

Crown Pastoral Land Tenure Review

Lease name: STONELEIGH

Lease number: PT 030

Due Diligence Report (including Status Report) - Part 2

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

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

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

July

09

THIS AGREEMENT made the

with the other as follows:

tenth

day of March

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BETVEEN 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 A.G. KERR LIMITED of "Stoneleigh," Fairlie (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 herete (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 Centrol Act 1941 to make certain grants by way of subsidy to the Owner in respect of the works

AND WHEREAS the parties herete 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 Ast 19AL

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 herete de hereby covenant and agree one

- 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 five 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 centained 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 Flan set out in the Second Schedule hereto and according to the Specifications therein in the proportions described in the aforementioned Conservation Flan.
- 3. UPCN 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 torm of this agreement which shall be

Sold.

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

6. IT is agreed by the parties herete 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 Beard, its Soil Conservators, Surveyers, Engineers, Employees, Werkmen, Agents, Servants and Invitees with or without horses, carts, meter 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 Flan.

O. 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 3CA of that Act shall apply to this Agreement.

204.

THE FIRST SCHEDULE

Run 260 "Stoneleigh" situated in Block VIII Tekapo S.D., and Blocks V, IX and XIII Opuha S.D. Area 7,469 acres 1 rood 13.6 perches. Registered in Volume 529 folio 33 (Part reference volume 280 folio 102) Canterbury Land District.

THE SECOND SCHEDULE

PART I

245	Chaine Carra	Est. Cost	Subsidy _Rate *
62 143 44	chains fence rehabilitation chains conservation fence chains " " chains cattle proofing internal	2,940	2:1
		992	2:3
		1,358	1:1
		220	2:3
1 120	chains cattle proofing boundary	560	2:3
160	acres oversowing and topdressing chains wind break planting Soil Conservation fee 8%	5,600	1:1
		2,720	1:1
		1,151	
		\$15,341	

* Subsidy payout is less oncost charged at $3\frac{1}{2}$ % of the total cost of the first \$6,000 of work

THE SECOND SCHEDULE

PART II

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

Major modifications are outlined briefly as follow:-

(a) Block A containing 3,562 acres more or less will not be grazed with sheep. Cattle may be grazed, the number to be agreed upon between the "farmer" and the Board.

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

I, A.G. KERR LIMITED, 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

A.G. KERR LIMITED as Owner in the presence of :

P.P. A.G. Kerr Ital O. y. Ken

A. M. Max Donald.

Soil Conservation

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

THE SOUTH CANTERBURY CATCHMENT BCARD.

And Jay 64)Members of the Board

34 Your 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.

Hotowe Secretary.

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Previous - Contents - Search Acts - List of Acts - Next

Reserves and other Lands Disposal and Public Bodies Empowering Act 1914 070 Commenced: 5 Nov 1914

72 Validating disposal of certain Crown land as part of Ashwick Settlement

- 72. Validating disposal of certain Crown land as part of Ashwick Settlement --- Whereas Rural Section No. 28848, Block XIV, Opuha Survey District, containing forty-eight acres, more or less (part of the Ashwick Settlement), in the Canterbury Land District, was acquired under the Land for Settlements Act, 1908: And whereas in order to preserve existing fencing boundaries an area of fourteen acres two roods eight perches, more or less, of the said section was in the disposition of the said Ashwick Settlement excluded therefrom, and an area of fourteen acres one rood three perches, more or less, part of Rural Section No. 36342, Block XIV, Opuha Survey District, was included therein: And whereas it is desired to validate the lease of Section No. 1, Ashwick Settlement, which includes the said area of fourteen acres one rood three perches, more or less, and to amend the lease in perpetuity No. 387 over Rural Section No. 36342, Block XIV, Opuha Survey District, by excluding the said area of fourteen acres one rood three perches, more or less, and including the said area of fourteen acres two roods eight perches, more or less: Be it therefore enacted as follows: ---
- (1.) The lease over Section No. 1, Ashwick Settlement, is hereby validated in respect of all the land expressed to be comprised therein. The District Land Registrar for the Canterbury Registration District is hereby authorized and directed to amend the lease of Rural Section No. 36342, Block XIV, Opuha Survey District, by excluding therefrom the area of fourteen acres one rood three perches hereinbefore referred to, and including therein the said area of fourteen acres two roods eight perches.
- (2.) The land to be included in the Ashwick Settlement is particularly described as follows:---
- All that area in the Canterbury Land District, containing by admeasurement fourteen acres one rood three perches, more or less, being part of Rural Section No. 36342, Block XIV, Opuha Survey District: bounded by a line commencing at the easternmost corner of Rural Section No. 28849; thence bearing 163deg. 0' 54", distance 1918.3 links; bearing 303deg. 10', distance 2280.1 links; bearing 66deg. 36', distance 1500 links, to be commencing-point: be all the aforesaid linkages more or less: as the same is delineated on the plan marked L. 19437, deposited in the Head Office, Department of Lands and Survey, at Wellington, and thereon coloured y llow.
- (3.) The land to be added to lease in perpetuity No. 387 is particularly described as follows:---
- All that area in the Canterbury Land District, containing by admeasurement fourteen acres two roods eight perches, more or less, being part of Rural Section No. 28848, Block XIV, Opuha Survey District: bounded by a line commencing at the easternmost corner of Rural Section No. 28848; thence bearing 213deg. 10', distance 1583 links; bearing 343deg. 54', distance 2425.8 links; bearing 123deg. 10', distance 1838.2 links, to the commencing-point: be all the aforesaid linkages more or less: as the same is delineated on the plan marked L. 19437, deposited in the Head Office, Department of Lands and Survey, at Wellington, and thereon coloured blue.

AMENDED: See Act, 1909, No. 18 29 21.

FURTHER AMENDED: See Act, 1912, No. 3 /

FURTHER AMENDED: Cae Act, 1918, No. . . .

FURTHER AMENDED: See Act, 1914, No.

FURTHER AMENDED: See Act, 1919, No.

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REPEALED: See Act, 1925 No. 15





LAND FORSETTLEMENTS.

1908, No. 97.

An Acr to consolidate certain Enactments of the General Assembly relating to the Acquisition of Private Lands for Purposes of Settlement.

BE IT ENACTED by the General Assembly of New Zealand in Parliament assembled, and by the authority of the same, as follows:-

1. (1.) The Short Title of this Act is "The Land for Settlements

Act, 1908."

(2.) This Act is a consolidation of the enactments mentioned in the Schedule hereto, and with respect to those enactments (but without affecting the specific savings elsewhere contained in this Act) the follow-

ing provisions shall apply:-

(a.) All Proclamations, Orders in Council, orders, regulations, warrants, securities, offices, appointments, requisitions, notifications, records, instruments, and generally all acts of authority which originated under any of the said enactments or any enactment thereby repealed, and are subsisting or in force on the coming into operation of this Act, shall enure for the purposes of this Act as fully and effectually as if they had originated under the corresponding provisions of this Act, and accordingly shall, where necessary, be deemed to have so originated:

(b.) Except where otherwise provided by this Act, all leases in perpetuity of settlement lands shall operate and be con-

strued as if this Act had not been passed.

(c.) All renewable leases of settlement lands granted before the coming into operation of this Act shall be deemed to have been granted under this Act.

' (d.) All matters and proceedings commenced under any such enactment, and pending or in progress on the toming into operation of this Act, may be continued, completed, and enforced under this Act.

Short Title.

Enactments consolidated.

Savings.

- (a.) At all meetings of the Board three members shall form a quorum.
- (b.) The Land Purchase Inspector shall be the Chairman of the Board, and shall preside at all meetings:

Provided that in the case of his absence from any meeting the members present may appoint one of their number to act at that meeting as Chairman in his stead.

(c.) Subject to the provisions of this Act and the regulations thereunder, the Board may regulate its own procedure.

ACQUISITION OF LAND.

What Land may be acquired, and to what Extent.

6. Private land may, in the manner and subject to the provisions Purposes for which hereinafter contained, be acquired on behalf of His Majesty under this private land may Act for any of the following purposes, that is to say :-

(a.) Providing land for settlement; or

(b.) Providing land as sites for homesteads for neighbouring pastoral Crown land; or

(c.) Providing low-lying and necessary for the working of neighbouring pastoral Crown land; or

(d.) Exchanging high land suitable only for pastoral purposes for low-lying or agricultural land suitable for settlement; or

(e.) Providing land by purchase or exchange, but not by compulsory taking, in order to consolidate any estate acquired under this Act, or to readjust its boundaries.

7. For the purposes of this Act the Minister may from time to time direct the Board to negotiate with any owner of private land for the Board to negotiate with any owner. purchase or exchange thereof at such price or for so much equivalent Ibid, sec. 7 land as may be agreed upon between the owner and the Board.

8. The total amount of all sums expended and liabilities incurred Amount which may for the acquisition of land in any one financial year shall not exceed be expended in the total amount which may be raised in that year under the provisions Thid, sec. 8

of section thirty-nine hereof, together with the balance for the time being unexpended in the hereinafter-mentioned Land for Settlements Account.

9. It shall be the duty of the Board to ascertain, by the valuation Board to ascertain of one or more competent valuers and by such other means as it thinks value and report to fit, the value of any private land proposed to be acquired under this Ibid, sec. 9 Act, and to report to the Minister as to its character and suitableness for settlement, and the demand for land for settlement in the locality where it is proposed to acquire the same.

10. In any case where land is taken or acquired under the pro- Minister to make visions of this Act the Minister shall offer such sum as he thinks fit, offer for land and if such offer is not accepted by the owner, then the compensation 1896, No. 44, sec. 12 payable shall be ascertained by the Court in the manner prescribed 1904, No. 55, sec. 4 by this Act.

11. (1.) Upon the written recommendation by the Board that any Opon recommendaprivate land is suitable and should be acquired for any of the purposes tion of Board of this Act, the Governor, with the advice and consent of the Executive acquire land Council, may conclude the acquisition thereof by purchase or exchange 1900, No. 52, sec. 10

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REFER TO Act, 1918 No.

1900, No. 52, sec. 6

Voluntary Acquisition



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ANALYSIS

Title.

Short Title. ate housing land may be declared to be Grown land or 2. State set apart as reserves.

3. Cancellation of instruments of

4. Pipe line easements.
5. Provisional description of boundaries in leases and licences.

6. Lessee or licensee under pastoral lease or licence entitled to compensation for value unexpired term when land resumed

1954, No. 37

An Act to amend the Land Act 1948.

[28 September 1954

BE IT ENACTED by the General Assembly of New Zealand in Parliament assembled, and by the authority of the same, as follows:

1. This Act may be cited as the Land Amendment Short Title. Act 1954, and shall be read together with and deemed part of the Land Act 1948 (hereinafter referred to as 1948, No. 64 the principal Act).

2. (1) The principal Act is hereby amended by inserting, after section forty-one, the following section:

"41A. The Minister of Works may from time to time, by notice in the Gazette, declare any land set apart for the purposes of Part I of the Housing Act 1919 to be See Reprint Crown land subject to this Act as from a date to be of Statutes, Vol. III, p. 798 specified in the notice, which date may be the date of the notice or any date before or after the date of the notice, and as from the date so specified the land shall be deemed to be Crown land subject to this Act."

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Land Amendment

1954

1953, No. 67

(2) Section one hundred and sixty-seven of the principal Act is hereby amended by inserting, after subsection one (as substituted by subsection one of section eleven of the Land Amendment Act 1953), the following subsection:

See Reprint of Statutes, Vol. III, p. 798

"(1A) On the recommendation of the Minister of Works, any land set apart for the purposes of Part I of the Housing Act 1919 may be set apart as a reserve under subsection one of this section as if it were Crown land subject to this Act."

(3) The following enactments are hereby repealed,

namely:

(a) Subsection two of section nine of the Housing Act 1919:

1940, No. 14

(b) Section eight of the Housing Amendment Act 1940.

(4) This section shall be deemed to have come into force on the first day of April, nineteen hundred and fifty-four.

Cancellation of instruments of 1950, No. 96

See Reprint

of Statutes,

Vol. VI, p. 362

3. (1) The principal Act is hereby amended by repealing section forty-two (as amended by subsection two of section two of the Land Amendment Act 1950), and substituting the following section:

"42. (1) Where-

"(a) Any private land purchased or acquired by the

Board under this Act; or

"(b) Any land acquired by the Crown under section nineteen or section twenty of the Maori Townships Act 1910 or the corresponding provisions of any former Maori Townships Act (whether before or after the commencement of this Act); or

"(c) Any land declared to be Crown land under

section forty-one a of this Act; or

"(d) Any land set apart as a reserve under subsection one a of section one hundred and sixty-seven of this Act-

1952, No. 52

comprises the whole of the land for which any instrument of title has been issued under the Land Transfer Act 1952, the instrument of title shall be cancelled.

"(2) Where before the commencement of this Act any private land or Maori land has been purchased or acquired by the Crown for the purposes of any former

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f this Act rchased or ny former Land Act and is subject to the Land Transfer Act 1952 1952, No. 52 or to the Deeds Registration Act 1908,-

- "(a) In the case of land that is, or was at the date Vol. VII, of the purchase or acquisition, subject to the Land Transfer Act 1952 or any former Land Transfer Act the District Land Registrar shall, on the written request of the Commissioner and on the surrender to the Registrar of any outstanding instrument of title in the name of the Crown, cancel the instrument of title:
- "(b) In the case of land that is, or was at the date of the purchase or acquisition, subject to the Deeds Registration Act 1908 the Registrar of Deeds shall, on the written request of the Commissioner and on the surrender to the Registrar of the instrument of title by which the land was vested in the Crown and any earlier instruments of title affecting that land, cancel the instruments of title and the relative entries in the index book.
- "(3) Where any such land comprises part of the land for which any instrument of title has been issued, the instrument of title shall be cancelled so far as it relates to that part of the land. The District Land Registrar shall retain the partially cancelled instrument, and when required by the person entitled thereto shall issue to that person, without payment of any fee, a certificate of title for the balance of the land included in the partially cancelled instrument.
- "(4) Notwithstanding anything in the foregoing provisions of this section, where the land is subject to a lease current at the date of the purchase or acquisition or declaration as Crown land or setting apart as a reserve, as the case may be, or at the commencement of this section, whichever is the later, the certificate of title shall enure in the name of Her Majesty the Queen until the expiry or sooner determination of the lease, and shall then be cancelled or partially cancelled, as the case may
- "(5) No such cancellation shall in any way affect the rights of any person entitled to any registered easement not acquired by the Crown."

(2) Section two of the Land Amendment Act 1950 is hereby consequentially amended by repealing subsection two.

Pipe line easements.

4. The principal Act (as amended by section eight of the Land Amendment Act 1950) is hereby further amended by inserting, after section sixty A, the following section:

"60B. (1) Where any easement granting or reserving a right to construct any pipe line over or through any land has been granted or reserved under section sixty of this Act and the Board is of the opinion that it is not practicable to show the true course of the pipe line, the position thereof shall be indicated as nearly as possible in the instrument granting or reserving the easement, and, until the contrary is proved, shall be deemed to be the true course.

No. 37

"(2) Where it is subsequently ascertained that any pipe line the subject of the easement which was on the land at the time of the grant or reservation was not at that time on the line or lines so indicated, the grant or reservation shall apply with respect to the correct line upon which it is so ascertained that the pipe line was constructed, as if the correct line had been indicated in the instrument granting or reserving the easement, and all persons affected by the grant or reservation shall have the same rights, powers, and remedies and be subject to the same obligations as if the pipe line had been correctly indicated in the instrument granting or reserving the easement.

1952, No. 52

"(3) No action shall lie against the Crown under Part XI of the Land Transfer Act 1952 by reason of the fact that any pipe line in existence on the land at the time of the grant or reservation, if registered under that Act, was not on the line or lines indicated in the instrument making the grant or reservation.

"(4) In this section the term 'pipe line' means any pipes or system of pipes for the supply of water or for the disposal of storm water or sewage; and includes any septic tank, any drain, any well, and any water bore."

5. Section eighty-two of the principal Act is hereby amended by inserting, after subsection one, the following subsections:

"(1A) Where the land comprised in any such lease or licence is not properly defined by survey or for any other reason cannot be fully described, the District Land

Provisional description of boundaries in leases and licences.

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Milton of Ashvick Station, Gentlemen.

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