

## **Crown Pastoral Land Tenure Review**

**Lease name : Mt ALGIDUS**

**Lease number : PC 039**

### **Due Diligence Report (including Status Report) - Part 1**

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

Part of the information relates to research on the status of the land, resulting in a Status Report that is signed off by a LINZ approving officer. The remainder of the information is not analysed for relevancy or possible action until required, and LINZ does not guarantee its accuracy or completeness as presented.

The report attached is released under the Official Information Act 1982.

**June 09**

# **DUE DILIGENCE REPORT**

**for  
Tenure Review**

## **MT ALGIDUS**

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

**June 2002**

**"RELEASED UNDER THE OFFICIAL INFORMATION ACT"**  
**RELEASED UNDER THE OFFICIAL INFORMATION ACT**  
**DUE DILIGENCE REPORT**  
**CPL PRE TENURE REVIEW ASSESSMENT STANDARD 6:**

**File Ref:** CON/50272/09/12752/A-ZNO-01    **Report No:** QVV 365    **Report Date:** 06/07/2002

**Office of Agent:** CHRISTCHURCH    **LINZ Case No:** 02/    **Date sent to LINZ:** //07/2002

**RECOMMENDATIONS**

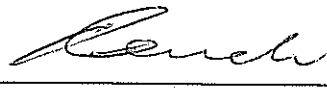
1. That the Commissioner of Crown Lands or his delegate **note** this Due Diligence Report which has been prepared in accordance with the Pre Tenure Review Assessment Standard;
2. That the Commissioner of Crown Lands or his delegate **note** that the only incomplete action is the formal protection of the Hydra Waters (salmon spawning streams) area by Conservation Covenant under the Conservation Act 1977 in accordance with the terms of the Agreements made with the lessee.
3. That the Commissioner of Crown Lands or his delegate **note** that there are no potential liabilities that have been identified as the result of the file search.
4. The Commissioner or his delegate **note** that:
  - a) Notwithstanding that a rent review has since been effected subsequently the adjustment of the renewal values, following the lessees acceptance of the Land Valuation Tribunal's decision, was never formally recorded against the lease.
  - b) There is a network of unformed legal roads over the lease which do not conform to existing access tracks.

**Signed by Sub – Contractor:**

  
\_\_\_\_\_

Name: D. McGregor  
McGregor Property Services Limited  
Accredited Agent

**Signed by Contractor**

  
\_\_\_\_\_

Name: B. Dench  
Team Leader for Tenure Review  
Quotable Value (Valuations)

**Approved/Declined (pursuant to a delegation from the Commissioner of Crown Lands) by:**

\_\_\_\_\_  
Name:

Date of Decision:     /     /

**1. Details of Lease:**

**Lease Name:** Mt Algidus.

**Location:** Located on Algidus Road approximately 86 kilometres northwest of Darfield.

**Lessees:** Hamish George INNES (as to a ¼ share), Philippa Mary INNES (as to a ¼ share) and Hamish George INNES, Philippa Mary INNES, Geoffrey Peter Philip CONE and Robert Kirkpatrick SIMPSON (jointly inter se as to a ½ share) as tenants in common in the said shares.

The property is subleased to Hamish George INNES, Philippa Mary INNES, Benjamin James Winstone TURNER and Anna Mary TURNER by assignment of a lease dated 1 February 2001.

**Tenure:** Pastoral lease of pastoral land under Section 66 and registered under Section 83 of the Land Act 1948.

**Term:** 33 years from 1 July 1987 (expires 30 June 2020).

**Annual Rent:** \$8437.50 (Reviewed 1 July 1998)

**Rental Value:** \$375,000 (Reviewed 1 July 1998)

**Date of Next Review:** 1 July 2009.

**Land Registry Folio Ref:** Computer Interest Register (Pastoral Lease) CB 574/69.

**Legal Description:** Run 269 situated in Blocks II VI IX X XI XIII XIV and XV Wilberforce, V VI VII VIII and IX Mathais, I II III V VI VII VIII and IX Oakden Survey Districts.

**Area:** 21424.0579 hectares.

**2. File Search**

*Files held by agent Knight Frank (NZ) Ltd on behalf of LINZ:*

| File Reference                     | Volume | First Folio Number | Date       | Last Folio Number | Date       |
|------------------------------------|--------|--------------------|------------|-------------------|------------|
| <i>Pc 039-SCH-01</i>               | 1      | 110                | 12/07/1948 | 308               | 10/04/1975 |
| <i>Pc 039-SCH-02</i>               | 2      | 309                | 17/04/1975 | 441               | 15/01/1985 |
| <i>Pc 039-SCH-03</i>               | 3      | 442                | 27/02/1985 | 488               | 26/07/1985 |
| <i>Pc 039-SCH-04</i>               | 4      | 489                | 27/07/1985 | 624               | 02/11/1989 |
| <i>Pc 039-SCH-05</i>               | 5      | 625                | 03/11/1985 | 707               | 17/12/1993 |
| <i>Pc 039-SCH-06</i>               | 6      | -                  | 10/01/1994 | -                 | 31/08/1999 |
| <i>Pc 039-SCH-07</i>               | 7      | -                  | 01/09/1999 | -                 | 31/03/2000 |
| <i>Pc 039-SCH-08</i>               | 8      | -                  | 01/04/2000 | -                 | 30/06/2000 |
| <i>Pc 039A-SCH-01</i>              | 1      | -                  | Plans only | -                 | -          |
| <i>CON 50213/09/12752/A-ZNO-01</i> | 1      | -                  | 01/07/2000 | -                 | 31/01/2001 |
| <i>CON 50213/09/12752/A-ZNO-02</i> | 2      | -                  | 01/02/2001 | -                 | 12/12/2001 |
| <i>CON 50213/09/12752/A-ZNO-03</i> | 3      | -                  | 13/12/2001 | -                 | 31/03/2002 |
| <i>CON 50213/09/12752/A-</i>       |        |                    |            |                   |            |

**Files held by agent Q.V. Valuations on behalf of LINZ:**

File Reference: CON/50272/09/12752/A-ZNO-01  
Volume: 1  
First folio: 1  
Date: August 2001.  
Last folio note: File current.  
Date: -

**3 Summary of Lease Document: (Copy of Computer Interest Register (Pastoral Lease) CB574/69 ( attached as Appendix I).**

**3.1 Terms of Lease**

A 33 year term from 1 July 1987 at the Annual rental of \$8437.50 based on the Rental Value of \$375,000.

**Stock Limitation**

7,150 sheep.

**Commencement date**

**1 July 1987**, being a renewal of the original Pastoral lease issued on 1 March 1954 to George Vincent Gerard at an Annual rental of \$590 based on the stock limitation in the lease of 7150 sheep.

The Annual rental was subsequently increased to \$600 as a consequence of the incorporation of 400 acres (formerly Part Reserve 408) into the lease by Certificate of Alteration 465067 (registered on 27 August 1957).

The lease was renewed for a term of 33 years from 1 July 1987 by Memorandum of Renewal 834052.1 (registered on 20 October 1989) at the provisional Annual Rental of \$6,262.50 based on the Rental Value of \$417,500. The lessees had elected to have the values determined by the Land Valuation Tribunal and subsequently accepted the Annual rental of \$5400 based on the Rental Value of \$360,000 (*See Appendix 3*). **This adjustment was never recorded against the lease.**

The Annual rental was reviewed as at 1 July 1998 to \$9000 based on the Rental Value of \$400,000. The lessees elected to have the annual rent determined by the Land Valuation Tribunal, whereupon the Annual rental was determined to be \$8437.50 based on the Rental Value of \$375,000. The lessees are still querying aspects of this determination notwithstanding that they are deemed to have accepted the values.

The current lessees acquired the property by Transfer 5019773.2 (registered 23 January 2001) and sublease the property to H.G and P.M Innes and B.J.W. and A.M Turner.

**3.2 Area adjustments**

The only area adjustments are historical and were made prior to the renewal of the lease in 1987.

**3.3 Registered Interests**

**Mortgages:**

No. 5019773.3 to Rabobank New Zealand Limited (registered 23 January 2001).

### **3.4 Unregistered Interests**

#### *Sublease*

The Pastoral lease and freehold property held by the lessees are subleased to Hamish George and Philippa Mary INNES and Benjamin James Winstone and Anna Mary TURNER by assignment dated 1 February 2001 of an earlier sublease dated 30 June 2000. The sublease is for the term of six years from 1 July 1999 and thereafter on the term agreed between the lessor and the lessee but no longer than one day prior to the Pastoral lease. The Annual rental is \$90,000 payable initially and thereafter at such market rent as agreed between the lessor and lessee.

A copy of the sublease is attached as *Appendix 2*.

#### *Unsecured Debts:*

None known.

### **4 Summarise any Government programmes approved for the lease:**

There is no Land Improvement Agreement (LIA) registered against the lease. The property is not part of a Rabbit and Land Management programme.

### **5 Summary of Land Status Report:**

The Land Status Report by D. McGregor, McGregor Property Services Limited, for and on behalf of Q.V.Valuations on 2 May 2002, confirmed the status as Crown land under the Land Act 1948, leased pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as Computer Interest Register CB574/69 and varied by Memorandum of Renewal 834052.1.

The land is subject to Part IVA of the Conservation Act 1987, upon disposition.

The minerals remain with the Crown as the land has never been alienated since the original acquisition from the original Maori owners under the 1848 Kemp Deed of Purchase.

The report noted the following issues:

- 1) The additional Land Status Report of land within the periphery of the lease.
- 2) Computer Interest Register (Pastoral lease) CB574/69 does not but S.O.s 11026, 11562 and 11563 contain a notation that the lease is subject to Section 58 of the Land Act 1948 applying in respect of all rivers and streams in excess of 3 metres in width. **However such strips are 'notional' only pending disposition of the land.**
- 3) The attached topographical shows that formed tracks deviate from the legal road line especially in the southern parts of the Run.

*A copy of the Land Status Report is attached as Schedule A.*

### **6 Review of Topographical and Cadastral Data:**

The maps attached to the Land Status Report show that there are no historic sites, transmission lines, water races, airstrips, telecommunication or other installations on the lease.

The topographical maps do however show that:



**APPENDICES**

Schedule A – Land Status Report.

1. Copy of Lease.
2. Copy of Sublease.
3. Copies of relevant folios – Lease renewal.
4. Copies of relevant folios – Hydra Waters.



## Schedule A

# **LAND STATUS REPORT**

**for  
Tenure Review**

## **MT ALGIDUS**

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

**May 2002**

## CONTENTS

### PROPERTY 1 OF 2

#### Appendix A – Land Status Report (and Supporting plans).

- SO Plans (Additional)
- Extract of CLR
- Extracts of Allocation maps
- DOC Consultation
- Information supporting Mineral investigation
- Other information

#### Appendix B – Land Status Report (Certified by Chief Surveyor).

### PROPERTY 2 OF 2

#### Appendix A – Land Status Report (and Supporting plans).

**PROPERTY 1 OF 2  
LAND STATUS REPORT**

**APPENDIX A – LAND STATUS REPORT  
(and supporting plans)**

Project No: QVV: 364

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

|  |                 |
|--|-----------------|
| <b>LAND STATUS REPORT for Mt Algidus Tenure Review</b> | LIPS Ref: 12752 |
| Property 1 of 2  |                 |

|                                    |   |
|------------------------------------|---|
| <b>Land District</b>               | Canterbury.   |
| <b>Legal Description</b>           | Run 269, situated in Blocks II VI IX X XI XIII XIV and XV Wilberforce, V VI VII VIII and IX Mathias, I II III V VI VII VIII and IX Oakden Survey Districts.   |
| <b>Area</b>                        | 21424.0579 hectares   |
| <b>Status</b>                      | Crown land subject to the Land Act 1948.  |
| <b>Instrument of title / lease</b> | Computer Interest Register (Pastoral Lease) CB574/69 pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal 834052.1.   |
| <b>Encumbrances</b>                | Subject to Part IVA of the Conservation Act 1987, upon disposition.   |
| <b>Mineral Ownership</b>           | The 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 1848 Kemp Deed of Purchase. |
| <b>Statute</b>                     | Land Act 1948 and Crown Pastoral Land Act 1998.   |

|                                 |            |
|---------------------------------|------------|
| <b>Data Correct as at</b>       | 2 May 2002 |
| <b>[Certification Attached]</b> | Yes.       |



|  |  |
|--|--|
| <b>Prepared by<br/>Crown Accredited Supplier</b> | Don McGregor, McGregor Property Services Limited, Christchurch for and on behalf of Q.V. Valuations. |
|--|--|

|  |  |
|--|--|
| <b>NOTES: This information does not affect the status of the land but was identified as possible requiring further investigation at the due diligence stage: See Crown Pastoral Standard 6</b> | <ol style="list-style-type: none"> <li>1) Please note additional Land Status Report of land within the periphery of the lease.</li> <li>2) Computer Interest Register (Pastoral lease) CB574/69 does not but S.O.s 11026, 11562 and 11563 contain a notation that the lease is subject to Section 58 of the Land Act 1948 applying in respect of all rivers and streams in excess of 3 metres in width. <b>However such strips are 'notional' only pending disposition of the land.</b></li> <li>3) The attached topographical shows that formed tracks deviate from the legal road line especially in the southern parts of the Run.</li> </ol> |
|--|--|

|  |   |
|--|---|
| LAND STATUS REPORT for Mt Algidus Tenure Review  | LIPS Ref: 12752   |
| Property 1 of 2  |   |
| Research Data: <i>Some Items may not be applicable</i>   |   |
| SDI Print Obtained   | Yes.  |
| NZMS 261 Ref   | J34/35 and K 34/35.   |
| Local Authority  | Selwyn District Council.  |
| Crown Acquisition Map  | Kemp Deed of Purchase.  |
| SO Plans   | <p>SO 3063—Plan of R 408 (Approved circa 1884).</p> <p>SO 11062— Plan of Lake Heron area including Run 269 "Mt Algidus" (Approved 1968).</p> <p>SO 11562 - Plan of Kaniere area including top of Run 269 "Mt Algidus" (Approved 26 March 1971).</p> <p>SO 11563— Plan of Wilberforce" including Run 269 "Mt Algidus" (Approved 26 February 1971).</p>     |
| Gazette Notices  | Not applicable.   |
| Lease Ref  | Computer Interest Register (Pastoral Lease) CB 574/69 pursuant to Section 66 and registered under Section 83 of the Land Act 1948 as varied by Memorandum of Renewal 834052.1.  |
| Legalisation Cards   | Searched. Not applicable.   |
| CLR  | Confirms Pastoral Lease tenure.   |
| Allocation Maps (if applicable)  | <p>Searched. No DoC, SOE or UCL Allocations within the periphery of the lease.</p> <p>Adjoining DoC Allocations are J34 - 1 (SO 17111), J35 (SO 17112), K34-8 &amp; 10 (SO 17120 &amp; 17121) and, K35-1 (SO 17121) - Stewardship Land subject to Section 62 of the Conservation Act 1987.</p> <p>Extracts of Schedules and Allocation Maps attached.</p> |
| VNZ Ref – if known   | V.R. 24260/1700.  |
| Crown Grant Maps   | Not applicable.   |
| <b>Subject Land Marginal Strip:</b><br>a) Type [Sec 24(9) or Sec 58]<br>b) Date Created<br>c) Plan Reference | a) Refer to Notes above.<br>b) Not applicable.<br>c) Not applicable.  |

|  |                |
|--|----------------|
| <b>LAND STATUS REPORT for Mt Algidus Tenure Review</b> | LIPS Ref 12752 |
|--|----------------|

|                        |
|------------------------|
| <b>Property 1 of 2</b> |
|------------------------|

|   |  |
|---|--|
| <b>If Crown land –<br/>Check Irrigation Maps</b>                                | Searched – Not applicable.   |
| <b>Mining Maps</b>  | Searched – Not applicable.   |
| <b>If Road</b>  |  |
| <b>a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ 1989</b>      | <b>a) SO Plans 11026, 11562 and 11563</b> as supported by Topo Plans 8P, 27P, 32P and 50P denote Roads coloured burnt sienna as legal by Section 110A of the Public Works Act 1928.  |
| <b>b) By Proclamation</b>   | <b>b) Not applicable.</b>  |
| <b>c) Gazette Ref:</b>  | <b>c) Not applicable.</b>  |
| <b>Other relevant information</b>   |  |
| <b>a) Concessions – Advice from DOC or DTZ New Zealand Ltd.</b>                 | <b>a) No current DOC concessions exist within the lease boundaries. The only DOC interests are in the Marginal Strips existing and those yet to be defined.</b><br><br>No concessions are administered by DTZ New Zealand Limited within the periphery of the lease. |
| <b>b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998</b> | <b>b) Part 9 of the Ngai Tahu Claims Settlement Act 1998, upon disposition.</b>  |
| <b>c) Mineral Ownership</b>   | <b>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 1848 Kemp Deed of Purchase.</b>  |
| <b>d) Other Info</b>  | <b>d) Not applicable.</b>  |



Q.V. VALUATIONS  
 CHRISTCHURCH OFFICE

Project Number : QVV 364

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

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

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

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

**Certification:**

Pursuant to section 11(1)(f) of the Survey Act 1986 and acting under delegated authority of the Surveyor – General pursuant to section 11(2) of that act, I hereby certify that the land described above is Crown Land subject to the Land Act 1948.

*R. Moulton*


Date: 11/4/2002

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

## CERTIFICATION

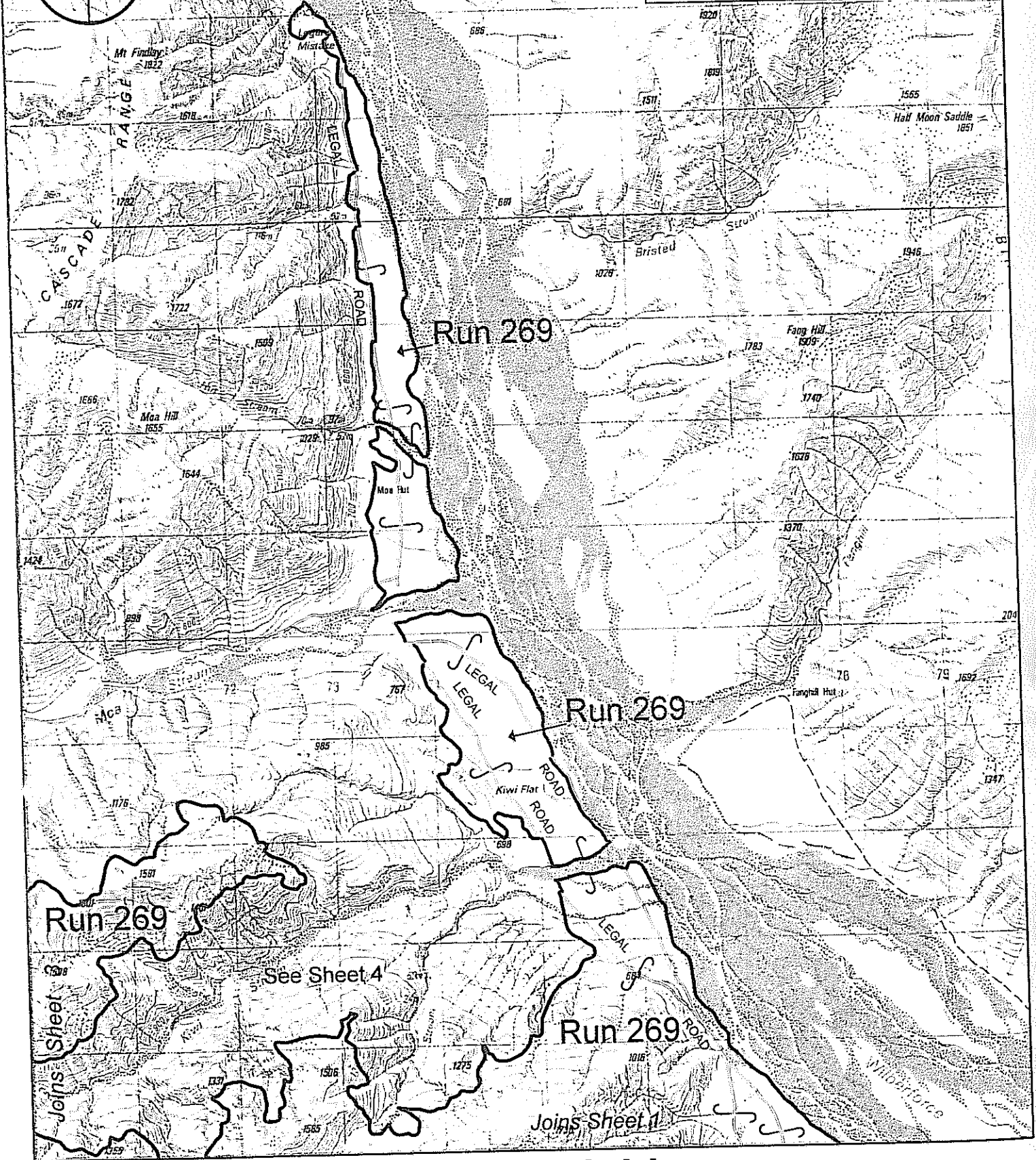
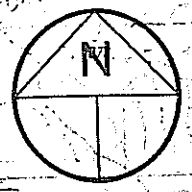
**Report to the Chief Surveyor, Christchurch, for certification of Status Investigation for MT ALGIDUS Pastoral Lease Tenure Review.**

1. I, Donald McGregor of McGregor Property Services Limited, acting for and on behalf of Q.V. Valuations, certify that the status report enclosed for certification is in order for signature.
2. In giving this certification I, Donald McGregor of McGregor Property Services Limited, acting for and on behalf of Q.V. Valuations, undertake that the status report has been completed in compliance with all relevant policy instructions and in particular, OSG Standard 1999/05 and the Regulatory Chiefs' Land Status Investigations Guidelines 1999/01.

  
D McGregor  
McGregor Property Services Limited  
Accredited Supplier  
2 April 2002

Canterbury Land District Sheet 2 of 4  
Topographic Map 260 - J34/35, K34/35 Date 28/03/02

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

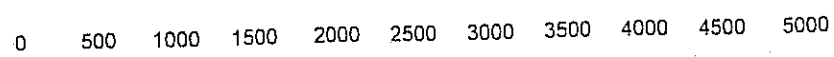


# Mt Algidus

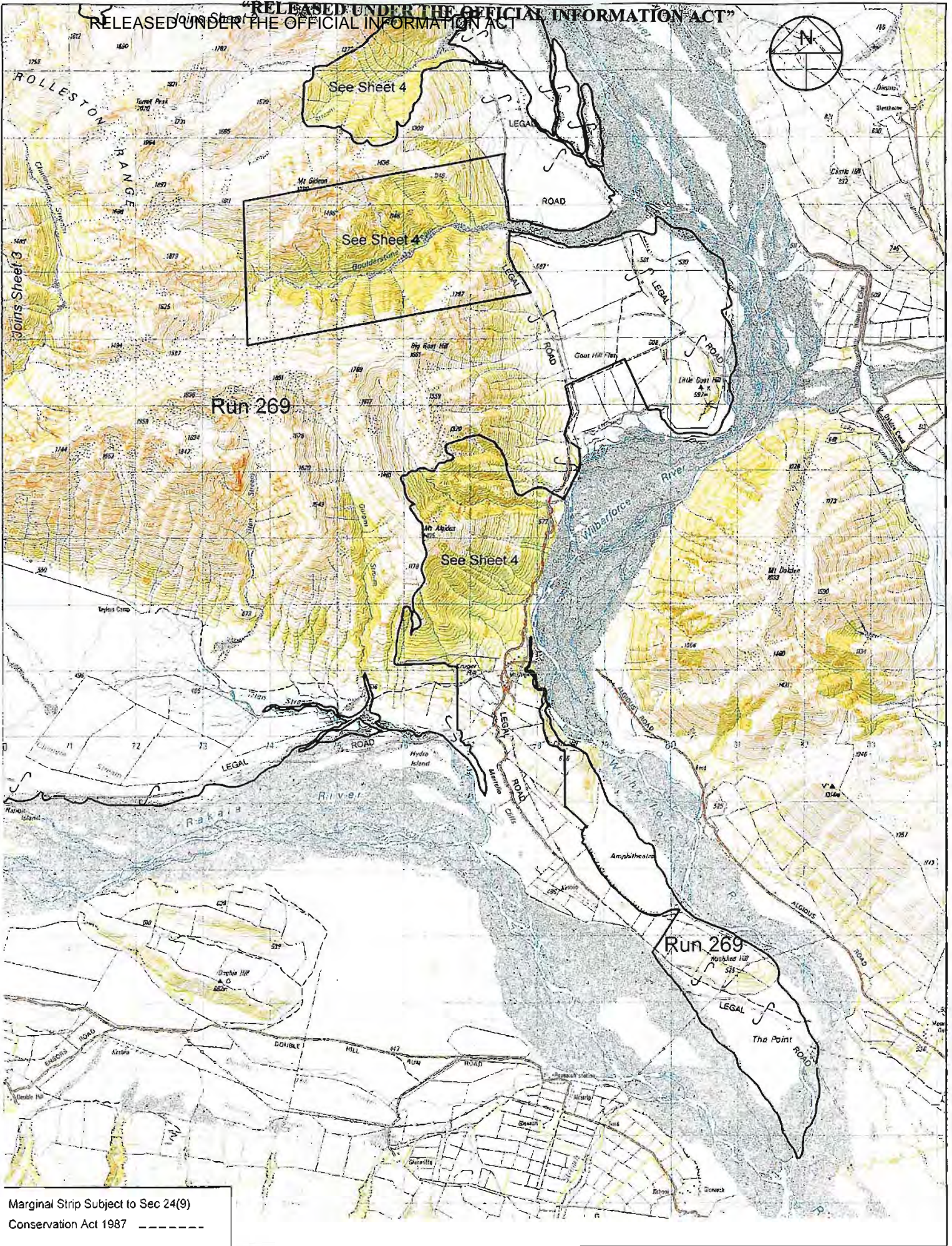
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**ANDERSEN & ASSOCIATES**  
REGISTERED SURVEYORS

PO Box 13-343  
Christchurch  
Ph. 03 379 9901







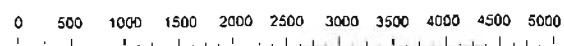
Marginal Strip Subject to Sec 24(9)  
Conservation Act 1987 -----



# Mt Algidus

Scale 1:50000

PO Box 13-343  
Christchurch  
Ph: 03 379 9901

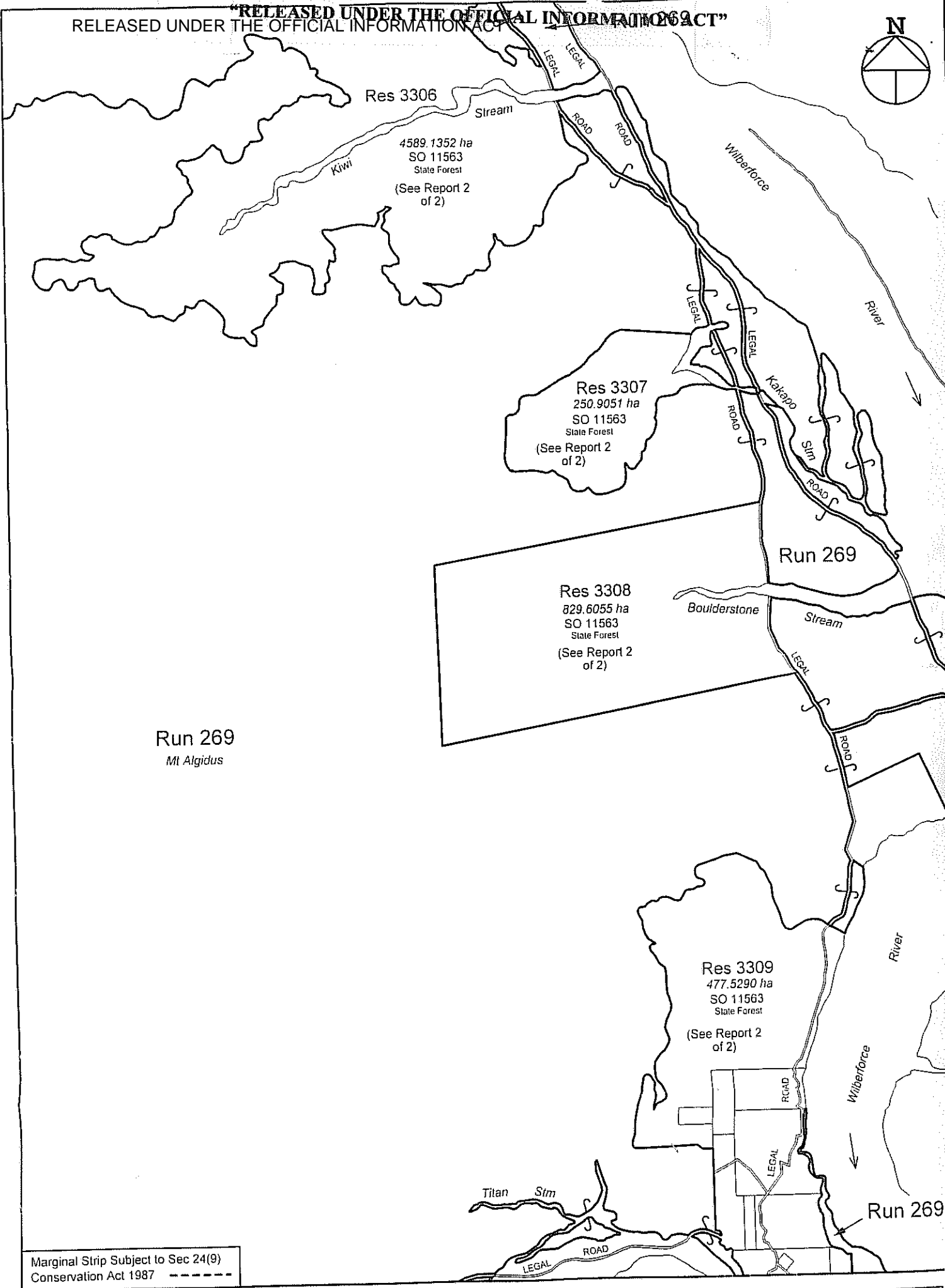
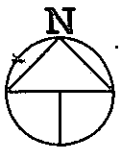


|                                      |   |   |               |   |   |
|--------------------------------------|---|---|---------------|---|---|
| Version                              | 1 | 2 | 3             | 4 | 5 |
| Canterbury Land District             |   |   | Sheet 1 of 4  |   |   |
| Topographic Map 260 - J34/35, K34/35 |   |   | Date 28/03/02 |   |   |





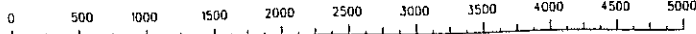




Marginal Strip Subject to Sec 24(9)  
Conservation Act 1987 -----

**Mt Algidus**

Scale 1:40000



|                                      |   |   |   |   |               |
|--------------------------------------|---|---|---|---|---------------|
| Version                              | 1 | 2 | 3 | 4 | 5             |
| Canterbury Land District             |   |   |   |   | Sheet 4 of 4  |
| Topographic Map 260 - J34/35, K34.35 |   |   |   |   | Date 28/03/02 |

## APPENDIX 1



## COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952



### Historical Search Copy

  
R.W. Muir  
Registrar-General  
of Land

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

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

**Legal Description** Run 269 and Part Reserve 408

**Original Proprietors**

Hamish George Innes as to a 1/4 share

Philippa Mary Innes as to a 1/4 share

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

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**Interests**

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

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

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

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

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

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

5200173.1 Departmental dealing correcting the legal description deleting ref. to Part Reserve 408 which has been absorbed into Run 269. See request 56615. - 24.4.2002 at 3:30 pm



Identifier

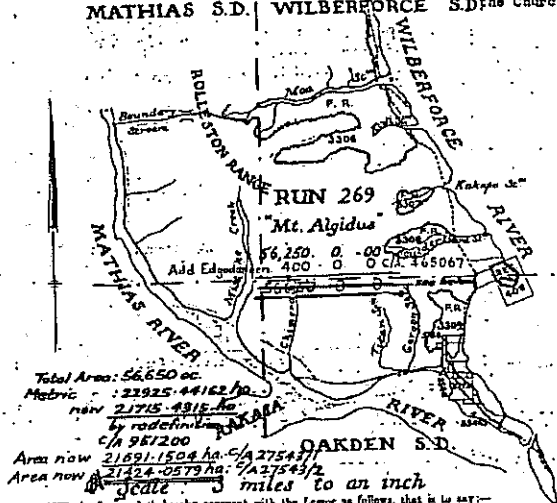
CB574/69

Entered in the Register-book Vol. 574 fol. 69  
day of July  
1954, at 10.17 AM o'clock  
M. S. Wilberforce  
Land Registrar.

CANTERBURY  
LAND DISTRICT

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

This Deed, made the First day of March one thousand nine hundred and fifty-four between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and MATHIAS S.D. WILBERFORCE S.D. the Church of England (who, with his executors, administrators, and permitted assigns, is hereinafter referred to as "the Lessee"), of the other part, WITNESSETH that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained or implied and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee, his heirs, assigns, and assigns, a certain parcel of land containing by admeasurement fifty-six thousand two hundred and fifty (56,250) acres, more or less, situated in the Land District of Canterbury and being Run 269 "Mt. Algidus" situated in Mathias, Wilberforce and Oakden Survey Districts, Selwyn County.



(hereinafter referred to as "the said land"), as the same is more particularly delineated in the plan drawn hereon and therein coloured red in outline, together with the rights, easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of thirty-three years, commencing on the first day of July together with one thousand nine hundred and fifty-four together with the period between the date of this lease and the aforesaid first day of July. Yielding and paying therefor during the said term unto the Department of Lands and Survey at the Principal Land Office for the said Land District of Canterbury the clear annual rent of Two hundred and thirty-five pounds (£235. 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, in respect of the improvements specified in the Schedule hereto the sum of \_\_\_\_\_ (£) by a deposit of \_\_\_\_\_ (£) (the receipt of which shall be a discharge) and thereafter by \_\_\_\_\_ (£) half-yearly instalments on the \_\_\_\_\_ day of \_\_\_\_\_ on the 1st day of January and the 1st day of July in each year in the same manner as aforesaid.

- AND the Lessee doth hereby covenant with the Lessor as follows, that is to say:-
1. THAT the Lessee will fully and punctually pay the rent 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 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 customs weeds, and will comply strictly with the provisions of the Fences Weeds Act, 1923.
  6. THAT the Lessee will keep the said land free from wild animals, rabbits, and other vermin, and generally comply with the provisions of the Rabbit Nuisance Act, 1923.
  7. THAT the Lessee will clean and clear from weeds and keep open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing therein.
  8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
  9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land to their full insurable value in the name of the Commissioner as 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, ranching, 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 Forests Tussack Act, 1946, burn any tussock, scrub, fern, or grass on the said land, nor permit any tussock, scrub, fern, or grass on the said land to be burned, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such terms and conditions as the Commissioner may deem necessary.
  12. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of ingress, egress, and regress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums, or other animals which the said Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers and employees in the performance of the said duties shall at all times avoid undue disturbances of the Lessee's stock.

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, 1949) 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 persons authorized by him and of any persons lawfully engaged in the working, extraction, or removal of any minerals on or under the surface of the said land or any adjacent land of the Crown, subject to the payment to the Lessee of compensation for all damage done by improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals: Provided that 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 100 yards of any yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any building: dwelling-houses: 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, ranching, or building purpose on the said land, but not otherwise.
- (c) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter at the expiration of each successive term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 66 (3) of the Land Act, 1948, a new lease of the land hereby leased at a rent to be determined in the manner prescribed by Part VIII of the said Act for a term of thirty-three years computed from the expiration of the term hereby granted and subject to the same covenants and provisions as this lease, including this proviso:

Identifier

CB574/69

- 574/69
- (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:
- (i) Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;
  - (ii) Crop such area of the said land as is sufficient for the use of himself and family and his employees;
  - (iii) Plough and sow in grass any portion of the said land;
  - (iv) Clear any portion of the said land by felling and burning bush or scrub and sow the land as cleared in grass;
  - (v) Suffer any portion of the said land to be grazed.
- 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 clover 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 he shall annually declare and agree through the Land Settlement Board and the Lessee that the number of sheep or other stock on the said land during the winter months shall not, without the prior consent of the Commissioner, exceed the number of sheep or other stock of one acre-hold for feeding year.
- (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 118 of the Land Act, 1948, declare this lease to be forfeit, and then 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 provisions 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.
- (9) 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 ~~SECTION 58~~ land does not exceed 7150 (being an increase of ten per cent on the carrying capacity on which is based the rent hereinbefore reserved). But the Commissioner may by notice in writing, ~~at any time and in particular in the event of a transfer, permit the lessee to depasture thereon any greater number should be deemed 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.

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

Canterbury

on behalf of the Lessor, hath herewith set his

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

Witness: [Signature]  
 Occupation: Land Office Clerk

Address: Christchurch

by his Attorney DONALD SINCLAIR MURCHISON  
 Signed by the above named as Lessee, in the presence of—

Witness: [Signature]  
 Occupation: Advocate

Address: Christchurch

[Signature]  
 Assistant Commissioner of Crown Lands

George Vincent Gerard  
 By his Attorney [Signature]  
 Lessee

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

1. I have executed the foregoing Pastoral Lease as the attorney and in the name of the therein named and described George Vincent Gerard under and by virtue of a certain Power of Attorney bearing date the 29th day of November 1944, a copy of which said Power of Attorney is deposited in the Land Registry Office at Christchurch under No. 7941.

2. I have not received any notice or information of the revocation of the said Power of Attorney by death or otherwise and I verily believe the same to be in full force and effect.

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the Justices of the Peace Act, 1927.

DECLARED at Christchurch this

5<sup>th</sup> day of April  
 1954, Before me

[Signature]  
 A Solicitor of the Supreme Court of New Zealand.

46504. Certificate of attestation in respect of the annual rent of 300 pounds payable by the lessee to the lessor on the 27th day of August 1957 at 1.50 per acre on premises 58 Section 58 of the Land Act 1948, a strip of land one chain in width along the bank of all streams and rivers is excluded from the pastoral lease.

[Signature]  
 11/23/53 & Richard Gifford, General Manager, Finance & Administration of Christchurch Sales & Leases  
 George Vincent Gerard - 17/1/54 at 11.55 am

LAND & DEEDS  
 Nature: [Signature]  
 Date: 11.5.54  
 Time: 10.32 am

Keblet or not deliv.

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.

= OVER = [Signature]

Identifier

CB574/69

C.T. 574/69

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

*[Signature]*  
A.L.R.

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

*[Signature]*  
A.L.R.

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

*[Signature]*  
A.L.R.

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

*[Signature]*  
A.L.R.

27543/1 Certificate of Alteration altering the area of the within land to 21 691.1504 hectares - 6.3.1975 at 9.05 a.m.

*[Signature]*  
A.L.R.

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

*[Signature]*  
A.L.R.

Mortgage 41744/1 to Rural Banking and Finance Corporation of New Zealand - 9.7.1975 at 9.10 a.m.

*[Signature]*  
A.L.R.

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

*[Signature]*  
A.L.R.

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

*[Signature]*  
A.L.R.

Mortgage 227975A/1 to Rural Banking and Finance Corporation - 28.7.1979 at 10.10 am.

*[Signature]*  
A.L.R.

Mortgage 256699/2 to Mutual Life Assurance Society - 12.12.1979 at 11.32 am.

*[Signature]*  
A.L.R.

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

*[Signature]*  
for A.L.R.

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

*[Signature]*

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

*[Signature]*  
for A.L.R.

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

*[Signature]*  
for A.L.R.

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

*[Signature]*  
for A.L.R.

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

*[Signature]*  
for A.L.R.

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

*[Signature]*  
for A.L.R.

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

*[Signature]*  
for A.L.R.

NO. 434894/1 VARIATION OF CLAIM UNDER SECTION 42 OF THE MATRIMONIAL PROPERTY ACT 1976 - 19.5.1983 at 11.22 a.m.

*[Signature]*  
A.L.R.

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

*[Signature]*  
A.L.R.

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

*[Signature]*  
for A.L.R.

Mortgage 565761/1 to Bank of New Zealand - 11.9.1985 at 10.46am.

*[Signature]*  
A.L.R.

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

*[Signature]*  
A.L.R.

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

*[Signature]*  
A.L.R.

*[Signature]*  
for A.L.R.

OVER.....



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

*C. Innes*

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

*C. Innes*

for A.L.R.