

Crown Pastoral Land Tenure Review

Lease name : The Gorge

Lease number : Pt 004

Due diligence report (including status report)

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

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

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

Copied October 2003

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

Mh

DUE DILIGENCE REPORT
CPL PRE TENURE REVIEW ASSESSMENT STANDARD 6:

THE GORGE PASTORAL LEASE

Log: 3998

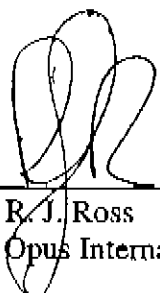
CPR/01/01/20/69

File Ref: CON/50214/09/12671/A-ZNO-01 Report No: Report Date: 4/10/2000
Office of Agent: Christchurch LINZ Case No: 00/ Date sent to LINZ: 6/10/2000

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 action that requires action by the Manager Crown Property Contracts has been identified:
 - a) The partial surrender in Document 467021 of 0.9749ha reduces the area of the property from 876.1444ha as shown on the title to 875.1964ha, which is the correct area. Both the lease plan and area should be adjusted.
3. That the Commissioner of Crown Lands or his delegate note that no potential liabilities have been identified as a result of the file search.
4. That the Commissioner of Crown Lands or his delegate note the following:
 - a) That at renewal of the lease in 1983 the rationalisation of the practical but not legal creek boundary along the south - eastern boundary with "Scotsburn" was raised and subsequently identified for further investigation.

Signed by Agent:



Name: R. J. Ross
Opus International Consultants Limited

Released under the
Official Information Act

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

Name: _____
Date of Decision: / /

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

1. Details of Lease:

Lease Name: The Gorge.

Location: The property is located on the Orari River Road approximately 19km north of Geraldine and adjacent to the Scotsburn Run.

Lessee: Robert Home Morrison (as to a one ½ share) and Thomas William O'Carroll and Pamela Ann O'Carroll (as to a one ½ share).

Tenure: Pastoral Lease under Section 66 of the Land Act 1948 and registered under Section 83 of the Land Act 1948.

Term: 33 years from 1 July 1984 (Expires 30 June 2017).

Annual Rent: \$2,250

Rental Value: \$100,000

Date of Next Review: 1 July 2006

Land Registry Folio Ref: CL 529/49 (Canterbury Land Registry).

Legal Description: Run 4A, situated in Blocks IV and VIII, Four Peaks Survey District and Blocks I and III, Orari Survey District.

Area: 875.1964 hectares

2. File Search:

Released under the
Official Information Act

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

File Reference	Volume	First Folio No.	Date	Last Folio No.	Date
<i>Pt 004</i>	4	-	16/06/99	-	30/06/00
<i>Pt 004.01</i>	1	1	16/12/96	-	11/06/98
<i>Pt 004.01</i>	2	-	20/07/98	-	29/06/99
<i>Pt 004.01</i>	2	13	22/07/98	31	22/12/99
<i>Pt 004.03</i>	-	-	30/04/99	-	16/07/99
<i>Pt 004.04</i>	1	-	19/11/99	-	19/11/99
<i>P4</i>	1	221	28/11/33	244	24/03/52
<i>P4</i>	2	245	12/05/52	-	25/10/90
<i>8004</i>	3	-	20/05/91	-	19/05/99

Files held by Agent (Opus International Consultants) on behalf of LINZ:

File Reference CON/50214/09/12671/A-ZNO-01
 Volume 1
 First Folio No. 1
 Date 16/12/96

Other relevant files held by LINZ:

File Reference	Volume	First Folio No.	Date	Last Folio No	Date
Pt004/1-SCH-01	1	-	16/12/96	-	01/01/98
Pt004/1-SCH 01	2	-	01/01/98	-	19/07/99
5200/D13/T04-1-DNO	1	-	12/03/93	-	01/01/98

3. Summary of Lease Document:

3.1 Terms of Lease

Stock Limitation in Lease:

Base Stock Limitation 1980 sheep (1800 sheep plus 10%).

Commencement Date:

1 July 1951. Renewed for a further period of 33 years from 1 July 1984 – Variation of Lease (Renewal) No 952081/1. No adjustments to terms and conditions of lease.

Other provisions

The lease, pursuant to Section 8 of the Coal Mines Amendment act 1950, is subject to the reservation to the lessee of all coal existing on or under the surface of the land, and subject also to the reservation to the lessor of the power to grant coal mining rights over the land under Part I of the Coal Mines Act 1925 [*See also land Status Report*].

Copy of lease attached as *Appendix 1*.

3.2 Area Adjustments

No 467021 Surrender as to part (RS 38349) of lease as to 0.9479 hectares (SO 8981) – registered on 25 September 1957. Balance area of lease 875.1964 hectares.

The current lease does not record the effect of the partial surrender in the above document and both the plan and area should be rectified. Copy of the above document is attached as *Appendix 2*.

3.3 Registered Interests

Released under the
Official Information Act

Mortgages:

A402076.3 Mortgage of the share of Thomas William O'Carroll and Pamela Ann O'Carroll to Robert Home Morrison registered 28 April 1999.

There are no other interests registered against the lease.

3.4 Unregistered Interests

There are no known unregistered interests (including recreation permits) following a search of accessible files.

4. Summarise any Government programmes approved for the lease:

There is no Land Improvement Agreement for this pastoral run.

The property is not involved in the Rabbit and Land Management programme.

5. Summary of Land Status Report:

The Land Status Report by Opus International Consultants confirms the status is Crown Land under the Land Act 1948 subject to the pastoral lease CL 529/49.

Opus identified the following items that will need to be taken into account: -

1. Pastoral Lease 529/49 did not make provisions for Section 58 strips to be excluded from the lease where rivers or streams are over 3 metres in width. At renewal of the lease in 1984 general provision was made in the lease that Section 58 strips be excluded (including Scotsburn Stream) and such strips are now deemed to be marginal strips under Section 24(3) of the Conservation Act 1987. Until these marginal strips are defined for disposition they remain as "notional".
2. It is noted that the current lease does not record the effect of the partial surrender in Document 467021 and the title plan and area should be rectified.
3. At renewal Land Settlement Board (HOC 83/238 of 6 October 1983) recorded that the legal boundary along the southern end of the south- east boundary is a creek. The creek has a give and take fenced boundary that is practical but not legal and rationalisation of the boundary with the adjoining Scotsburn pastoral lease should be investigated.

The Land Status Report also records that the Mineral ownership is with the Crown and in that context certain rights to the coal are reserved.

Copy of Land Status Report appended as *Appendix 3* [minus enclosures].

Released under the
Official Information Act

6. Review of Topographical and Cadastral Data:

Both maps attached to the Land Status Report show there are no communication sites, long distance transmission or local power supply lines on this property.

6.1 Marginal Strips:

The Land Status Report describes the marginal strips on the pastoral lease as "notional" pending definition on disposition.

6.2 Fenced Boundaries v Legal Boundaries

At renewal Land Settlement Board (HOC) 83/328 of 6 October (folio 394) recorded that the legal boundary along the southern end of the south-east boundary is a creek. The creek has a give and take fenced boundary sited on a practical line but not on the legal line. Rationalisation of the boundary between this and the adjoining Scotsburn pastoral lease was not pursued at renewal. However in a report of 13 February 1989 (folio 423) the Field Officer reported that trespass issues prevailed between the then lessees (The Gorge/Scotsburn) but that they would have to agree on a fenceline whereupon an exchange would be involved. This would appear to have been discussed briefly with the lessee of Scotsburn (handwritten notes of 1994 on file) who had indicated he would like action at some stage. Action would appear to have been overlooked and this issue is worthy of investigation.

Copies of folios from file 8004 attached as *Appendix 4*.

7. Details of any Neighbouring Crown or Conservation Land:

Areas that are tentatively identified by the Department of Conservation for possible inclusion in Tenure Review are the Road reserve and Marginal strips alongside the Scotsburn Stream.

There is potential for rationalisation of boundaries as alluded to in 6.2 above

8. Summarise any uncompleted actions or potential liabilities:

- 8.1 The partial surrender in Document 467021 of 0.9749ha reduces the area of the property from 876.1444ha as shown on the title to 875.1964ha, which is the correct area. Both the title plan and area should be adjusted.

APPENDICES

1. Search copy of lease document.
2. Copy of Document 4670212.
3. Copy of Document 467021.
4. Copies of relevant folios from file 8004.

Released under the
Official Information Act

Issued as a Renewal of (see Exchange first) Lease Pastoral License No. 508.

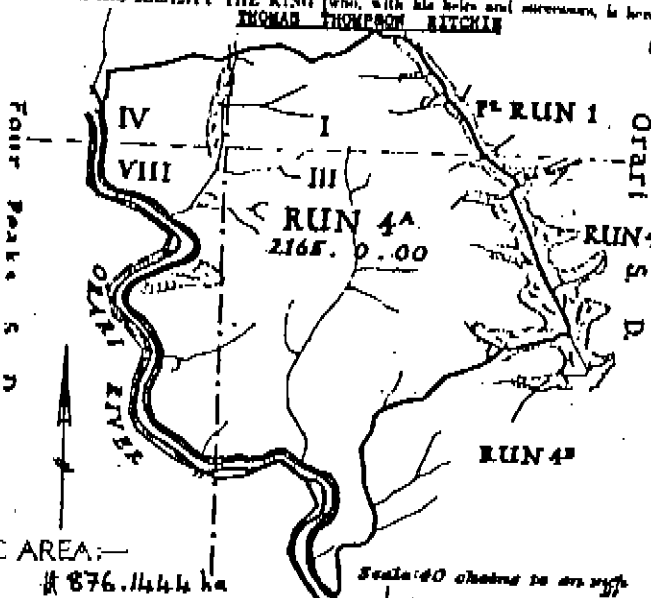
NEW ZEALAND

CANTERBURY LAND DISTRICT

Not registered under Land Transfer Act 1952. Entered in the Register Book, Vol. 539, folio 49. 6th day of August 1954. R. M. L. Registrar.

Pastoral Lease of Pastoral Land under the Land Act, 1948 No. 74.

This Deed, made the 10th day of March between HIS MAJESTY THE KING (who, with his heirs and successors, is hereinafter referred to as "the Lessee"), of the one part, and THOMAS THOMPSON MITCHELL, one thousand nine hundred and fifty-one



of Orari Gorge, Geraldine in the Dominion of New Zealand, hereinafter referred to as "the Lessee"), of the one part, and THOMAS THOMPSON MITCHELL (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 to be paid, and of the covenants, conditions, and agreements hereinafter contained or implied and on the part of the Lessee to be performed, and performed by the Lessee or his heirs and assigns, and on the part of the Crown, that the Lessee do hereby lease unto the Lessee for the term of thirty-three years, commencing on the first day of July 1954, and ending on the first day of July 1987, a parcel of land consisting of approximately two thousand one hundred and sixty-five acres and six roods and six poles, a little more or less, situated in the Land District of Canterbury, Run 4A, situated in Blocks IV and VIII Four Peaks Survey District and Blocks I and III Orari Survey District (hereinafter referred to as "the said land"), as the same is more particularly delineated in the plan drawn hereon and therein referred to and in outline together with the rights, easements, and appurtenances thereto belonging. To hold the said premises intended to be hereby leased unto the Lessee for the term of thirty-three years, commencing on the first day of July 1954, and ending on the first day of July 1987, together with the parcel between the date of this lease and the aforesaid first day of July 1954, 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 \$165.0.0 (based on a carrying capacity of 1800 sheep) (£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 half-yearly instalments of () pounds shillings and pence () on the 1st day of January and half-yearly instalments of () pounds shillings and pence () on the 1st day of July in each year for the term of the said term.

METRIC AREA: 876.1444 ha

- AND the Lessee do hereby covenant with the King as follows, that is to say:
1. THAT the Lessee will fully and punctually pay the rent hereinafter reserved at the times and in the manner hereinafter stated in that behalf; and also will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that now are or hereafter may be assessed, levied, or payable in respect of the said land or any part or parts thereof during the said term.
2. THAT the Lessee will within one year after the date of this lease take up his residence on the said land, and thereafter throughout the term of the lease will reside continuously on the said land.
3. THAT the Lessee will hold and use the said land free 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 Commissioner. 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 from the said land diligently and in a householderly manner according to the rules of good husbandry and will not in any way commit waste.
5. THAT the Lessee will throughout the term of his lease to the satisfaction of the Commissioner of Crown Lands for the Land District of Canterbury (hereinafter referred to as "the Commissioner") cut and vend timber of five species and height, also 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, 1928.
7. THAT the Lessee will clean and clear from weeds and keep open all drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing therein.
8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are hereby purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
9. THAT the Lessee will license all buildings belonging to the Crown (including those specified in the Schedule hereto which are hereby purchased by the Lessee) now or hereafter erected on the said land to their full insurable value in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit with the Commissioner every such policy and, not later than the business of the day on which any such premium becomes payable, the receipts for such payments.
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 sum) as the Commissioner thinks fit, sell, 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, stockraising, or building purpose on the said land or 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 Man-of-the-Work Act, 1910, have any town, street, area, or place on the said land, nor permit any town, street, area, or place on the said land to be formed, 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 return over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is subject to such, wild game, 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.

HE and she hereby agreed and declared by and between the Lessee 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, 1948) on or under the surface of the soil of the said land, and all such minerals are reserved to His Majesty together with a free right of way over the said land in favour of the Commissioner or of any person 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 adjoining 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 the Lessee shall be at no time to have any 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 sown or planted within 50 yards of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any building or dwelling-house. Provided also that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, household, stockraising, or building purpose on the said land, but not otherwise.
(c) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter on 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 463 of the Land Act, 1948, a new lease of the land hereby leased at a rent to be determined in the manner provided 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 the present provision for the renewal thereof and all provisions ancillary or in relation thereto.

Released under the Official Information Act

24

529/49

- (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:
 - (a) Cultivate any portion of the said land for the purpose of growing wheat for the stock deposited thereon;
 - (b) Use any part of the said land as a paddock for the use of himself and family and his employees;
 - (c) Plough and sow in grain any portion of the said land;
 - (d) Clear any portion of the said land by felling and burning back or scrub and sow the land or cleared in grain;
 - (e) Surface over 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.
- (6) THAT the Lessee shall carry out one in stocking the said land and shall not overstock; 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 winter months shall not, without the prior consent of the Commissioner, exceed 1980 sheep, being an increase of ten per cent on the carrying capacity of the land based on the rent hereinafter reserved.
- (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 in the certificate of the Land Settlement Board or the Commissioner, or 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 129 of the Land Act, 1949, declare this lease to be forfeit, and that without discharging or releasing the Lessee from liability for any due or accruing due or for any prior breach of any covenant or condition of the lease.
- (8) THAT these provisions are intended to take effect as a post-act law under the Land Act, 1949, and the provisions of the said Act and of the regulations made thereunder applicable to such lease 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

Incorporating Amendments to the Crown Lands Act, 1950, this lease is subject to the reservation to the lessor of all coal existing on or under the surface of the land, and subject also to the reservation to the lessor of the power to grant coal mining rights over the land under Part I of the Coal Mines Act, 1925.

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

Signed by the said Commissioner, on behalf of the Lessee, in the presence of:-
 Witness: Alfred King
 Occupation: Land Office Clerk
 Address: Christchurch

Signed by the above named as Lessee, in the presence of:-
 Witness: John Payne
 Occupation: Farmer
 Address: Lyonsville

[Signature]
 Assistant Commissioner of Crown Lands

[Signature]
 Lessee

Mortgage 482 of the share of the Estate of Thomas Thompson Ritchie to (now) The State Advances Corporation of New Zealand approved by the Land Board on the 18th day of February 1934. Registered 17 February 1934.

[Signature] A.L.R.

Variation of Mortgage No. 482 approved by the Land Board the 12th October 1937, and registered on the 10th October 1937.

[Signature] A.L.R.

Mortgage 539 Thomas Thompson Ritchie to The State Advances Corporation of New Zealand approved by Land Board on the 13th March 1943 and registered on the 15th March 1943.

[Signature] A.L.R.

Change of description whereby the description of the within land is changed to R.S. 38349.
 produced this 14th day of June 1967 at Christchurch.
[Signature] Land Registrar

Mortgage 717415 Stanley Lewis Dobson
 Ritchie - 7-8-1973
DISCHARGED
 Mortgage 846857
 at 10.59 -
 at 10.59 -
 at 10.59 -

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.

Variation of Mortgage 717415 - 13/4/1973 at 11.45 a.m. (The Mortgagees under Mortgages 717415 and 846857 consenting)

[Signature] A.L.R.

Transmission 89346/1 of the share of Stanley Lewis Dobson in Mortgage 717415 to David Lewis Dobson and Edmund John Robinson as Executors - 15.7.1976 at 10.29 a.m.

LAND & DEEDS	
Name	G. L. King
Post	Christchurch
Date	16 AUG 1974
Page	1
Abstract No.	16723

Transfer 717415 to Thomas Thompson Ritchie, Junior at Rangitoto 18/10/1967 at 2.45p

Mortgage 717415 to Stanley Lewis Dobson and Alice May Dobson 13/4/1973 at 2.45p

DISCHARGED

OVER

Transfer 153156/1 of Mortgage 717415
to Perry Gresson & Richards Securities
Limited - 26.10.1977 at 9.41 a.m.

Variation of Mortgage 717415 -
26.10.1977 at 9.41 a.m.

Handwritten signatures and stamps:
"RECEIVED" stamp
Redgum
for L.R.
Redgum
for L.R.

No. 300641/1
Change of Name of the Mortgage
under Mortgage 717415 to
Gresson Richards Solicitors Nominee
Company Limited - 13/11/1980 at
9.45 a.m.

Handwritten signature: *Kobaines*
D.L.R.

Transmission 481045/1 of Mortgage 717415 to The
Perpetual Trustees Estate and Agency Company of
New Zealand - 15.2.1983 at 11.08 a.m.

Handwritten signature: *Truman*

for A.L.R.

No. 952081/1 Variation of the terms of the
within Lease and extension of the term for
33 years commencing on 1.7.1985 - 28.8.1991
at 9.16am

Handwritten signature: *Chapman*
A.L.R.

Mortgage 952081/2 to ~~Banking~~ Banking
Corporation - 28.8.1991 at 9.16am

Handwritten notes and signature:
"DISCONTINUED" stamp
"26/5/92" stamp
Chapman
A.L.R.

Transfer A53251/3 to Robert Home Morrison,
Engineer and Christopher Gerard Flynn,
Farmer, both of Christchurch - 26.5.1993 at
11.38am

Handwritten signature: *C. Mare*

for A.L.R.

Mortgage A53251/4 to Thomas Thompson
Ritchie - 26.5.1993 at 11.38am

Handwritten notes and signature:
"DISCONTINUED" stamp
"14/5/93" stamp
C. Mare

for A.L.R.

Mortgage A53251/5 to Trust Bank Canterbury
Limited - 26.5.1993 at 11.38am

Handwritten notes and signature:
"DISCONTINUED" stamp
"28.4.93" stamp
C. Mare

for A.L.R.

No. A174079/1 Variation of the term of the
within lease for a term of 33 years
commencing on 1.7.1984 - 22.5.1995 at
3.15pm

Handwritten signature: *C. Mare*
for A.L.R.

Variation of Mortgage A53251/5 - 14.11.1995
at 11.05am

Handwritten notes and signature:
"DISCONTINUED" stamp
C. Mare
for A.L.R.

Handwritten notes:
"Transferred to P.Z. Ltd at 10.50am 12/11/1992 - pursuant to Section 10 of Land Transfer Act 1952"

Handwritten signature: *Erwin*
for DLR

A375346.1 Transfer of the interest of
Christopher Gerard Flynn to Robert Home
Morrison - 2.11.1998 at 10.50

Handwritten signature: *S. Wain*
for DLR

A402076.2 Transfer of a 1/2 share to Thomas
William O'Carroll and Pamela Ann O'Carroll

A402076.3 Mortgage of the share of Thomas
William O'Carroll and Pamela Ann O'Carroll
to Robert Home Morrison

at 28.4.1999 at 10.50

Handwritten signature: *S. Wain*
for RGL

Released under the
Official Information Act

401021

APPENDIX 2

THE STATE ADVANCES CORPORATION OF NEW ZEALAND and mortgages under and by virtue of Mortgage Numbers 482 and 539 hereby consents to the partial surrender of the within lease, but without prejudice otherwise howsoever to its rights powers and remedies under the said mortgages) as to that land described as R. S. 38349 containing 2a. 1r. 14. 8p.

124

Dec 20 1956
R. 124814/2

Particulars entered in Register-book

Vol. 507 folio 47

25 SEP 1957

day of 19 20 Jan

P. J. Mount
Agent Land Registrar

CANTERBURY



signed on behalf of the State Advances Corporation of New Zealand by Authority of the Board of Management under the common seal of the Corporation with written consent of the Minister of Finance and pursuant to section 3 of the Finance Act, 1946 by

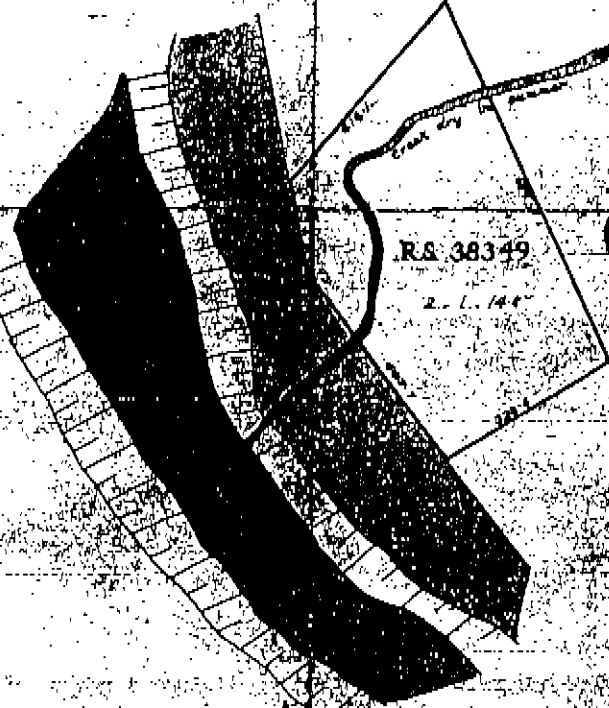
For and on behalf of THE STATE ADVANCES CORPORATION OF NEW ZEALAND

[Signature]

Harry Robinson M. Sc. Esq.
an officer of the Corporation in the presence of-

[Signature]
Chairman
[Signature]

Run 48



UNDER THE OFFICIAL INFORMATION ACT

LAND & DEEDS
25 SEP 1957
Abstract No. 6268

III Orari S.D.
Scale 2 chains to an inch
50.8981

46/100

MEMORANDUM OF PARTIAL SURRENDER OF LEASE UNDER SECTION 145
OF THE LAND ACT 1948

IN THE MATTER of the Land Act, 1948

AND

IN THE MATTER of a registered lease
No. 7.4 entered in the Register
Book Volume 529 Folio 49 from
HER MAJESTY THE QUEEN to THOMAS
THOMPSON RITCHIE

DE
UNDER THE
OFFICIAL INFORMATION ACT

WHEREAS THOMAS THOMPSON RITCHIE of Orari Gorge, Geraldine, Farmer,
is registered as proprietor of an estate as Lessee, subject to such
encumbrances liens and interests as are notified by memoranda underwritten
or endorsed hereon in all that piece of land being Part Run 4A situated
in Blocks IV and VIII Four Peaks Survey District and I and III Orari
Survey District and Rural Section 36349 situated in Block III, Orari
Survey District being the whole of the land comprised and described in
Register Book Volume 529 Folio 49 Subject to Mortgages Nos. 482 and 539

AND WHEREAS I am desirous of surrendering that part of the land comprised
in such lease as is hereinafter more particularly described

NOW THEREFORE I the said Thomas Thompson Ritchie do hereby surrender
from the operations of the said lease as from the 22nd day of November
1957

ALL THAT piece of land comprised in such lease containing 2 acres 1 rood
14 and eight tenths perches more or less being Rural Section 36349 and
being more particularly delineated on the plan drawn on the back hereof
and thereon bordered red.

IN WITNESS WHEREOF I have hereunto subscribed my name this 22nd
day of July 1957.

SIGNED by the said
THOMAS THOMPSON RITCHIE

J. Ritchie
Lessee

in the presence of:

Witness: L. Smith

Occupation: farmer

Address: Orari Gorge

SURRENDER ACCEPTED for and on behalf of Her Majesty the Queen

Witness: A. Phillips

A. Phillips
Asst. Commissioner of Crown Lands

Occupation: lands office clerk

Address: Christchurch

DE [REDACTED] UNDER THE
OFFICIAL INFORMATION ACT

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

Released under the
Official Information Act

**OPUS INTERNATIONAL CONSULTANTS LIMITED
CHRISTCHURCH OFFICE**

APPENDIX A

Project Number: G 002 - 53SR - 006 YC

OFFICIAL INFORMATION ACT

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No: 50176 dated 23 September 1999 and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

LAND STATUS REPORT for Gorge Station	LIPS Ref 12671
Property 1 of 1	

Land District	Canterbury
Legal Description	Part Run 4A, Blocks IV and VIII Four Peaks and I and III Orari Survey Districts
Area	875.1964 hectares
Status	Crown Land subject to the Land Act 1948.
Instrument of title/lease	Balance Pastoral Lease 529 / 49 pursuant to Section 66 and registered under Section 83 of the Land Act 1948.
Encumbrances	Subject to: 1. Part IVA of the Conservation Act 1987 upon disposition. 2. The reservation to the lessee of all coal existing on or under the surface of the land under Section 8 of the Coal Mines Amendment Act 1950 and to the reservation to the lessor the power to grant coal mining rights over the land under Part I of the Coal Mines Act 1925.
Mineral Ownership	Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the original Maori owners under the 1848 Kemp Purchase.
Statute	Land Act 1948 and Crown Pastoral Land Act 1998.

Released under the
Official Information Act

Data Correct as at	18 November 1999
[Certification Attached]	Yes
Prepared by	Don McGregor
Crown Accredited Agent	Opus International Consultants Ltd, CHRISTCHURCH

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.

1. Pastoral lease 529/49 did not make provisions for Section 58 strips to be excluded from the lease where rivers or streams are over 3 metres in width.
At renewal of the lease in 1984 general provision was made in the lease that Section 58 strips be excluded (including the Scotsburn Stream) and such strips are now deemed to be marginal strips under Section 24(3) of the Conservation Act 1987.
Until these marginal strips are defined for disposition they remain as "notional".
2. It is noted that the current lease does not record the effect of the partial surrender in Document 467021 (copy attached) and the title plan and area should be rectified.
3. At renewal Land Settlement Board (HOC 83/328 of 6 October 1983) recorded that the legal boundary along the southern end of the south east boundary is a creek. The creek has a give and take fenced boundary that is practical but not legal and **rationalisation of the boundary with the adjoining Scotsburn Pastoral lease should be investigated.**

Released under the
Official Information Act

LAND STATUS REPORT for Gorge Station

LIPS Ref 12671

Property 1 of 1

Research Data: Some Items may be not applicable

**UNDER THE
OFFICIAL INFORMATION ACT**

SDI Print Obtained	Yes
NZMS 261 Ref	J 37
Local Authority	Timaru District Council
Crown Acquisition Map	Kemp's Deed.
SO Plans	SO 3240 -- (approved 07/07/1900) Plan of Orari and Four Peaks Districts SO 8981 -- (approved 09/05/1956) Plan of Part 4A
Relevant Gazette Notices	N.A.
CT Ref / Lease Ref	Balance Pastoral Lease 529 / 49 pursuant to Section 66 and registered under Section 83 of the Land Act 1948.
Legalisation Cards	N.A.
CLR	Confirms Pastoral Lease tenure
Allocation Maps (if applicable)	No allocations to DOC or SOE. Extracts of DOC Allocation maps (SO 17114) and SOE (SO 17063) attached.
VNZ Ref - if known	VR 24640 / 10000
Crown Grant Maps	N.A.
If subject land Marginal Strip:	
a) Type [Sec 24(9) or Sec 58]	a) See Notes above
b) Date Created	b) N.A.
c) Plan Reference	c) N.A.

Released under the
Official Information Act

LAND STATUS REPORT for Gorge Station				LIPS Ref 12671
Property	1	of	1	

Research - continued

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

If Crown land - Check Irrigation Maps.	N.A.
Mining Maps	N.A.
If Road a) Is it created on a Block Plan - Section 43(1)(d) Transit NZ Act 1989 b) By Proc c) Gazette Ref	a) SO Plan 3240 - Legal road by Section 110A Public Works Act 1928 (as depicted on SO 8981) b) Proc Plan N.A. a) Gazette Ref. N.A.
Other Relevant Information a) Concessions - Advice from DOC or Knight Frank b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998 c) Mineral Ownership	a) No current DOC concessions. DOC has an interest in undefined marginal strips under the Conservation Act 1987. Existence of concessions administered by Knight Frank not determined. b) Searched. N.A. c) Either <input type="checkbox"/> Mines and Minerals owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1848 Kemp Purchase. <input type="checkbox"/> Contained in [provide evidence].
d) Other Info	d) N.A.

Released under the
Official Information Act

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

Plan 888
SO 16341
2870.0000
Subject to the provision of Marginal Strips
See 24(C) Conservation Act 1987

Plan 41889
SO 18581
288.0000
Peel Forest Park Wildlife Reserve
Special Reserve
Class 1964 p 16

Blandswood
Evans Flat

Plan 44
SO 2340
CT 62844
878.1888

Plan 48
SO 8340
809.8801
Subject to the provision of Marginal Strips
See 24(C) Conservation Act 1987

Plan 40157
SO 15643
80.1560

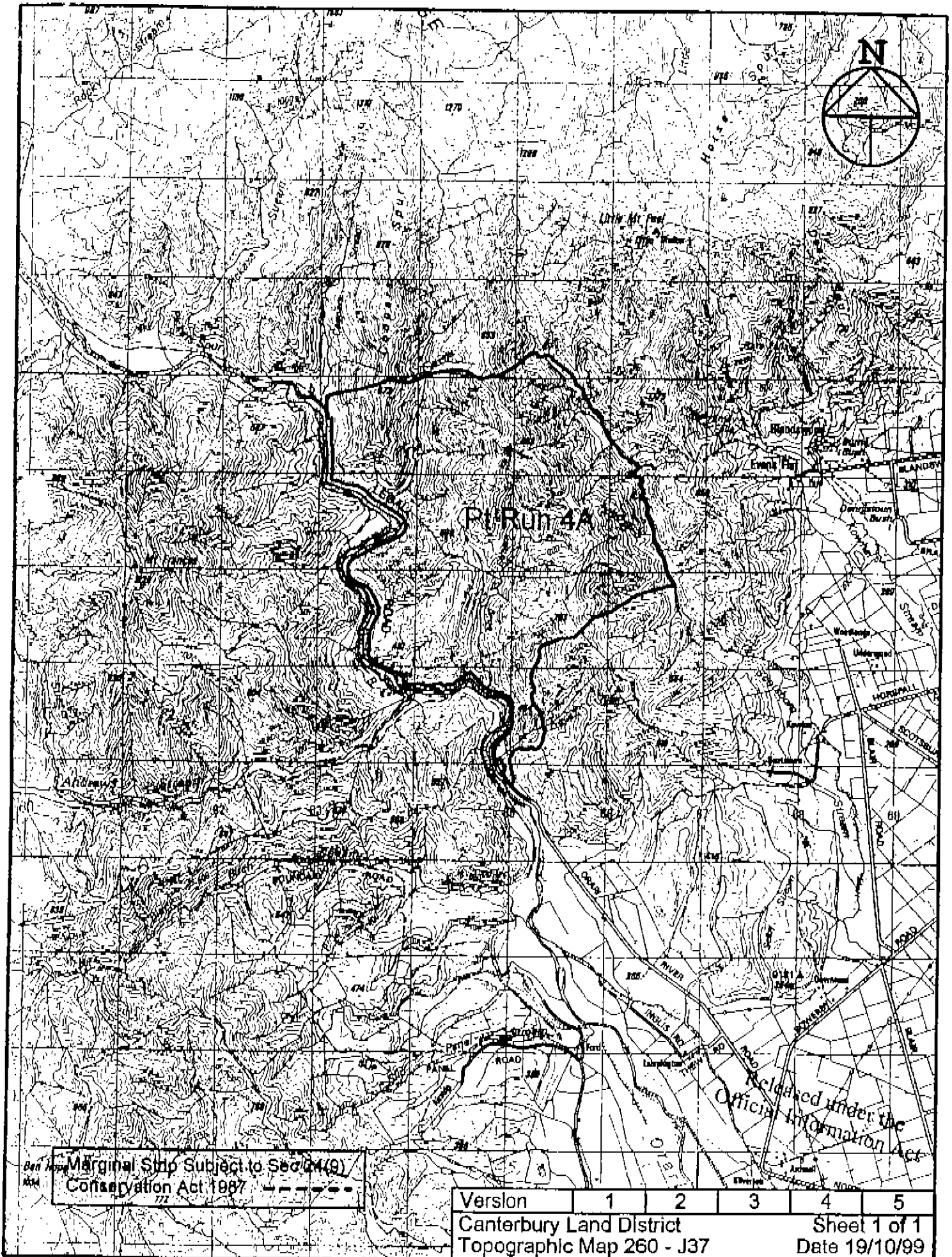
Released under the
Official Information Act

Scale 1:50000

0 500 1000 1500 2000 2500 3000 3500 4000 4500 5000 5500 6000m

RUN 4A (PT)

TERRALINK NZ LTD(Terraviva)-DCDB Data as at 01.01.99(TN) & VNZ data as at 01.05.99.Geodetic data as at 11.10.97.
Cadastral information from LINZ Digital Cadastral Database (DCDB). CROWN COPYRIGHT RESERVED.



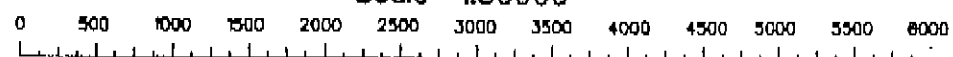
Purton 4A

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

Version	1	2	3	4	5
Canterbury Land District					Sheet 1 of 1
Topographic Map 260 - J37					Date 19/10/99

Gorge Station

Scale 1:50000



RELEASED UNDER THE
OFFICIAL INFORMATION ACT

Project Number : G 002 - 53SR - 006 YC

This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No: 50176 dated 23 September 1999 and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

LAND STATUS REPORT for The Gorge Station			LIPS Ref 12671
Property	1	of	1
Land District	Canterbury		
Legal Description	Part Run 4A, Blocks IV and VIII Four Peaks and I and III Orari Survey Districts.		
Area	875.1964 hectares		
Status	Crown land under the Land Act 1948.		
Instrument of title/lease	Balance Pastoral Lease 529/49 pursuant to Section 66 and registered under Section 83 of the Land Act 1948.		
Encumbrances	Subject to: 1 Part IVA of the Conservation Act 1987 upon disposition. 2 The reservation to the lessee of all coal existing or under the surface of the land under Section 8 of the Coal Mines Amendment Act, 1950 and to the reservation to the lessor of the power to grant coal mining rights over the land under Part I of the Coal Mines Act, 1925.		
Statute	Land Act 1948 and Crown Pastoral Land Act 1998.		

Data Correct as at	22 October 1999
(Certification Attached)	Yes

Prepared by	Don McGregor
Crown Accredited Agent	Opus International Consultants Ltd, CHRISTCHURCH

Certification:

Pursuant to section 11 (1) (i) 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

R Moulton, Chief Surveyor
 Land Information New Zealand, Christchurch


Released under the
 Official Information Act
 Date.../.../1999

OFFICIAL INFORMATION ACT

CERTIFICATION

Report to the Chief Surveyor, Christchurch, for a certification of a Status Investigation in respect to The Gorge Station.

1. Donald McGregor, Property Consultant, Opus International Consultants Ltd, certifies that the status report enclosed for certification is in order for signature.
2. In giving this certification, Donald McGregor, Property Consultant, Opus International Consultants Ltd, undertakes that the status report has been completed in compliance with all relevant policy instructions and in particular, OSG Standard 1999/05 and the Regulatory Chiefs' Land Status Investigations Guidelines 1999/01.



D McGregor
Opus International Consultants Ltd
21 October 1999

g:\don\the gorge\cert.doc

Released under the
Official Information Act

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

LAND SETTLEMENT BOARDHEAD OFFICE COMMITTEERENEWAL OF PASTORAL LEASERELEASED UNDER THE
OFFICIAL INFORMATION ACT

H.O. 26/6566

FILES

H.O.

D.O. P4

CASE NO. 83/328CANTERBURY LAND DISTRICTLESSEE

Thomas Thompson RITCHIE

LAND HELD IN LEASE

Run 4A "The Gorge" situated in Blocks IV and VIII Four Peaks and I and III Orari Survey Districts.

Area: 875.2 hectares

LOCATION

4km south east of Peel Forest Park and 6.4km east of Coopers Creek, South Canterbury.

PARTICULARS OF TENURETenure: Pastoral leaseTerm: 33 years from 1 July 1951Expires: 30 June 1984Stock Limit in Lease: 1800 sheepPresent Stock Limit:

2450 sheep (inc. 1800 b. ewes) September to June

3650 sheep (inc. 3000 b. ewes) December to March but reducing to

3000 sheep (inc. 3000 b. ewes) March to June

CROWN IMPROVEMENTS

Nil

OTHER LAND HELD

172 hectares approximately 13km away, being Sections 39A, 40A and 41A of Reserve 349 and Rural Section 38296, Blocks VIII and IX Orari Survey District - Lease in Perpetuity (LIP 245).

FIELD OFFICER'S REPORT (SPO Washbourn)General Description:

A small property lying on the southern flank of the Mt Peel Range with a south to south west cold aspect. With no workable ground, this property is marginally economic on its own. Minimal development has taken place with only basic sub-divisional fencing. There is potential for improvement but the property is liable to catch snow from the south and because of its sheltered aspect, snow can take some time to clear. Can be farmed with advantage with farm land in the near vicinity.

Released under the
Official Information Act

Land Capability:

<u>Land Class</u>	<u>Area</u>
Class VI	850 ha
Class VII	25.6 ha
Total	875.6 ha

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

Note: Areas approximate only.

Variations to Present Lease:

- 1) Basic Stock Limitation. No change recommended.
- 2) Boundary Adjustments
 - a) Run Plan - Nil
 - b) Land unsuitable for grazing. The Class VII on this property is a relatively narrow margin along the northern boundary, generally covered in bush and following the line of the Scotsburn Creek. Because of its insignificant area and relative protection by the broken land adjoining, removal is not recommended.
 - c) Public Works - Nil
 - d) Other. The legal boundary along the southern end of the south east boundary is a creek. This creek has a give and take fenced boundary sited on a practical line but not on the legal line. Rationalisation of the boundary between this and the adjoining Scotsburn pastoral lease is desirable. (See yellow on plan).
- 3) Areas to be excluded.

There are no areas identified as requiring protection as a wetland or a reserve. A Section 58 strip up the Scotsburn Creek could exclude the Class VII land mentioned above. It could be debatable whether in fact the Scotsburn is over 3 metres.

Field Officer's Recommendations:

SFO Washbourn recommends the lease over "The Gorge" be renewed for a further term subject to the following conditions:-

The stock limit shown in the lease document be shown as follows:-

not more than 1800 sheep, or 1980 (being an increase of 10% ...)

Note: SFO does not recommend that boundary rationalisation take place or that the bush be "taken" but if Section 58 strip required for the Scotsburn Creek the lessee would be agreeable to this.

CHIEF PASTORAL LANDS OFFICER'S COMMENTS: (B. CARD)

CPLO agrees with SFO's report and recommendations for renewal of P4.

DISTRICT FIELD OFFICER'S COMMENTS: (D. WEBSTER)

DFO agrees with recommendation and also with SFO's view that a conservation covenant is not essential at this stage. While highly unlikely that the bush would be deliberately destroyed, it is definitely an asset and adds to the character of the region. In event of reclassification proceeding the desirability of excluding this portion should not be lost sight of.

DFO considers the valuation to be conservative.

COMMISSIONER OF CROWN LANDS' COMMENTS:

The Chief Surveyor's reference to the exclusion of RS 83349 relates to an area of 9479 square metres which was surrendered from the lease in 1957 and which should be excluded from the diagram in the lease on renewal.

Further explanation is also required to the Chief Surveyor's comment that a plan can be compiled to amend the definition of the Scotsburn Creek. This is on the eastern boundary of the run which has been redefined following the disastrous deluge in the Scotsburn some years ago. The new definition will be adopted as the boundary of new lease and there is no problem about this. The land on the other side of the stream is a Section 58 strip.

The Chief Surveyor does not have the resources to survey all Section 58 strips before renewed leases are issued and requires provision to be made in the lease so that access is available from renewal and so that it can be defined on an opportunity basis. The wording of Recommendation 4 has been accepted on the advice of the District Solicitor.

With respect to the bush the lessee would be agreeable to it being taken as a reserve. SFO says this is too dark and cold for a conservation covenant to be necessary and is not enthusiastic about the need for a reserve. I don't necessarily accept that there is a distinction but it is a matter that can be left until reclassification, (if any), or until such time as a Section 58 strip requires to be surveyed, and it could be excluded then either as part of the Section 58 strip or as reserve or both.

Renewal recommended accordingly.

Released under the
Official Information Act

ROLL VALUATION

Date of Valuation: 1 July 1982

Valuation ref:	24640/100
Improvements:	\$ 16,000
Land Value:	\$ 237,000
Capital Value:	\$ 253,000

SPECIAL VALUATION:- 1983

Valuation Dept. for renewal 27 January 1983 (Details attached - Appendix A)
 Value of improvements \$ 51,000
 Land exclusive of improvements \$194,000
 Capital Value \$245,000

CHIEF SURVEYOR'S COMMENTS: (G. WILSON)

A plan can be compiled in terms of the original definition excluding RS 83349 SO 8981 amending as well the definition of the Scotsburn Creek as shown by SO 14629. Consideration should be given at the compilation stage to a topo plot of the north and eastern boundaries by Photogrammetric Branch H.O. to update the topo definition recorded in FB 504. Please note Section 58 clause required to be brought down onto the new pastoral lease.

PLAN: An illustrative plan of the run is attached.

RECOMMENDATIONS:

- (1) That pursuant to Section 51 Land Act 1948 the classification of the land in the above run be confirmed as pastoral.
- (2) That pursuant to Section 131 Land Act 1948 the values for renewal purposes be fixed as follows:-
 - (a) Value of Improvements \$ 51,000
 - (b) Value of Improvements included in the Rental Value \$ Nil
 - (c) Value of Land Exclusive of Improvements \$194,000
- 3) That the lease be renewed pursuant to Section 66 Land Act 1948 subject to the following conditions/provisions:-
 - (a) The annual rent for the first 11 years of the new lease based on 1.5% of 2 (c) above to be \$2,910, the rental after the initial period to be fixed at 2.25% (with separate 1/9th) of the then LEI and rent to be subject to 11 year reviews.
 - (b) The stock limit to be shown in the lease document be set as follows:-
 not more than 1800 sheep, or 1980 (being an increase of 10% ...).
- (4) That the renewed lease include a mutual covenant that a strip of land not less than 20 metres in width along the banks of all rivers and streams is excluded from the lease pursuant to Section 58 of the Land Act 1948. (This includes a strip along the true right bank of the Scotsburn Creek).

DECISION:

Approved

HOC 83/328 of 6/10/83

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

RECEIVED
20 FEB 1989
by _____

OFFICE

13 February 1988

The Gorge P4 - Boundary Fencing

Following a request from the lessee of P4 I inspected the boundary with Scotsburn on the 10 February. Following the 1988 floods the creek that formed a partial natural boundary was washed out and now is passable to stock in various places. In addition to the creek, that fencing that does exist is now in a poor state of repair. Consequently since 1988 stock trespass has become a problem.

The lessees do not get on with each other and some difficulty has arisen in coming to agreement as regards fencing the boundary.

It is obvious that a new fence is required and it would be foolish to fence up the present (legal) boundary (in the creek).

From my inspection it is reasonably clear that a new fence (approximately 2 km) could be erected without major soil disturbance that would be safe from wash out. The line would involve an exchange of land (see attached plan).

The exchange would be minimal and would roughly equate for both lessees. I would support such a proposal. As to whether or not this needs formalisation I am unsure. Practically I see no need but technically there would be a requirement.

Prior to any further action being required it will be up to the lessees to agree on a line. At present it would seem that the lessee of The Gorge will serve notice under the Fencing Act on the lessee of Scotsburn to have the fencing done.

I feel that Landcorp should not be involved in this dispute at this stage. No soil disturbance has or is likely to take place and the line proposed is a good practical line.

I intend to speak to the lessee of Scotsburn shortly and will broach the matter generally to him.

TB Hood
TB HOOD
Consultant

*This will require Lands Dept
consent once line is agreed
upon*

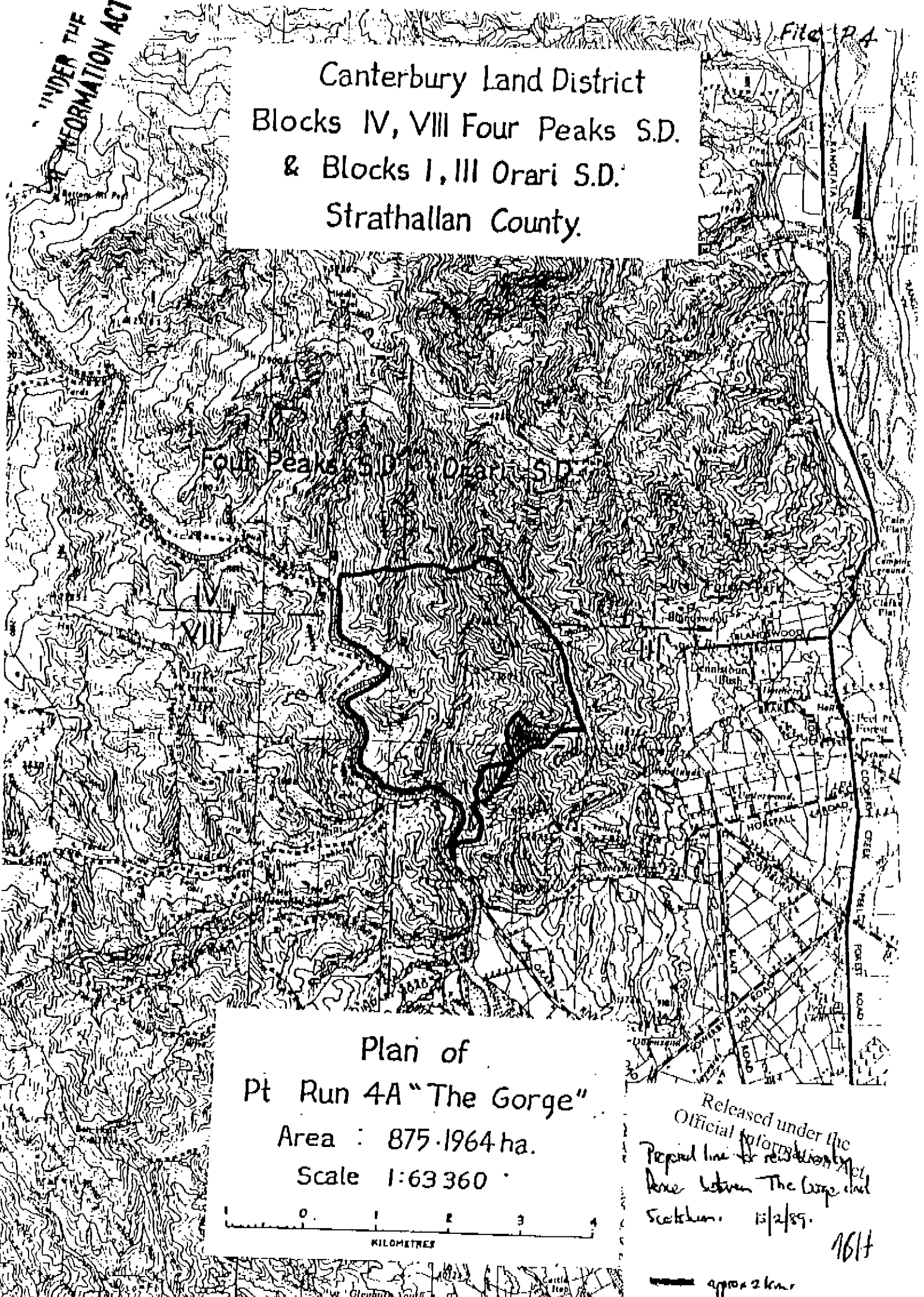
[Signature]
21/2/89.

Released under the
Official Information Act

UNDER THE
INFORMATION ACT

File 2A

Canterbury Land District
Blocks IV, VIII Four Peaks S.D.
& Blocks I, III Orari S.D.
Strathallan County.



Four Peaks S.D. Orari S.D.

Plan of
Pt Run 4A "The Gorge"
Area : 875.1964 ha.
Scale 1:63 360



Released under the
Official Information Act
Proposed line for revision
Area between The Gorge and
Sketches. 15/2/89.

1614

approx 2km
A. J. C. 11

Track through Scotburn:

Fines Hugh dont want stock going through his property.
Agreeable for 400 acres, as long as nothing Fines.

Boundary fence with Scotburn:

At some stage would like to action, possibly via cattle on
the way to The Gorge.

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

Released under the
Official Information Act

UNDER THE
OFFICIAL INFORMATION ACT

RECEIVED
20 FEB 1989
by _____

OFFICE

13 February 1989

The Gorge P4 - Boundary Fencing

Following a request from the lessee of P4 I inspected the boundary with Sootsburn on the 10 February. Following the 1988 floods the creek that formed a partial natural boundary was washed out and now is passable to stock in various places. In addition to the creek, that fencing that does exist is now in a poor state of repair. Consequently since 1988 stock trespass has become a problem.

The lessees do not get on with each other and some difficulty has arisen in coming to agreement as regards fencing the boundary.

It is obvious that a new fence is required and it would be foolish to fence up the present (legal) boundary (in the creek).

From my inspection it is reasonably clear that a new fence (approximately 2 km) could be erected without major soil disturbance that would be safe from wash out. The line would involve an exchange of land (see attached plan).

The exchange would be minimal and would roughly equate for both lessees. I would support such a proposal. As to whether or not this needs formalisation I am unsure. Practically I see no need but technically there would be a requirement.

Prior to any further action being required it will be up to the lessees to agree on a line. At present it would seem that the lessee of The Gorge will serve notice under the Fencing Act on the lessee of Sootsburn to have the fencing done.

I feel that Landcorp should not be involved in this dispute at this stage. No soil disturbance has or is likely to take place and the line proposed is a good practical line.

I intend to speak to the lessee of Sootsburn shortly and will broach the matter generally to him.

TB Hood
TB HOOD
Consultant

Released under the
Official Information Act
This will require
consent once line is agreed
upon
[Signature]
21/2/89

Canterbury Land District
 Blocks IV, VIII Four Peaks S.D.
 & Blocks I, III Orari S.D.
 Strathallan County.

RELEASED UNDER THE
 OFFICIAL INFORMATION ACT

Four Peaks S.D. Orari S.D.

Plan of
 Pt Run 4A "The Gorge"

Area : 875.1964 ha.

Scale 1:63 360



Released under the
 Official Information Act

Proposed line for new boundary
 Area between The Gorge and
 Scottish. 15/2/89.

1614

approx 2 km
 Area to Scottish
 Area to The Gorge

