

Crown Pastoral Land Tenure Review

Lease name : STONELEIGH

Lease number : PT 030

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.

July 09

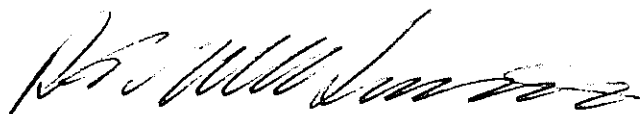
DUE DILIGENCE REPORT
CPL PRE TENURE REVIEW ASSESSMENT STANDARD 6:

File Ref: Pt 030.01 Stoneleigh Report No: R1557 Report Date: 18 December 2001
LINZ: CON/50268/09/12686/A-ZNO
Office of Agent: Timaru LINZ Case No: 02/ Date sent to LINZ: December 2001

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 .
 - (a) Registration of the change in area as set out in Folio 363, copy attached.
 - (b) Determine if the legal road beside the South Opuha River is continuous.

Signed for Knight Frank (NZ) Limited



R A Ward-Smith Manager - Timaru

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

Name:

Date of decision: / /

**DUE DILIGENCE REPORT
CPL PRE TENURE REVIEW ASSESSMENT STANDARD 6:**

File Ref:	Pt 030.01 Stoneleigh	Report No: R1557	Report Date: 18 December 2001
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1. Details of lease:

Lease Name: Stoneleigh
Location: Fairlie, South Canterbury
Lessee: A A, and B K Tiffen and B H Maxwell
Tenure: Pastoral Lease
Term: 33 years from 1 July 1985
Annual Rent: \$5,062.50
Rental Value: \$225,000
Date of Next Review: 1 July 2007
Land Registry Folio Ref: CB529/33
Legal Description: Run 260 "Stoneleigh" and Rural Section 40213 Tekapo and Opuha Survey Districts
Area: 2,892.6296 hectares (not area shown on Certificate of Lease)

2. File Search

Files held by Agent on behalf of LINZ:

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
Pt/030-SCH-01	I	163	21 March 1951	378	28 November 1977

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
Pt/030-SCH-02	II	379	28 November 1977	536	January 1990

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
Pt 030	III	536	January 1990	569	30 June 2000

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
CON/50213/09/12686/A-ZNO		NA	1 July 2000	NA	Current

Other relevant files held by LINZ:

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
Pt/030/A-SCH		NA	1 January 1800	NA	Current

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
5200/D13/S10-1-DNO		NA	1 January 1800	NA	28 February 1997

3. Summary of lease document:

Terms of lease

33 years commencing on 1 July 1952 and extended for 33 years commencing on 1 July 1985, registered under Section 83 Land Act 1948. Intended to take effect as a pastoral lease under the Land Act 1948. Current rental from 1 July 1996 is \$5,062.50 based on a rental value of \$225,000 at 2.25%. A 1/9th rebate is allowed for prompt payment, which gives a net rental of \$4,500. The correct rental is being charged.

Area adjustments

Incorporations and surrenders have been reconciled with the original metric area shown on the certificate of lease and original imperial areas previously shown. There is a significant discrepancy.

At Folio 363 an action sheet shows a change of area as the result of redefinition by latest topographical mapping. This shows the area changing from 3,022.6982 hectares to a new area of 2,881.3617 as shown on SO11998. The alteration was never registered against the lease.

At Folio 448, 27 May 1983, the Chief Draftsman (CD) R A Snowdon sets out the correct areas showing Run 260 - 2881.3617 hectares, plus incorporation of RS 40213 of 11.2679 hectares, giving a total area of 2892.6296 hectares. This is the area currently shown on file records but not on the Certificate of Lease. The CD notes the title was incorrect as no Certificate of Alteration had been lodged for the new area on SO 11998.

Folio 483 11 June 1986 again notes the area on the Certificate of Lease as incorrect. The Chief Surveyor notes that the lease is adequately defined on SOs 5106-5112 and also notes to see SO 11998. Confirms the area as 2892.6296 hectares.

The Certificate of Lease shows the area as 3033.9661 hectares.

Registered interests

Document 792296 Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1991 registered 7 April 1970.

Document 272973.1 Mortgage to the Rural Banking and Finance Corporation registered 6 May 1980 and varied 8 February 1983.

Document 272973.2 Mortgage to the Rural Bank and Finance Corporation registered 6 May 1980

Unregistered interests

None known or noted during file search.

4. Summarise any Government programmes approved for the lease:

Land Improvement Agreement dated 10 March 1970 and registered 7 April 1970. It is an agreement between the South Canterbury Catchment Board (now Canterbury Regional Council) and the Holder for the securing of certain soil conservation works. It requires the holder to keep and maintain in good condition to the satisfaction of the Board the works and the area affected by the Conservation Plan. It is notable that the words "for the term of this agreement which shall be

for a period of years after completion of the works" has been crossed out and initialled. The works involve fencing, oversowing and topdressing, and windbreak planting. An additional condition requires that Block A containing 3,562 acres (1,441 hectares) will not be grazed with sheep, but cattle may be grazed with the number to be agreed upon between the farmer and the Board. (The Board refers to the South Canterbury Catchment Board).

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

Land Status Report dated 2 October 2001 prepared by Peter M King, a Crown Accredited supplier with Knight Frank (NZ) Ltd. It shows Run 260 and RS 40213 in Tekapo and Opuha Survey Districts to be Crown Land subject to the Land Act 1948. Encumbrances noted were the Land Improvement Agreement, and that it is subject to Part IVa Conservation Act 1987 upon disposition. The instrument of lease is registered as CB529/33 pursuant to Section 66 as registered under Section 83 Land Act 1948. It was certified by R Moulton, Chief Surveyor, 19 October 2001.

It notes the area as 3033.9661 hectares (subject to survey).

Other notes that do not affect the status of the land but identified in the status report as possibly requiring further investigation are shown in Italics below.

- 1 *That there was a proposal that some 3653 acres be surrendered.* All surrenders and adjustments have been investigated during due diligence. Some changes did occur prior to issue of the pastoral lease.
- 2 *That the Run was included as a member of the Upper Opuha Catchment Control Scheme.* There is nothing formally registered against the lease. It is understood that the South Canterbury Catchment Board may have operated an Upper Opuha Catchment Control Scheme, however this could be quite separate from on the farm works. The current holder did enter into a land Improvement Agreement for soil and water conservation practices, registered against the lease.
- 3 *The legal road following the north-eastern boundary parallel with the South Opuha River is not contiguous with the boundary.* It has caused various problems with access to the Conservation Land beyond.
- 4 *The area has been shown as subject to survey on the grounds that the planimetric area on SO 11998 varies from that shown on the former plans of survey (SO 5106 and 5109).*

6. **Review of topographical and cadastral data:**

The north-eastern boundary generally follows the South Opuha River, with a legal (unformed) road, generally following the river from the confluence of the North and South Branches, which leads onto Stoneleigh Road (part formed) near the southern end of the property. The western and south-western boundary from Stoneleigh Saddle on the Two Thumb Range to Dobson Peak follows the major ridgeline, then from Dobson Peak south-east to spot height 1192, it generally does not follow a geographic feature. The boundary is fenced from spot height 1192 southward to the flats, then along the boundaries of the flats northward to the South Opuha River. It cannot be determined if, where the boundary follows a legal road on the flats, that the fencing is the lease side of such roads. North of the junction of Stoneleigh Road and the South Opuha River, the river appears to form the physical boundary.

Legal Road, Stoneleigh Road, is formed to the property, and is partly formed through the property to the South Opuha River. Likewise Ashwick Flat Road from the east is part formed and can be located on the ground. The legal road following the true right bank of the South Opuha River from Stoneleigh Road is not formed, although in part coincides with a farm track. This has been the source of frequent disputes between people wanting access up the South Opuha River, and the Holder. There is some doubt as to whether the road is continuous. At a point mid-way, it would appear that the River is the legal boundary with the Run, and for a distance of some one hundred metres there may be no legal road. The Status Check Plan shows it as described above, as does SO 5106. However, the plan attached to the Renewable Lease (now cancelled) registered as 280/102 clearly shows a continuous road. This matter would need to be further investigated to ensure there is legal public access if the area is not restored to the Crown.

7. Details of any neighbouring Crown or conservation land

To the north is Section 15A, Conservation Land, being a former lease which was surrendered and no lease reissued. It is noted on a plan prepared for lease renewal that an area of some 163 hectares was considered for incorporation into the pastoral lease, however it appears to be very cold and dark facing area, although there are some downs close to the river. To the south-west is Conservation land on which is situated the Mount Dobson skifield. It is cold dark land, formerly held in a previous Stoneleigh lease and an area which the Crown managed to encourage an adjoining owner to take up, then was subsequently surrendered as being worthless grazing. The lower south-west boundary is bounded by Cloudy Peaks pastoral lease and freehold. Land to the south and east is all freehold. A small area of Crown riverbed is in the South Opuha River to the north east. This reasonably flat area appears on the topographical map but does not easily show on a marked up aerial photo. Inspection would be required to determine if it was suitable for inclusion in tenure review. Beyond this to the south, the river or road reserve or freehold, forms the boundary.

8. Summarise any uncompleted actions or potential liabilities:

- (a) Registration of the change in area as set out in Folio 363, copy attached.
- (b) Determine if the legal road beside the South Opuha River is continuous.

APPENDICES

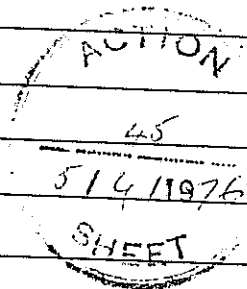
Schedule A Status Report

1 Folio 363

FILE: P 30.**ALTERATION** Change of Area.Lessee/Licensee: A. G. Kerr Ltd.360Description of Land: Run 260^{"Storeleigh"} situated in TeKapo and
Opuha Survey DistrictsArea: 2881.3617 haRating Authorities: MacKenzie County Council

Valuation Department Assessment Reference:

Full Details of Alteration

Former Area 3022.6982 ha.Pt. Brown Lease 529/33
(SO 11998)

Reason and Authority for Alteration

Redefinition by latest topographical mappingPrepared by: L. Hay / 31/3/76 / J13 No. 1313 Checked by: Don W. Stiff 2/4/76**ACTION REQUIRED:****LEASES SEC.:**

G. 13 6/30/74 176.
 C.L. Regr. 22/6/76.
 Expiry Book: / / .
 Interest Review / / .
 Register / / .

ACCOUNTS DIV.:

Ledgers: / / .
 C./register: / / .
 Land A/c. / / .
 Index: / / .
 A/c's. Check: / / .

TITLES SEC.:

Documents: 5 4 76.
 Insurance: / / .

RECORDS SEC.:

File 126 17/76
 Index 126 17/76

ACTION CHECKED: 14/9/1

Reconciliation of Areas for Stoneleigh

Document 379260 May 1953	7469ac 1r 00p	Ha Balance	
Converted to Metric area		3022.8054	RWS conversion to metric
64431 incorporation RS 40213 24 Dec 1975		3022.6982	
		11.2679	3033.9661 Current area shown on lease
Folio 363, 27 July 1976, SO11998 Note that this excludes 11.2679 incorporated.		2881.3617	2881.3617 Due to new topo. Mapping
Folio 448, 27 May 1983,	Run 260	2881.3617	
RS 40213		11.2679	
		2892.6296	By decree of the chief survey draftsman. No C/A lodged for SO 11998

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 STONELEIGH				<i>[LIPS ref.12686]</i>
Property	1	of	1	

Land District	Canterbury
Legal Description	Run 260 and RS 40213 Blocks IV, VIII & XII Tekapo and Blocks V, IX, X, XIII & XIV Opuha Survey Districts.
Area	3033.9661 hectares (Subject to survey)
Status	Crown Land subject to the Land Act 1948.
Instrument of lease	All CB529/33 pursuant to section 66 and as registered under section 83 of the Land Act 1948.
Encumbrances	Land Improvement Agreement pursuant to section 30A Soil Conservation and Rivers Control Act 1941 No. 792296. Subject to Part IVA Conservation Act 1987 upon disposition.
Mineral Ownership	Minerals were acquired by the Crown under the provisions of the Land for Settlements Act 1908, Reserves and Other Lands Disposal and Public Bodies Empowering Act 1914 & Land Amendment Act 1954 for settlement purposes.
Statute	Land Act 1948 & Crown Pastoral Land Act 1998.

Data Correct as at	02 October 2001
[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.

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Statute	Land Act 1948 & Crown Pastoral Land Act 1998.

Data Correct as at	02 October 2001
[Certification Attached]	Yes

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

Certification:

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

R. Moulton

Date *19/10* /2001

R Moulton, Chief Surveyor
Land Information New Zealand, Christchurch



File Reference : Contract 50268

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

**PROPERTY ADDRESS: RUN 260 "STONELEIGH"
STONELEIGH ROAD
CANTERBURY LAND DISTRICT**

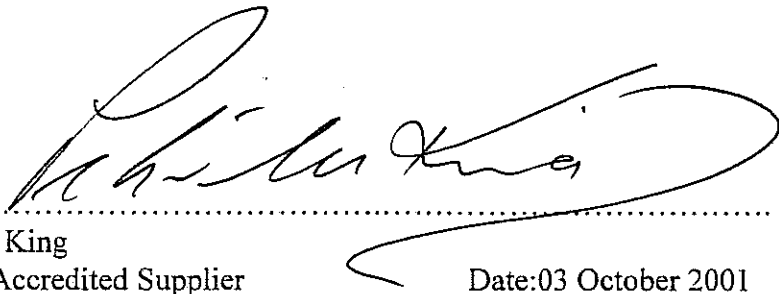
ASSURANCE

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, 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.


.....
Peter M King
Crown Accredited Supplier

Date: 03 October 2001

STONELEIGH Property I of I

<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>File P030 area 3653 acres (no date) to be surrendered ? However a further plan (no date 1990?) indicates an area of 1518 hectares for proposed surrender and addition of 163 hectares ? No further promotion of this has occurred (refer under P030 folio 513. Similarly there is an indication for a protected natural area (PNA) on this latter plan.</p> <p>File P030 folio 306, Run 260 included as a member of the "Upper Opuha Catchment Control Scheme"? Earlier correspondence (1964) indicates that the lessee did not follow through with this scheme plan.</p> <p>Legal road following the north eastern boundary parallel with the South Opuha River is not contiguous with the boundary. The file notes (folio 484) a formed "Stoneleigh" track intersects this legal road in places, and has caused public access conflict.</p> <p>Area has been shown as "subject to survey" on the grounds that the planametric area on SO 11998 varies from that shown on the former plans of survey (SO 5106 & 5109).</p>
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LAND STATUS REPORT STONELEIGH				<i>[LIPS ref 12686]</i>
Property	1	of	1	

Research Data: *Some Items may be not applicable*

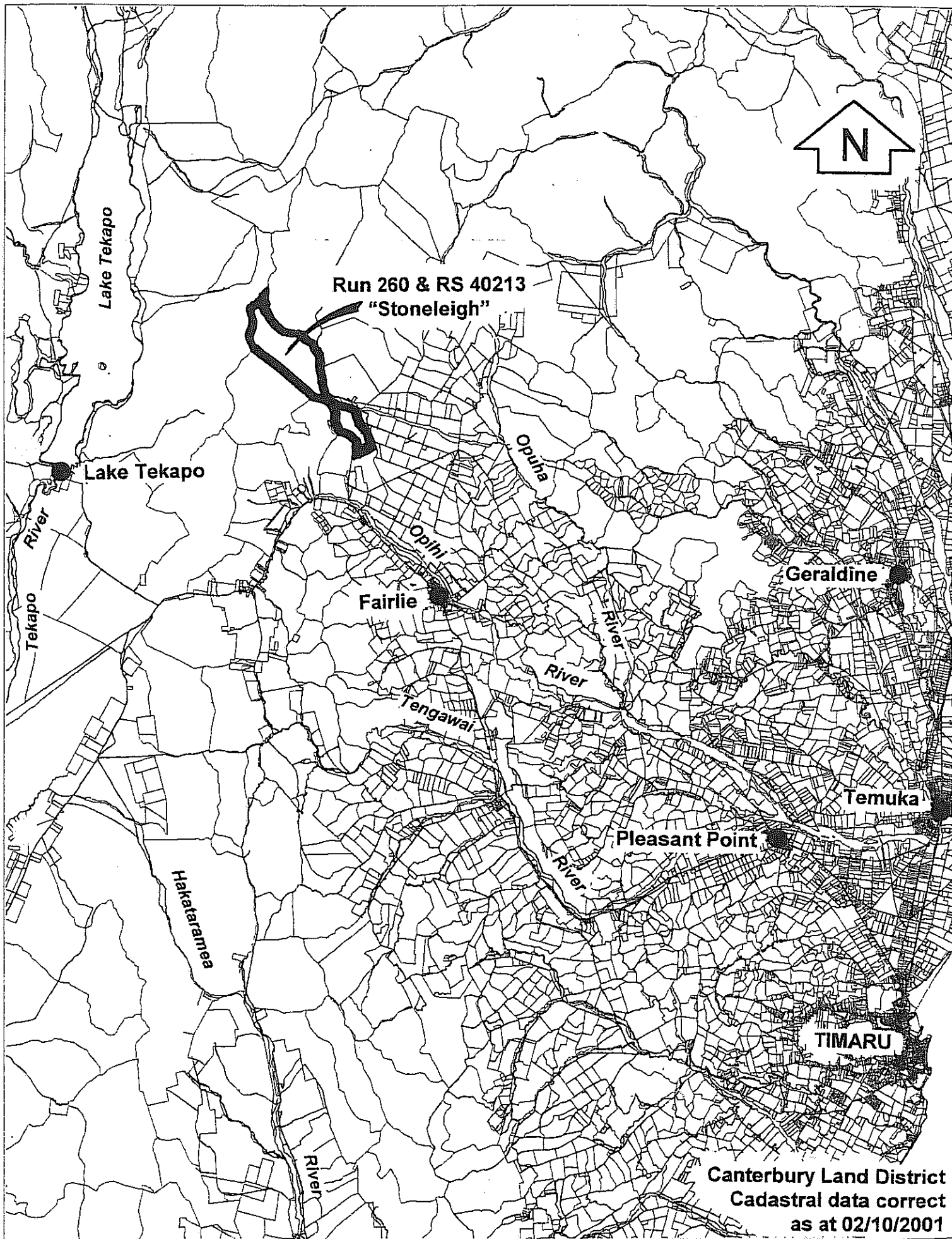
Property	1	of	1	
SDI Print Obtained	Yes			
NZMS 261 Ref	I37 & J37			
Local Authority	Mackenzie District Council			
Crown Acquisition Map	Kemp Purchase 1848			
SO Plan	SO 11998 (1976)			
Relevant Gazette Notices	N/A			
CT Ref/ Lease Ref	All CIR CB529/33 (1952)			
Legalisation Cards	N/A			
CLR	N/A			
Allocation Maps (if applicable)	SOE - SO 17055 (I37) no overlaps SO 17063 (J37) DoC – SO 17106 (I37) no overlaps SO 17114 (J37)			
Rating Ref - if known	All assessment 25280/15600			
Crown Grant Maps	Tekapo (1881) Opuha (1880)			
If Subject land Marginal Strip: a) Type [Sec 24(9) or Sec 58]	Note: Both current lease and plan show no prior subject provision to section 58 of the Land Act 1948.			
b) Date Created	N/A			
c) Plan Reference	SO 11998			

LAND STATUS REPORT STONELEIGH				[LIPS ref 12686]
Property	1	of	1	

Research – continued

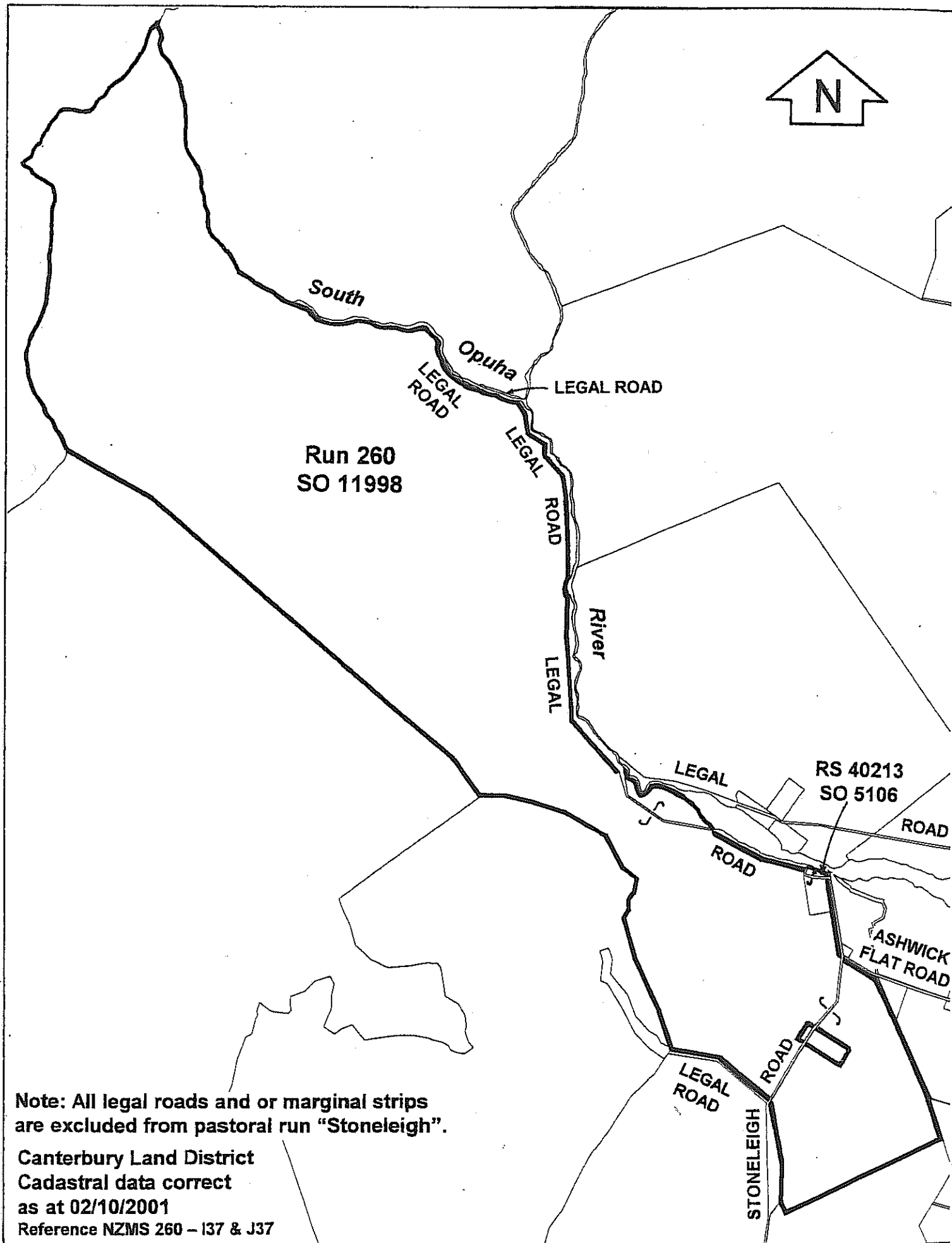
Property	1	of	1	
If Crown land - Check Irrigation Maps.				N/A
Mining Maps				No interest recorded National Mining Index.
If Road				
a) Is it created on a Block Plan - Section 43(1)(d) Transit NZ Act 1989				a) Crown Grant and Section 110A Public Works Act 1928.
b) By Proc				b) N/A
c) Plan No.				c) Timaru Roll Plan 8 (Circa 1880), Topo Plan 15T (1888), Topo Plan 56A (1892), SO 5106 (1913)
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				<p>c) Mines and Minerals are owned by the Crown as the Crown acquired the land for settlement purposes under the; Land for Settlement Act 1908, Reserves and Other Lands Disposal and Public Bodies Empowering Act 1914 and the Land Amendment Act 1954.</p> <p>Formerly Contained in [provide evidence]:</p> <p>Crown Grants;</p> <p><u>SO 5106</u></p> <p>RS 26643 – CT CB70/201 (1881)</p> <p>RS26644 – CT CB70/202 (1881)</p> <p>RS 32473 – CT CB70/210 (1881)</p> <p>RS 32389, 32390 – CT CB70/209 (1881)</p> <p>Section 1A Ashwick Settlement – CT CB281/261 (1913)</p> <p>Reserve 3916 – Ungazetted Stock Reserve (No reservation recorded)</p> <p><u>SO 5109</u></p> <p>RS 28848, 28849, 28850, 28851, 28877 – CT CB70/203 (1881)</p> <p>RS 28888 – CT CB71/187 (1881)</p> <p>RS 32591 – CT CB70/211 (1881)</p> <p>RS 36342 – CL CB146/66 (1891)</p>
d) Other Info				d) N/A

LOCATION PLAN



LOCATION PLAN

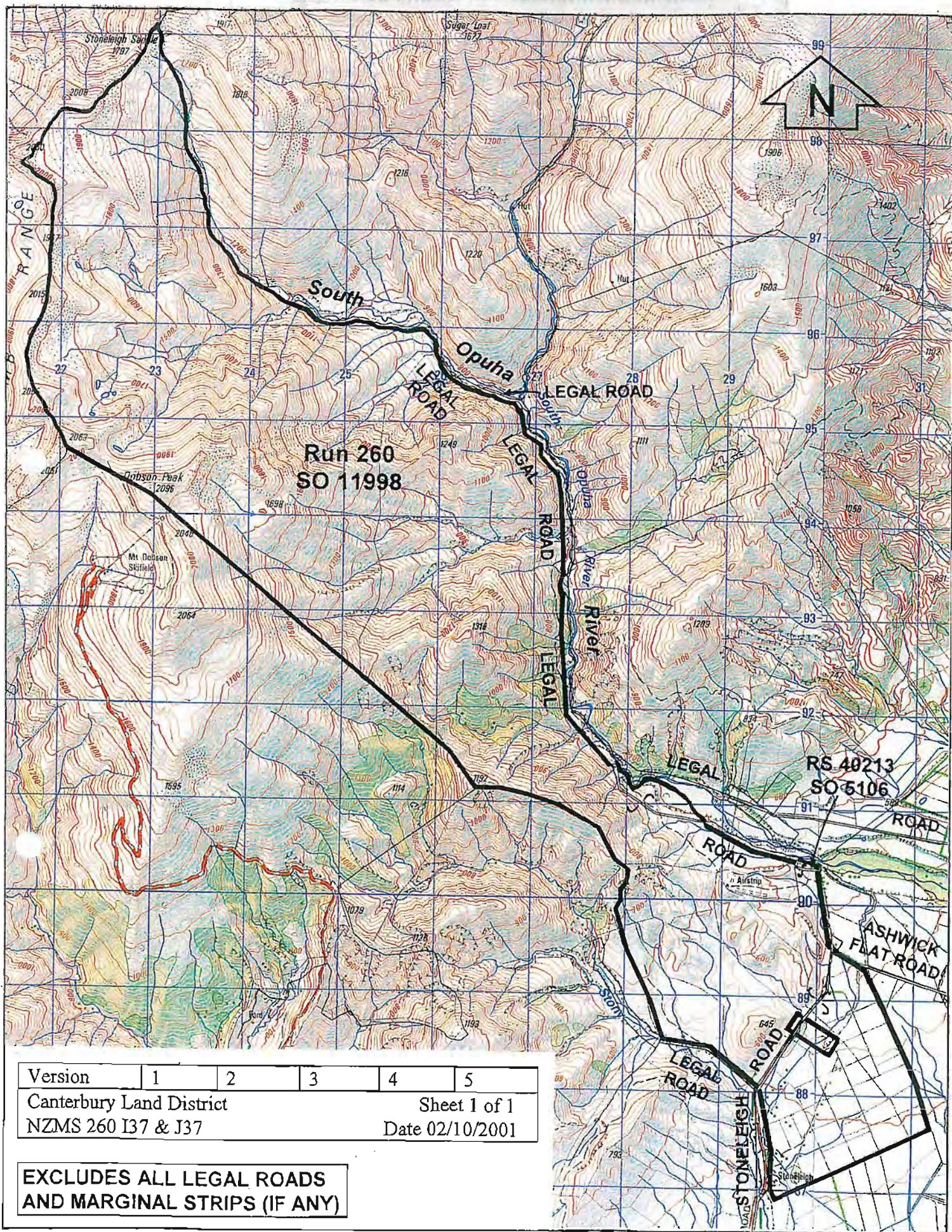
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STONELEIGH (Run 260 & RS 40213)

Scale 1:50000

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Version	1	2	3	4	5
Canterbury Land District			Sheet 1 of 1		
NZMS 260 I37 & J37			Date 02/10/2001		

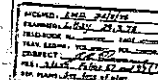
**EXCLUDES ALL LEGAL ROADS
AND MARGINAL STRIPS (IF ANY)**

STONELEIGH (Run 260 & RS 40213)

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"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

SURVEY PLANS



11998

AL-201

S.O. 5106

S.O. 5106

ASHWICK SETTLEMENT

SCALE OF CHAINS



Surveyed by A.J. Mountfort
JAN 1913

*Traverse of
the
Ashwick
Settlement
J. H. Smith*

VIII
S.G.R. 94

R.S. 36737

15^A
V
17^A

Now Pt. Run 260

6825 0.00

OPUHA S.D.

S. O. 11643

Now Pt. Run 259

5895 0.00

SHERWOOD
DOWNS SETTLEMENT

20^A
S. O. 4978

SOUTH OPUHA RIVER

IX

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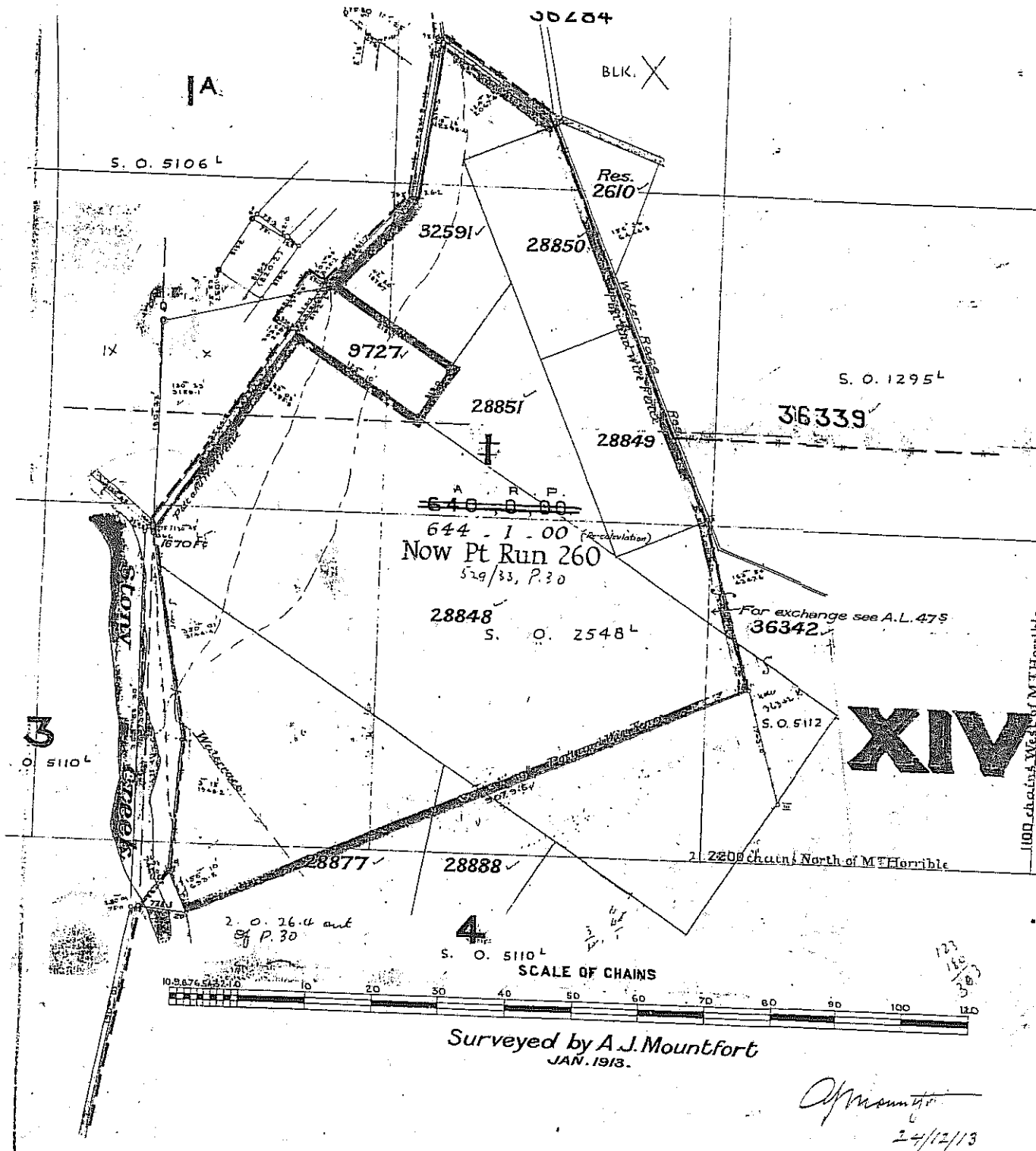
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DEEDS/TITLES/DOCUMENTS



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



Historical Search Copy


R.W. Muir
Registrar-General
of Land

Identifier CB529/33
Land Registration District Canterbury
Date Registered 13 October 1952 01:51 pm

Prior References
CB280/102

Type	Lease under s83 Land Act 1948	Term	33 years commencing on 1st July 1952 and extended for 33 years commencing on 1.7.1985
Area	3033.9661 hectares more or less		

Legal Description Run 260 and Rural Section 40213

Original Proprietors

Allan Montague Tiffen as to a 1/4 share
Annie Agnes Tiffen as to a 1/4 share
Brian Kevin Tiffen as to a 1/2 share

Interests

537119 Variation of the terms of the within Lease - 27.10.1960 at 9.28 am
792296 Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 7.4.1970 at 9.00 am
272973.1 Mortgage to The Rural Banking and Finance Corporation - 6.5.1980 at 10.28 am and varied 8.2.1983 at 11.22 am
272973.2 Mortgage to The Rural Banking and Finance Corporation - 6.5.1980 at 10.28 am
815431.1 Variation of terms of the within Lease and extension of term for 33 years commencing on 1.7.1985 - 12.7.1989 at 11.35 am
849585.1 Variation of terms of the within Lease - 19.1.1990 at 11.36 am

Not Registered under Land Transfer Act—Registered under Section 83, Land Act, 1948

(L and T.R.—4)

NEW ZEALAND

CANTERBURY

LAND DISTRICT



13

day of October

1957, at 1.51 p.m.

Assistant Land Registrar.

Canterbury

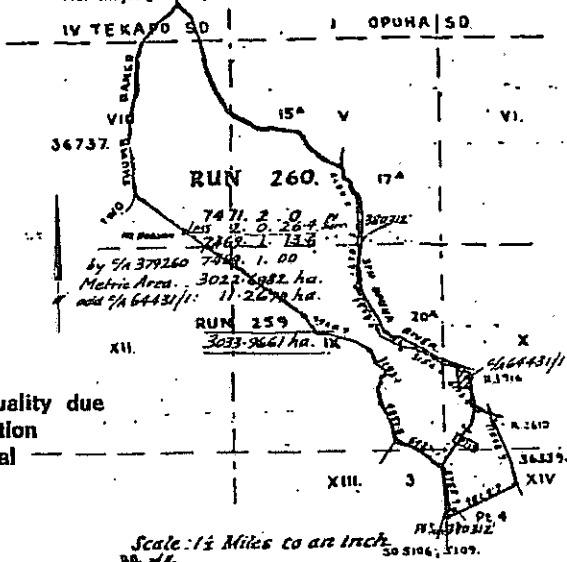
Pastoral Lease of Pastoral Land under the Land Act, 1948

No.

P.30

under a Removal of (in Exchange for) Lease
Registered in Vol. 280 folio 102 (Expired)
Part
Reference/ Vol. 280 folio 102 (Expired)

THIS DEED, made the first day of May, one thousand nine hundred and fifty-two, between Her Majesty the Queen (who, with her heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and **CHARLES LAWES MATHIAS**, of Pukekohe, in the Dominion of New Zealand, Sheepfarmer (who, with his executors, administrators, and permitted assigns, is hereinafter referred to as "the Lessee"), of the other part, WITNESSETH that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained or implied and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee All those pieces or parcels of land containing by admeasurement seven thousand four hundred and seventy-one (7471) acres, two (2) mounds and a little more or less, and being situated in the Land District of Canterbury, Run 260 "Stonleigh" situated in Tekapo and Opuha Survey Districts (Mackenzie 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 therein belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of thirty-three years, commencing on the first day of July, one thousand nine hundred and fifty-two, together with the period between the date of this lease and the aforesaid first day of July 1952

Yielding and paying therefor during the said term unto the Department of Lands and Survey at the Principal Land Office for the said Land District of Canterbury the clear annual rent of One hundred and sixty-five pounds (£165 0 0) payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term. And also paying in respect of the improvements specified in the Schedule hereto the sum of (£) (the receipt of which sum is hereby acknowledged) and thereafter by a deposit of (£) 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 or rent.

Image Quality due to Condition of Original

0 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 herebefore reserved at the times and in the manner herebefore named in this 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 a Commissioner) cut and trim all fire fences and hedges, clear and keep clear the said land of all noxious weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1928.
6. THAT the Lessee will keep the said land free from wild animals, rabbits, and other vermin, and generally comply with the provisions of the Rabbit Nuisance Act, 1923.
7. THAT the Lessee will clean and clear from weeds and keep open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert 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 ere 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 for 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 a 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 a fee) as the Commissioner thinks fit, fell, sell, or remove any timber, tree, or bush growing, standing, or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such timber, tree, or bush unless the Commissioner otherwise approves: Provided that the consent of the Commissioner as aforesaid shall not be necessary where any such timber or tree is required for any agricultural, pastoral, household, roadmaking, or building purposes 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 Noxious Weeds Act, 1928, burn any timber, wood, straw, or grass on the said land, nor permit any such burning, or grass on the said land to be burned, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such terms and conditions as the Commissioner may deem necessary.
12. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of ingress, egress, and regress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums, or other animals which the said Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers and employees in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.
13. THAT the Lessee shall exercise due care in stocking the said land and shall not overstock.

0 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, 1913) on or under the surface of the said land, and all such minerals are reserved to Her Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the said land or any adjacent land of the Crown, subject to the payment to the Lessee of compensation for all damage done to improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals: Provided that there shall be no right of way over, or right to work, extract, or remove any mineral from, any part of the said land which is for the time being under crop or used or situated within 50 yards of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any building, dwellinghouse, or other structure: 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 purposes 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 succeeding term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 66 (3) of the Land Act, 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.

52.9/33

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- (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 food 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 grain 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 so cleared in grain;
 - (v) Surface sow in grain any portion of the said land;
- Provided that the Lessee shall, on the termination of the lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clover and grasses to the satisfaction of the Commissioner.
- See below
- (6) THAT the Lessee shall maintain the said land and shall not encumber it, and for the purpose of this clause it is hereby mutually declared, and agreed between the Land Settlement Board and the Lessee that the number of stock to be depastured on the said land during the term of the lease shall not, without the prior consent of the Commissioner, exceed a basis of a count of one head of any one kind of stock to one acre of the said land.
- (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 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 accruing due or for any prior breach of any covenant or condition of the lease.
- (8) THAT these covenants are intended to take effect as a pastoral lease under the Land Act, 1948, and the provisions of the said Act and of the regulations made thereunder applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

SCHEDULE

IMPROVEMENTS BELONGING TO THE COMMONS AND HOMES PURCHASED BY THE LESSEE

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

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

Witness: J. E. Friel
Occupation: Lands Office Clerk
Address: Christchurch

[Signature]
Assistant Commissioner of Crown Lands

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

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

C. L. Martin
Lessee

- (f) 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 3740 (being an increase of ten per cent on the carrying capacity on which is based the rent herebefore reserved), but the Commissioner may by notice in writing permit the Lessee to depasture thereon any greater number should he deem it advisable or expedient so to do. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.

Transmission 754 958 of mortgage 537562
May Elizabeth Campbell, James Colquhoun
Kay and Thomas Darling as Executors—
20/12/1968 at 2.15 pm

30312 Laminated of finisher has as to last containing 200 26 to 28
(coloured yellow on plan section) entered 20 June 1953
at 3 pm

37250 Change of capital with a view to...
... 12 June 1953 at 1.15 pm

Variation 537119 of the lease of the within lease
entered 27/10/1968 at 9.20 am

Transfer 537561 Charles Lewis Mathias to A. G. Kerr Limited
having its registered office at St. Leonards Fairlie produced
2/11/1960 at 2.14 pm

Mortgage 537562 A. G. Kerr Limited to Portlough Campbell
produced 2/11/1960 at 2.15 pm

Variation of mortgage 537562 22.12.1965
at 2.40 pm

Mortgage 708078 to the State of New Zealand - 12.12.1971 at 10 am

No. 772296 Agreement pursuant to Section 30A
of the Soil Conservation and Rivers Control
Act 1961 - 7.4.1972 at 9 am

Mortgage 827093 to the State of New Zealand
Estate and Agency of New Zealand Limited
11.20

827094 Memorandum of mortgage making
mortgage No 827093 1st mortgage and
mortgage 708078 second mortgage—
5.4.1971 at 11.20

Variation of Mortgage 708078—
10.3.1972 at 11.42 am (with the
consent of the Charge Holder under
Charge 792296)

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.

[Signature] A.L.R.

OVER...

C.T.529/33

Mortgage 28806/1 to The Rural Banking and Finance Corporation of New Zealand - 26.3.1977 at 9.03 a.m.

Transfer 985105/1 of a one-quarter of his share Allan Montague Tiffen to Brian Kevin Tiffen of Fairlie, Farmer - 26.3.1992 at 2.20pm

No.28806/2 Memorandum of Priority making Mortgage 28806/1 third mortgage and Charge 792296 fourth charge - 18.3.1975 at 9.03 a.m.

Transfer 985105/2 of a one-quarter of her share Annie Agnes Tiffen to Brian Kevin Tiffen abovenamed - 26.3.1992 at 2.20pm

Mortgage 51190/1 to The Rural Banking and Finance Corporation of New Zealand - 17.3.1975 at 9.49 a.m.

No.64431/1 Certificate of Alteration incorporating herein Rural Section 40213 containing 11.2679 hectares - 24.12.1975 at 9.03 a.m.

Transfer 166243/5 to Allan Montague Tiffen of Waitohi, Farmer and Annie Agnes Tiffen his wife and Brian Kevin Tiffen of Albury, Shepherd as tenants in common in equal shares - 20.2.1978 at 9.13 a.m.

Mortgage 203157/1 to Allan George Tiffen of Kaitiaki - 20.11.1978 at 10.01 am.

Mortgage 272973/1 to The Rural Banking and Finance Corporation - 6.5.1980 at 10.28 a.m.

Mortgage 272973/2 to The Rural Banking and Finance Corporation - 6.5.1980 at 10.28 a.m.

Variation of Mortgage 272973/1 - 8.2.1983 at 11.22 a.m.

No.815431/1 Variation of terms of the within lease and extension of term for 33 years commencing on 1.7.1985 - 12.7.1989 at 11.35am

No.849585/1 Variation of the terms of the within Lease - 19.1.1990 at 11.36am

792296

Farm Plan Agreement

The within change holder hereby consents to
a variation of mortgage 208078
10.3.1970

[Signature]

AR

78806/2 Memorandum giving Mortgage No.
28806/1 priority over within Mortgage
produced 18.3.1970 at 9.02

[Signature]

Asst. Secy

Particulars entered in Register-book

Vol. 529 folio 33

7 APR 1970 at 9 am.



LAND & DEEDS
Nature: <i>Farm Plan Agreement</i>
From: <i>St. Paul's Church, Ltd. (D.R.)</i>
7 - APR 1970
Time: <i>9 am</i>
Foot: <i>2</i>
Abstract No. <i>2117</i>