herein referred to as "the lessor"), of the one part, and

HUGH FAIRFORD, of Fairlie, Farmer, in the Land District of Canterbury (who, with his executors, administrators, and assigns, is hereinafter referred to as "the lessee")

BURKE S. D.

of the other part, witnesseth that, in consideration of the rents, covenants, conditions, and agreements hereinafter reserved, 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 area of Crown land, eight thousand two hundred and forty three (8243) acres containing by estimation and thirty seven (37) perches

Rural Section 35314-Blocks VI, VII, XI, and XV, and Rural Section 35317, 35324, X, and Rural Section 35313, in the Land District of Canterbury

in the Dominion of New Zealand, as the said land is delineated on the plan in the Lands and Survey Office at Christchurch, and also on the

plan drawn in the margin hereof and bordered red, together with all rights, easements, and appurtenances to the said land belonging or appertaining, to hold the same as a small grazing-run for pastoral purposes unto the lessee for the term of years (to be reckoned from the first day of March 1927, subject, however, to the covenants contained and expressed in sections eighty-four and eighty-five of the Property Law Act, 1908, in relation to the payment of rent and the power of distress, and subject also to the several provisions and stipulations set forth in section two hundred and thirteen of the Land Act, 1924, hereinafter called "the said Act"), and to all the provisions of Part V of the said Act relating to small grazing-runs, and to all other the provisions of the said Act and its amendments relating to or affecting the estate, interest, rights, or liabilities of the lessee in respect of the land and premises hereby demised, or the rights and powers of the lessor, or any person or authority in his behalf, in relation to the said land and premises, and whether arising under the said Act and its amendments, or otherwise, hereinafter: (Rent of Four hundred and seventy five pounds fifteen shillings)

(£ 475 : 15 : 0), by equal half-yearly payments in advance, on the first day of March and the first day of September in each year, clear of all rates, taxes, and deductions whatsoever. The first of such payments having

been made to the Receiver of Land Revenue at Christchurch on behalf of the lessor, the

next to become due and be made on the first day of September 1927, and thereafter on the 1st day of March and September in each and every year in the manner required by the said Act. The lessee doth hereby, for himself, his heirs, executors, administrators, and assigns, covenant with the lessor that he, the lessee, shall and

will pay the yearly rent of Four hundred and seventy five pounds fifteen shillings (£ 475 : 15 : 0), hereinafter reserved, at the times and in manner aforesaid, and will, in relation

to the premises hereby demised, perform, observe, and keep the several covenants and conditions herein contained or implied, and on the lessee's part to be performed, observed, and kept respectively; and will in all respects abide by and conform to the provisions of the said Act and its amendments relative to small grazing-runs, and also abide by and conform to all other provisions of the said Act and its amendments relating to or affecting the estate, interest, rights, or liabilities of the lessee in respect of the land and premises hereby demised.

In witness whereof the Commissioner of Crown Lands for the Land District of Canterbury (in pursuance of the authority vested in him by the said Act), for and on behalf of the lessor, and the lessee, have hereunto set their hands the day and year first above written.

Signed by JULIAN STEWART
the Commissioner of Crown Lands for the Land District of Canterbury
on behalf of the lessor, in the presence

M. Howard
Commissioner of Crown Lands

Witness:
Name: *John Wood*
Occupation: *civil servant*
Address: *Christchurch*

Signed by the said
HUGH FAIRFORD

Hugh Fairford

in the presence
Witness:
Name: *John Wood*
Occupation: *civil servant*
Address: *Christchurch*

Image Quality due to Condition of Original

409 013

THIS DEED is issued in lieu of surrendered S.C.R. Lease Number 159 (Volume 302 folio 52) under which certain arrears of rent totalling £345. 3. 0 are now due and payable; and under which rent £289.15. 0 has been postponed to 1st July 1930 and £289.15. 0 to 1st July 1931 and the lessee hereby acknowledges his liability for the amounts herein stated, and hereby agrees to pay the said arrears on demand and the said postponements on the dates aforesaid.

John Wood

409 013

Correct for the purpose of the Land Transfer Act.

Hugh Hammond

Mortgage 165097 produced 21 January 1918 at 1:35 pm. Hugh Hammond to his wife *Elizabeth* *Hammond*

251 (M.L.)

Dated 1st September 1927

Transfer 163345 Grant of basement. Hugh Hammond to Owen Morley Hooper of Fairlie sheepfarm produced 20 February 1925 at 11:50 am

His Majesty the King

N 8595 Certificate in Terms of Statute Book of the 18th Section 3653 Block X Oct 1913 whereby the annual rental of within land is reduced to £ 975 00 from 11/3/26 entered 28 October 1928 at 4:20 pm

NOTE RETURNED

LEASE

Rural Section 3614 blocks VI, VII, VIII and IX Rural Section 3631 Block X and Rural Section 3653 Blocks VI, VII and IX Public Survey Districts Land District of Canterbury

Mortgage 170528 produced 17 August 1929 at 11:50 am. Hugh Hammond to His Majesty the King

Under the Land Act, 1925 and amended.

Export 189491 produced 18 August 1925 at 11:20 pm. Hugh Hammond to Bank of New Zealand

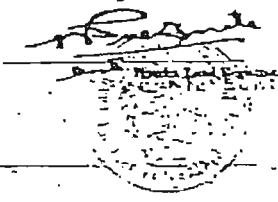
Enter and one half September Twenty-two years from 1st January, 1924.

Entered at 11:00 o'clock on the 11 day

Discharged 170528 produced 15 July 1928 at 11:50 am. Hugh Hammond

July 1928

New Lease issued Vol. 457 folio 41 *Hammond*



Reference

Volume 409 Folio 13 (Expired)

NEW ZEALAND.



No. 285

LEASE OF SMALL GRAZING-RUN.

Under the Land Act, 1924.

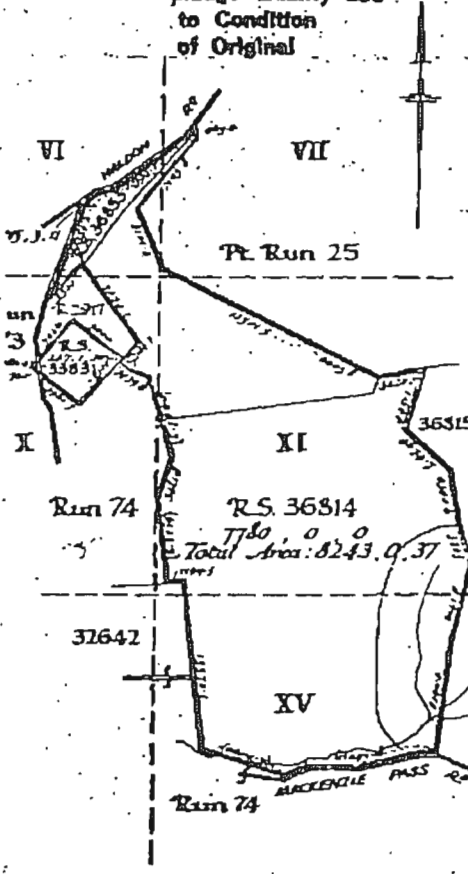
CANCELLED
Cochran's B. 2
Register Book.

Vol. 457 Fol. 41

This Lease, dated the Thirtieth day of December, 1938, between His Majesty the King (who, with his heirs, and successors, is and are herein referred to as "the lessor"), of the one part, and HUGH HALLGIRD of Paritio in the Land District of

Burke S. D.

Image Quality due to Condition of Original



Canterbury (who, with his executors, administrators, and assigns, is hereinafter referred to as "the lessee") of the other part, witnesseth that, in consideration of the rents, covenants, conditions, and agreements hereinafter reserved, 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 area of land containing

by estimation Eight thousand two hundred and forty three (8243) acres Thirty-seven perches (37 acres, more or less, and being Rural Sections 36814, 33831 and 36853 Blocks VI, VII, X, XI and XV Burke Survey District, in the Land District of Canterbury

in the Dominion of New Zealand, as the said land is delineated on the plan in the Lands and Survey Office at Christchurch, and also on the

plan drawn in the margin hereof and bordered red; together with all rights, easements, and appurtenances to the said land belonging or appertaining: To hold the same as a small grazing-run for pastoral purposes unto the lessee for the term of twenty-one years, computed from the first day of March, 1939, subject, however, to the covenants contained and expressed in sections eighty-four and eighty-five of the Property Law Act, 1908, in relation to the payment of rent and the power of distress, and subject also to the several provisions and stipulations set forth in section two hundred and thirty of the Land Act, 1924 (hereinafter called "the said Act"), and to all the provisions of Part V of the said Act relating to small grazing-runs, and to all other the provisions of the said Act relating to or affecting the estate, interest, rights, or liabilities of the lessee in respect of the land and premises hereby demised, or the rights and powers of the lessor, or any person or authority in his behalf, in relation to the said land and premises, and whether arising under the said Act, or these presents, or otherwise howsoever: Nothing but paying therefor

unto the lessor, during the continuance of each term, the annual rent of Two hundred and seventy six pounds (£ 276 . 0 : 0),

by equal half-yearly payments in advance, on the first day of March and the first day of September in each year, clear of all rates, taxes, and deductions whatsoever. The first of such payments being due on the 1st March 1939. The lessee doth hereby, for his heirs, executors, administrators, and assigns, covenant with the lessor that he, the lessee, shall and will pay the yearly rent of Two hundred and seventy six pounds (£ 276 : 0 : 0), hereinafter reserved, at the times and in manner aforesaid, and will, in relation to the premises hereby demised, perform, observe, and keep the several covenants and conditions herein contained or implied, and on the lessee's part to be performed, observed, and kept respectively; and will in all respects abide by and conform to the provisions of the said Act relative to small grazing-runs, and also abide by and conform to all other provisions of the said Act relating to or affecting the estate, interest, rights, or liabilities of the lessee in respect of the land and premises hereby demised.

In witness whereof the Commissioner of Crown Lands for the Land District of Canterbury (in pursuance of the authority vested in him by the said Act), for and on behalf of the lessor, and the lessee, have hereunto set their hands.

Scale: 80 chains to an inch.

Signed by FORMAN CHARLES KENSINGTON
the Commissioner of Crown Lands for the Land District of Canterbury on behalf of the lessor, in the presence of

Witness: G. S. Henry
Occupation: Chief, Lands Office
Address: Christchurch

Signed by the said HUGH HALLGIRD
in the presence of
Witness: P. H. Bennett
Occupation: Partner
Address: Paritio

H. C. Newington
Commissioner of Crown Lands

Hugh Hallgird

And it is hereby further declared and agreed that in addition to the payment of rent as aforesaid the lessee will pay to the lessor on demand the sum of Fifty 2 0, being Three pence outstanding on Small Grazing Run Lease No. 231 now expired, and the lessee shall have the same rights in respect to such amount including the right of forfeiture as if the same were rent accrued due and owing under this lease.

457/21

Mc Tye 170528 produced 27th August 19
at 2:10 pm
(now) The ~~Government~~ Corporation
of New Zealand

Correct for the purposes of the Land
Transfer Act.

[Signature] No. 285

Date 13th December 1938

Variation of the terms of mortgage
170528 produced 15th August 1938 at
4:50 am

His Majesty the King

[Signature]

London

[Signature]

45818 - Deposited Certificate dated 8th June 1948
produced 23rd June 1948 at 10:30 am
and to take effect from 1st July 1948.
That the value of the land in this lease
is reduced to £3,000, and the yearly rent is
reduced to £170.

FUGH HALLOID

LEASE

Rural Sections 3684, 33831 and 36853
of Block No. Blocks VI, VII, X, XI and XII
Birken Survey District
Land District of Canterbury

438524 Transfer of land to
David Matheson France of Fairlie
Wool singer - produced 24 May
1936 at 10:40 am

Under the Land Act, 1925.

438525 Mortgage David Matheson
France to Myra Jean Ward and
Helen McQueen and Edgar
Cochrane France in absence produced
24 May 1936 at 10:41 am

Twenty-one years from 1st March, 1939.

Recd. Copy 12/1/57

Entered at 11:30 o'clock on the 25 day
of MAY 1959

451709 Agreement under section 3
Electricity Amendment Act 1949
Produced 15th January 1957 at 11:47 am

[Signature]
District Land Registrar
CANTERBURY

P.L. 629/204 - 11/1/56

[Signature]

104
26
11.9.57
Tel



Part PASTORAL LICENCE 535.

NEW ZEALAND

CANTERBURY LAND DISTRICT



Entered in the Register-book, Vol. 529 at 57

423

day of September

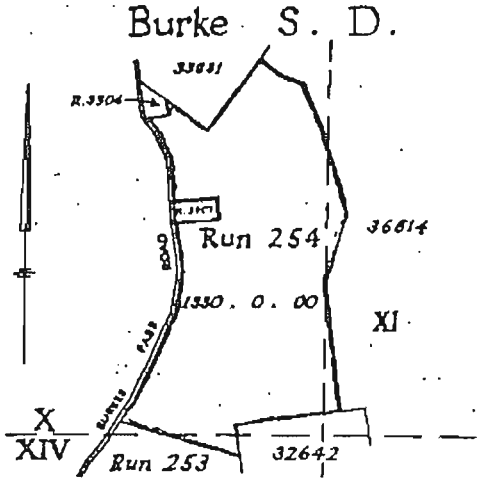
1924 at 10.26

Amended in the Register-book, Vol. 529 at 57

Pastoral Occupation Licence of Pastoral Land under the Land Act, 1948

No. 0-12.

Whereas HUGH HAMMOND of Paerito, Sheepfarmer has applied under the provisions of the Land Act, 1948, for a Pastoral Occupation Licence over all that piece or parcel of pastoral land containing by admeasurement One thousand three hundred and thirty (1330) acres more or less, situated in the Land District of Canterbury and being Run 254, situated in Blocks X, XI and XIV, Burke Survey District



Scale: 50 chains to an inch

(hereinafter referred to as the said land), as the same is delineated on the plan enclosed hereto and edged red in outline; together with the rights, easements and appurtenances thereto belonging: AND whereas the Land Settlement Board has granted the said Hugh Hammond (hereinafter referred to as the Licensee) a Pastoral Occupation Licence over the said land for a term of eight and one-half (8 1/2) years to be reckoned from the 1st day of September 1924, one thousand three hundred and fifty-one, together with the principal balance of the debt of this licence and the amount payable by the Licensee and paying therefor during the said term into the Department of Lands and Survey at the Principal Land Office for the said Land District of Canterbury the clear annual rent of One pound (£ 1 - - -) payable without demand by equal half-yearly payments in advance on the 1st day of JANUARY and 1st day of JULY and every year during the said term. And also paying in respect of the improvements specified in the Schedule hereto the sum of (£ - - -) by a deposit of (£ - - -) (the receipt of which sum is hereby acknowledged) and thereafter by (- - -) half-yearly instalments of shillings and pence (£ - - -) on the 1st day of January and 1st day of July in each year in the same manner as aforesaid. Now, THEREFORE, this Land Settlement Board doth hereby license and authorize the Licensee to occupy the said land for the term and subject to the payment of the annual rent aforesaid and subject also to the following terms and conditions:-

- 1. THAT the Licensee will fully and punctually pay the rent hereinafter reserved at the times and in the manner hereinafter 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 Licensee will within one year after the date of this licence take up his residence on the said land, and thereafter throughout the term of the licence will reside continuously on the said land.
3. THAT the Licensee will hold and use the said land for the purposes of sheep farming, 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 Licensee 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 Licensee will throughout the term of this licence, 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 bridges, clear and keep clear the said land of all noxious weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1923.
6. THAT the Licensee 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 Licensee 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 licence; 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 Licensee 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 Licensee) now or hereafter erected on the said land, and will cut, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
9. THAT the Licensee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Licensee) 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 expiration of the day on which any such premium becomes payable, the receipt for that premium.
10. THAT the Licensee will not throughout the term of the licence 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 licence 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, road-making, or building purpose on the said land nor where the timber or tree has been planted by the Licensee.
11. THAT the Licensee shall not, except for the purpose of complying with any of the provisions of the Noxious Weeds Act, 1923, burn any tussock, scrub, fern, or grass on the said land, nor permit any tussock, scrub, fern, or grass on the said land to be burned, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such terms and conditions as the Commissioner may deem necessary.
12. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of ingress, egress and regress over the land comprised in this licence 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 Licensee's stock.
13. THAT the Licensee will effect the following improvements on the said land within the time specified in that behalf and will thereafter maintain the said improvements in good order, repair, and condition to the satisfaction of the Land Settlement Board:-
13. THAT the Licensee shall exercise due care in stocking the said land and shall not overstock.

AND it is hereby agreed and declared by and between the Land Settlement Board and the Licensee:-
(a) THAT the Licensee shall have the exclusive right of pasturing over the said land, but shall have no right to the soil.
(b) THAT the Licensee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1948) on or under the surface of the soil of the said land, and all such minerals are reserved to His Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the said land or any adjacent land of the Crown, subject to the payment to the Licensee of compensation for all damage done to improvements on the said land belonging to the Licensee 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 the Licensee's garden, park, orchard, vineyard, nursery, or plantation, or within two hundred feet of any buildings dwelling-house: Provided also that the Licensee 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, road-making, or building purpose on the said land, but not otherwise.
(c) THAT the Licensee may, with the prior consent in writing of the Commissioner, given subject to such conditions as the Commissioner may deem necessary:-
(i) Cultivate any portion of the said land for the purpose of growing winter food for the stock dependent thereon;
(ii) Crop such area of the said land as is necessary for the use of himself and family and his employees;
(iii) Plough and sow in grass any portion of the said land;
(iv) Clear any portion of the said land by felling and burning: but no scrub and not the land so cleared in grass;
(v) Surface sow in grass any portion of the said land:
Provided that the Licensee shall, on the termination of the licence, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clover and grass to the satisfaction of the Commissioner.

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529/51

as if THAT the Licensee shall have no right of acquiring the fee simple of the said land and shall not be entitled to apply for the purpose of this clause to be so acquired, declared and agreed between the Land Settlement Board and the Licensee that the number of acres to be reserved to the said land shall not, without the prior consent of the Commission, exceed the number of acres to be reserved to the said land and of one and a half for building purposes.

- (f) THAT the Licensee shall have no right of acquiring the fee simple of the said land, or if he cannot be found or if he shall neglect or fail or refuse to comply with the terms and conditions herein expressed as implied in the regulations of the Land Settlement Board or the Commission, as the case may be, or make default for not less than two months in the payment of rent or other payments due to the Department of Lands and Survey, then the Land Settlement Board may, subject to the provisions of section 118 of the Land Act, 1914, declare this license to be forfeit, and that without discharging or releasing the Licensee from liability for rent due or accruing due or for any price levied of any term or condition of the License.
- (g) THAT this license is intended to take effect as a pastoral occupation license under the Land Act, 1914, and the provisions of the said Act and of the regulations made thereunder applicable to such license shall be binding in all respects upon the Licensee in the same manner as if such provisions had been fully set out herein.

SCHEDULE

IMPROVEMENTS BELONGING TO THE OWNERS AT THE DATE OF THIS LICENSE

- (b) THAT pursuant to Section 8 of the Coal Mines Amendment Act, 1950, this license is subject to the reservation to the lessor of all coal existing on or under the surface of the land, and subject to the reservation to the lessor of the power to grant coal mining rights over the land under Part I of the Coal Mines Act, 1925.
- (d) THAT the licensee shall not increase the total stock carried on Run 254 and Rural Sections 33831, 36814 and 36853 above that normally carried on Rural Sections 33831, 36814 and 36853 being all the land comprised in Small Grazing Run Lease No. 285 entered in the Land Registry Office Volume 457 folio 41.

In witness whereof the Commissioner of Crown Lands for the Land District of Canterbury hereunto set his hand this Twenty-Fifth day of October, 1951, in the presence of—

on behalf of the Land Settlement Board both

Witness: Robert Taylor
 Occupation: Land Office Clerk
 Address: Christchurch

John Smith
 Assistant Commissioner of Crown Lands

I, the within-named Licensee, hereby accept this license on the terms and conditions specified herein and in witness thereof have hereunto set my hand in the presence of—

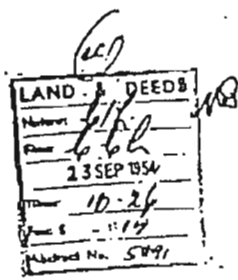
Witness: John Hammond
 Occupation: Stockman
 Address: Christchurch

John Hammond
 Licensee

+ 38526 Transfer Hugh Hammond to David Matheson France of Fairlie wool Buyer produced 24 May 1951 at 10.00 am
 Rowland Smith

+ 38527 Mortgage David Matheson France to Mrs. Jean Wards, David & Helen McRae and Edgar Erskine France in shares produced 24 May 1951 at 10.00 am
 Rowland Smith

P.L. 529/204 issued in his hand. 16/3/1960
John Hammond





COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952



Historical Search Copy

R. W. Muir
Registrar-General
of Land

Identifier **CB529/204**
Land Registration District **Canterbury**
Date Registered 16 March 1954 12:00 am

Part-Cancelled

Prior References

CB457/41 CB529/51

Type	Lease under s83 Land Act 1948	Term	33 years commencing on the first day of July 1960 and extended until 30.6.2026
Area	3895.2339 hectares more or less		

Legal Description Run 254, Rural Section 33831, Rural Section 36814, Rural Section 36853, Rural Section 40880, Rural Section 40882 and Rural Section 40883

Original Proprietors

Alister John France, Lesley Helen France, Donald Noel France and Dawn Christine France

Interests

823455 STATUTORY LAND CHARGE UNDER THE RURAL HOUSING ACT 1939 - 26.2.1971 AT 9:55 AM
267313.2 Surrender of Lease as to Rural Section 40883 (1.2095 ha.) - 21.3.1980 at 10.12 am
877433.4 Mortgage to The Rural Banking and Finance Corporation - 22.5.1990 at 1.35 pm
969696.2 Mortgage to Frances Jean France, Alister John France and Donald Noel France - 11.12.1991 at 10.00 am
A19403.1 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 16.10.1992 at 11.28 am
A73497.1 Variation of the within Lease and extension of the term until 30.6.2026 - 29.9.1993 at 9.30 am
A357123.4 Gazette Notice [1998 page 1266] setting apart part of the within land (3559m² marked J on SO 19841) for telecommunication purposes - 24.6.1998 at 11.05 am
5051107.1 Discharge of Statutory Land Charge 823455 - 20.6.2001 at 9:56 am
5096897.2 Discharge of Mortgage 969696.2 - 18.10.2001 at 11:20 am
5096897.3 Discharge of Mortgage 877433.4 - 18.10.2001 at 11:20 am
5096897.6 Variation of Lease - 18.10.2001 at 11:20 am
5096897.7 Transfer to Glenrock Station Limited - 18.10.2001 at 11:20 am
5096897.8 Mortgage to The National Bank of New Zealand Limited - 18.10.2001 at 11:20 am

529/200

LR 25
NO. 1487

- (4) THAT the Lessee shall have no right of acquiring the freehold 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 back or scrub and sow the land as rhodod 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 or 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 expressly declared and agreed between the Lessee and the Commissioner that the Lessee shall use the said land, during the term of the lease, in such a manner as shall not result in the permanent loss of the said land, and shall not, without the prior consent of the Commissioner, engaged in any other business or occupation on the said land, or on any part thereof, which may be deemed to be a breach of any condition or restriction of the lease.
- (7) THAT if the Lessee shall leave New Zealand as elsewhere the said land or if he cannot be found or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied in the satisfaction of the Land Settlement Board or the Commissioner, or the Lessee 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 144 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 for any past breach of any covenant or restriction 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 measure 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 Lessee, both hereto set his hand, and these presents have also been executed by the said Lessee.

on behalf of the Lessee, both hereto set his

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

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

[Signature]
Asst. Commissioner of Crown Lands

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

Witness: [Signature]
Occupation: Postmaster
Address: [Address]

[Signature]
Lessee

(2) THAT the lessee shall exercise due care in stocking the said land and shall not overstock and, for the purpose of this clause, 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 3355 sheep (including 1300 ewes and being an increase of ten per cent on the carrying capacity on which is based the rent herebefore reserved) but the Commissioner may, by notice in writing, permit the Lessee to depasture thereon any greater number should he deem it advisable or expedient 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 affect the rent payable hereunder.

(2) (a) That the number of stock permitted to be carried shall be reviewed in the event of the ewezets not being wintered off the property.

Mortgage 435525 [Signature] David
Mellor & Myers Jan 1974 [Signature]
Banking Finance [Signature]

Mortgage 435527 [Signature] David
Banking Finance [Signature]

Electricity account 431707 [Signature]
1st 1974 [Signature]

Information 779544 to James Morris Crawford, of Timaru, Resident
Manager and Francis Jean Prance, of Glenrock, Farmer, as co-owners
- 23/10/1974 at 11:50 am

No 78630 Gazette Notice dealing with
the road - (1st. 3. 14. 6 p.m.) - 27. 1. 1970 at 11:10 a.m.

No 78630 Gazette Notice dealing with
the road - (1st. 3. 14. 6 p.m.) - 27. 1. 1970 at 11:10 a.m.

Mortgage 643213 [Signature]
the Queen - 24/10/1974 [Signature]

Version of the terms of Mortgage 438527
13 day of Feb 1974 [Signature]

No 823455 Statutory Land Charge under the
Rural Housing Act, 1959 - 26. 2. 1971 at 9:55

No 868418 Compulsory Acquisition Certificate pursuant
to Section 17 of the Public Works Amendment Act
1948 - 26. 5. 1974 [Signature]

A357123.2

THIS REPRODUCTION (ON A REDUCED SCALE)
CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL REGISTER FOR THE PURPOSES
SECTION 216A LAND TRANSFER ACT 1952

[Signature]

Version of Mortgage 438525 - 15. 2. 1974 at 2:15 pm

Mortgage 731212 [Signature]
- 22. 2. 1968 at 10:31 am

3/31 [Signature]
ALR 607793

Transfer 19592/1 to James Morris Crawford
of Timaru, Company Manager and Frances Jean
Prance of Glenrock, Mackenzie County Widow
12. 12. 1974 at 11.08 a.m.

No. 102508/1 Certificate of Alteration whereby the area of the within Lease is increased to 3891.7674 hectares - 20.10.1976 at 9.06 am.

Greene
A.L.R.

Variation of Mortgage 193783/6 - 4.9.1984 at 9 a.m.

DISCHARGED

Sumner
for A.L.R.

ERRATA
SLY

~~Transmission 134323/1 of Mortgage 438527 to Norman Charles France and William Morton~~

Mortgage 977433/4 to Rural Banking and Finance Corporation - 22.5.1990 at 1.35pm

Stephan
for A.L.R.

Transmission 134323/1 of the share of Edgar Erskine France in Mortgage 438527 to Norman Charles France and William Morton Waddell - 16.6.1977 at 11.41 am.

Transfer 969696/1 to Alister John France, Lesley Helen France, Donald Noel France and Dawn Christine France, all of Glenrock Station, Fairlie, Sheep Farmers as tenants in common in equal shares - 11.12.1991 at 10.00am

Harrie
A.L.R.

Discharge as to the share of Norman Charles France and William Morton Waddell - 16.6.1977 at 11.41 am.

Mortgage 969696/2 to Frances Jean France, Alister John France and Donald Noel France - 11.12.1991 at 10.00am

Harrie
A.L.R.

172548 Change of appellation whereby the description of the within land is changed to PART OF THE WITHIN LAND (1.2095 HECTARES) IS CHANGED TO RURAL SECTION 40883 produced this 13th day of APRIL 1978 at 9.00am

No. A19403/1 Land Improvement Agreement under Section 30A of the Soil Conservation and Rivers Control Act 1941 - 16.10.1992 at 11.28am

C. M. M. M.

Mortgage 193783/6 to the Rural Banking and Finance Corporation of New Zealand - 14.9.1978 at 9.23 a.m.

DISCHARGED
4/APRIL 1978

Harrie
for A.L.R.

No. A73497/1 Variation of the within Lease and extension of the term until 30.6.2026 - 29.9.1993 at 9.30am

Transfer 201102/1 to the said Frances Jean France, Alister John France and Donald Noel France both of Glenrock Station Fairlie, Sheep Farmers - 3.11.1978 at 11.01 am.

Harrie
for A.L.R.

No. A260641/1 Compensation Certificate pursuant to Section 19 of the Public Works Act 1981 - 26.9.1996 at 11.52am A357123.3

DISCHARGED
26/9/1996

for A.L.R.

No. 267313/1 Certificate of Alteration incorporating Rural Sections 40880 and 40882 containing 3.4655 hectares - 21.3.1980 at 10.12 am.

Harrie
A.L.R.

A357123.4 Gazette Notice (1998 p1266) setting apart part of the within land (3559m² marked J on SO 19481) for telecommunication purposes

No. 267313/2 Surrender of within lease as to Rural Section 40883 - 21.3.1980 at 10.12am.

Harrie
A.L.R.

Subject to rights of way in gross over parts herein marked A,C,D,F,G,H on SO 19481, a right to drain sewage in gross over part herein marked G, I on SO 19481 and rights to convey electric power in gross over part herein marked K-L and M-N-O-P on SO 19481 vested in the Crown pursuant to Sections 20(1) and 28 Public Works Act 1981, created by and subject to the rights set out in the third schedule of Gazette Notice A357123.4

Variation of Mortgage 193783/6 - 11-3-1983 at 9.51a.m.

DISCHARGED

Williamson
for A.L.R.

Certificate No. 925141/1 that the within Mortgage No. 787212 is vested in the Rural Banking and Finance Corporation of New Zealand 15/3/1983 at 11/34

Harrie
A.L.R.

A357123.5 Application under Section 25(1) State-Owned Enterprises Act 1986 whereby Telecom New Zealand Limited is registered as proprietor of the land set apart by Gazette Notice A357123.4 and vesting the easements vested by Gazette Notice A357123.4 in Telecom New Zealand Limited

at 24.6.1998 at 11.05

Harrie
for D.L.R.



4. It will be your duty to examine and satisfy yourself, whenever licensed cattle are about to be introduced, that the owners thereof have duly complied with the Ordinance and possess a proper license, and it will be your duty to demand the production of such license, whenever you may think fit, from the person or persons holding the same, and you will treat cases where the license cannot be produced as though there was no license, and proceed as directed by the Ordinance.

5. You will use your best endeavours to inform the public generally of the restrictions now in force under the "Pleuro-Pneumonia Prevention Ordinance."

W. S. MOORHOUSE,
 Superintendent of Canterbury.
 THOMAS WILLIAM MAUDE,
 Provincial Secretary.

Provincial Secretary's Office,
 Christchurch, August 6, 1861.
HIS Honor the Superintendent directs it to be notified that
 RICHARD JAMES STRACHAN HARMAN, Esq.,
 has this day resigned the office of Provincial Treasurer.

THOMAS WILLIAM MAUDE,
 Provincial Secretary.

Provincial Secretary's Office,
 Christchurch, August 7, 1861.
HIS Honor the Superintendent has been pleased this day to appoint
 ALEXANDER BACK, Esq.,
 to be Provincial Treasurer, vice R. J. S. Harman, Esq., resigned.
 THOMAS WILLIAM MAUDE,
 Provincial Secretary.

Provincial Secretary's Office,
 Christchurch, August 7, 1861.
HIS Honor the Superintendent directs it to be notified that he has been pleased to appoint
 Mr. WILLIAM WILLIAMSON,
 to the office of Assistant Engineer in the Provincial Engineer's Department.
 The appointment to date from the 1st of July last.
 THOMAS WILLIAM MAUDE,
 Provincial Secretary.

Provincial Secretary's Office,
 Christchurch, August 8, 1861.
HIS Honor the Superintendent directs it to be notified that, in pursuance of the powers vested in him by the Public House Ordinance, Session VI, No. 3, His Honor has been pleased to grant Conditional Licenses to the undermentioned persons, until the 30th June, 1862:—
 JOHN HASTIE, Hurunui.
 JOHN LEGGETT, Brown's Bridge, Salt-water Creek.
 WILLIAM FORSTER, Governor's Bay and Dyer's Pass Road.
 THOMAS WILLIAM MAUDE,
 Provincial Secretary.

Provincial Secretary's Office,
 Christchurch, August 7, 1861.
HIS Honor the Superintendent directs it to be notified that he has been pleased to appoint

MR. CHARLES WYCHERLEY,
 to the office of Wharfinger at Lyttelton.
 The appointment to date from the 1st of July last.
 THOMAS WILLIAM MAUDE,
 Provincial Secretary.

NOTICE.

Provincial Treasury,
 Christchurch, July 1, 1861.
NOTICE is hereby given, that the following gentlemen have taken out Auctioneers' Licenses for the term ending 1st July, 1862:—

- C. C. ATKMAN, Commission Agent.
- H. E. ALPORT, Commission Merchant.
- E. B. PEARCE, Accountant.
- E. A. HARGREAVES, Commission Agent.
- J. OLIVIER, Commission Agent.
- F. N. CAMPBELL, Merchant.
- W. D. BARNARD, Commission Agent.
- WILLIAM THOMSON, Accountant.

R. J. S. HARMAN,
 Provincial Treasurer.

Lyttelton, July 30, 1861.
WE certify that we visited the ship "Chrysolite" while working up the harbour; we found every thing in the most satisfactory state—highly creditable to Master and Surgeon Superintendent.
 Wm. DONALD, } Immigration
 H. G. GOULAND, } Commissioners.
 H. S. McKELLAR, }

Provincial Secretary's Office,
 Christchurch, August 6, 1861.
HIS Honor the Superintendent directs it to be notified for public information that in pursuance of the powers vested in him by the Waste Lands Regulations now in force within the Province of Canterbury, he has made the following Reserves of Land for the uses of the Provincial Government, and for other public purposes, temporarily, until the next Session of the Provincial Council, viz:—

- No. 178, in red.—Two hundred acres, more or less, situate on the southern bank of the Waimakariri, below the terrace between the 11th and 12th mile pegs, above trig. pole C 30.
- No. 179, in red.—Two hundred acres, more or less, situate on the northern bank of the Waimakariri, opposite reserve, No. 178, at about the junction of runs, No. 119 and No. 135.
- No. 180, in red.—Two hundred acres, more or less, at the junction of the Tekapo river, with lake Tekapo on the eastern side of the Tekapo river, and bounded on the northward by the lake.
- No. 181, in red.—Two hundred acres, more or less, at the junction of the Tekapo river, with lake Tekapo on the western

- side of the Tekapo river, opposite reserve 180, and bounded on the northward by the edge of the lake.
- No. 182, in red.—Two hundred acres, more or less, at the junction of the Pukaki river, with the lake Pukaki on the eastern side of the Pukaki river, and bounded on the northward by the edge of the lake.
- No. 183, in red.—Two hundred acres, more or less, at the junction of the Pukaki river, with lake Pukaki on the western side of the Pukaki river, opposite reserve, No. 182, and bounded on the northward by the edge of the lake.
- No. 184, in red.—Two hundred acres, more or less, on the eastern bank of the river Tekapo, at the usual crossing place, opposite reserve 184, on runs 269 or 290.
- No. 185, in red.—Two hundred acres, more or less, on the western bank of the Tekapo river, at the usual crossing place, opposite reserve 184.
- No. 186, in red.—Two hundred acres, more or less, on the eastern bank of the Pukaki river, at the usual crossing place, on runs 186 or 187.
- No. 187, in red.—Two hundred acres, more or less, situate on the western bank of the Pukaki river, at the usual crossing place, opposite reserve 186.
- No. 188, in red.—Two hundred acres, more or less, situate on the north-eastern bank of the Ohou river, at the usual crossing place, on run 179.
- No. 189, in red.—Two hundred acres, more or less, on the south-western bank of the Ohou river, at the usual crossing place, opposite reserve 188.
- No. 190, in red.—Five acres in Gebbie's flat, having frontage to the east side of the road leading from section 447 to the south-east along the base of the hills, and situate about a quarter-of-a-mile from the southern corner of section 446.
- No. 191, in red.—Four square miles (2560 acres) on the north bank of the Waitangi, above or to the westward of the reserve of 640 acres, for a township.
- No. 192, in red.—Situate on the south side of the river Rangitata, surrounding the grave of the late Dr. Andrew Sinclair, of Auckland, lying between the first and second southern branches of the river 23 chains and 40 links from the bank of the main river, and about 110 chains from Mr. Samuel Butler's house, bounded on the north-east by a line bearing 135 degrees (ten chains), on the south-east by a line bearing 225 degrees (ten chains), on the south-west by a line bearing 315 degrees (ten chains), and on the north-west by a line bearing 45 degrees (ten chains).
- No. 193, in red.—Two hundred and fifty acres at the Malvern Hills, commencing at the south-east corner of section 1037, following a line in continuation of the eastern boundary of the said section about 12 chains, thence westerly at a

- right angle a distance of about 46 chains, thence northerly at a right angle a distance of about 62 chains to the River Hawkins, thence along the Hawkins and sections 694 and 1037 to the commencing point, for a Coal Reserve.
- No. 194, in red.—Ten acres of land in the Christchurch district, having a frontage of about 10 chains to the south-east side of the Springs Road, bounded on the north-west by the said road, on the north-east by Section 2488, on the south-east by a line 10 chains from and parallel to the Springs Road aforesaid, and on the south-west by a line at right angles to the east boundary, so as to include the above quantity, for Cemetery for the Kirk of Scotland.
- No. 195, in red.—One thousand nine hundred and twenty acres in the Malvern District, situate on both sides of the River Kowai, being a rectangular block, 240 chains from east to west, and 80 chains from north to south, for a Coal Field.
- No. 196, in red.—Two thousand five hundred and sixty acres in the Malvern District, commencing at the junction of the southern side of the Kowai with the western side of the Waimakariri, thence westerly along the southern bank of the first-mentioned river, a distance of about 165 chains, thence southerly at a right angle to the general direction of the River Kowai, a distance of 161 chains, thence easterly at a right angle a distance of 159 chains, thence northerly in a line parallel to the western boundary to the western side of the Waimakariri, and following the western side of the river to the commencing point, for public purposes.
- No. 197, in red.—Three hundred and twelve acres in the Malvern District, commencing at the south-western corner of section 328, thence south-westerly in a line in continuation of the north-western boundary of said section, at a distance of 35 chains, thence south-easterly at a right angle a distance of 57 chains 50 links, thence northerly at a right angle a distance of 100 chains, thence north-westerly at a right angle to the north-eastern corner of the aforesaid section 328, and returning along the south-eastern and south-western boundaries of said sections to the commencing point, for a Coal Field.

THOMAS WILLIAM MAUDE,
 Provincial Secretary.

PARTNERSHIP NOTICE.

NOTICE.—The Partnership lately subsisting between the undersigned as Solicitors in Christchurch, has been this day finally dissolved by mutual consent, as from the 3rd day of July, instant.

As witness our hands, this 22nd day of July, 1861.

C. W. WYATT.
 E. F. B. HARSTON.

Witness—G. MILES.

Classification of Reserves

PURSUANT to the Reserves Act 1977, and to a delegation from the Minister of Lands, the Assistant Commissioner of Crown Lands hereby declares the reserves, described in the Schedule hereto, to be classified as reserves for the purposes specified at the end of the respective descriptions of the said lands, subject to the provisions of the said Act.

SCHEDULE

OTAGO LAND DISTRICT—CLUTHA COUNTY—
LONG BEACH SCENIC RESERVE

24.4354 hectares, more or less, being Section 11, Block XIII, Tautuku Survey District. All *New Zealand Gazette*, 1976, page 296. M.L. Plan 239. Scenic, for the purposes of section 19 (1) (a).

BARRS FALLS SCENIC RESERVE

15.2769 hectares, more or less, being Lot 1, D.P. 11562, Block VII, Glenomaru Survey District. All *Gazette* notice 327835. Scenic, for the purposes of section 19 (1) (a).

WAREPA SCENIC RESERVE

164.6691 hectares, more or less, being Sections 2 of 9, 19, 20, 21 and 24, Block I, Glenomaru Survey District. All *New Zealand Gazette*, 1938, page 100. S.O. Plan 5996. Scenic, for the purposes of section 19 (1) (a).

WAIPATI BEACH SCENIC RESERVE

40.4686 hectares, more or less, being Section 3D, Block X, Tautuku Survey District. Part *Gazette* notice 340063. M.L. Plan 303.

54.2734 hectares, more or less, being Sections 5 and 6, Block X, Tautuku Survey District. All *New Zealand Gazette*, 1905, page 1920. M.L. Plan 235.

19.7589 hectares, more or less, being Section 9, Block X, and Sections 8, 9 and 10, Block XIII, Tautuku Survey District. Part *Gazette* notice 454729. M.L. Plans 235 and 239.

180.7427 hectares, more or less, being Sections 1 and 4, Block XIV, Tautuku Survey District. Part *Gazette* notice 340063. M.L. Plan 244. Scenic, for the purposes of section 19 (1) (a).

FALSE ISLET RECREATION RESERVE

41.00 hectares, more or less, being Sections 37, 38 and 39, Block V, Glenomaru Survey District. All *Gazette* notice 556432. S.O. Plan 19651. Recreation purposes.

Dated at Dunedin this 1st day of October 1982.

J. R. GLEAVE,
Assistant Commissioner of Crown Lands.

(L. and S. H.O. Res. 12/2/187; Res. 12/3/41, Res. 12/3/43, Res. 12/3/1, Res. 12/3/49; D.O. 8/16/78, 13/48/13, 13/48/14, 13/56, 13/67.

Classification of Reserves

PURSUANT to the Reserves Act 1977, and to a delegation from the Minister of Lands, the Assistant Commissioner of Crown Lands hereby declares the reserves, described in the Schedule hereto, to be classified as reserves for the purposes specified at the end of the respective descriptions of the said lands, subject to the provisions of the said Act.

SCHEDULE

OTAGO LAND DISTRICT—CLUTHA COUNTY—
CATLINS LAKE SCENIC RESERVE

3.7940 hectares, more or less, being Sections 30 and 31, Block III, Woodland Survey District. All *Gazette* notice 521602. All *New Zealand Gazette*, 1937, page 4. S.O. Plan 2043.

5.8 hectares, more or less, being Section 32, Block III, Woodland Survey District. All *Gazette* notice 528775/3. S.O. Plan 18038. Scenic, for the purposes of section 19 (1) (a).

HINAIHINA ISLAND SCENIC RESERVE

3.2375 hectares, more or less, being Section 31, Block I, Woodland Survey District. (G.N. 527099.) All *New Zealand Gazette*, 1918, page 8. S.O. Plan 2029. Scenic, for the purposes of section 19 (1) (a).

HELENA FALLS SCENIC RESERVE

7.7902 hectares, more or less, being Section 19, Block XI, Woodland Survey District. All *New Zealand Gazette*, 1911, page 2768. S.O. Plan 8839. Scenic, for the purposes of section 19 (1) (a).

CATLINS RIVER SCENIC RESERVE

16.6579 hectares, more or less, being Sections 24 and 25, Block IV, Woodland Survey District. All *New Zealand Gazette*,

1905, page 2019, and part *New Zealand Gazette*, 1910, page 3863, respectively. S.O. Plan 8843 and 8823, respectively. Scenic, for the purposes of section 19 (1) (a).

Dated at Dunedin this 4th day of October 1982.

J. R. GLEAVE,
Assistant Commissioner of Crown Lands.

(L. and S. H.O. Res. 12/3/4, Res. 12/3/11, Res. 12/3/56, Res. 12/3/66; D.O. 13/75, 13/22, 13/48/3, 13/48/1)

Dedication of a Road Reserve as a Road

PURSUANT to the Reserves Act 1977, and to a delegation from the Minister of Lands, the Assistant Commissioner of Crown Lands hereby dedicates the road reserve, described in the Schedule hereto, as a road.

SCHEDULE

OTAGO LAND DISTRICT—DUNEDIN CITY

865 square metres, more or less, being Lot 37, D.P. 8270, situated in Upper Harbour East Survey District (Section 13, land subdivision in Counties Act 1946).

Dated at Dunedin this 18th day of October 1982.

J. R. GLEAVE,
Assistant Commissioner of Crown Lands.

(L. and S. H.O. 22/776; D.O. 8/5[1])

Revocation of the Reservation Over Reserves

PURSUANT to the Reserves Act 1977, and to a delegation from the Minister of Lands, the Commissioner of Crown Lands hereby revokes the reservation as reserves for ferry and ford purposes over the land, described in the Schedule hereto.

SCHEDULE

CANTERBURY LAND DISTRICT—MACKENZIE COUNTY

80.9371 hectares, more or less, being Reserve 184, situated in Block XVII, Pukaki Survey District. Part *Canterbury Gazette*, 1861, page 132.

80.9371 hectares, more or less, being Reserve 185, situated in Block XVI, Pukaki Survey District. Part *Canterbury Gazette*, 1861, page 132.

Dated at Christchurch this 19th day of October 1982.

L. M. KENWORTHY, Commissioner of Crown Lands.

(L. and S. H.O. 23107; D.O. 8/5/43/1)

Declaration That Land is a Reserve

PURSUANT to the Reserves Act 1977, and to a delegation from the Minister of Lands, the Commissioner of Crown Lands hereby notifies that the following resolution was passed by the Waimairi District Council on the 19th day of November 1980:

"That, in exercise of the powers conferred on it by section 14 of the Reserves Act 1977, the Waimairi County Council hereby resolves that the piece of land held by the said County in fee simple, and described in the Schedule below, shall be, and the same is hereby, declared to be a reserve for recreation within the meaning of the said Act."

SCHEDULE

CANTERBURY LAND DISTRICT—WAIMAIRI DISTRICT

3.5350 hectares, more or less, being rural Section 41514 (formerly part Lot 2, Deposited Plan 22979), situated in Block VII, Christchurch Survey District. All *Gazette* notice 241480/1 (*Gazette*, 1979, page 2429). S.O. Plan 14828.

Dated at Christchurch this 23rd day of September 1982.

L. M. KENWORTHY, Commissioner of Crown Lands.

(L. and S. H.O. Res. 11/2/173; D.O. 8/5/141)

Declaration That Land is a Reserve

PURSUANT to the Reserves Act 1977, and to a delegation from the Minister of Lands, the Commissioner of Crown Lands hereby notifies that the following resolution was passed by the

Information supporting Notes to Report

TELEPHONE 49 660

NEW ZEALAND

DEPARTMENT OF SCIENTIFIC AND INDUSTRIAL RESEARCH
GEOPHYSICS DIVISION

P.O. BOX 8005, WELLINGTON.

1 November 1974.

The Commissioner of Crown Lands,
Department of Lands and Survey,
Private Bag,
CHRISTCHURCH.

LANDS & SURVEY
CHRISTCHURCH
- 7 NOV 1974
RECEIVED

Upper Waitaki - Seismograph Network

Thank you for your letter (P.B.) of 25 October, giving your permission for the installation of the five seismic stations in the Canterbury Land District. I shall pass your comments to the New Zealand Electricity Department.

I can confirm that no new access ways will be formed. The sites are all within a few tens of metres of normal farm access routes for four-wheel drive vehicles, and no additional routes will be needed for the occasional servicing visits that are envisaged. The initial installation is being undertaken with the aid of helicopters, and the disturbance to the surroundings will be minimal.

R.D. Adams

(R.D. Adams),
Superintendent,
Seismological Observatory.

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As you are aware the Nature Conservation Council has no objection to the installation of these stations as advised to you by the Council in its letter of 9 October. Your reference 3/729.

G. Mollett,
Commissioner of Crown Lands.

per: 

Senior Field Officer,
TIMARU.

Copy for your information and referring to your report of 8 October.

G. Mollett,
Commissioner of Crown Lands.

per: 