

Crown Pastoral Land Tenure Review

Lease name : SHENLEY

Lease number : PT 026

Due Diligence Report (including Status Report)

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.

August

06



DUE DILIGENCE REPORT
CPL PRE TENURE REVIEW ASSESSMENT STANDARD 6:

File Ref: Pt 026 Shenley Report No: R2127 Report Date: 10 April 2002
LINZ: CON/50268/09/12684/A-ZNO
Office of Agent: Timaru LINZ Case No: 02/ Date sent to LINZ: April 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** the following incomplete actions which require action by the Manager Crown Property Contracts;
 - 2.1 That the Computer Interest Register CB 529/30 be amended to show the correct area as 3,233.6406 ha.
 - 2.2 That the Computer Interest Register CB 529/30 be amended to show the correct spelling of one of the lessees – Sara Rhodes Fisher.

Signed for DTZ New Zealand Limited

R A Ward-Smith Manager - Timaru

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

Name: / /
Date of decision: / /

1. Details of lease:

Lease Name: Shenley
Location: Mackenzie Basin, South Canterbury
Lessee: Richard Windeyer Fisher and Sara Rhodes Fisher (lease records spelling of Sara as Sarah)
Tenure: Pastoral Lease under the Land Act 1948
Term: 33 years from 1 July 1952 and extension of the term for 33 years commencing on 1 July 1985
Annual Rent: \$9,000 plus GST
Rental Value: \$400,000
Date of Next Review: 1 July 2007
Land Registry Folio Ref: CB529/30
Legal Description: Run 323 'Shenley' Block IV and VIII Mackenzie Survey District, Blocks I and V Opawa Survey District
Area: 3,233.6406 hectares (subject to survey)

2. File Search

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
<i>Pt 026</i>	<i>I</i>	<i>1</i>	<i>4 March 1903</i>	<i>158</i>	<i>13 July 1953</i>

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
<i>Pt 26</i>	<i>III</i>	<i>160</i>	<i>22 March 1954</i>	<i>306</i>	<i>27 July 1978</i>

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
<i>Pt 26</i>	<i>IV</i>	<i>307</i>	<i>27 July 1978</i>	<i>Not recorded</i>	<i>15 March 1995</i>

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
<i>Pt 026</i>	<i>V</i>	<i>-</i>	<i>8 August 1995</i>	<i>-</i>	<i>1 January 2000</i>

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
<i>CON/50213/09/12684/A-ZNO</i>		<i>-</i>	<i>1 July 2000</i>	<i>-</i>	<i>Current file</i>

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
<i>5200/D13/S03-1-DNO</i>		<i>-</i>	<i>1995</i>	<i>-</i>	<i>1997</i>

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
<i>P/26/A-SCH Plans Only</i>		<i>-</i>		<i>-</i>	

3. Summary of lease document:

Terms of lease

Pastoral Lease for a term of 33 years from 1 July 1952 and extension of the term for 33 years commencing on 1 July 1985, pursuant to Section 66 and as registered under Section 83 Land Act 1948.

The lease contains the normal terms and conditions of pastoral lease, except there is no reference to reservation /exclusion under Section 58 Land Act 1948.

Area adjustments

Incorporations and surrenders have been reconciled with original metric area shown on the certificate of lease. This is the same as shown in the database and file records, except that the conversion of the total former area of 7990-2-00 from the former Certificate of Lease to hectares on the Current Certificate of Lease should read as 3,233.6406 hectares. The Computer Interest Register CB 351/49 records the total area as 3,233.4383 hectares which is incorrect. However the former Certificate of Lease CT 529/30 shows the correct total area in hectares.

Registered interests

- 1 Document 835179 Land Improvement Agreement pursuant to Sections 30(3) and 30A Soil Conservation and Rivers Control Act 1941 registered 1971
- 2 Document 32876.1 Statutory Land Charge under the Rural Housing Act 1939 registered 24 April 1975
- 3 Document 223031.1 Mortgage to Anne Charlett Fisher and to Jane Vivian Parson, Richard Windeyer Fisher and Ronald John Oats as executors in shares registered 20 April 1979
- 4 Document 223031.2 Mortgage to Anne Charlett Fisher and to Jane Vivian Parson, Richard Windeyer Fisher and Ronald John Oats as executors in shares registered 20 April 1979
- 5 Document A144429.4 Mortgage to Tripp Rolleston Nominees Limited registered 14 November 1994
- 6 Document A410739.43 Mortgage to ASB Bank Limited registered 15 June 1999

Unregistered interests

None known.

4. Summarise any Government programmes approved for the lease:

Conservation Plan registered as the Land Improvement Agreement. The programme developed in 1971 proposed the following programme:

26% conservation fencing and 74% internal cattle proofing less soil conservation fee of 8%. The total cost of the programme being approximately \$5,265. Also that the farm conservation plan ensure that Bøcks 2,3 and the Upper Simmons be spelled from sheep grazing for at least half a growing season and that cattle numbers be increased to a minimum of 650 head within a time of five years, thus reducing the need for burning.

The agreement was for a term of 10 years after completion of the works, which were to be completed within 4 years from June 1971. It is therefore presumed to have expired.

5. Summary of Land Status Report:

The Land Status report signed by the Chief Surveyor on 7 February 2002 showed the status of the land as Crown Land subject to the Land Act 1948. It showed the encumbrances as being the Land Improvement Agreement as set out above and in addition noted the land was subject to Part 9 of the Ngai Tahu Claims Settlement Act 1998. Minerals remain with the Crown. The area and legal description are as shown above.

It is noted in the Status Report that the area shown on structured text (Computer Interest Register) is incorrect. This is an error in the conversion of the total area from acres to hectares. The conversion of the total former area of 7990-2-00 acres on the former Certificate of Lease CT 529/50 to hectares read as 3,233.6406 hectares. The Computer Interest Register CB 351/49 records the total area as 3,233.4383 hectares which is incorrect. Therefore this is an error which occurred when the lease was registered in the Computer Interest Register system, see search copy dated 18 March 2002 appended.

6. Review of topographical and cadastral data:

Shenley is located 60 kilometres to the west of Timaru on the northern end of the Hunter Hills of the Dalgety Range. The property bounds the Hakataramea River to the west and Lockharts Stream to the northwest. The land is generally undulating to steep hill with an easterly aspect rising to 1,227 m asl. Freehold land of the holder adjoins.

Chamberlain Road gives direct access to the property; this intersects directly with State Highway 8 10 kilometres to the east giving main arterial access to the property. The boundary fence is on or close to the legal boundaries as shown except perhaps for a short length in the southwest corner adjoining Mt Dalgety pastoral leases.

7. Details of any neighbouring Crown or conservation land

There is no Conservation Land within the boundaries of the pastoral lease. However Public Conservation land adjoins the property as advised by Robert Cant, DGC's Delegate, Department of Conservation in a letter dated 19 February 2002.

A marginal strip to the north of the property on Lockharts Stream is pursuant to Part IVA of Conservation Act 1987. As the lease was renewed in 1985 it is unlikely that there are Section 58 marginal strips on the lease and there is no reference to such in the Certificate of Lease.

A Stewardship Area on Mt Gerald adjoins the western boundary; this is pursuant to Section 62 of the Conservation Act 1987. There is a Local Purpose Reserve, which is a gravel reserve vested in the Mackenzie District Council. This is located near the southeast boundary of the property that meets Chamberlain Road near the steading. These areas are outside of the Pastoral Lease.

Mt Dalgety Pastoral Lease is to the west of the property. All other surrounding area is freehold or Crown Renewable Lease.

8. Summarise any uncompleted actions or potential liabilities:

The total area for conversion is not correct as recorded on the Current Certificate of Lease CB 529/30. The former area of 7990-2-00 is stated in the Status Report to be by conversion 3233.6406 ha as shown in the Historical Lease.

The current internal formations of roads do not necessarily follow the cadastral legal road boundaries.

The above matters are noted in the Status Report.

There is reference to Shenley possessing an area of snow tussock grasslands to which the Royal Forest and Bird Protection Society proposed possible retention of this natural area. If retention of the tussock grassland occurred there is no further reference to this matter.

The name of one of the lessees is incorrectly spelt on the lease document following transfer 554602/1 on 5 July 1985. The first given name should be spelt Sara not Sarah. The advice to Lands and Survey Department at Folio 368, shows transfer action by the A/DLR on 5 July 1985 and the correct spelling is shown.

APPENDICES

- 1 Copy of Land Status Report**
- 2 Copy of Certificate of Lease**
- 3 Copy of Land Improvement Agreement**

KNIGHT FRANK (NZ) LIMITED

Appendix A

This report has been prepared on the instruction of Land Information New Zealand in terms of the contract number 50268 dated 31 August 2001 and is undertaken for the purposes of the Crown Pastoral Leases Act 1998.

LAND STATUS REPORT for SHENLEY				[LIPS ref.12684]
Property	1	of	1	

Land District	Canterbury
Legal Description	Run 323 situated in Blocks IV & VIII Mackenzie and Blocks I & V Opawa Survey Districts.
Area	3233.6406 hectares (Subject to survey)
Status	Crown Land subject to the Land Act 1948.
Instrument of lease	All CIR CB529/30 pursuant to section 66 and as registered under section 83 of the Land Act 1948 as renewed by document A144429.1.
Encumbrances	Land Improvement Agreement pursuant to section 30(3) and 30A Soil Conservation and Rivers Control Act 1941 No. 835179.
Mineral Ownership	Minerals remain with the Crown as the land has never been alienated since its acquisition for settlement purposes, from the former Maori owners under the Kemp purchase 1848.
Statute	Land Act 1948 & Crown Pastoral Land Act 1998.

Data Correct as at	07 February 2002
[Certification Attached]	Yes

Prepared by	Peter M King
Crown Accredited Supplier	Knight Frank (NZ) Limited

KNIGHT FRANK (NZ) LIMITED

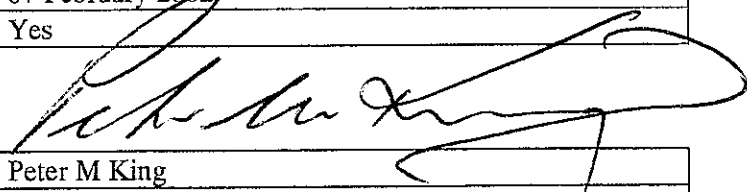
Appendix B

This Land status report has been prepared on the instruction of Land Information New Zealand in terms of the contract number 50268 dated 31 August 2001 and is undertaken for the purposes of the Crown Pastoral Leases Act 1998.

LAND STATUS REPORT for SHENLEY				[LIPS ref. 12684]
Property	1	of	1	

Land District	Canterbury
Legal Description	Run 323 situated in Blocks IV & VIII Mackenzie and Blocks I & V Opawa Survey Districts.
Area	3233.6406 hectares (Subject to survey)
Status	Crown Land subject to the Land Act 1948.
Instrument of lease	All CIR CB529/30 pursuant to section 66 and as registered under section 83 of the Land Act 1948 as renewed by document A144429.1.
Encumbrances	Land Improvement Agreement pursuant to sections 30(3) and 30A Soil Conservation and Rivers Control Act 1941 No. 835179.
Statute	Land Act 1948 & Crown Pastoral Land Act 1998.

Data Correct as at	07 February 2002
[Certification Attached]	Yes



Prepared by	Peter M King
Crown Accredited Supplier	Knight Frank (NZ) Limited

Certification:

Pursuant to section 11(1)(1) 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 *27 2* / ... / 2002

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



File Reference : CH 989

Level 4, Knight Frank House
76 Cashel Street
PO Box 142
Christchurch
+64 (0) 3 379 9787
+64 (0) 3 379 8440 fax
christchurch@knightfrank.co.nz
www.knightfrank.co.nz

CERTIFICATE OF AUTHORISATION

(Crown Land subject to the Land Act 1948)

PROPERTY ADDRESS: **RUN 323**
 “SHENLEY” (P 26)
 CHAMBERLAIN ROAD
 CANTERBURY LAND DISTRICT

ASSURANCE

Knight Frank (NZ) Limited gives an assurance that the document attached to this certificate is in order for signature.

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

- The New Standards & Guidelines Manuals CCPO; Roading/Legalisation, Volume 4, OSG Standard 1999/05

In giving this assurance **Knight Frank (NZ) Limited** undertakes that all relevant policy instructions, legal requirements, court judgements and any other matters have been taken into account and applied where appropriate.

A handwritten signature in black ink, appearing to read 'Peter M King', written over a horizontal dotted line.

Peter M King
Crown Accredited Supplier

Date: 07 February 2002

SHENLEY Property I of 1

<p>Notes : This information does not affect the status of the land but was identified as possibly requiring further investigation at the due diligence stage : See Crown Pastoral Standard 6 paragraph 6</p>	<p>Total area conversion shown on structured text is not correct. Former area 7990-2-00 by conversion should read 3233.6406ha.</p> <p>Current internal formation of roads does not necessarily follow the cadastral legal road boundaries.</p>
---	--

LAND STATUS REPORT SHENLEY				[LIPS ref 12684]
Property	1	of	1	

Research Data: Some Items may be not applicable

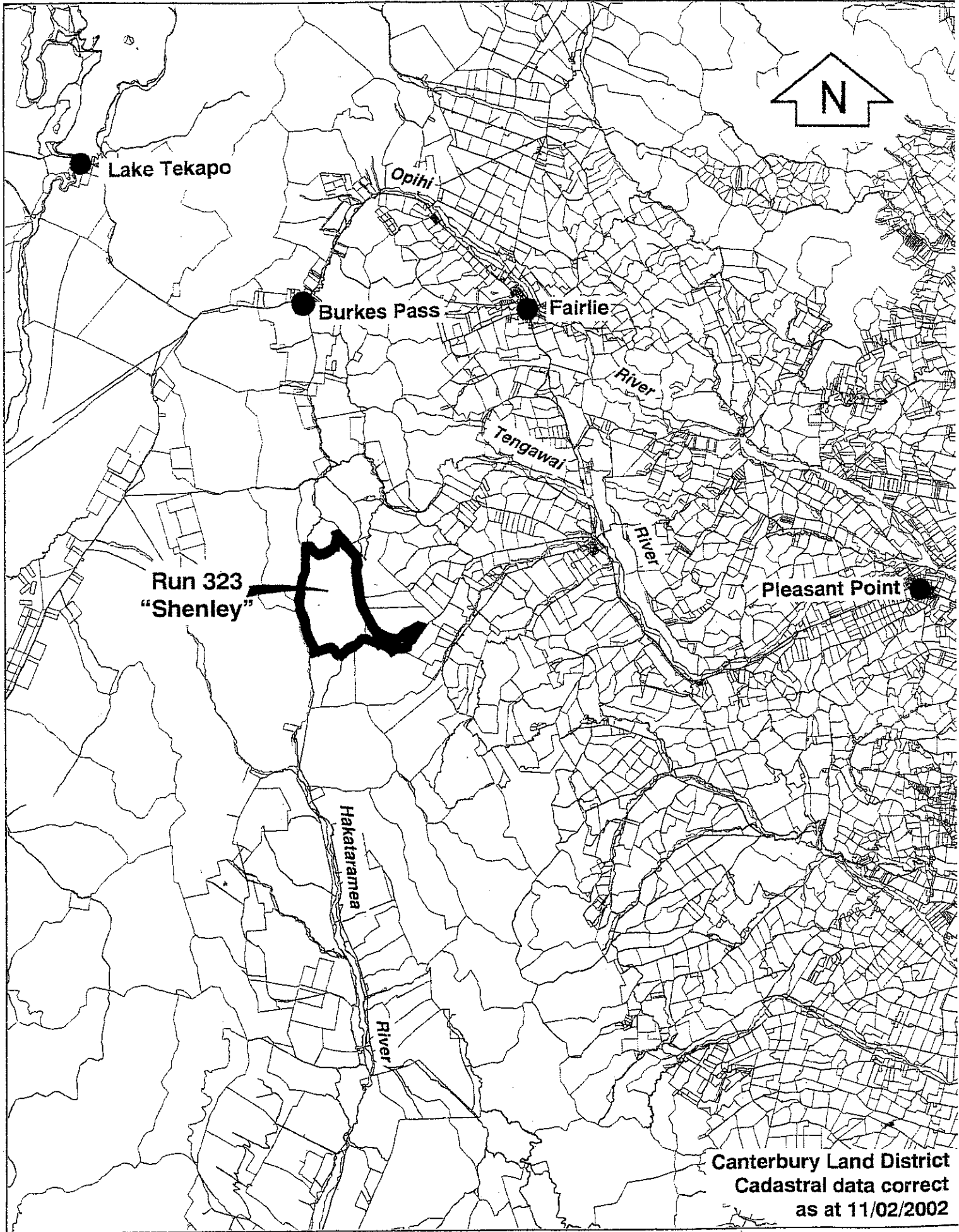
Property	1	of	1	
SDI Print Obtained	Yes			
NZMS 261 Ref	I38			
Local Authority	Mackenzie District Council			
Crown Acquisition Map	Kemp Purchase 1848			
SO Plan	SO 1510 (1902), SO 1512 (1903), SO 3192 (1895)			
Relevant Gazette Notices	N/A			
CT Ref / Lease Ref	All CIR CB529/30 (1952)			
Legalisation Cards	N/A			
CLR	N/A			
Allocation Maps (if applicable)	SOE - SO 17056 (I38) no overlaps DoC - SO 17107 (I38) no overlaps			
Rating Ref - if known	All assessment 25270/12200, 25300/06400 & 25300/6400A			
Crown Grant Maps	Mackenzie (1881) Opawa (1878)			
If Subject land Marginal Strip:	No subject provision for section 58 of the Land Act 1948 on lease CB529/30 and or SO 1510, 1512 & 3192. Lease renewal in 1985 is prior to, the Conservation Act 1987 [vide Section 24 (9)].			
a) Type [Sec 24(9) or Sec 58]				
b) Date Created	N/A			
c) Plan Reference	N/A			

LAND STATUS REPORT SHENLEY				[LIPS ref 12684]
Property	1	of	1	

Research – continued

Property	1	of	1	
If Crown land - Check Irrigation Maps.				N/A
Mining Maps				No interest recorded National Mining Index.
If Road				
a) Is it created on a Block Plan - Section 43(1)(d) Transit NZ Act 1989				a) Section 110A Public Works Act 1928.
b) By Proc				b) N/A
c) Plan				c) SO 1510 (1902), SO 1512 (1903), SO 3192 (1895), Topo 30T & 32T (1879)
Other Relevant Information				
a) Concessions - Advice from DOC or Knight Frank.				a) There are no DoC concessions and or no current Recreation Permits.
b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998 or Northern South Island Regional Landbank.				b) Subject to Part 9 of the Ngai Tahu Claims Settlement Act 1998.
c) Mineral Ownership				c) Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the Kemp Purchase (1848). Contained in [provide evidence]: Run 323 formerly; Part Run "Opawa" & Chamberlain Settlement (Small Grazing Runs) RS 36467, CB161/278 (1896) RS 36478 CB328/115 (1922) Sec 2 Blk V Opawa SD Sec 7 Blk V Opawa SD Sec 1 Blk IV Mackenzie SD and Sec 1 Blk VIII Mackenzie SD Are the earliest leases available in the Land Titles Office after Canterbury gazette 1867 pages 159 (223) & 161 (318), confirmation of runs under the Canterbury Land Regulations.
d) Other Info				d). N/A

LOCATION PLAN



LOCATION PLAN

Scale 1:300000

0 5000 10000 15000 20000 25000 30000 35000 40000m

Canterbury Land District
Cadastral data correct
as at 11/02/2002

DEEDS/TITLES/DOCUMENTS



**COMPUTER INTEREST REGISTER
UNDER LAND TRANSFER ACT 1952**



Historical Search Copy

R. W. Muir
Registrar-General
of Land

Identifier **CB529/30**
Land Registration District **Canterbury**
Date Registered 14 August 1952 10:34 am

Prior References

CB161/278 CB328/115 CB351/49

Type	Lease under s83 Land Act 1948	Term	33 years commencing on the first day of July 1952 and extension of the term for 33 years commencing on 1.7.1985
Area	3233.4383 hectares more or less		

Legal Description Run 323

Original Proprietors

Richard Windeyer Fisher as to a 1/2 share
Sarah Rhodes Fisher as to a 1/2 share

Interests

- 508637 Certificate of Alteration pursuant to Section 66 (2) Land Act 1948 - 14.9.1959 at 2.15 pm
- 835179 Land Improvement Agreement under sections 30(3) and 30A Soil Conservation and Rivers Control Act 1941 - 28.8.1971 at 9.30 am
- 32876.1 Statutory Land Charge under the Rural Housing Act 1939 - 24.4.1975 at 2.17 pm
- 223031.1 Mortgage to Anne Charlett Fisher and to Jane Vivian Parson, Richard Windeyer Fisher and Ronald John Oats as executors in shares - 20.4.1979 at 10.49 am
- 223031.2 Mortgage to Anne Charlett Fisher and to Jane Vivian Parson, Richard Windeyer Fisher and Ronald John Oats as executors in shares - 20.4.1979 at 10.49 am
- A144429.1 Variation of the terms of the within Lease and extension of the term for 33 years commencing on 1.7.1985 - 14.11.1994 at 11.56 am
- A144429.4 Mortgage to Tripp Rolleston Nominees Limited - 14.11.1994 at 11.56 am
- A410739.3 Mortgage to ASB Bank Limited - 15.6.1999 at 3.13 pm
- A410739.4 Memorandum of Priority making Mortgages A410739.3, 223031.1 and 223031.2 first, second and third mortgages respectively - 15.6.1999 at 3.13 pm

REGS: VOL. 351, FOL. 49; VOL. 328, FOL. 115; VOL. 161, FOL. 278.

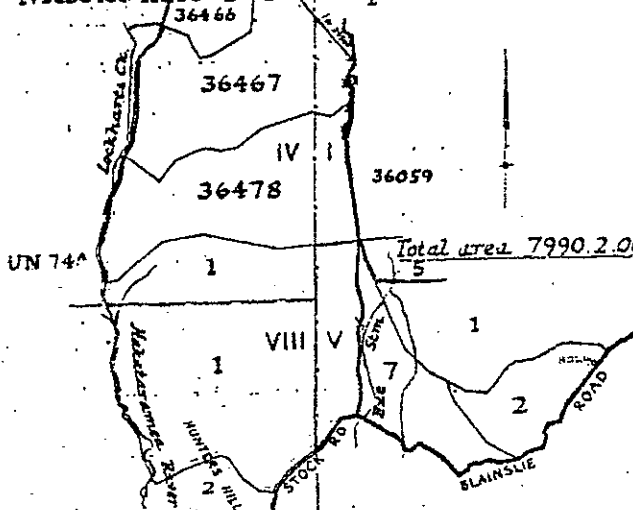
NEW ZEALAND

CANTERBURY LAND DISTRICT

Not Registered under the Land Transfer Act. Entered in the Register-book, Vol. 529 fol. 30. 1952, at 10 o'clock. day of August.

Pastoral Lease of Pastoral Land under the Land Act, 1948 No. P.26.

This Deed made the 1st day of March, one thousand nine hundred and fifty-two, between HAROLD HILL FISHER and HAROLD HILL FISHER as Lessee and the Crown as Lessor.



area hereinafter referred to as "the lease" 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, and the Lessor doth hereby demise and lease unto the Lessee all those pieces or parcels of land containing by admeasurement seven thousand nine hundred & ninety (7990) acres Two (2) furlongs and ... perches, a little more or less, situated in the Land District of Canterbury and being Rural sections 36467 and 36478 situated in Block IV, Mackenzie Survey District and Block I, Otago Survey District, Sections 2 and 7, Block V, Otago Survey District, Section 1, Block VI, Mackenzie Survey District and Section 1, Block VII, Mackenzie S.D. (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, covenants, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of thirty-three years, commencing on the first day of July one thousand nine hundred and fifty-two together with the period between the date of this lease and the aforesaid first day of July, 1952. Yielding and paying 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 Three hundred and ninety pounds (£ 390. 0. 0) payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term. And also paying in respect of the improvements specified in the Schedule hereto the sum of (£) 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 in the same manner as aforesaid.

Metric Area: 3233.6406 ha

- 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 hereinbefore stated 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 for his own use and benefit and will not transfer, assign, sublet, mortgage, charge, or part with possession of the said land or any part thereof without the previous approval of the Land Settlement Board: Provided that such approval will not be necessary in the case of a mortgage to the Crown or to a Department of State.
4. THAT the Lessee will at all times farm the said land diligently and in a husbandlike manner according to the rules of good husbandry and will not in any way commit waste.
5. THAT the Lessee will throughout the term of his lease to the satisfaction of the Commissioner of Crown Lands for the Land District of Canterbury (hereinafter referred to as "the Commissioner") cut and trim all live fences and hedges, clear and keep clear the said land of all noxious weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1925.
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, 1925.
7. THAT the Lessee will clean and clear from weeds and keep open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing therein.
8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land to their full insurable value in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit with the Commissioner every such policy and, not later than the afternoon 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 so aforesaid shall not be necessary where any such timber or tree is required for any agricultural, pastoral, household, roadmaking, or building purpose on the said land nor where the timber or tree has been planted by the Lessee.
11. THAT the Lessee shall not, except for the purpose of complying with any of the provisions of the Kawerau Tuzock Act, 1916, 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 burnt, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such terms and conditions as the Commissioner may deem necessary.
12. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of access, egress, and ingress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild guano, 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 any disturbance of the Lessee's work.
13. THAT the Lessee shall exercise due care in stocking the said land and shall not overstock.

AND it is hereby agreed and declared by and between the Lessee and the Lessor:
(a) THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil.
(b) THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1948) on or under the surface of the soil of the said land, and all such minerals are reserved to His Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorised by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the said land or any adjacent land of the Crown, subject to the payment to the Lessee of compensation for all damage done to improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals: Provided that there shall be no right of way over, or right to work, extract, or remove any mineral from, any part of the said land which is for the time being under crop or used or situated within a paddock, yard, garden, orchard, vineyard, nursery, or plantation, or within 100 feet of any building, dwelling-house: Provided also that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, household, roadmaking, or building purpose on the said land, but not otherwise.
(c) THAT upon the expiration of those 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 present provision for the renewal thereof and all provisions ancillary or in relation thereto.

529/30

21

- (4) THAT the Lessee shall have no right of acquiring the fee-simple of the said land.
- (5) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary:
 - (a) Cultivate any portion of the said land for the purpose of growing winter food for the stock depastured thereon;
 - (b) Crop such area of the said land as is sufficient for the use of himself and family and his employees;
 - (c) Plough and sow in grass any portion of the said land;
 - (d) Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass;
 - (e) Suffer any portion of the said land to be grazed in grass.

Provided that the lessee shall, on the termination of the lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clovers and grasses to the satisfaction of the Commissioner.

See below

- (6) 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, 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 Lessee, then the Land Settlement Board may, subject to the provisions of section 146 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 service due or for any prior breach of any covenant or condition of the lease.
- (7) THAT these presents are intended to take effect as a pastoral lease under the Land Act, 1948, and the provisions of the said Act and of the regulations made thereunder applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

SCHEDULE

(2) THAT the lessee shall be deemed not to have failed to use due care in stocking, or to have overstocked, so long as the number of sheep depastured on the said land does not exceed 4250 (being an increase of ten per cent on the carrying capacity on which is based the rent hereinbefore reserved) but the Commissioner may by notice in writing permit the lessee to depasture thereon any greater number should he deem it advisable or expedient so to do. Any permission so given shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of a transfer of the lease. 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 Lessor, hath hereunto set his hand, and these presents have also been executed by the said Lessee.

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

Witness: John Waring
 Occupation: Lands Office Clerk
 Address: Christchurch

Harold H Fisher
 Assistant Commissioner of Crown Lands.

Harold H Fisher
 Lessee

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

Witness: Thomas H. J. Jones
 Occupation: Housewife
 Address: 32 Sarah St Timaru

TA Fisher
 Lessee

Harold H Fisher
 Lessee

APPEARED before me at Timaru, the 29th day of June, 1952, HEANA HELEN HEWITT, of Timaru, Married Woman, a person known to me and of good repute, attesting witnesses to this instrument and acknowledged her signature to the same; and did further declare that HAROLD HILL FISHER, HAROLD WINDVEYER FISHER and THOMAS HILL FISHER the parties executing the same, were personally known to her, the said HEANA HELEN HEWITT, and that the signatures of this said instrument in the handwriting of the said HAROLD HILL FISHER, HAROLD WINDVEYER FISHER and THOMAS HILL FISHER.

A. Simson
 A Solicitor of the Supreme Court of New Zealand.

X426511 conveyed by Her Majesty the Queen
 Entered 30 1955 at 2.31

1458263 Transmission of the interest of Harold Hill Fisher to the above named Harold Windveyer Fisher and Thomas Hill Fisher as Co-tenants entered 13 May 1957 at 11.50 am with the consent of the court under Caseat 226511

Registration of alteration 502663 pursuant to Section 66(2) land act 1948 - Entered 14/9/1957 at 2.15 pm

Transfer 704854 of his share Thomas Hill Fisher to Harold Windveyer Fisher of Albury Sheepfarmen - 23/2/1967 at 11.55 am

Mortgage 704856 to Canterbury Agricultural Society - 23/2/1967 at 11.55 am

Entry Encumbered Agreement 74224 Pursuant to Section 5 of the Forestry Act 1949 entered 24.7.1968 at 9.10

No. 835179 Land Improvement Agreement under Section 30(1) and 30A of the Soil Conservation and Rivers Control Act 1941 - 28/6/1971 at 9.30 am

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.
A. Simson A.L.R.

652 J.C. Charge on the land within the description the within land is charged to Run 323 Shentley produced this 44 days of June 1965 at 9.25 am

Transfers 704855 of their share acquired by transmission 458263 Thomas Hill Fisher and Harold Windveyer Fisher to the said Thomas Hill Fisher (as to a 1/12 share) and to the said Harold Windveyer Fisher (as to 1/12 share) as tenants in common - 23/2/1967 at 11.55 am

No. 32876/1 Statutory Land Charge under the Rural Housing Act 1939 - 24.4.1975 at 2.17 p.m.

Variation of Mortgage 704856 - 17.3.1978 at 10.27 am.

over...

CT 529/30.

Variation of Mortgage 704858 - 17.3.1978 at 10.27 a.m.

Entered in Error *[Signature]* for A.L.R.

Transfer 221465/3 to Richard Windeyer Fisher of Albury, Farmer - 5.4.1979 at 11.48 a.m.

[Signature] for A.L.R.

Mortgage 221465/4 to The Rural Banking and Finance Corporation - 1.4.1979 at 11.48 a.m.

DISCHARGED
21.3.1980

[Signature] for A.L.R.

Mortgage 223031/1 to Harold Windeyer Fisher - 20-4-1979 at 10.49a.m.

[Signature] for A.L.R.

Mortgage 223031/2 to Harold Windeyer Fisher - 20-4-1979 at 10.49a.m.

[Signature] for A.L.R.

Mortgage 357313/1 to The Rural Banking and Finance Corporation - 1.4.1979 at 11.48 a.m.

108133

DISCHARGED
11 APR 1980
[Signature]

for A.L.R.

Transfer 554602/1 of a one-half share to Sarah Rhodes Fisher of Albury, Married Woman - 5.7.1985 at 11.53 a.m.

[Signature] A.L.R.

Mortgage A103450/1 to Tripp Rolleston Nominees Limited - 14.11.1994 at 12.00pm

DISCHARGED
17.3.1994

[Signature] for A.L.R.

No. A144429/1 Variation of the terms of within lease and extension of the term for 33 years commencing on 1.7.1985 - 14.11.1994 at 11.56am

[Signature] for A.L.R.

Transfer A144429/2 of a one-half share in Mortgages 223031/1 and 223031/2 to Anne Charlett Fisher - 14.11.1994 at 11.56am

[Signature] for A.L.R.

Mortgage A144429/4 to Tripp Rolleston Nominees Limited - 14.11.1994 at 11.56am

[Signature] for A.L.R.

A410739.1 Transmission of the share of Harold Windeyer Fisher in Mortgages 223031.1 and 223031.2 to Jane Vivian Parson, Richard Windeyer Fisher and Ronald John Oats as executors

A410739.3 Mortgage to ASB Bank Limited

A410739.4 Memorandum of Priority making Mortgages A410739.3, 223031.1 and 223031.2 first, second and third mortgages respectively

all 15.6.1999 at 3.13

[Signature] for RGL



835179

LAND IMPROVEMENT
AGREEMENT

Particulars entered in Register-book

Vol. 529 folio 30, 98/240

28 JUN 1971 23A/1092



Land Registrar
CANTERBURY

MWD_0020989

LAND & DEEDS
Nature: AGREEMENT
From: SOUTH CANTERBURY CATCHMENT BOARD.
28 JUN 1971
Time: 9.30
Fees:
Abstract No. 4430

THIS AGREEMENT made the *ninth* day of *June* 19 71

BETWEEN the South Canterbury Catchment Board duly constituted under the Soil Conservation and Rivers Control Act 1941 (hereinafter called "the Board") of the one part and **HAROLD WINDEYER FISHER** of "SHENLEY," ALBURY (hereinafter with his executors, administrators and assigns called "the Owner") of the other part

WHEREAS the Owner is the owner/lessee of that parcel of land described in the First Schedule hereto (hereinafter referred to as "the said land").

AND WHEREAS it has been agreed by and between the Owner and the Board that certain works described in the Conservation Plan set out in the Second Schedule hereto (hereinafter called "the works") be carried out for the control of erosion and the conservation of the soil on the said land and also to facilitate greater production on the said land AND WHEREAS the Board has agreed pursuant to Section 30 of the Soil Conservation and Rivers Control Act 1941 to make certain grants by way of subsidy to the Owner in respect of the works

AND WHEREAS the parties hereto desire to enter into a Land Improvement Agreement under subsection (3) of Section 30 and under Section 30A of the Soil Conservation and Rivers Control Act 1941

AND WHEREAS the terms of this agreement as hereinafter set out have been approved by the Soil Conservation and Rivers Control Council

NOW THEREFORE the parties hereto do hereby covenant and agree one with the other as follows:

1. IN consideration of the premises and of the covenants hereinafter contained and on the part of the Board to be observed and performed the owner will during the next four years carry out the works in accordance with the Conservation Plan and the Specifications described therein.

2. IN consideration of the premises and of the covenants hereinafter contained and on the part of the Owner to be observed and performed the Board will at its own expense subsidise the work carried out by the Owner in accordance with the Conservation Plan set out in the Second Schedule hereto and according to the Specifications therein in the proportions described in the aforementioned Conservation Plan.

3. UPON completion of any item of work referred to in the Second Schedule to the satisfaction of the Board the Board shall pay to the Owner the subsidy shown therein as payable in respect of that item.

4. THE Owner shall keep and maintain in good condition to the satisfaction of the Board the works and the areas affected by the Conservation Plan, for the term of this agreement which shall be for a period of *ten* years after completion of the works.

Handwritten signatures and initials:
JWS
KRS
JES

- 2 -

5. THE Owner shall when required supply all necessary information and data to the Board to enable it to compile grazing and production records of the said land as a means of evaluating the benefit derived from the Conservation Plan.

6. IT is agreed by the parties hereto that the Conservation Plan may be modified from time to time by agreement in writing between the parties.

7. THE Owner shall and will grant full power and authority to the Board, its Soil Conservators, Surveyors, Engineers, Employees, Workmen, Agents, Servants and Invitees with or without horses, carts, motor cars, trucks and other vehicles from time to time and at all times during the period of this Agreement to enter and remain upon such portions of the said land as may be necessary for the purpose of inspecting the progress and observing the results of the works and measures specified in the Conservation Plan or of carrying out any tests, surveys, bores or other works in connection with the Conservation Plan.




8. IF the Owner shall make default in the observance or performance of any covenant on his part hereinbefore contained and such default shall continue for a period of fourteen days after written notice thereof has been served on the Owner by the Board setting out the nature of such default and requiring the Owner to remedy the same then the Owner shall within seven days of demand being made on him by the Board pay to the Board the amount expended by the Board on the works up to the date of such default and such amount shall be recoverable by the Board in accordance with the provisions of Section 30A of the Soil Conservation and Rivers Control Act 1941.

9. IT is hereby agreed by and between the parties that this Agreement if a Land Improvement Agreement under subsection (3) of Section 30 of the Soil Conservation and Rivers Control Act 1941 and that all the provisions of Section 30A of that Act shall apply to this Agreement.

of
rd

ary

ing
f

THE FIRST SCHEDULE
=====

R.S. 36467 and 36478 Block IV Mackenzie S.D., and Block I
Opawa S.D. Sections 2 and 7 Block V Opawa S.D.,
Section 1 Block IV Mackenzie S.D. and Section 1 Block VIII
Mackenzie S.D. being all the land in the said Pastoral
Lease Number 26.
Registered in Volume 529, Folio 30

Area 7,990 acs 2 roods

Part R.S. 27984 and 29564 Block 1 Opawa S.D.
Registered in Volume 98, Folio 240.

Area 170 acs 2 r 5 p

Canterbury Land District

Total Area 8,161 acs 0 r 5 p

THE SECOND SCHEDULE
=====

PART I
=====

	<u>Est. Cost</u>	<u>Subsidy Rate</u>
150 chains conservation fencing	2,700	2:3
435 chains internal cattleproofing	2,175	2:3
Soil conservation fee at 8%	390	
	<u>\$5,265</u>	
	=====	

PART II
=====

(a) Conservation practices to follow "The Work" include
modifications in management as outlined in the
farm conservation plan.

Major modifications are outlined briefly as follows:

- (i) Blocks Back No. 2, No. 3 and Upper Simmons
will be spelled from sheep grazing for at
least half the growing season.
- (ii) Cattle numbers will be increased to a
minimum of 650 head within five years.
They will be used to more fully utilise
growth, thus reducing the need for
burning.

.....

MJA

MS
MS

IN WITNESS whereof these presents have been executed on the day
and year first before written.

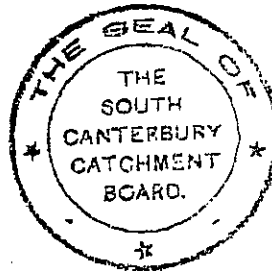
I, HAROLD WINDEYER FISHER, the Owner herein do hereby
bind myself and my successors in title to perform and observe the
terms and conditions of this agreement.

SIGNED by the said)
HAROLD WINDEYER FISHER)
as Owner in the presence of :)

Harold Windeyer Fisher

WITNESS: *W. Matthews (Soil Conservator)*

THE COMMON SEAL OF
The South Canterbury Catchment Board
was hereunto affixed
in pursuance of a resolution
of the Board in the presence of:



W. Matthews) Members of
the Board
J. G. Howe Secretary

I, FRANCIS GEORGE HOWE of Timaru, Secretary to the
South Canterbury Catchment Board DO HEREBY CERTIFY that the
within written Agreement is one that is capable of registration
and I do hereby apply for the registration of the said Agreement
against the land above described in accordance with the provisions
of Section 30A of the Soil Conservation and Rivers Control Act 1941.

J. G. Howe
Secretary

Quality due to Condition of Original



No. 206.

LEASE OF SMALL GRAZING-RUN.

UNDER THE LAND ACT, 1908.

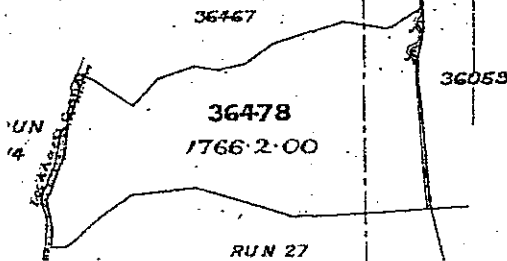
CANCELLED

This Deed,

made the THIRD day of JANUARY, 1922, 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 AGNES MOWBRAY FISHER WIFE OF HAROLD HILL FISHER, of ALBURY, in the Land District of CANTERBURY, FARMER (who with her 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 Crown lands containing by estimation ONE THOUSAND SEVEN HUNDRED AND SIXTY SIX AND ONE HALF (1,766 1/2) acres, more or less, and being Rural Section No. 36478, in the Land District of CANTERBURY, in the Dominion of New Zealand, as the said land is delineated on the plan in the Crown Lands 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, 1922, 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, 1908, 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: Holding and paying therefor unto the lessor, during the continuance of such term, the annual rent of ONE HUNDRED AND TEN POUNDS EIGHT SHILLINGS (£ 110 : 8 : 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 1922 and in the manner required by the Land Act, 1908. And the lessee doth hereby, for her heirs, executors, administrators, and assigns, covenant with the lessor that she the lessee shall and will pay the yearly rent of ONE HUNDRED AND TEN POUNDS EIGHT SHILLINGS (£ 110 : 8 : 0), hereinbefore 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 Land Act, 1908, 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.

IV Mackenzie S.D.

I Otago S.D.



Scale 60 Chains to an inch



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 GEORGE HENRY BULLARD the Commissioner of Crown Lands for the Land District of CANTERBURY on behalf of the lessor, in the presence of

G.H. Bullard Commissioner of Crown Lands

WITNESS OCCUPATION ADDRESS

at G.D. Goldsmith Clerk, Land Dept. Christchurch

Signed by the said AGNES MOWBRAY FISHER in the presence of

Agnes Mowbray Fisher

WITNESS OCCUPATION ADDRESS

at W. C. Williamson P. M. O. Albany

AGNES MOWBRAY FISHER, WIFE OF HAROLD HILL FISHER, of ALBURY, the above-named lessee, do hereby accept this lease of the above-described lands to be held by me as tenant, and subject to the conditions, restrictions, and covenants above set forth.

328/115

328/115

328/115

... as may be required by the Land Act 1925
...
is referred to 27/11/22 and is a copy of the same as produced
to 27/11/22

No. J.S.R. 236.

Correct for the purposes of the Land Transfer Act.

Dated 3rd January, 1922.

K 14089 extending within lease for a further term of 5 years pursuant to Section 25 of the Revenue and Other Lands Disposal Act, 1917, produced 25th March 1942 at 2.45 p.m.

His Majesty the King

TO

AGNES MOWBRAY FISHER

K 14394 extending within lease for a further term of 2 years pursuant to Section 3 (1) of the Revenue and Other Lands Disposal Act, 1917, produced 24 March 1944 at 3.15 p.m.

LEASE

Rural Section of Trans. No. 36478

Land District of CANTERBURY

320492 extending within lease for a further term of 2 years pursuant to Section 15 (1) of the Revenue and Other Lands Disposal Act, 1917, produced 24 January 1949 at 10.52 am

Under the Land Act, 1925.

one year from 1st March, 1922

Entered at 2.20 o'clock on the 21 day of January 1921

(New Lease) Vol 529 Folio 30
Registered
Correct
[Signature]
ATS

[Signature]

District Land Registrar, CANTERBURY.



328/115

L



NEW ZEALAND.

Crown Lands Form No. 78.

Entered at 3pm. on the
5th day of March 1895
W. P. H. S.



Register-book,

Vol. 161 fol. 278

161/278



District Land Registrar
Canterbury LAND DISTRICT.

Appln. No. 2460

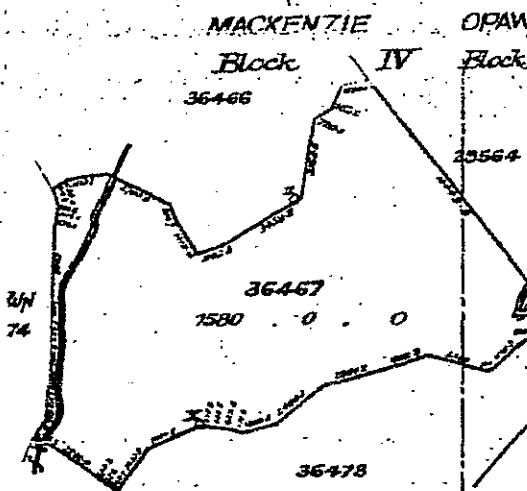
LEASE IN PERPETUITY UNDER PART III. OF "THE LAND ACT, 1892"

CANCELLED

This Deed, made the 25th day of May, 1895,

between Her Majesty the Queen (who with her heirs and successors is hereinafter termed "the lessor"), of the one part, and David Campbell, in the Land District of Canterbury, in the said colony, Shepherds (hereinafter, with his executors, administrators, and permitted assigns, referred to as and included in the term "the lessee"), of the other part, witnesseth that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained and implied and on the part of the lessee to be paid, observed, and performed, the lessor doth hereby demise and lease unto the lessee, all that piece or parcel of land containing by admeasurement One thousand five hundred and eighty

Image Quality due to Condition of Original



acres roads perches, a little more or less, situate in the Land District of Canterbury aforesaid, and being Section numbered 35167 Block 14.1 Survey Districts of Banks and Mackenzie as the same is more particularly demised and described in the plan drawn hereon, and therein coloured red in outline; together with the rights, easements, and appurtenances to the same belonging: To hold the said several premises together to be hereby demised unto the lessee for the term of nine hundred and ninety-nine years and months, commencing from the day of the date hereof and expiring on the 25th day of July which shall first ensue after the expiration of nine hundred and ninety-nine years from the 1st day of July next. Holding and paying therefor unto the Receiver of Land Revenue for the said District of Canterbury the annual rent of Sixty-five pounds sixteen shillings and eight pence (65 : 16 : 8), payable half-yearly in advance on the 1st day of January and 1st day of July next, and every year during the said term, free from all deductions whatsoever. The first payment of such rent having been made, the next payment to become due to be made on the 1st day of January next.

It is hereby declared and agreed that these presents are intended to take effect as a lease in perpetuity under Part III. of "The Land Act, 1892," and the provisions of that statute applicable to such leases; and, so far as the same apply to the term estate or interest hereby granted or created, and to the relations between the lessor and lessee from time to time, shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein: It is hereby further declared that if any dispute or disagreement shall arise between the parties hereto touching the construction of these presents, or in anywise relating hereto, such dispute or disagreement shall be referred to arbitration in the manner set forth in section 79 of the said Act; and neither of the said parties shall take or cause to be taken any steps or proceedings to set aside or call in question any award or decision which may have been given upon any such reference as final.

In witness whereof the Commissioner of Crown Lands for the Land District of Canterbury on behalf of the lessor, hath hereunto set his hand, and these presents have been also executed by the said lessee, the day and year first above written.

Scale 40 Chains to an Inch



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

Name: W. A. Cullen

Occupation: Clerk

Address: Christchurch

Signed by the above-named David Campbell as lessee, in the presence of—

Name: John Donnelly

Residence: Christchurch

Occupation: Clerk in Lands & Survey Office.

W. A. Cullen
Clerk

David Campbell
Lessee

over

161/278

Transfer of within Lease produced 29 April 1896 at 10 AM. Thomas Walsh to Benjamin Fotheringham White & Geraldine Shepherson

Transfer of within Lease produced 29 April 1896 at 10 AM. Thomas Walsh to Benjamin Fotheringham White & Geraldine Shepherson

Transfer of within lease produced 2 May 1900 at 2.5 pm Benjamin Fotheringham White to William Ross Mackay of Wilburys Sheep Station

Mortgage 48082 produced 25 March 1902 at 11.5 a.m. William Ross Mackay to The Government

Advances to Settlers Office DISCHARGED 23rd Nov 1902

Transfer of within Lease produced 25 February 1904 at 10.35 a.m. William Ross Mackay to Mary Rose Winter & Dibun Winter

Her Majesty the Queen

David Campbell

Land District

LEASE

Under "The Land Act, 1892"

one hundred and ninety-nine years from 1st July 1895

Entered at o'clock on the day 1895

District Land Registrar

Transfer of within Lease produced 23 July 1912 at 11 AM Mary Rose Winter to Arthur Bedford Fisher of Dunedin

Mortgage 186607 produced 23 July 1912 at 11 AM Arthur Bedford Fisher to Henry James

Mortgage 209336 produced 23 January 1935 at 2 PM Arthur Bedford Fisher to John W. de la Roche of Albany Farms

Transfer of within Lease produced 23 January 1935 at 2 PM Arthur Bedford Fisher to John W. de la Roche of Albany Farms

Indemnity 36414 to agree Murray Fisher wife of Harold Hill Fisher of Albany Farms entered 2nd December 1943 at 2 PM

Surrendered (New Lease Pastoral) Val 529 Talis so leased

Sections 141 to 147 of "The Land Act, 1892."

Compulsory Residence.

141. Residence on any land, not being land purchased for cash, selected under this Part of this Act shall be compulsory, and shall commence in bush-lands or on swamp-lands within four years, and in open or partly open land within one year, from the date of selection; and thereafter such residence shall be continuous:

- (1) On lands occupied with right of purchase, for six years on bush-lands or on swamp-lands, and for seven years on open or partly open land;
(2) On lease-in-perpetuity lands, for a term of ten years.

But these conditions of residence shall not apply to any person who has acquired an interest in any lease or license under an intestacy or by virtue of a will.

142. The Board may dispense with residence if the lessee or licensee reside and continue to reside on lands contiguous to the lands held under lease or license. Lands shall be deemed to be contiguous to each other if only separated by a road or stream, or by such interval of space as the Board may determine in each case.

The Board may also dispense with residence for four years after the commencement of the term where residence is otherwise compulsory in cases where the lessees or licensees are youths or unmarried women living within the land district, and residing with their parents or near relatives.

In case of the death of either or both parents of a child or children, residence may be dispensed with until such child or one of such children respectively attain the age of seventeen years.

143. Personal residence may also be dispensed with by the Board in the cases hereinafter mentioned:-

- (1) Whenever any two persons, being licensees with right of purchase or lessees in perpetuity, have lawfully intermarried at some period not sooner than twelve months after the issue of the last of such licenses or leases, such persons may reside on such one of the selections of land made by them as they may think fit.
(2) Whenever any two persons, one of whom has become a selector of land with right of purchase or a lessee in perpetuity, and the other is an owner or occupier of freehold land, have lawfully intermarried at some period not sooner than twelve months from the issue of the license or lease held by such selector, such selector may reside on such freehold.
(3) Residence on such selection or on such freehold, as may be the case, shall be deemed a compliance with the conditions of section one hundred and forty-one in respect of residence by such several persons.
(4) The Board, however, shall have a discretionary power to dispense with personal residence on sufficient and satisfactory grounds being shown for non-residence.

Improvements.

144. Every selector of lands under this Part of this Act, whether for occupation with right of purchase or for lease in perpetuity, shall put on the land comprised in his license or lease, as the case may be, substantial improvements:-

- (a) Within one year from the date of his license or lease, to a value equal to ten per centum of the price of the land;
(b) Within two years from the date of his license or lease, to a value equal to another ten per centum of the price of the land;
(c) And thereafter, but within six years from the date of his license or lease, to a value equal to another ten per centum of the price of the land;

And in addition thereto shall, within six years from the date of his license or lease, put substantial improvements of a permanent character on first-class land to the value of one pound, and on second-class land to an amount equal to the net price of every acre of such land: Provided that in no case shall the additional improvements required on second-class land be more than ten shillings per acre.

And every selector shall be bound at any time when so required by the Board to make and sign a statutory declaration as to his fulfilment of the conditions of occupation and improvement of the land in his occupation up to the time of making the said declaration.

145. Any holder of bush lands or swamp lands on deferred payments under section one hundred and fourteen of "The Land Act, 1892," or in any special settlement under regulations made before the twenty-seventh day of February, one thousand eight hundred and ninety-one, under Part V. of such Act, and any holder of a perpetual lease of any land under section one hundred and forty-eight of such Act, shall be deemed to have complied with the requirements of section twenty-one of "The Land Act Amendment Act, 1897," if within six years from the date of his license or lease he has brought or shall bring into cultivation twice the amount of land required by the herein first above mentioned sections or regulations respectively, and in addition thereto has put or shall put substantial improvements of a permanent character on the land in his occupation to the value of one pound for every acre of such land.

146. In the case of suburban lands the Board in its discretion may dispense with conditions as to improvements of special monetary value, where such substantial improvements have been effected as in the opinion of the Board are reasonable in the circumstances.

147. The Board, on compliance with the provisions of section eighty-three, or on their being satisfied by a statutory declaration that the transferor is unable or not in a condition to make the improvements on the land required by this Act, may sanction a transfer, either by way of mortgage or otherwise, of land other than cash-land, or of any interest in such land, held under this Part of this Act, at any time after the first selection thereof, to any person not disqualified who shall make the declaration under the particular system under which the land is held, as given in the Schedules to this Act.

161/278