

## **Crown Pastoral Land Tenure Review**

**Lease name : TE AKATARAWA**

**Lease number : PT 023**

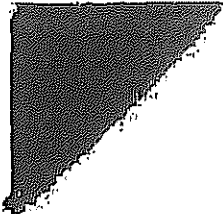
### **Due Diligence Report (including Status Report) - Part 4**

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

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

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

**July 09**



CANTERBURY REGIONAL COUNCIL

RABBIT & LAND MANAGEMENT PROGRAMME

RABBIT & LAND MANAGEMENT PROPERTY PLAN

TE AKATARAWA

KUROW

*E. Jane Graham*

*910*

Signed by the said ~~FREDERICK~~ **FREDERICK IVON GRAHAM** in the presence of:

F. Ivon Graham

6 Fitzroy

Kurou

D. Ensie

Witness

Signed by the said **ELIZABETH JANE GRAHAM** in the presence of:

E. Jane Graham

6 Fitzroy st

Kurou

D. Ensie

Witness

Signed by the said **LESLIE ARTHUR GREEN** in the presence of:

Leslie Arthur Green

C. C. Law

Law Clerk to Cook

Allan Gibson Director

Witness

Signed by the said **COLIN JOHN DOHERTY** in the presence of:

Colin John Doherty

C. C. Law

by his attorney

Law Clerk to Cook

R. J. Mansbury

Allan Gibson Director

Witness

Plan and to provide grants in respect of such works and measures shall cease. Any such cessation shall not be construed as modifying any other provision of this agreement.

18. ALL disputes and differences between the parties shall be submitted to the arbitration of a single arbitrator if one can be agreed upon or to two arbitrators (one appointed by each party) and their umpire (appointed by the arbitrators prior to their arbitration) such arbitration to be carried out in accordance with the provisions of the Arbitration Act 1908 or any then statutory provisions relating to arbitration. This clause shall not relate to the funding of the works or funding of the measures provided for in the Plan.

19. THE liability of Leslie Arthur Green and Colin John Doherty hereunder shall be limited to the assets which are for the time being in the hands or under the control of the trustees of the F I Graham Family Trust constituted by a deed of settlement dated 30 June 1980 made between Doreen Olive Graham as settler and them and the said Elizabeth Jane Graham as trustees.

20. THE Landholder covenants with the Council that this agreement binds the Landholder and successors in title to the land. The Landholder covenants with the Council to perform and observe the terms and conditions upon which the Council makes grants in terms of this agreement and agrees that the Council may present this agreement for registration against the relevant land transfer documents relating to the land in the Land Registry to which the documents relate.

21. If the landholder should sell all or part of the parcels of land held in freehold title (comprising 407,1910 ha) and it is used by different people, in a completely different management system from the major \*

IN WITNESS WHEREOF these presents have been executed the day and year first hereinbefore written.

THE COMMON SEAL of THE  
CANTERBURY REGIONAL COUNCIL

was hereto affixed in the presence of



*[Handwritten signature]*

\* part of the property, the Council will apportion the liability under this agreement to the separated property in approximate proportion to the input of public funds.

populations and the condition... enable the Council to evaluate the effectiveness of the Plan.

15. IF at any time during the term... shall fail to carry out faithfully the provisions of the Plan or to observe and fulfil the provisions of this agreement and such failure shall continue for... fourteen (14) days after written notice has been posted by the Council to... requiring the Landholder to remedy any such failure, or longer period as... determined in the notice having regard to the nature of the work required to... failure, then the Landholder shall upon demand made by the Council... Council in full all grants provided by the Council in respect of the works... under this agreement or such lesser amount as the Council may determine... to the nature and effect of the breach together with any amount debited... to the Landholder to the Council. Should the Landholder be dissatisfied with... Council's determination that there has been a breach of this agreement by the... or the amount demanded by the Council then the Landholder may within... days of receiving from the Council notice of the breach or demand for payment... notice to the Council refer the matter for determination by arbitration. Should the Landholder fail to make such payment the Council may take such action to... grants made as it shall consider necessary.

16. THE Plan and this agreement may be amended only by agreement in writing between the parties.

17. THE Landholder acknowledges that the grants provided for in the Plan in each year during the period referred to in Clause 3 hereof are to be funded in part by general rates to be levied by the Council on all rateable property in the Canterbury Region and as to the remainder by contributions to be made to the Council by the Crown pursuant to an agreement dated the 12th day of June 1991 out of moneys appropriated by Parliament for the purpose and IT IS HEREBY AGREED AND DECLARED that if in any year during the period referred to in Clause 3 hereof the Crown should fail to make to the Council full payment of the contribution by the Crown in respect of such grants and should the Council not be willing to make up the deficiency in the contribution of the Crown then the Council shall forthwith give to the Landholder notice thereof in writing and as soon as practicable thereafter the Council and the Landholder shall review the Plan and the funding of the works and measures therein contained. In the absence of agreement between the Council and the Landholder as to any modification of the Plan and the funding of the uncompleted works and measures the respective obligations of the parties hereunder to carry out the uncompleted works and measures described in the

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9. NOTWITHSTANDING the provisions of paragraph (a) of Clause 6 hereof any debit balance which may exist in the property account as at the 30th day of June 1991 shall be payable by the Landholder to the Council in two equal instalments on the 30th day of June 1992 and the 30th day of June 1993 and the payments thereof by the Landholder shall be credited to the property account.
10. NOTWITHSTANDING the provisions of paragraph (a) of Clause 6 hereof the Council may upon application made by the Landholder agree to defer payment by the Landholder in respect of any debit balance existing in the property account on the grounds that the making of any such payment would cause undue hardship to the Landholder and any such agreement by the Council may be given on such conditions as to alternative payment terms and other matters as the Council may deem appropriate.
11. DURING the term of this agreement the Landholder shall not without the prior written consent of the Council cut down remove mutilate damage or destroy any trees planted as part of the works referred to in the Plan and the Landholder shall use all reasonable means to preserve and protect such trees so planted **PROVIDED THAT** the trimming of lateral branches may be carried out without consent.
12. THE Landholder shall at all times during the term hereof keep and maintain the works referred to in the Plan at the Landholder's own cost and expense unless the Council and the Landholder agree in writing that it is unreasonable to do so.
13. THE Council by its members employees agents servants and contractors and their respective assistants may with the prior permission of the Landholder (such permission not to be unreasonably withheld) enter onto the land for the purpose of inspecting the land or any of the works or measures referred to in the Plan or to monitor pest populations or the condition of the land and in connection with such monitoring to take all samples of the soil and vegetation and pests that the Council may require and such persons may bring with them onto the land all vehicles machinery implements and things as the Council may deem necessary for such purposes **AND IT IS HEREBY FURTHER AGREED THAT** the foregoing provisions shall also apply to officers of the Ministry of Agriculture and Fisheries on official duties for the purposes of inspection and monitoring as aforesaid. For the purpose of facilitating if necessary the power of entry given to officers of the Ministry of Agriculture and Fisheries those officers shall be deemed to be agents of the Council.
14. THE Landholder shall when required by the Council supply to the Council all information and data necessary to assist the Council in its monitoring of pest

cost of such work. Any difference between the cost of such work and the reimbursement therefor shall be subject to the provisions of paragraph (b) of this Clause 6.

(b) Secondary Pest Control or Land Management Works:

Where any such work comprises secondary pest control or land management works:

- (i) The Landholder shall carry out the work at the cost and expense of the Landholder and when the work qualifying for a grant is completed the Landholder shall notify the Council in writing accordingly.
- (ii) The Landholder shall supply to the Council such vouchers and other information relating to the completed work as the Council may require.
- (iii) Within a period of ten (10) working days following the receipt by the Council of notice of completion of the work the Council shall inspect the work to satisfy itself that the same has been completed in accordance with the Plan and within a period of ten (10) working days thereafter and subject to the Council being satisfied that the costs thereof have been incurred by the Landholder and that such are costs properly incurred in respect of the completed work the Council shall pay to the Landholder the grant in respect of the completed work.
- (iv) Should the Council not be satisfied as to some aspect of the work or the costs thereof the Council shall forthwith notify the Landholder of the further action required of the Landholder in order to satisfy the Council and upon such action being taken by the Landholder and the Landholder having notified the Council thereof the Council shall within a period of ten (10) working days thereafter pay to the Landholder the grant in respect of the completed work subject to the Council having confirmed for itself that the grant for the completed work may properly be paid.

7. NOTHING shall be chargeable to the property account other than as expressly provided for in this agreement.

8. THE Landholder acknowledges that the balance of the property account as at the 30th day of June 1991 is a debit of \$2,840 and the Landholder confirms such balance as true and correct.

(iii) The Council shall cause the work to be carried out at its own cost and expense and upon the due completion thereof the Council shall debit to the property account the Landholder's share of the cost of the work.

(iv) Upon the due completion of the work in accordance with the Plan the Council shall supply to the Landholder a statement of the transactions in the property account and the balance of the property account shall be dealt with in the following manner:

(1) if it is a debit balance

such balance shall be payable by the Landholder to the Council not later than the 20th day of the month following the date of the statement of transactions and upon such payment being made to it the Council shall credit such payment to the property account.

(2) if it is a credit balance and to the extent that it shall be attributable to a payment by the Landholder of a contribution pursuant to paragraph (a)(ii) of this Clause 6 and result from an over-estimation by the Council of the cost of the work

such balance shall be payable forthwith by the Council to the Landholder and upon such payment being made to the Landholder the Council shall debit such payment to the property account.

(3) if it is a credit balance but not subject to paragraph (a)(iv)(2) of this Clause 6

such balance shall be retained in the property account and shall be applied in reducing the amount of any future contribution to be made by the Landholder pursuant to paragraph (a)(ii) of this Clause 6 or in accordance with any agreement made between the Council and the Landholder in respect of any of the works referred to in paragraph (b) of this Clause 6 (and to the extent that the Landholder's share of the cost of such work does not exceed such credit balance) by the Council reimbursing the Landholder in full for the cost of carrying out such work and by debiting to the property account the Landholder's share of the

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the land as to enable such works terms and conditions to be carried out during such period.

4. SHOULD any of the works described in the plan and intended to attract a grant not be completed by the 30th day of June 1995 then in the absence of express written agreement of the parties to the contrary the respective obligations of the parties to carry out such work and to pay a grant in respect of such work shall cease at that date.
5. THE Council shall set up and operate and control an internal ledger account within the administration and accounting operations of the Council (hereinafter called "the property account") in which all payments between the parties in respect of the works referred to in paragraph (a) of Clause 6 hereof shall be recorded.
6. THE responsibilities of the parties to carry out the works referred to in Clause 3 hereof and terms and conditions relating to the respective works shall be as follows:
- (a) Primary Poisoning Operation (including Followup):  
Where any such work comprises a primary poisoning operation (including followup):
- (i) Prior to carrying out the work the Council shall supply to the Landholder a detailed written estimate of the cost of the work and the Council shall also supply to the Landholder such other information as the Council shall deem appropriate to demonstrate to the Landholder that such estimate is reasonable.
- (ii) Unless there shall then exist in the property account a credit balance of an amount at least equal to one half of the Landholder's share of the estimated cost of the work the Council may by written notice given to the Landholder immediately prior to the carrying out of the work require that the Landholder pay to the Council as a contribution to the cost of the work one half of the Landholder's share of the estimated cost of the work the amount of such contribution to be reduced by the amount of any credit balance then existing in the property account. The Landholder shall forthwith pay to the Council the amount so required by the Council and the Council shall credit to the property account the amount so paid by the Landholder.

25

208

Mortgages 552752/5 &

61.1123 Rural Sections 34977,

Fee simple

REGISTER FOLIO  
(and lease or  
licence number  
where applicable)

LOT AND DEPOSITED PLAN  
AREA (ha)  
(or other sufficient  
description where land  
not described in terms  
of complete lots on a  
deposited plan)

### LAND IMPROVEMENT AGREEMENT

(under Sections 30(3) and 30A of the Soil Conservation and Rivers Control Act 1941)

AGREEMENT made the 5<sup>th</sup> day of August 1992, BETWEEN THE CANTERBURY REGIONAL COUNCIL, duly constituted under the Local Government Act 1974 (hereinafter called "the Council") of the one part AND <sup>FREDERICK</sup> ~~FREDRICK~~ IVON GRAHAM of Te Akatarawa, Farmer, ELIZABETH JANE GRAHAM of Te Akatarawa, Farmer, LESLIE ARTHUR GREEN of Dunedin, Chartered Accountant and COLIN JOHN DOHERTY of Outram, Solicitor (hereinafter called "the Landholder") of the other part

#### WHEREAS

1. THE Landholder is the owner/lessee of the land described in paragraph 4 of the Rabbit and Land Management Property Plan attached hereto (hereinafter called "the land" and "the Plan" respectively).
2. THE Landholder and the Council have agreed that certain works and land management practices should be carried out on the land for the purpose of eradicating or controlling rabbits and for the conservation and protection of the soil on the land.
3. THE Council has agreed to make certain grants to the Landholder in respect of such works and land management practices.

NOW THEREFORE in consideration of the premises the parties hereto **HEREBY AGREE AND DECLARE** as follows:

1. THE term of this agreement shall be twenty (20) years commencing on the 1st day of April 1990.
2. THIS agreement shall be read with and shall incorporate the Plan and all works terms and conditions referred to in this agreement shall be those described in the Plan.
3. THE parties hereto will during the period from the 1st day of April 1990 until the 30th day of June 1995 carry out the works terms and conditions of the Plan in accordance with the Plan and the programme therein set forth and the Landholder will so manage

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

(under Sections 30(3) and 30A of the Soil Conservation and Districts Act 1947)

## LAND IMPROVEMENT AGREEMENT

AREA (ha)	LOT AND DEPOSITED PLAN (or other sufficient description where land not described in terms of complete lots on a deposited plan)	ENCUMBRANCES	(and lease or licence number where applicable)	
			REGISTER	FOLIO
<b>Fee simple</b>				
61.1123	Rural Sections 34977, 34978, 34979, 34980, 34981 & 34982, part Rural Section 34983, Blocks XIV & XV Hewlings Survey District, Block II Gibson Survey District	Mortgages 552752/5 & 961117/2	20B	25
48.5622	Rural Sections 34962 & 34963, Block XIV Hewlings Survey District	Mortgages as above	20B	26
35.1266	Rural Sections 34967, 34968 & 34969, Block II Gibson Survey District	Mortgages as above	20B	27
8.1225	Part Rural Section 14456, Block II Gibson Survey District	Mortgages as above	20B	28
12.9499	Rural Sections 34956 & 34957, Block XIV Hewlings Survey District	Mortgages as above	20B	29
19.2451	Rural Sections 34964, 34965 & 34966, Block II Gibson Survey District, Block XIV Hewlings Survey District	Mortgages as above	20B	30
160.9644	Rural Sections 29965 & 29967, part Rural Sections 29964 & 29966, Block II Gibson Survey District	Mortgages as above	20B	31
61.3098	Rural Sections 34946, 34954 & 34955, Blocks XIV & XV Hewlings Survey District	Mortgages as above	399	217
<b>Leasehold</b>				
11190.0000	Run 67 (Te Akatarawa) & Rural Sections 39703, 39704, 39705 & 39706, Hewlings & Gibson Survey Districts	Mortgages as above	529	23 (Lease P23)

LAND IMPROVEMENT AGREEMENT  
APPLICATION FOR REGISTRATION

TO: The District Land Registrar  
CANTERBURY REGISTRY

I, GEOFFREY THOMAS RIDLEY, Manager Finance and Corporate Services of The Canterbury Regional Council, HEREBY CERTIFY that the within is a true duplicate of a Land Improvement Agreement affecting an estate in fee simple / of leasehold in the land described in the Schedule on the reverse hereof SUBJECT to the encumbrances therein set out of which FREDERICK IVON GRAHAM and ELIZABETH JANE GRAHAM, both of Te Akatarawa, Farmers, and LESLIE ARTHUR GREEN of Dunedin, Chartered Accountant, and COLIN JOHN DOHERTY of Outram, Solicitor are registered as proprietors AND I HEREBY APPLY to have the said Agreement registered against the said land pursuant to Section 30A of the Soil Conservation and Rivers Control Act 1941. I FURTHER CERTIFY that the Agreement is one that may be registered against the land under Section 30A of the Soil Conservation and Rivers Control Act 1941.

DATED at Christchurch this 5<sup>th</sup> day of AUGUST 1992



Manager Finance and Corporate Services of  
The Canterbury Regional Council

710312

PROCLAMATION  
Particulars entered in Register-books

Vol. 73 folio 84  
73 1  
529 23



day MAY 1967 at 1.30pm  
Asst. Land Registrar,  
CANTERBURY

Notice sent 31/5/1967 to:  
Mr W. J. WHATAN, KUROW,  
(for C.B.T. 73/84, 73/1 and 529/23)

*Gazette Notice 730658 declaring the land in the second schedule herein to be set apart for the development of water power (Aurumore power project) from 5/2/1968 - 15/2/1968 at 9a*

CT 73/1 noted 8.3.1968  
CT 73/84 noted 8.3.1968  
CT 529/23 noted 8.3.1968  
ALL

Notice 739140 declaring <sup>29963, 29964</sup> the road adjoining R.Ss 14675, 29966 & 29968 herein as closed and to be held for the development of water power (Aurumore Power Project) in addition to the land described in the first schedule herein - 14/6/1968 at 9.2am

LAND & DEEDS	
Nature:	<i>Notice Pro</i>
From:	<i>Ment</i>
	8 MAY 1967
To:	9.30
Fee:	
Abstract:	2993

(B)

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

Extract from N.Z. Gazette, 20 April 1967, No. 25, page 701

Land, and Leasehold Estates in Land, Taken for the Development of Water Power in Blocks I and II, Gibson Survey District, and Block XIII, Hewlings Survey District

BERNARD FERGOUSON, Governor-General  
A PROCLAMATION

PURSUANT to the Public Works Act 1928, I, Brigadier Sir Bernard Edward Ferguson, the Governor-General of New Zealand, hereby proclaim and declare that the land described in the First Schedule hereto, and the leasehold estate in land described in the Second Schedule hereto, held from Her Majesty the Queen by William James Whalatu, under, and by virtue of, pastoral lease recorded in Volume 529, folio 23, Canterbury Land Registry, are hereby taken for the development of water power (Aviemore Power Project).

FIRST SCHEDULE

CANTERBURY LAND DISTRICT

ALL those pieces of land, situated in Canterbury R.D., described as follows:

A. R. P.	Being
10 3 36.7	Part R.S. 29964; coloured yellow on plan M.O.W. 20737 (S.O. 10615).
42 1 7	Part R.S. 29963; coloured yellow on plan M.O.W. 20737 (S.O. 10615).
94 1 6	Part R.S. 29966; coloured yellow on plan M.O.W. 20737 (S.O. 10615).
19 3 0	R.S. 29968; coloured yellow on plan M.O.W. 20737 (S.O. 10615).
2 1 0	Part R.S. 14675; coloured yellow on plan M.O.W. 20737 (S.O. 10615).
17 3 4	Part R.S. 14675; coloured yellow on plan M.O.W. 20737 (S.O. 10615).

All situated in Block II, Gibson Survey District.

SECOND SCHEDULE

CANTERBURY LAND DISTRICT

ALL those pieces of land, situated in Canterbury R.D., described as follows:

A. R. P.	Being
37 0 0	Part Run 67, Blocks I and II, Gibson Survey District; coloured yellow on plan M.O.W. 20739 (S.O. 10616).
50 1 30	Part Run 67, Block I, Gibson Survey District; coloured yellow on plan M.O.W. 20738 (S.O. 10616).
17 0 20	Part Run 67, Block I, Gibson Survey District; coloured yellow on plan M.O.W. 20738 (S.O. 10616).
139 1 0	Part Run 67, Block XIII, Hewlings Survey District, and Block I, Gibson Survey District; coloured yellow on plan M.O.W. 20739 (S.O. 10627).

As the same are more particularly delineated on the plans marked and coloured as above mentioned, and deposited in the office of the Minister of Works at Wellington.

Given under the hand of His Excellency the Governor-General, and issued under the Seal of New Zealand, this 24th day of March 1967.

[L.S.] PERCY B. ALLEN, Minister of Works.

GOD SAVE THE QUEEN!

(P.W. 92/12/46/6; D.O. 92/12/73/6/11)

E. B. O'Keefe, Government Printer, Wellington, New Zealand

*Affects*  
*PA 67 73/84*

*PA 67 73/11*  
*Taken by P.W.*

*H.L. 2. 59/23*

*No record maps for Gibson S.D.  
& Hewlings S.D.*

*Please endorse titles*

*188*  
*11/5/67.*

*Req. Copies encl. 88. 17. 5.67*  
*on copy 22/23 Encl 24. 8.3.68.*  
*on copy 72/66 Encl 24 & 3.68.*

710313

PROCLAMATION

not entered in Register-books

Vol 73 folio 84  
71 folio 300  
~~529~~ 23

the 8 day MAY 1967 at 1.30pm



Asst. Land Registrar  
CANTERBURY

CT 73/84 noted 8.3.1968

CT 529/23 noted 8.3.1968 *ALL*

Notice 755051 declaring the land described in the second schedule herein to be set apart for road. 23/12/1968 at 11 a.m.

*ALL*

LAND & DEEDS
Notice Proc
Mout
8 MAY 1967
180.
2593

(P)

Extract from N.Z. Gazette, 20 April 1967, No. 25, page 702

Land and Leasehold Estate in Land Taken for Road and for the Purposes of a Road in Blocks I and II, Gibson Survey District, and Block XIII, Hawlings Survey District

BERNARD FERGUSSON, Governor-General: A PROCLAMATION

PURSUANT to the Public Works Act 1928, I, Brigadier Sir Bernard Edward Fergusson, the Governor-General of New Zealand, hereby proclaim and declare that the land described in the First Schedule hereto is hereby taken for road and the leasehold estate in the land described in the Second Schedule hereto, held from Her Majesty the Queen by William James Wholan, under and by virtue of pastoral lease, recorded in Volume 329, folio 23, Canterbury Land Registry, is hereby taken for the purposes of a road from and after the 24th day of April 1967.

FIRST SCHEDULE

CANTERBURY LAND DISTRICT

ALL those pieces of land situated in Canterbury R.D., described as follows:

A.	R.	P.	Being
14	0	23.6	Part R.S. 29966; coloured sepia on plan M.O.W. 20737 (S.O. 10615).
0	0	5.6	Part R.S. 14456; coloured sepia on plan M.O.W. 20737 (S.O. 10615).
4	3	23.3	Part R.S. 29964; coloured sepia on plan M.O.W. 20737 (S.O. 10615).
0	3	8.1	Part R.S. 29963; coloured sepia on plan M.O.W. 20737 (S.O. 10615).

All situated in Block II, Gibson Survey District.

*Affects*  
R.C.T. 73/84  
PE CT 71/300  
PE CT 73/84  
PE CT 73/84

SECOND SCHEDULE

CANTERBURY LAND DISTRICT

ALL those pieces of land situated in Canterbury R.D., described as follows:

A.	R.	P.	Being
19	1	18.1	Part Run 67, Blocks I and II, Gibson Survey District; coloured sepia on plan M.O.W. 20738 (S.O. 10616).
18	3	12.7	Part Run 67, Block I, Gibson Survey District; coloured sepia on plan M.O.W. 20738 (S.O. 10616).
6	0	5.8	Part Run 67, Block I, Gibson Survey District; coloured sepia on plan M.O.W. 20738 (S.O. 10616).
3	1	18.9	Part Run 67, Block I, Gibson Survey District, and Block XIII, Hawlings Survey District; coloured sepia on plan M.O.W. 20739 (S.O. 10627).

As the same are more particularly delineated on the plans marked and coloured as above mentioned, and deposited in the office of the Minister of Works at Wellington.

Given under the hand of His Excellency the Governor-General, and issued under the Seal of New Zealand, this 24th day of March 1967.

[L.S.] PERCY B. ALLEN, Minister of Works.

GOD SAVE THE QUEEN!

(P.W. 92/12/46/6; D.O. 92/12/79/6/1)

B. E. OWEN, GOVERNMENT PRINTER, WELLINGTON, NEW ZEALAND

*Affects*  
PE C.L. 529/23

*For copies of pls 30 plans  
10615, 10616, 10627 see Proc. 710312  
No. Gibson and Hawlings record maps  
Down Enclosure titles*

*HL  
11/5/67*

Reg. Copies End.  
529/23 } 17-5-67  
75/84 }  
71/300 } 18-5-67 W.  
Lib. Copy and 5029/23 SH. S. 2. 62.  
OO Copy 75/24 and A.H. S. 2. 62.



710314

PROCLAMATION  
Particulars entered in Register-book  
Vol. 529 folio 23



day MAY 10<sup>th</sup> at 1.30 pm  
*[Signature]*  
Asst. Land Registrar,  
CANTERBURY

Gazette Notice 73658 declaring  
the within land set apart for the  
development of water power (Ariwara  
power project) from 5/2/1968 - 15/2/1968  
at 9a  
*[Signature]* AR

CT 529/23 noted. 8.3.1968  
OLR

1496a On of  
52 2 155  
223 3 10

1742 1 255

No  
11-10

LAND & DEEDS	
Nature	Notice - pro
Firm	Moss -
8 MAY 1967	
130	
2593	

(B)

Extract from *N.Z. Gazette*, 20 April 1967, No. 25, page 701

*Leasehold Estate in Land Taken for the Development of Water Power in Blocks V, IX, and XIII, Hewlings Survey District*

**BERNARD FERGUSON, Governor-General**  
**A PROCLAMATION**

Pursuant to the Public Works Act 1928, I, Brigadier Sir Bernard Edward Ferguson, the Governor-General of New Zealand, hereby proclaim and declare the leasehold estate in the land described in the Schedule herein held from Her Majesty the Queen by William James Whalan, under and by virtue of pastoral lease, recorded in Volume 529, folio 23, Canterbury Land Registry, is hereby taken for the development of water power (Bunmore Power Project).

**SCHEDULE**

**CANTERBURY LAND DISTRICT**

All those pieces of land situated in Canterbury R.D., described as follows:

*Pl. 81. 529/23*

- | A.  | B. | C. | Being   |
|-----|----|----|---|
| 14  | 0  | 0  | Part Run 67, Block V, Hewlings Survey District: coloured orange on plan M.O.W. 20735 (S.O. 10209).            |
| 148 | 0  | 0  | Part Run 67, Blocks V and IX, Hewlings Survey District: coloured orange on plan M.O.W. 20735 (S.O. 10209).    |
| 639 | 0  | 0  | Part Run 67, Blocks IX and XIII, Hewlings Survey District: coloured orange on plan M.O.W. 20736 (S.O. 10210). |
| 460 | 0  | 0  | Part Run 67, Block XIII, Hewlings Survey District: coloured orange on plan M.O.W. 20736 (S.O. 10210).         |

As the same are more particularly delineated on the plans marked and coloured as above mentioned and deposited in the office of the Minister of Works at Wellington.

Given under the hand of His Excellency the Governor-General, and sealed under the Seal of New Zealand, this 24th day of March 1967.

[L.S.] **PERCY D. ALLEN, Minister of Works.**

**God Save the Queen!**

(P.W. 92/12/46/6; L.O. 92/12/73/6/1)

**B. E. Owen, Government Printer, Wellington, New Zealand**

*No Hewlings record maps.*

*Please endorse title*

*10/5/67.*

*Reg. copy end. 22. 17. 5. 67*  
*Orig. copy end. 211. 8. 3. 67*

RELEASED UNDER THE OFFICIAL INFORMATION ACT

# CERTIFICATE OF ALTERATION

HER MAJESTY THE QUEEN } Lessor.  
 } Licensor.  
 } Lessee.  
 } Licensee.

PARTICULARS entered in the Register-book,

Volume 529, folio 23

the 19 MAR 1968 day of 19  
 at 11:0 o'clock am



*[Signature]*  
 Assistant Land Registrar of the  
 District of CANTERBURY  
 District of

LAND & DEEDS	LAND
Nature: <i>head of Al</i>	Nature: <i>7/100</i>
Firm: <i>CCL</i>	Firm: <i>CCL</i>
15 MAR 1968	
Time: <i>11</i>	Time: <i>9-10</i>
Fees: <i>—</i>	Fees: <i>\$2</i>
Abstract No. <i>1527</i>	Abstract No. <i>1555</i>

L. & S.—8. 5

CERTIFICATE OF ALTERATION UNDER SECTION 113, LAND ACT 1948

IN THE MATTER of the Land Transfer Act 1952, and the Land Act 1948,

and

IN THE MATTER of lease (license) from HER MAJESTY THE QUEEN to William James WHALAN of Part Run 67 "Te Akatarawa" situated in Hewlings and Gibson Survey Districts. Area, 27402 acres 2 roods 14.5 perches

P.23

registered in

Vol. 529 , folio 23 , Canterbury Land Registry.

This is to certify that the annual rent of the land comprised in the above mentioned lease has been reduced to \$670.

Such alterations take effect from the 21st day of April 1967 and shall be deemed to be in force as from that date.

(Authority: Section 170A Land Act 1948).

As witness my hand, this 13<sup>th</sup> day of March 1968

*M. Fitzgerald*  
ASSISTANT Commissioner of Crown Lands.

758369

# CERTIFICATE OF ALTERATION

HER MAJESTY THE QUEEN { Lessor Lessor  
Licensor


WILLIAM JAMES WHELAN { Lessee Lessee  
Licensee

### PARTICULARS entered in the Register-book

Volume 529, folio 23

the 20 JUN 1969 19

at 7.2 o'clock



*Thomas*  
Assistant Land Registrar of the  
District of CANTERBURY

LAND & WEEDS
Nature: <i>Leasehold</i>
Form: <i>CCL</i>
20 JUN 1969
Title: <i>7.2</i>
Form: <i>---</i>
Abstract No. <i>3773</i>

D.L.R.  
CH.CH

Please deliver my lease to:  
*Orlby & Grater*  
*P.O. Box 100, Danmore*

Min. of Crown Lands  
Per: *G. Gifford*

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

L. &amp; S.-B. 6

## CERTIFICATE OF ALTERATION UNDER SECTION 113, LAND ACT 1948

IN THE MATTER of the Land Transfer Act 1952, and the Land Act 1948,

and

IN THE MATTER of lease (~~licence~~) from HER MAJESTY THE

QUEEN to WILLIAM JAMES WHALAN of Kurow, Sheepfarmer, of Part Run 67 "Te Akatarawa" situated in Blocks V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV and XV Hewlings Survey District, and Blocks I and II Gibson Survey District.

Area: 27402 acres 2 roods 14.5 perches.

P.25  
registered in

Vol. 529 , folio 23 , Canterbury Land Registry.

This is to certify that on 1st July 1969 the area in the above described lease was increased to 28,031 acres 3 roods 26.5 perches by the incorporation therein of Rural Sections 39703, 39704, 39705 and 39706 situated in Blocks XIV and XV Hewlings and Block II Gibson Survey Districts.

Area: 629 acres 1 rood 12 perches.

The description of the land now included in the lease is: Part Run 67 "Te Akatarawa" and Rural Sections 39703, 39704, 39705 and 39706 situated in Hewlings and Gibson Survey Districts.

Area: 28,031 acres 3 roods 26.5 perches.

The annual rent in the above mentioned lease has been increased to \$700.00, and such alteration takes effect from the first day of July, 1969, and shall be deemed to have been in force as from that date.

Authority: Sections 54 and 113 Land Act 1948.

Leasehold title 529/23.

Area :- 27402 . 2 . 14.5

Increase by :- 629 . 1 . 12 .

Total : 28,031 . 3 . 26.5

Done  
endorse title by the  
addition of R.S.'s 39703-39706.

Both Copies end. 66. 26. 6. 69.

As witness my hand, this 18<sup>th</sup> day of

June, 1969.  
Mr. J. J. [Signature]  
Commissioner of Crown Lands.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

### CERTIFICATE OF ALTERATION UNDER SECTION 113, LAND ACT 1948

IN THE MATTER of the Land Transfer Act 1952, and the Land Act 1948,

and

lease No. P23  
IN THE MATTER of ~~lease~~ (SERVIC) from HER MAJESTY THE QUEEN to WILLIAM JAMES WHALAN of Kurow, farmer, lessee of Part Run 67 "Te Akatarawa" situated in Hewlings and Gibson Survey Districts, area 11 089.4349 hectares.

registered in  
Vol 529 , folio 23 , Canterbury Land Registry.

**This is to certify** that  
the area in the above described lease has been increased to 11 190.0 hectares following redefinition by latest topographical mapping.

As witness my hand, this 19<sup>th</sup> day of August 1976

J. E. Fred  
ARBITRARY Commissioner of Crown Lands.

B

# CERTIFICATE OF ALTERATION

HER MAJESTY THE QUEEN { Lessor.  
INCORPORATED

WILLIAM JAMES WEALAN { Lessee.  
INCORPORATED

PARTICULARS entered in the Register Book,

Volume \_\_\_\_\_ folio \_\_\_\_\_

the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
\_\_\_\_\_ o'clock.

Assistant Land Registrar of the  
District

District of \_\_\_\_\_



095130/1  
529/23





HER MAJESTY THE QUEEN

Lessor

J. GRAHAM  
A. GREEN  
J. DOHERTY  
I. GRAHAM

Lessee

Particulars entered in the Register on  
date and at the time recorded below

  
 District  
 Assistant Land Registrar  
  
 DISTRICT LAND REGISTRAR  
 CANTERBURY, N.Z.

  
 MWD\_0015486

**REGISTER**  
 10.15 08.AUG88 C 757369 /A  
 PARTICULARS ENTERED IN REGISTER  
 LAND REGISTRY CANTERBURY  
 ASST. LAND REGISTRAR  
 5/29/28

FEES PAID HEREON  
 AVAILABLE  
 TO 26/9/88  
 A.L.R.

Land Corporation Limited  
CHRISTCHURCH

POWER OF ATTORNEY

I. TARITA ALISON FAIFAI GILMOUR of Christchurch, Property Officer

HEREBY CERTIFY -

1. THAT by Deed dated the 12th day of June 1987 copies of which are deposited in the Land Registry Offices at -

- AUCKLAND (North Auckland Registry) and there numbered B678573
- BLLENHEIM (Marlborough Registry) and there numbered 136439
- CHRISTCHURCH (Canterbury Registry) and there numbered 686366/2
- DUNEDIN (Otago Registry) and there numbered 681189/1
- GISBORNE (Poverty Bay Registry) and there numbered 167089.2
- HAMILTON (South Auckland Registry) and there numbered H734777
- HOKITIKA (Westland Registry) and there numbered 076748
- INVERCARGILL (Southland Registry) and there numbered 141782
- NAPIER (Hawkes Bay Registry) and there numbered 478751.2
- NELSON (Nelson Registry) and there numbered 269962.1
- NEW PLYMOUTH (Taranaki Registry) and there numbered 341775
- WELLINGTON (Wellington Registry) and there numbered 860782.2

LAND CORPORATION LIMITED at Wellington carrying on the business of land management appointed me its Attorney on the terms and subject to the conditions set out in the said Deed.

- 2. THAT at the date hereof I was Property Officer of the said Corporation.
- 3. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said LAND CORPORATION LIMITED or otherwise.

SIGNED at Christchurch  
this 5<sup>th</sup> day of July 1988. )  
19 )

Tarita Gilmour

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

SIGNED by the said LESLIE )  
ARTHUR GREEN as Lessee in )  
the presence of: )

[Signature]  
Lessee

Witness: [Signature]  
Occupation: Solicitor  
Address: Dunedin

SIGNED by the said COLIN )  
JOHN DOHERTY as Lessee in )  
the presence of: )

[Signature]  
Lessee

Witness: [Signature]  
Occupation: Solicitor  
Address: Dunedin

SIGNED by the said FREDERICK )  
IVON GRAHAM as Lessee in the )  
presence of: )

[Signature]  
Lessee

Witness: [Signature]  
Occupation: Solicitor  
Address: Dunedin

Correct for the purposes of the Land Transfer Act.

[Signature]  
Solicitor for the Lessee.

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

AND

IN THE MATTER of Pastoral Lease P 23 registered in Volume 529, folio 23 Canterbury Land Registry, from HER MAJESTY THE QUEEN to ELIZABETH

THE GRAHAM of Shannon, Married Woman, LESLIE ARTHUR GREEN of Dunedin, Chartered Accountant and COLIN JOHN DOHERTY of Outram, Solicitor (as to a one-third share jointly inter-se) ELIZABETH JANE GRAHAM of Te Akatarawa, Married Woman (as to a one-sixth share) and to FREDERICK IVON GRAHAM of Shannon, Farmer (as to a one-half share) as tenants in common in the said shares.

Pursuant to Section 170 of the Land Act 1948 the term of the abovementioned lease registered in Volume 529, folio 23, Canterbury Land Registry, is renewed for a term of 33 years commencing on the 1st day of July 1985. The Covenant to pay rent and the Rental Value contained in the lease is hereby varied by deleting the said covenant and substituting the following:

Yielding and paying therefor for the first 11 years of the said term unto Land Corporation Limited at Christchurch the annual rent of \$ 5,175.00 calculated on a Rental Value of \$ 345,000.00 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 period of 11 years (it being acknowledged by the parties hereto that the Lessee requires the said value to be determined by the Land Valuation Tribunal and should the value be altered then the Lessor will vary this lease having regard to the Tribunal's decision), and for the next two successive periods of 11 years of the said term a rent determined in respect of each of those periods in the manner provided in Section 132A of the Land Act 1948.

Save as hereby expressly varied all the covenants conditions and restrictions contained or implied in the said Memorandum of Lease shall remain in full force.

IN WITNESS WHEREOF the parties have hereunto subscribed their name this 5th day of July 1988.

SIGNED for and on behalf of ) LAND CORPORATION LIMITED by its
HER MAJESTY THE QUEEN pursuant ) Attorney
to a Deed lodged with the District )
Land Registrar as No. 686366/1 by )
LAND CORPORATION LIMITED by its )
Attorney TARITA ALISON FAIFAI )
GILMOUR in the presence of: )

Gilmour

Witness: [Signature]
Occupation: Property Officer
Address: Land Corporation, Christchurch

SIGNED by the said ELIZABETH )
JANE GRAHAM )
as lessee in the presence of: ) E. Jane Rahon
Lessee

Witness: [Signature]
Occupation: Solicitor
Address: Dunedin



P 23

30 June 1988

The District Land Registrar  
Lands and Deeds Registry  
Private Bag  
CHRISTCHURCH

Dear Sir

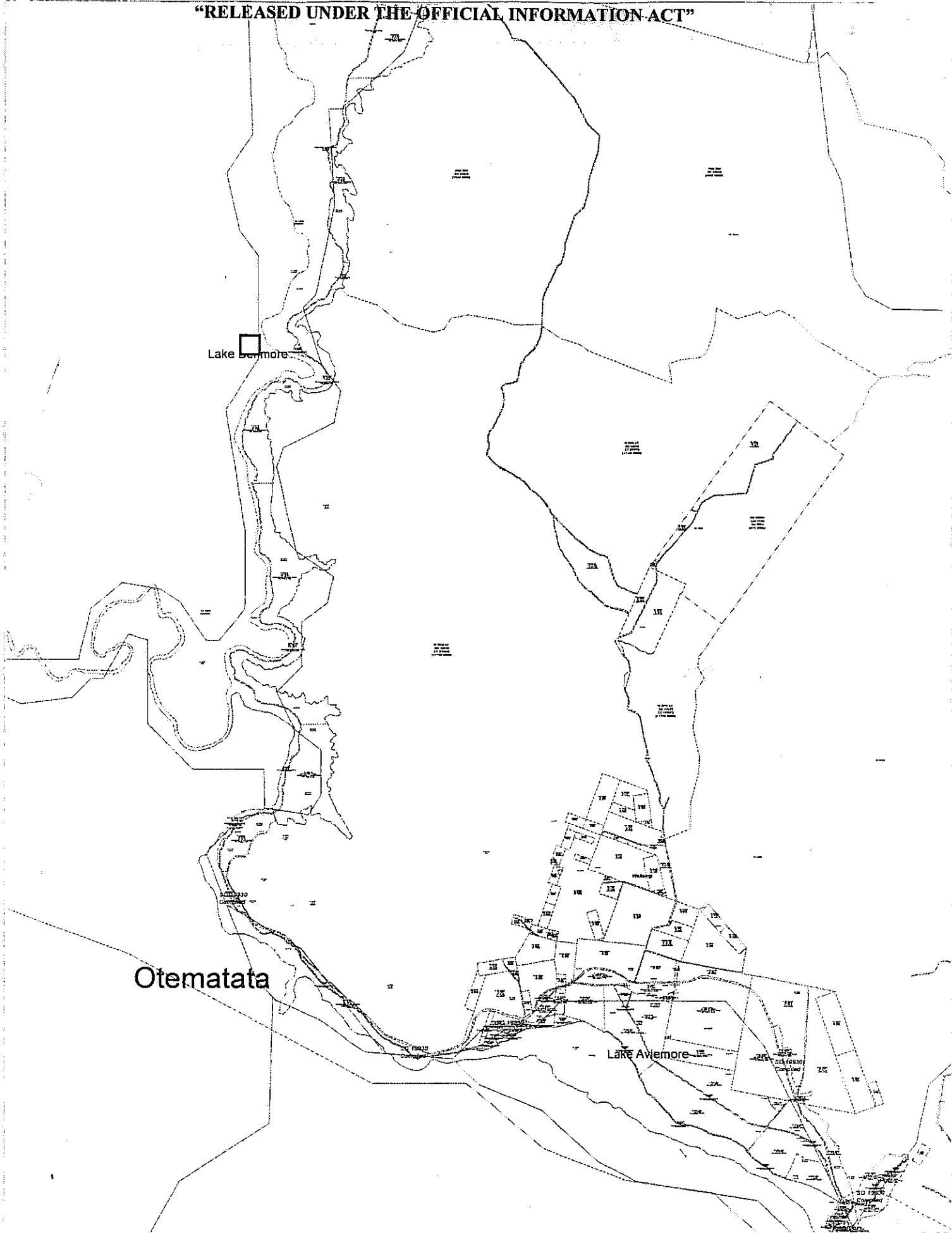
This dealing is not prohibited by the judgement of the Court of Appeal dated 29 June 1987 in the case for judicial review made by the New Zealand Maori Council and Graham Stanley Latimer.

Yours faithfully

Mrs T Gilmour  
Titles Officer

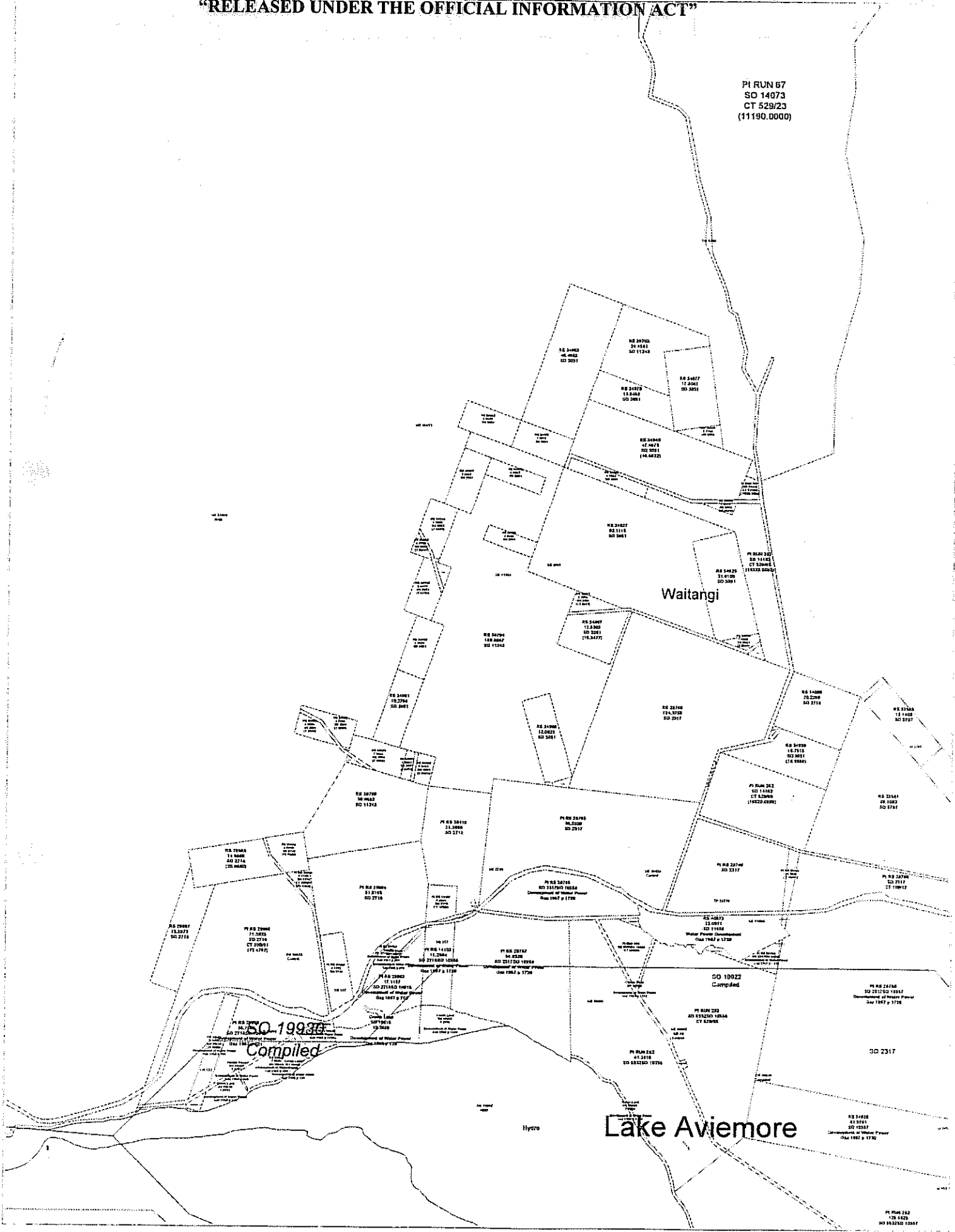
**Christchurch Branch**

Equinor House  
76 Cashel Street  
Private Bag  
Christchurch  
New Zealand  
Telephone (03) 799-761  
Fax (03) 796-440

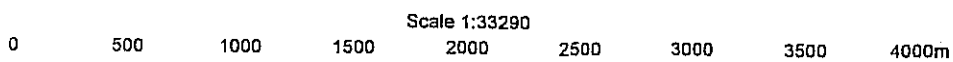


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0 2000 4000 6000 8000 10000 12000m

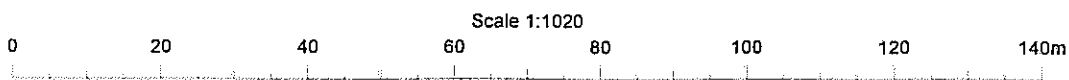
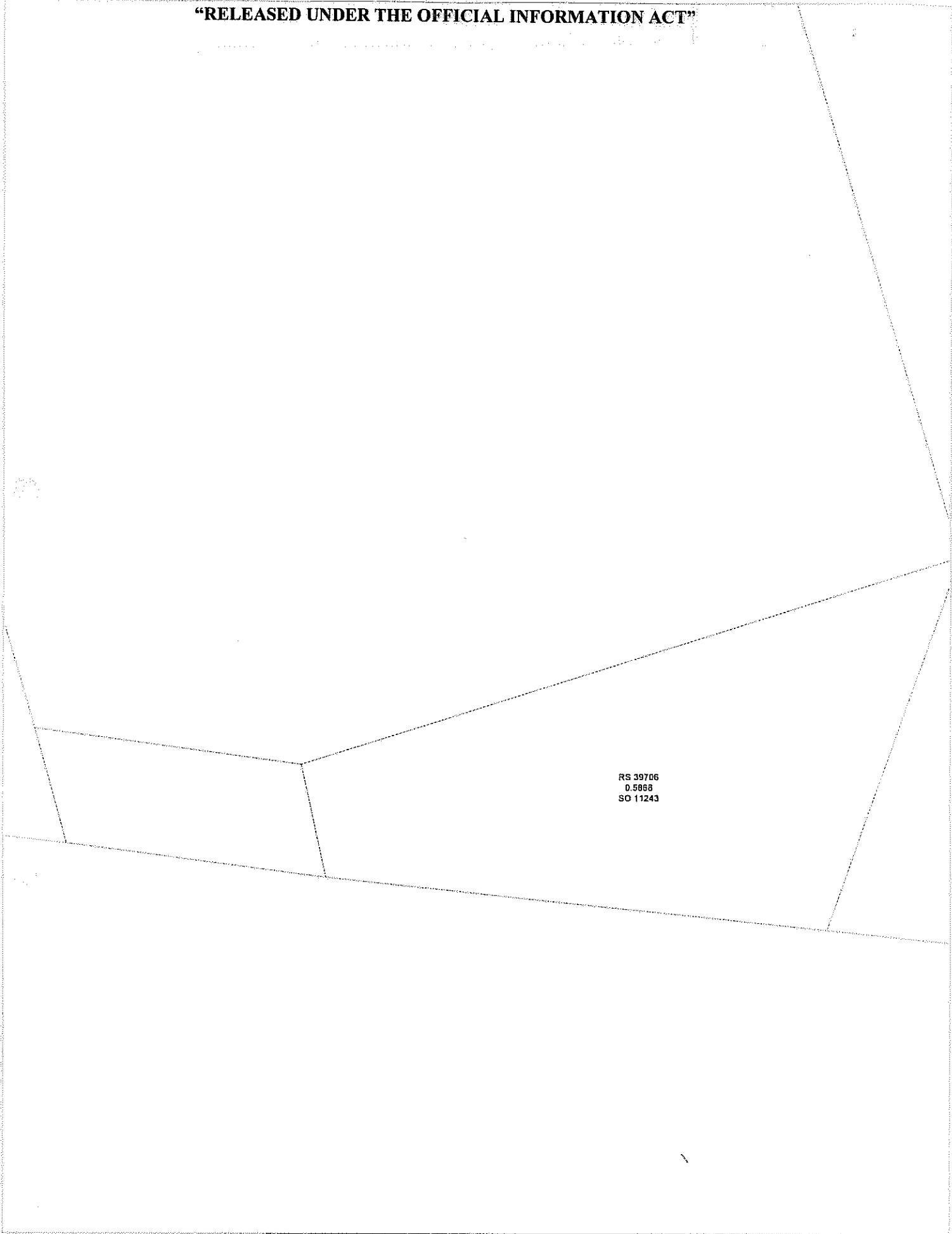
PI RUN 67  
SO 14073  
CT 529/23  
(11190.0000)



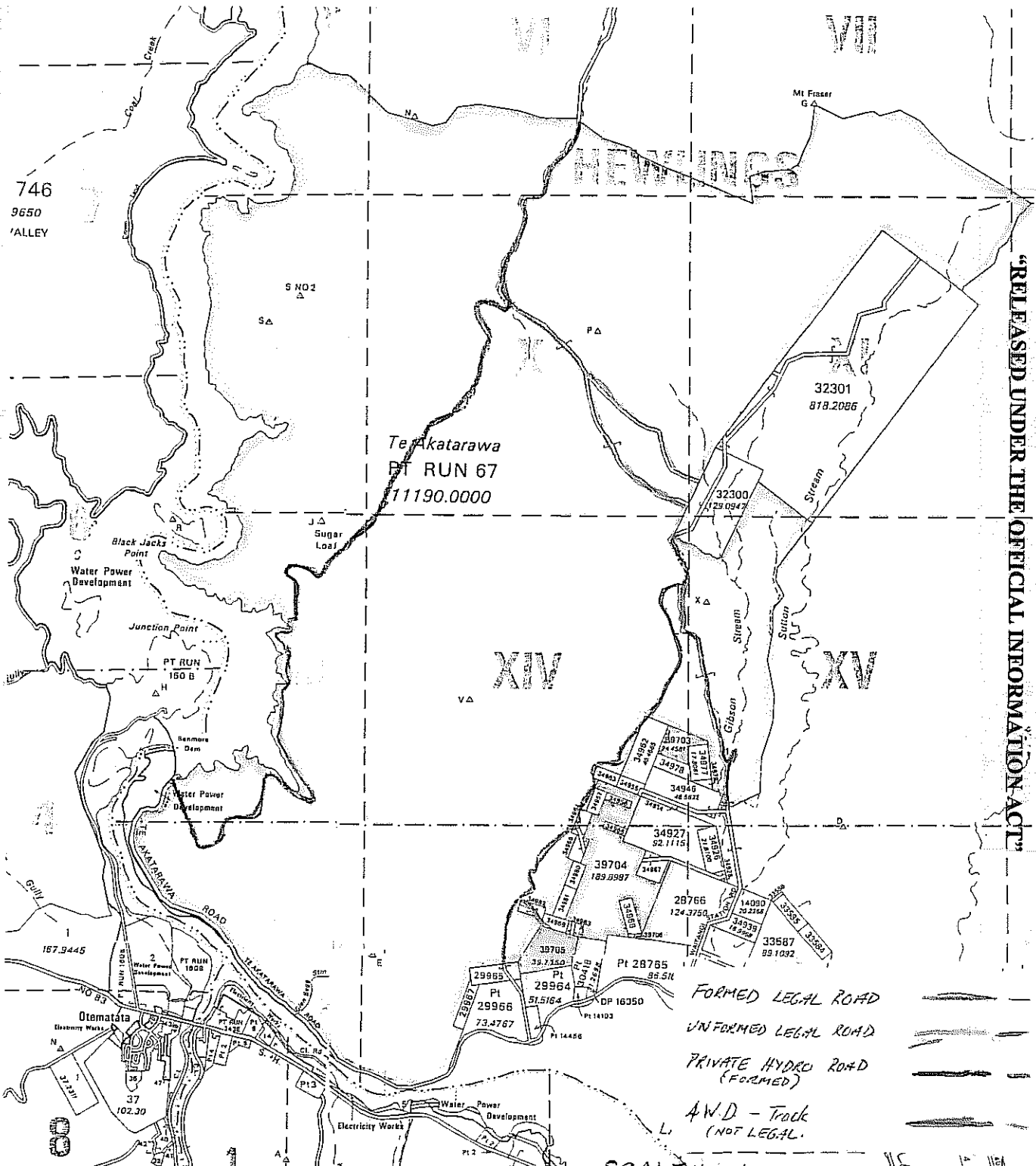
SO-19936  
Compiled



Scale 1:33290







746  
9650  
'ALLEY

S NO 1  
SA

Te Akatarawa  
PT RUN 67  
11190.0000

J Δ  
Sugar  
Loaf

Black Jacks  
Point  
Water Power  
Development

Junction Point

PT RUN  
160 B  
Δ H

Banmere  
Dam

Water Power  
Development

167.9445

PT RUN  
190 B

Otematata  
Electricity Works

37  
102.30

Electricity Works

PT 14456

- FORMED LEGAL ROAD
- UNFORMED LEGAL ROAD
- PRIVATE HYDRO ROAD  
(FORMED)
- A.W.D. - Track  
(NOT LEGAL)

RELEASED UNDER THE OFFICIAL INFORMATION ACT

**KNIGHT FRANK (NZ) LIMITED**

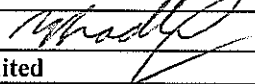
**Appendix A**

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

<b>LAND STATUS REPORT for TE AKATARAWA</b>				<i>[LIPS ref.12863]</i>
<b>Property</b>	<b>2</b>	<b>of</b>	<b>6</b>	

<b>Land District</b>	Canterbury
<b>Legal Description</b>	Rural Sections 34956 and 34957
<b>Area</b>	12.9499 Hectares
<b>Status</b>	Freehold held in Fee Simple by Lessees of Pastoral Lease
<b>Instrument of Title/lease</b>	CT CB 20B/29
<b>Encumbrances</b>	A 8410.1 Land Improvement Agreement pursuant to Section 30 A Soil Conservation and Rivers Control Act 1941.
<b>Mineral Ownership</b>	Non Statute Minerals are contained in CT 20B/29.
<b>Statute</b>	Land Act 1948 & Crown Pastoral Land Act 1998.

<b>Data Correct as at</b>	5 November 2001.
<b>[Certification Attached]</b>	Yes

<b>Prepared by</b>	Murray Bradley 
<b>Crown Accredited Agent</b>	Knight Frank (NZ) Limited

**TE AKATARAWA RESEARCH - Property 2 of 6**

<b>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</b>	N/A
--	-----

<b>LAND STATUS REPORT for TE AKATARAWA</b>				[LIPS ref.12863]
<b>Property</b>	<b>2</b>	<b>of</b>	<b>6</b>	

**Research Data: Some Items may be not applicable**

<b>Property</b>	<b>2</b>	<b>of</b>	<b>6</b>	
SDI Print Obtained				Yes
NZMS 261 Ref				H 39
Local Authority				Waimate District
Crown Acquisition Map				Kemp Deed off Purchase.
SO Plan				SO 3501
Relevant Gazette Notices				N/A
CT Ref/ Lease Ref				CT 20B/29.
Legalisation Cards				N/A
CLR				N/A
Allocation Maps (if applicable)				N/A
VNZ Ref - if known				25170-12500
Crown Grant Maps				Hewlings ( 1880)
<b>If Subject land Marginal Strip:</b>				N/A
<b>a) Type [Sec 24(9) or Sec 58]</b>				
<b>b) Date Created</b>				
<b>c) Plan Reference</b>				

**LAND STATUS REPORT for TE AKATARAWA**

[LIPS ref. 12863]

**Property** | 2 | **of** | 6

**Research – continued**

Property	2	Of	6	
If Crown land - Check Irrigation Maps.				N/A
Mining Maps				No mining Interests are recorded in the National Mining Index.
<b>If Road</b>				N/A
a) Is it created on a Block Plan - Section 43(1)(d) Transit NZ Act 1989				
b) By Proc				
c) Plan No				
Other Relevant Information				
a) Concessions - Advice from DOC or Knight Frank.				a) NIL
b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998.				b) N/A
c) Mineral Ownership				c) Non Statute Minerals are held in CT 20B/29 because minerals were not excluded from the original CT 134/19 from Warrant NO 140 Vol 3 C
d) Other Information				d) NIL.



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



**Search Copy**

**Identifier** CB20B/29  
**Land Registration District** Canterbury  
**Date Issued** 01 August 1979

**Prior References**

CB134/19

---

**Estate** Fee Simple  
**Area** 12.9499 hectares more or less  
**Legal Description** Rural Section 34956 and Rural Section  
34957

**Proprietors**

Elizabeth Jane Graham, Leslie Arthur Green and Cook Allan Gibson Trustee Company Limited as to a 1/3 share  
Frederick Ivon Graham and Cook Allan Gibson Trustee Company Limited as to a 1/3 share  
Elizabeth Jane Graham and Cook Allan Gibson Trustee Company Limited as to a 1/3 share

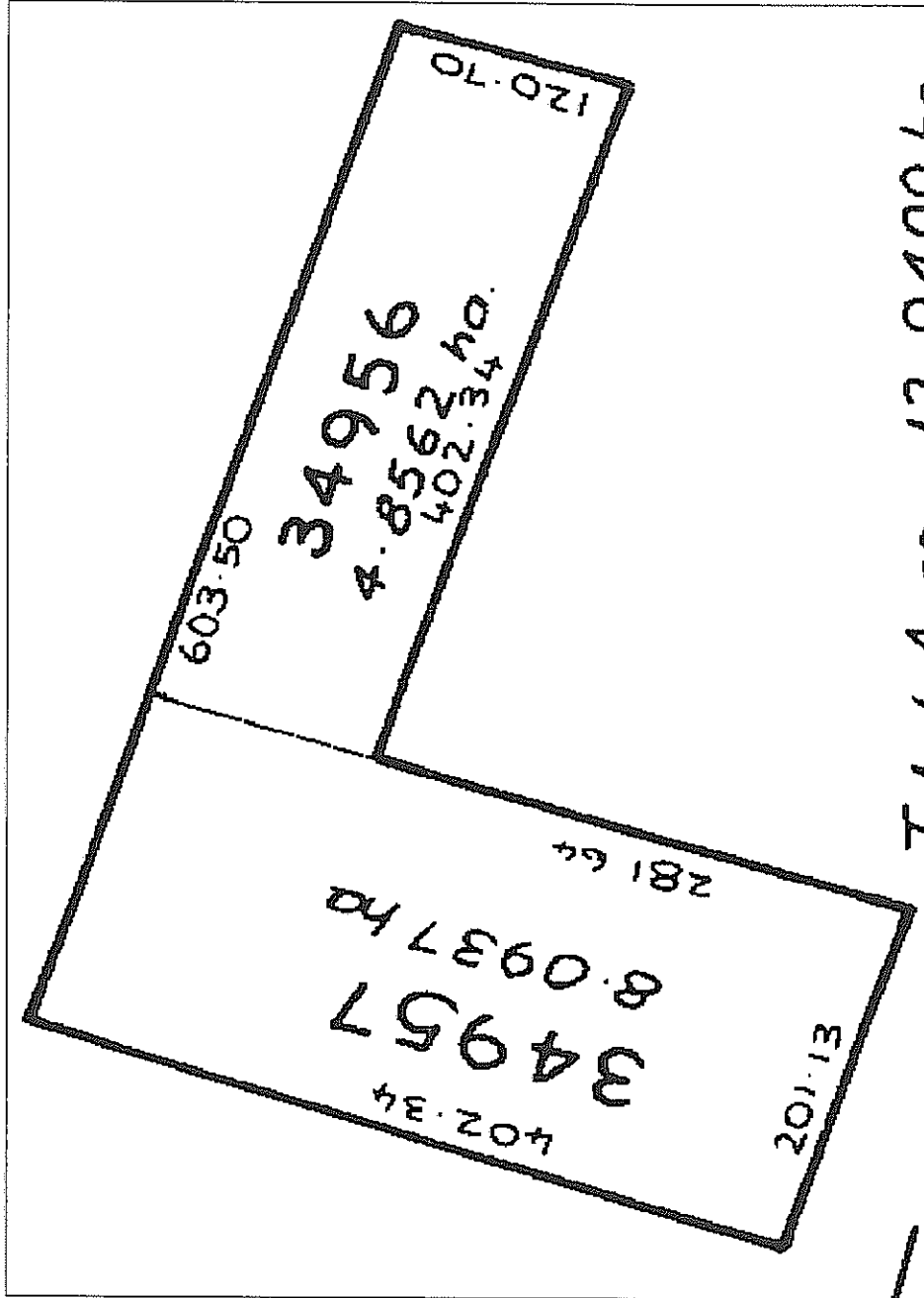
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**Interests**

A8410.1 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 7.8.1992  
at 11.03 am  
A360741.3 Mortgage to ASB Bank Limited - 16.7.1998 at 2.40 pm  
5038409.3 Mortgage to ASB Bank Limited - 2.5.2001 at 9:00 am

Identifier

CB20B/29





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



**Historical Search Copy**

R. W. Muir  
Registrar-General  
of Land

**Identifier** CB20B/29  
**Land Registration District** Canterbury  
**Date Issued** 01 August 1979

**Prior References**

CB134/19

---

<b>Estate</b>	Fee Simple
<b>Area</b>	12.9499 hectares more or less
<b>Legal Description</b>	Rural Section 34956 and Rural Section 34957

**Original Proprietors**

Elizabeth Jane Graham, Leslie Arthur Green and Colin John Doherty as to a 1/3 share  
Frederick Ivon Graham as to a 1/3 share  
Elizabeth Jane Graham as to a 1/3 share

**Interests**

A8410.1 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 -  
7.8.1992 at 11.03 am

A360741.3 Mortgage to ASB Bank Limited - 16.7.1998 at 2.40 pm

5038409.1 Transfer of the 1/3 share of Elizabeth Jane Graham, Leslie Arthur Green and Colin John Doherty to Elizabeth  
Jane Graham, Leslie Arthur Green and Cook Allan Gibson Trustee Company Limited - 2.5.2001 at 9:00 am

5038409.2 Transfer of the 1/3 share of Frederick Ivon Graham and the 1/3 share of Elizabeth Jane Graham to Frederick  
Ivon Graham and Cook Allan Gibson Trustee Company Limited (1/2 share) and Elizabeth Jane Graham and Cook Allan  
Gibson Trustee Company Limited (1/2 share) - 2.5.2001 at 9:00 am

5038409.3 Mortgage to ASB Bank Limited - 2.5.2001 at 9:00 am

References

Prior C/T 134/19

Transfer No.

N/C. Order No. 237170/1

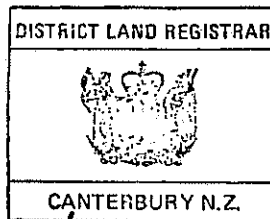


CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT

This Certificate dated the 1st day of August one thousand nine hundred and seventy-nine under the seal of the District Land Registrar of the Land Registration District of CANTERBURY

WITNESSETH that ALISTAIR KINNAIRD CAMPBELL of Fairlie, Sheepfarmer, THOMAS MacGREGOR SIMPSON of Timaru, Chartered Accountant and CHRISTOPHER JOHN THOMAS COONEY of Timaru, Solicitor (jointly as to a two-thirds share) and the said ALISTAIR KINNAIRD CAMPBELL (as to a one-third share) are as tenants in common in the said shares

seised of an estate in fee-simple (subject to such reservations, restrictions, encumbrances, liens, and interests as are notified by memorial underwritten or endorsed hereon) in the land hereinafter described, delineated with bold black lines on the plan hereon, be the several admeasurements a little more or less, that is to say: All that parcel of land containing 12.9499 hectares or thereabouts situated in Block XIV of the Hewlings Survey District being Rural Sections 34956 and 34957



[Signature]

for Assistant Land Registrar

Subject to:

- i. Mortgage 144805/4 to William James Whalan - 24.8.1977 at 2.00 p.m.
ii. Mortgage 144805/6 of their shares Alistair Kinnaird Campbell, Thomas MacGregor Simpson and Christopher John Thomas Cooney to Bank of New Zealand - 24.8.1977 at 2.00 p.m.
iii. Mortgage 175006/3 of his share Alistair Kinnaird Campbell to Bank of New Zealand - 2.5.1978 at 11.45 a.m.
iv. Mortgage 175006/4 to Ian Kinnaird Campbell - 2.5.1978 at 11.45 a.m.

- v. Mortgage 175006/3 to (now) Ian Kinnaird Campbell and Ngaira Doreen Campbell in shares - 2.5.1978 at 11.45 a.m.
vi. Mortgage 236899/2 to The Rural Banking and Finance Corporation - 30.7.1979 at 10.04 a.m.
vii. No. 236899/4 Memorandum of Priority making Mortgage 236899/2 second mortgage, Mortgage 144805/6 third mortgage, Mortgage 175006/3 fourth mortgage, Mortgage 175006/4 fifth mortgage and Mortgage 175006/5 sixth mortgage - 30.7.1979 at 10.04 a.m.

[Signature]

for A.L.R.

Transfer 354673/9 to Elizabeth Jane Graham of Shannon, Married Woman, Leslie Arthur Green of Dunedin, Chartered Accountant and Colin John Doherty of Outram, Solicitor (as to a one-third share jointly inter se), to Edwin Walter John Powe of Waronui, Farmer (as to a one-sixth share) and to Frederick Ivon Graham of Shannon, Farmer (as to a one-half share) as tenants in common in the said shares - 12.11.1981 at 11.41 a.m.

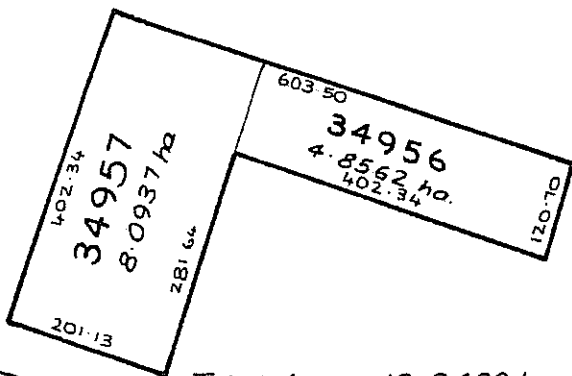
[Signature]

for A.L.R.

Mortgage 354673/10 to L.J. Diehl Solicitors Nominee Company Limited - 12.11.1981 at 11.41 a.m.

2516 11981 5527521

for A.L.R.



Total Area ~ 12.9499 ha

Measurements are Metric SO 3051

[Handwritten notes and signatures]



CERTIFICATE OF TITLE No. 20B / 29

Transmission 552752/1 of the share of Edwin Walter John Powe to Ngaire Dickson Powe of Milton, Widow, Kenneth Philip Marslin of Milton, Retired Farmer, Don Borthwick Telford of Waiwera South, Farmer and Roger Norman Macassey of Dunedin, Solicitor As Executors - 25.6.1985 at 11.35a.m.

A360741.3 Mortgage to ASB Bank Limited - 16.7.1998 at 2.40

*S. Wear*  
for DLR

*mell* A.L.R.  
Transfer 552752/3 of their share acquired by Transmission 552752/3, Ngaire Dickson Powe, Kenneth Phillip Marslin, Don Borthwick Telford and Roger Norman Macassey to Elizabeth Jane Graham of Te Akatarawa, Married Woman - 25.6.1985 at 11.35a.m.

*mell* A.L.R.  
Mortgage 552752/4 to The National Mutual Life Association of Australasia Limited - 25.6.1985 at 11.35a.m.

*mell* A.L.R.  
Mortgage 552752/5 to Rural Banking and Finance Corporation of New Zealand - 25.6.1985 at 11.35a.m.

**DISCHARGED**

*mell* A.L.R.  
Mortgage 757369/3 to Rural Banking and Finance Corporation of New Zealand - 8.8.1988 at 10.15am

*mell* A.L.R.  
No. 757369/4 Memorandum of Priority making Mortgages 757369/3 and 552752/5 first and second mortgages respectively - 8.8.1988 at 10.15am

*mell* A.L.R.  
Mortgage 961117/2 to The National Mutual Life Association of Australasia Limited - 22.10.1991 at 9.37am

**DISCHARGED**

*mell* A.L.R.  
Transfer 978534/1 a one-sixth share of his share Frederick Ivon Graham to Elizabeth Jane Graham of Te Akatarawa, Farmer - 18.2.1992 at 9.15am

*mell* A.L.R.  
No. A8410/1 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 7.8.1992 at 11.03am

*mell* A.L.R.

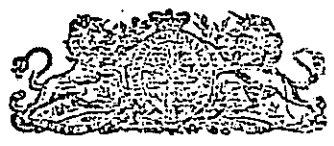


208/29

[SCHEDULE 1.

134/19

NEW ZEALAND.



Reference: Warrant No. 140 Pt. 3 C.  
P.R. folio T-215611

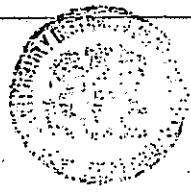
Register-book,  
Vol. 134, folio 19

CANCELLED

CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT.

This Certificate, dated the twenty-fourth day of January, one thousand eight hundred and eighty-eight, under the hand and seal of the District Land Registrar of the Land Registration District of Canterbury, being a Certificate in lieu of Grant, under Warrant of His Excellency the Governor, in exercise of the powers enabling him in that behalf, aditassety that Archibald Turnbull Miller of Akatorawa Canterbury Shyffer

is seized of an estate in fee-simple (subject to such reservations, restrictions, encumbrances, liens, and interests as are notified by memorial underwritten or indorsed hereon; subject also to any existing right of the Crown to take and lay off roads under any Act of the General Assembly of New Zealand) in the land hereinafter described, as the same is delineated by the plan drawn hereon, bordered as per, by the several measurements a little more or less, which said land is in the said Warrant expressed to have been originally acquired by John Ross and Sutton as from the twelfth day of September, one thousand eight-hundred and eighty-one, under the hand Act 177, that is to say: All that parcel of land containing thirty two acres or thereabouts situated in Block XIV of the Hewlings Survey District and being the Reserve Sections 34956 and 34957.



*Wm Nathan*  
District Land Registrar

Mortgage 11-19765 produced 29 May 1885 at 3 pm. Archibald Turnbull Miller to Robert and Elizabeth Ross and Company of Canterbury and limited.  
TRANSFER NO. 8287

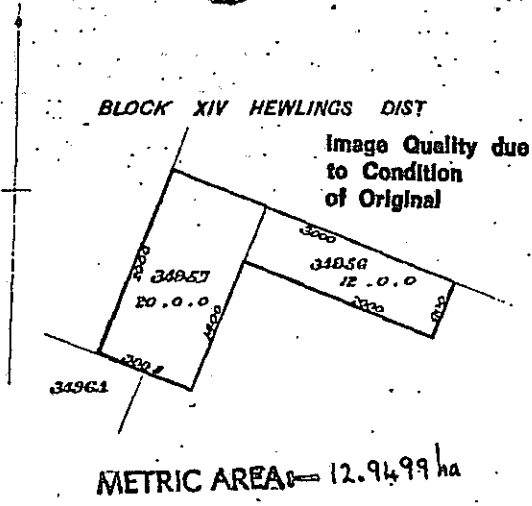
Transfer 68881 produced 12 October 1905 at 11 am. The National Mortgage and Agency Company of New Zealand Limited as mortgagee (No. 19765) to John Ross of Timaru Farmer.

Transfer 68881 to William Davidson of Timaru and Charles Howard Tapp of Timaru Solicitor entered 19 November 1906 at 11.15 am.

Transfer 7668 produced 19 November 1906 at 11.15 am. William Davidson and Charles Howard Tapp to John McArthur of Timaru Sheep Farmer.

Transfer 7668 entered 21 June 1907 at 10 am.

Transfer 76291 produced 2 November 1907 at 11 am. John McArthur to James Paterson & Co limited a company duly incorporated and having its registered office at Chatawara Station.



Scale 10 Chains to an Inch.  
*Charles B. Brandy*  
New Zealand Survey Department.

7234

over

134/19

Mortgage 106459 produced  
October 1917 at 2.20 pm James  
Paterson & Co. Limited to William  
Duff & Robert Kerwood  
Smith

Transfer 116011 of Mortgage 106459 produced  
22nd September 1927 at 2.45 pm Robert Kerwood Smith to  
James Paterson & Co. Limited the above named William  
Duff & Robert Kerwood Smith of his interest.

Transfer 179546 produced 22 September  
1927 at 3 pm James Paterson & Co  
Limited to Donald Burnett of J.E.  
Whatarawa Station, Akatarua area -  
sheep farmer

Transfer 215011 produced 12 August 1968 at 2.30 pm Donald Burnett  
to William James Halan of same sheep farmer

Mortgage 215011 produced 12 August 1968 at 2.30 pm William James  
Halan to Donald Burnett

Electricity agreement 474509 produced  
Notice of Capacity Amendment  
at 1945 pm  
8/12/1978

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. Simpson L.R.

Transfer 144805/1 to Alistair Kinnaird  
Campbell of Fairlie, Sheepfarmer, Thomas  
MacGregor Simpson of Timaru, Chartered  
Accountant and Christopher John Thomas  
Cooney of Timaru, Solicitor (as to a two-  
thirds share) and to the said Alistair Kinnaird  
Campbell (as to a one-third share) in said share -  
24.8.1977 at 2.00 pm.

Mortgage 144805/4 to William James Halan  
24.8.1977 at 2.00 pm.

Variation of Mortgage 144805/4 - 24.8.1977  
at 2.00 pm.

Mortgage 144805/6 of the share of Alistair  
Kinnaird Campbell, Thomas MacGregor Simpson  
and Christopher John Thomas Cooney to Bank  
of New Zealand - 24.8.1977 at 2.00 pm.

134/19

Variation of Mortgage 144805/4 - 2.5.1978  
at 11.45 a.m.  
for A.L.R.

Mortgage 175006/3 of his share Alistair  
Kinnaird Campbell to Bank of New Zealand -  
2.5.1978 at 11.45 a.m.  
for A.L.R.

Mortgage 175006/4 to Ian Kinnaird Campbell  
- 2.5.1978 at 11.45 a.m.  
for A.L.R.

Mortgage 175006/5 to Ian Kinnaird Campbell  
- 2.5.1978 at 11.45 a.m.  
for A.L.R.

Transfer 219223/1 of part of Mortgage  
175006/5 to Ngaira Doreen Campbell -  
28.3.1979 at 9.04 a.m.  
for A.L.R.

Mortgage 236899/2 to The Rural Banking  
and Finance Corporation - 30.7.1979 at  
10.04 am.  
for A.L.R.

No 236899/4 Memorandum of Priority making  
Mortgage 236899/2 second mortgage, Mortgage  
144805/6 third mortgage, Mortgage 175006/3  
fourth mortgage, Mortgage 175006/4 fifth  
mortgage and Mortgage 175006/5 sixth  
mortgage - 30.7.1979 at 10.04 am.  
for A.L.R.

CERTIFICATE OF TITLE, for A.L.R.

Vol. OCT 237170(1) Cancelled and new CT 208/29  
1.8.1979 ) issued  
for A.L.R.

CANCELLED  
DUPLICATE DESTROYED

134/19

134/19



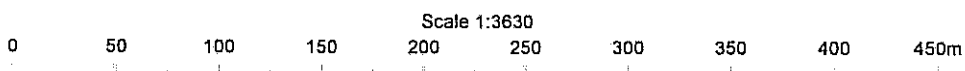
RS 34963  
8.0937  
SO 3051

RS 3495  
7.8913  
SO 305

RS 34957  
8.0937  
SO 3051

RS 34956  
4.8562  
SO 3051

RS 34966  
4 0468



Lake Benmore

**KNIGHT FRANK (NZ) LIMITED**

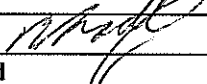
**Appendix A**

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

<b>LAND STATUS REPORT for TE AKATARAWA</b>				<i>[LIPS ref.12863]</i>
<b>Property</b>	<b>3</b>	<b>of</b>	<b>6</b>	

<b>Land District</b>	Canterbury
<b>Legal Description</b>	Rural Sections 34964 and 34965
<b>Area</b>	15.1983 Hectares
<b>Status</b>	Freehold held in Fee Simple by Lessees of Pastoral Lease
<b>Instrument of Title/lease</b>	Part CT 20B/30
<b>Encumbrances</b>	A 8410.1 Land Improvement Agreement pursuant to Section 30 A Soil Conservation and Rivers Control Act 1941.
<b>Mineral Ownership</b>	Non Statute Minerals are contained in CT 20B/30
<b>Statute</b>	Land Act 1948 & Crown Pastoral Land Act 1998.

<b>Data Correct as at</b>	5 November 2001.
<b>[Certification Attached]</b>	Yes

<b>Prepared by</b>	Murray Bradley 
<b>Crown Accredited Agent</b>	Knight Frank (NZ) Limited

**TE AKATARAWA RESEARCH - Property 3f 6**

<b>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</b>	N/A
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<b>LAND STATUS REPORT for TE AKATARAWA</b>				[LIPS ref.12863]
<b>Property</b>	<b>3</b>	<b>of</b>	<b>6</b>	

**Research Data: Some Items may be not applicable**

<b>Property</b>	<b>3</b>	<b>of</b>	<b>6</b>	
SDI Print Obtained				Yes
NZMS 261 Ref				H 39
Local Authority				Waimate District
Crown Acquisition Map				Kemp Deed off Purchase.
SO Plan				SO 3501
Relevant Gazette Notices				N/A
CT Ref/ Lease Ref				CT 20B/30
Legalisation Cards				N/A
CLR				N/A
Allocation Maps (if applicable)				N/A
VNZ Ref - if known				25170-12500
Crown Grant Maps				Hewlings & Gibson.(1880)
<b>If Subject land Marginal Strip:</b>				N/A
<b>a) Type [Sec 24(9) or Sec 58]</b>				
<b>b) Date Created</b>				
<b>c) Plan Reference</b>				

**LAND STATUS REPORT for TE AKATARAWA**

[LIPS ref.12863]

<b>Property</b>	<b>3</b>	<b>of</b>	<b>6</b>
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**Research – continued**

Property	3	Of	6	
If Crown land – Check Irrigation Maps.				N/A
Mining Maps				No mining Interests are recorded in the National Mining Index.
<b>If Road</b>				
a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989				a) N/A
b) By Proc				b)N/A
c) Plan No				c) SO Plan 3051
Other Relevant Information				
a) Concessions - Advice from DOC or Knight Frank.				a) NIL
b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998.				b) N/A
c) Mineral Ownership				c) Non Statute Minerals are held in CT 20B/30 because minerals were not excluded from the original CT 134/21 issued from Warrant No140 Vol 3 C
d) Other Information				d) NIL.



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



**Search Copy**

**Identifier** CB20B/30  
**Land Registration District** Canterbury  
**Date Issued** 01 August 1979

**Prior References**

CB134/21

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<b>Estate</b>	Fee Simple
<b>Area</b>	19.2451 hectares more or less
<b>Legal Description</b>	Rural Section 34964, Rural Section 34965 and Rural Section 34966

**Proprietors**

Elizabeth Jane Graham, Leslie Arthur Green and Cook Allan Gibson Trustee Company Limited as to a 1/3 share  
Frederick Ivon Graham and Cook Allan Gibson Trustee Company Limited as to a 1/3 share  
Elizabeth Jane Graham and Cook Allan Gibson Trustee Company Limited as to a 1/3 share

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**Interests**

A8410.1 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 7.8.1992 at 11.03 am  
A360741.3 Mortgage to ASB Bank Limited - 16.7.1998 at 2.40 pm  
5038409.3 Mortgage to ASB Bank Limited - 2.5.2001 at 9:00 am



Identifier

CB20B/30

