

## **Crown Pastoral Land Tenure Review**

**Lease name : THE GRAMPIANS**

**Lease number : PT 022**

### **Due Diligence Report (including Status Report) - Part 1**

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

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

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

February

06



**New Zealand**  
International Property Advisers

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

**File Ref:** Pt 022 The Grampians

**Report No:** R2111

**Report Date:** 2 April 2002

**LINZ:** CON/50268/09/12682/A-ZNO

**Office of Agent:** Timaru

**LINZ Case No:** 02/

**Date sent to LINZ:** 4 April 2002

TR02/394

### RECOMMENDATIONS

1. That the Commissioner of Crown Lands or his delegate **note** this Due Diligence Report which has been prepared in accordance with the Pre Tenure Review Assessment Standard;
2. That the Commissioner of Crown Lands or his delegate **note** the following incomplete actions which require action by the Manager Crown Property Contracts;

- 2.1 Several roads that exist as Local Body formed roads do not necessarily follow the formation. In particular are the following which can be seen on the Status Report Plan:
  - (a) Hakataramea Pass Road. A relatively new road (last 15 years) was formed parallel to the Snow River but is some distance from the legal road shown.
  - (b) Hakataramea Pass Road. Following heavy flooding in 1986 part of the road was reformed on a different line and does not necessarily follow the legal route beside Dalgety Stream south of the Hakataramea Pass.

- 3 That the Commissioner of Crown Lands or his delegate **note** the following matter which may require action by the Manager Crown Property Contracts;


- 3.1 A private transmitter may be sited on the Dalgety Range (pers comm) that may require further investigation.

- 3.2 The lease was extended from the last day of July 1984 rather than the first day of July 1984. This is an error in preparation of the renewal document and means that the lease through error is not continuous since commencement on 1 July 1951.

Signed for DTZ New Zealand Limited

R A Ward-Smith Manager - Timaru

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

Name:  GRANT KASPER WEBLEY  
Date of decision: 18 / 4 / 02

**1. Details of lease:**

**Lease Name:** The Grampians  
**Location:** Mackenzie Basin, South Canterbury  
**Lessee:** Ian Gerald Christopher Kerr, Andrew Norman Hope and John Murray Crotty 3/8<sup>th</sup> share, Nicolas Pellew Chapman, Christopher Dan Williams and George Arthur Northcote 1/3<sup>rd</sup> share, Joan Measures 1/12<sup>th</sup> share, Robert John Smallbone and Frances Anne Smallbone 1/24<sup>th</sup> share, William Peter Marshall Humphreys 1/24<sup>th</sup> share, Rosemary Humphreys 1/24<sup>th</sup> share, William James Langley Humphreys 1/24<sup>th</sup> share and Peter John Hope 1/24<sup>th</sup> share.  
**Tenure:** Pastoral Lease under the Land Act 1948  
**Term:** 33 years from 1 July 1951 then extended for 33 years commencing on the last day July 1984.  
**Annual Rent:** \$6,637.50 plus GST  
**Rental Value:** \$295,000.00  
**Date of Next Review:** 1 July 2006  
**Land Registry Folio Ref:** CB529/50  
**Legal Description:** Run 252 'The Grampians', and Part Run 253 'Whalesback' situated in Blocks XIII, XIV, XV & XVI Burke, Blocks I, II, III, IV, V, VI, VII, X, XI, XIV & XV Mackenzie and Blocks II & III Dalzell Survey Districts.  
**Area:** 16,057 hectares (subject to survey)

**2. File Search**

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
<i>Pt 022</i>		<i>313</i>	<i>3 July 1984</i>		<i>10 November 1993</i>

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
<i>Pt 022</i>			<i>10 November 1993</i>		<i>30 June 2000</i>

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
<i>CON/50213/09/12682/A-ZNO</i>			<i>1 July 2000</i>		<i>Current File</i>

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
<i>Pt 022</i>	<i>I</i>	<i>1</i>	<i>7 February 1910</i>	<i>207</i>	<i>28 July 1948</i>

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
<i>Pt 022</i>	<i>II</i>	<i>1</i>	<i>September 1948</i>	<i>202</i>	<i>November 1975</i>

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
<i>Pt 022</i>	<i>IV</i>	<i>203</i>	<i>January 1976</i>	<i>312</i>	<i>3 July 1984</i>

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
<i>CON/50268/09/12682/A-ZNO</i>			<i>11 September 2001</i>		<i>Current File</i>

File Reference	Volume	First Folio Number	Date	Last Folio Number	Date
<i>5200/D13/T05-1-DNO</i>			<i>28 June 1995</i>		<i>28 February 1997</i>

### 3. Summary of lease document:

#### Terms of lease

Pastoral Lease for a term of 33 years from 1 July 1984 and extended for 33 years commencing on the last day of July 1984 pursuant to Section 66 and as registered under Section 83 Land Act 1948. It is noted that the lease was extended from the last day of July 1984 rather than the first day of July 1984. This is an error in preparation of the renewal document.

The lease contains the normal terms and conditions of pastoral lease.

#### Area adjustments

Incorporations and surrenders have been reconciled with original metric area shown on the certificate of lease. This is the same as shown in the database and file records.

#### Registered interests

- 1 Variation of the terms of the lease and extension of the term for 33 years commencing on the last day of July 1984 registered 26 November 1991. See note above regarding extension date.
- 2 Document 199880.2 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 registered 16 October 1995. A copy is appended to the Status Report on file.

#### Unregistered interests

None known.

### 4. Summarise any Government programmes approved for the lease:

Rabbit and Land Management Programme and registered as the Land Improvement Agreement. The programme developed in 1992 proposed the following programme:

Pest Control 41% with follow up pest control 10%, rabbit netting of fences 19%, scrub removal 1%, restoring depleted land by oversowing 27% and grazing capacity assessment 2%. The total estimated cost of the programme being approximately \$456,063 with the Ministry of Agriculture and Fisheries (MAF) and the Canterbury Regional Council (CRC) contributing 74%, and the Land holder 26% through contributions and rates. It is noted that the programme is more diverse than most so as to enhance the pastoral grazing regime.

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

The Land Status report signed by the Chief Surveyor on 29 January 2002 showed the status of the land as Crown Land subject to the Land Act 1948. It showed the encumbrances being the Land Improvement Agreement as set out above. Minerals remain with the Crown. The area and legal description are as shown above.

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

The Grampians is located on the south-eastern flank of the Mackenzie Basin. The bounding pastoral lease properties include Curraghmore, Streamlands and Kirkliston to the southwest, Mt Dalgety to the east, Glenrock to the north and Grays Hills to the northwest. The freehold properties of Taihoe and Round Hill are to the south. The property bounds Grays River along its northwestern boundary, Mackenzie River to the north, and Snow River and Dalgety Stream to the east through the Hakataramea Pass.

Haldon Road, Mackenzie Pass Road and the Hakataramea Pass Road give access to the property. There is legal access from each of these roads with Haldon Road providing the main arterial access being 50 km southwest from Fairlie State Highway 8.

The land varies greatly from flat stream terraces and undulating terrain, to steeper higher altitude regions particularly in the land among the Grampian Mountains and Dalgety Range.

Freehold paddocks and cultivated land is encompassed at the northern end of the run. The homestead (freehold) block borders the western boundary and neighbouring Curraghmore Run, in close proximity to Haldon Road.

The boundary fence is on or very close to the legal boundaries as shown, except in the south where it adjoins Taihoe. At renewal it was suggested that about 165 ha that is farmed with Taihoe should be surrendered out of the lease. It was not followed up and no commitment entered into.

## **7. Details of any neighbouring Crown or conservation land**

There is no Conservation land within the boundaries of the pastoral lease as advised by Robert Cant, DGC's Delegate, from Department of Conservation, 21 January 2002. However Conservation land does adjoin the property.

One is an area surrendered out of Mount Dalgety, which adjoins the eastern boundary of Part Run 253. This area is considered a Stewardship Area and is subject to Section 62 Conservation Act 1987. The other is a Local Purpose Reserve subject to Reserves Act 1977 (R 4612) vested in

Environment Canterbury for the purpose of the Rabbit Board buildings. This adjoins the property alongside Haldon Road on the western boundary.

A small area, which appears to be Crown Land, being R3827 on SO 4908 is located on Haldon Road 500 metres north of R4612 shown above. These two areas are both occupied by the Grampians

**8. Summarise any uncompleted actions or potential liabilities:**

1. A DC main line of power pylons runs across the western end of the Grampians Run. There is no easement registered with Transpower NZ Limited, therefore protection is afforded pursuant to Section 22 Electricity Act 1992.
2. Other Electric power conductor lines cross the lease. There is no easement registered with Transpower NZ Limited or other Transmission Company, therefore protection is afforded pursuant to Section 22 Electricity Act 1992.
3. No formal easement exists for Telecom NZ Limited for existing lines; therefore protection is afforded through Section 20 Telecommunications Act 1987.
4. Matters to be discussed with the lessees post renewal (letter dated 28/2/86, copy appended):
  - (a) Protection of *Cotula intermedia* 0.5 ha approx. There is no conservation covenant registered to suggest any formal protection.
  - (b) Boundary Adjustments:
    - i. Surrender and incorporate into Lot DP7997-8001. (Small & PGG owned adjoining land) areas A & C (165 ha).
    - ii. Incorporate into the lease area B (21 ha) part of Lot 4.
    - iii. Incorporate into the lease area D(18 ha), part of Glenrock. Later found to not be required.
  - (c) Protected Natural Areas Programme areas 19, 3 and 6 respectively 100 ha, 480 ha, and 450 ha.
  - (d) Protection of Wetland Area.

None of these matters was concluded, however they were not commitments and do not represent a liability to the Crown. They can be considered under tenure review.

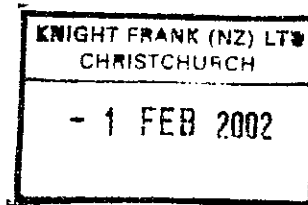
5. A private transmitter may be sited on the Dalgety Range (pers comm). No indication on the plan or easement indicating there is one.
6. Several cadastral roads do not exist as a formation, and several that do exist as Local Body formed roads do not necessarily follow the formation. In relation to the latter are the following:
  - (a) Hakataramea Pass Road. A relatively new road (last 15 years) was formed parallel to the Snow River but is some distance from the legal road shown.
  - (b) Hakataramea Pass Road. Following heavy flooding in 1986 part of the road was reformed on a different line and does not necessarily follow the legal route beside Dalgety Stream south of the Hakataramea Pass.

## **APPENDICES**

- 1 Copy of Land Status Report**
- 2 Copy of Certificate of Lease**
- 3 Copy of Lease Renewal Offer dated 28 February 1986**
- 4 Copy of Plan showing references in the above letter**



## Appendix 1



Your Ref : Contract 50268  
Our Ref : CH 987

01 February 2002

Knight Frank (NZ) Ltd  
Land Resources Division  
PO Box 142  
**CHRISTCHURCH**

**Attention : Mr Geoff Holgate**

Level 4, Knight Frank House  
76 Cashel Street  
PO Box 142  
Christchurch  
+64 (0) 3 379 9787  
+64 (0) 3 379 8440 fax

christchurch@knightfrank.co.nz  
www.knightfrank.co.nz

Dear Sir

**STATUS INVESTIGATION - PASTORAL TENURE REVIEW  
CONTRACT 50268**

Attached as required under the terms of the contract;

- Status Check Report
- One colour photocopy of the plan (2 sheets)
- One original colour plan (2 sheets),

for pastoral run "The Grampians" located in the Canterbury Conservancy and Canterbury Land District.

Please acknowledge receipt by facsimile, of the status check and plan to my attention at this office, thankyou.

Yours faithfully  
**Knight Frank (NZ) Limited**

**Peter M King**  
**Crown Accredited Supplier**

Encl.

**KNIGHT FRANK (NZ) LIMITED****Appendix A**

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

<b>LAND STATUS REPORT for THE GRAMPIANS</b>				<i>[LIPS ref.12682]</i>
<b>Property</b>	<b>1</b>	<b>of</b>	<b>2</b>	

<b>Land District</b>	Canterbury
<b>Legal Description</b>	Run 252 and Part Run 253 Blocks XIII, XIV, XV & XVI Burke, Blocks I, II, III, IV, V, VI, VII, X, XI, XIV & XV Mackenzie and Blocks II & III Dalzell Survey Districts.
<b>Area</b>	16057.0000 hectares (Subject to survey)
<b>Status</b>	Crown Land subject to the Land Act 1948.
<b>Instrument of lease</b>	Balance Computer Interest Register CB529/50 pursuant to section 66 and as registered under section 83 of the Land Act 1948 as renewed by document 966886.1.
<b>Encumbrances</b>	Land Improvement Agreement pursuant to section 30A Soil Conservation and Rivers Control Act 1941 No. A199880.2
<b>Mineral Ownership</b>	Minerals remain with the Crown as the land has never been alienated since its acquisition for settlement purposes, from the former Maori owners under the Kemp purchase 1848.
<b>Statute</b>	Land Act 1948 & Crown Pastoral Land Act 1998.

<b>Data Correct as at</b>	07 January 2002
<b>[Certification Attached]</b>	Yes

<b>Prepared by</b>	Peter M King
<b>Crown Accredited Supplier</b>	Knight Frank (NZ) Limited

**KNIGHT FRANK (NZ) LIMITED****Appendix B**

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

<b>LAND STATUS REPORT for THE GRAMPIANS</b>				[LIPS ref. 12682]
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<b>Statute</b>	Land Act 1948 & Crown Pastoral Land Act 1998.

<b>Data Correct as at</b>	07 January 2002
<b>[Certification Attached]</b>	Yes

<b>Prepared by</b>	Peter M King
<b>Crown Accredited Supplier</b>	Knight Frank (NZ) Limited

**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*

Date *29* / *1* / 2002

R Moulton, Chief Surveyor  
Land Information New Zealand, Christchurch



File Reference : CH 985

Level 4, Knight Frank House

76 Cashel Street

PO Box 142

Christchurch

+64 (0) 3 379 9787

+64 (0) 3 379 8440 fax

christchurch@knightfrank.co.nz

www.knightfrank.co.nz

## CERTIFICATE OF AUTHORISATION

(Crown Land subject to the Land Act 1948)

**PROPERTY ADDRESS:**      **"THE GRAMPIANS"**  
                                 **HALDON ROAD**  
                                 **BURKES PASS**  
                                 **CANTERBURY LAND DISTRICT**

### ASSURANCE

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

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

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

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

A large, stylized handwritten signature in black ink, appearing to read "Peter M King".

Peter M King  
Crown Accredited Supplier

Date: 07 January 2002

*THE GRAMPIANS Property 1 of 2*

<p><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></p>	<p>File P005 folio 341 renewal proposal dated 1985, notes certain comments relating to ratification of the Haldon Road boundary frontage and "PNA" protected natural areas. No further promotion of these situations has occurred.</p> <p>An existing DC main line of power pylons (Benmore-Haywards A Line ) ECNZ SO 17363 (1987) run, across the western end of the Grampians run.</p> <p>No formal easement exists with Transpower New Zealand Ltd, therefore protection is afforded pursuant to section 22 Electricity Act 1992.</p> <p>Several cadastral roads donot exist as a formation and those that do exist donot necessarily follow the formation.</p>
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<b>LAND STATUS REPORT THE GRAMPIANS</b>				[LIPS ref 12682]
<b>Property</b>	<b>1</b>	<b>of</b>	<b>2</b>	

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

<b>Property</b>	<b>1</b>	<b>of</b>	<b>2</b>	
SDI Print Obtained				Yes
NZMS 261 Ref				I38 & I39
Local Authority				Mackenzie/Waimate District Council
Crown Acquisition Map				Kemp Purchase 1848
SO Plan				SO 14003 (1976) & 14020 (1976)
Relevant Gazette Notices				NZ gazette 1970 page 13 (for road)
CT Ref / Lease Ref				Balance CIR CB529/50 (1954)
Legalisation Cards				No card located for SO 10098 (for road)
CLR				N/A
Allocation Maps (if applicable)				SOE - SO 17056 (I38) no overlaps SO 17057 (I39) DoC - SO 17107 (I38) no overlaps SO 17108 (I39)
Rating Ref - if known				All assessment 25300/07500 Mackenzie All assessment 25170/11600 Waimate
Crown Grant Maps				Mackenzie (1881) Burke (1880) Dalzell (1881)
If Subject land Marginal Strip:				No subject provision for section 58 of the Land Act 1948 on lease CB529/50 and or SO 14003 and 14020.
a) Type [Sec 24(9) or Sec 58]				
b) Date Created				N/A
c) Plan Reference				N/A

<b>LAND STATUS REPORT THE GRAMPIANS</b>				[LIPS ref 12682]
<b>Property</b>	<b>1</b>	<b>of</b>	<b>2</b>	

**Research – continued**

<b>Property</b>	<b>1</b>	<b>of</b>	<b>2</b>	
If Crown land - Check Irrigation Maps.				N/A
Mining Maps				No interest recorded National Mining Index.
<b>If Road</b> a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989  b) By Proc  c) Plan				a) Crown Grant and Section 110A Public Works Act 1928.  b) GN 786330  c) Topo Plan 2T (1880), 30T (1879), 31T (1880), SO 99 & 100 (1910), 2722 & 2724 (1878), 2934 & 2935 (1881), 4023, 4024 & 4026 (1882), 10098 (1970)
<b>Other Relevant Information</b> a) Concessions - Advice from DOC or Knight Frank.  b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998 or Northern South Island Regional Landbank.  c) Mineral Ownership				a) There are no DoC concessions and or no current Recreation Permits.  b) Subject to Part 9 of the Ngai Tahu Claims Settlement Act 1998.  c) Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the Kemp Purchase (1848).  Contained in [provide evidence]: Formerly; Run 74 (Whalesback), PR 327 (1912), Run 72A (Grampians No.2), PR 324 (1912) and Run 64 (Grampian Hills) PR 280 (1907) are the earliest leases available in the Land Titles Office after Canterbury gazette 1867 page 157, confirmation of runs under the Canterbury Land Regulations.
d) Other Info				d) N/A



## Appendix 2



# COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952



Search Copy

R. W. Muir  
Registrar-General  
of Land

Identifier **CB529/50**  
Land Registration District **Canterbury**  
Date Registered 23 September 1954 10:24 am

Type	Area	Term
Lease under s83 Land Act 1948	16057.0000 hectares more or less	Thirty-three years commencing on the 1st day of July 1951 and extended for 33 years commencing on the last day of July 1984

**Legal Description** Run 252 and Part Run 253

## Proprietors

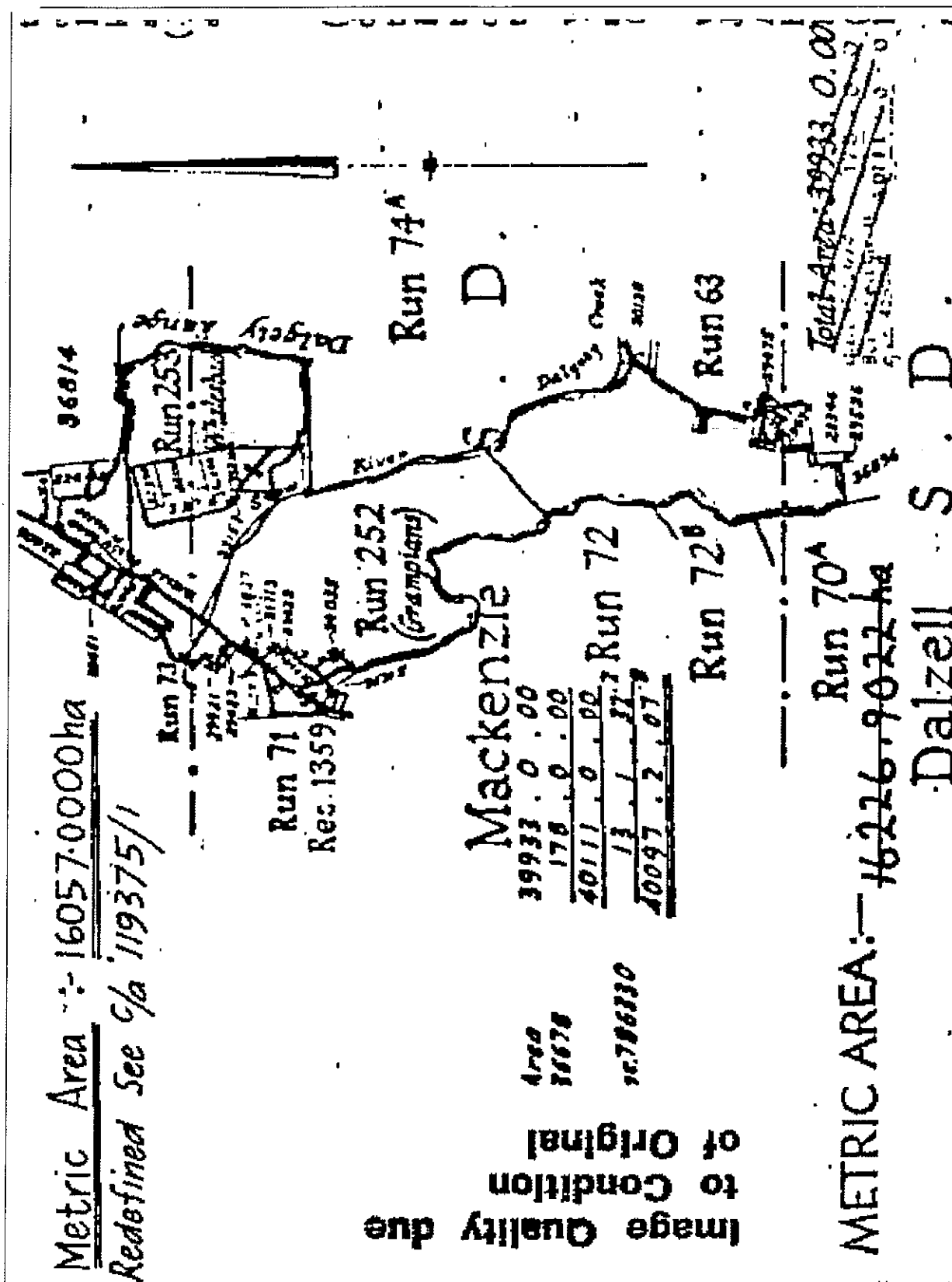
Ian Gerald Christopher Kerr, Andrew Norman Hope and John Murray Crotty as to a 3/8 share  
Nicholas Pellew Chapman, Christopher Dan Williams and George Arthur Northcote as to a 1/3 share  
Joan Measures as to a 1/12 share  
Robert John Smallbone and Frances Anne Smallbone as to a 1/24 share  
William Peter Marshall Humphreys as to a 1/24 share  
Rosemary Humphreys as to a 1/24 share  
William James Langley Humphreys as to a 1/24 share  
Peter John Hope as to a 1/24 share

## Interests

966886.1 Variation of the terms of the within lease and extension of the term for 33 years commencing on the last day of July 1984 - 26.11.1991 at 11.01 am  
A199880.2 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 16.10.1995 at 1.40 pm

ntifier

CB529/50



- (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, 1918) 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 adjacent land of the Crown, subject to the payment to the Lessee of compensation for all damage done to improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals:
- Provided that there shall be no right of way over, or right to work, extract, or remove any mineral from, any part of the said land which is for the time being under crop or used or situated within 50 yards of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any building:
- Provided also that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, household, roadmaking, or building purposes on the said land, but not otherwise.
- (c) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter at the expiration of each succeeding term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 56 (3) of the Land Act, 1948, a new lease of the land hereby leased at a rent to be determined in the manner prescribed by Part VIII of the said Act for a term of thirty-three years computed from the expiration of the term hereby granted and subject to the same covenants and provisions as this lease, including this present provision for the renewal thereof and all provisions ancillary or in relation thereto.

(4) THAT the License may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary, —

- 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.

S. 14. (5) 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 assignment of the said Settlement land or the Commissioner, as the case may be, or make default for not less than two months in the payment of rent, water levy, or other payments due to the Lessee, then the said Settlement Board may, subject to the provisions of section 116 of the Land Act, 1948, declare this lease to be forfeit, and that without discharging or releasing the Lessee from liability for rent due or accruing due or for any prior breach of any covenant or condition of the lease.

(d) THAT these provisions are intended to take effect as a pastoral loan under the Land Act, 1934, and the provisions of the said Act and of the regulations made thereunder applicable to such loans shall be binding in all respects upon the parties hereto in the same manner as if each provisions had been fully set out herein.

~~and shall be binding in all respects upon the parties hereto in the same manner as if each provision had been fully set out herein.~~

~~\*{f) THAT the lessee shall have no right to remove or dispose of the sheep carrying capacity of the land, or to have overstocked, so long as the number of sheep depastured on the said land does not exceed 9000 (being an increase of ten percent on the carrying capacity on which is based the rent payable hereunder), nor shall he be permitted to depasture thereon any greater number; but the Commissioner may by notice in writing permit the lessee to depasture thereon any greater~~

~~number should he deem it advisable or expedient so to do. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.~~

**Center:**

on behalf of the Lessor, hath hereunto set his

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

Occupation: Land Office Clerk

Address: Chorishov!

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

Occupation: Laicite

Address : London

Signed by OWEN MORLEY HOPE in the presence of:-

**Witness:**

Occupation: V. Miner

Address: *Christchurch*

Signed by SELBYN PETER HOPE in the presence of:-

**Witness:**

Occupation: Accountant

Address: *London*

S. Peter. Hoff  
LANGE

405259 berichtigt of Alteration adding to the  
within license part R.S. 36678 containing 17 acres  
and bordered green hereon without alteration to the  
Rental value and annual rent entered 23 September  
1954 at 10.25 per acre  
B. G. ...

LAND & DEEDS  
 Nature: *Gift*  
 Firm: *B. G. L.*  
 23 SEP 1954  
 Time: *10 2nd*  
 Fee: & *1.15*  
 Abstract No. *5841*

[illegible]

Assistant. Commissioner of Crown Lands

Norman Hope

sample taken at the initial. Lichen P.  
 Hops. to  
 small lichen Hops. wife of the said a  
 later Hops, small, John Hops of London  
 continued, John measures of Mawell  
 Hops married woman and Rosina  
 Humphreys wife of George Humphreys,  
 of Liverstone. Lichen produced 15.3.11  
 12.00 one.

654593. Chapter 1, Section 1, whereby the description of the within land is contained in the original plat produced to me. *James H. [Signature]* 19\_\_ at \_\_\_\_ Assistant Land Registrar

no. 234483 change of classification under the description of plant of the western Run 252 and Part R.S. 36678 changed to Run 252 ("The Grange" - S.W. 1/4 at 1231 pm) *Donner*

No. 786330 Gazette Notice declaring lands herein to be  
road (13 acres 1 rood 22.2 perches) on 27. 1. 1980 at 11.30

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.

OVER

Department: .....

Subject

Section: .....

File No. ....

Date

**NOT TO BE USED FOR SEARCHING**

To—

Transfer 397186/2 should be read as

Joan Measures  $\frac{1}{12}$  shareDavid Hope  $\frac{1}{12}$  shareRosemary Humphreys  $\frac{1}{12}$  share

Jeffrey Michelmore } jointly interse as to

Rosemary Humphreys } a  $\frac{1}{12}$  share.

William James Langley Humphreys }

The current proprietorship as at 25/3/93 is —

BF A182554/2

✓ Ian Gerald Christopher Kerr }  
 x Andrew Norman Hope }  
 x John Murray Crotty }

jointly as to a  $\frac{3}{8}$  share $\frac{9}{24}$ 

x Nicholas Pellew Chapman }  
 x Christopher Den Williams }  
 x George Arthur Northcote }

jointly as to a  $\frac{1}{3}$  share $\frac{8}{24}$ ✓ Joan Measures —  $\frac{1}{12}$  share $\frac{2}{24}$ ✓ William Peter Marshall Humphreys —  $\frac{1}{24}$  share $\frac{1}{24}$ x Rosemary Humphreys —  $\frac{1}{24}$  share $\frac{1}{24}$ ✓ William James Langley Humphreys —  $\frac{1}{24}$  share. $\frac{1}{24}$ x Peter John Hope —  $\frac{1}{12}$  share. $\frac{2}{24}$  $\frac{24}{24}$

## RELEASED UNDER THE OFFICIAL INFORMATION ACT

119375/1 Certificate of alteration under Section 113 Land Act 1948 decreasing the area to 16,057 hectares following redefinition. The description is now Run 252 (The Grampiana) and Pt Run 253 (back) - 4.3.1977 at 9.01 am. *E. Fraser*  
L.R.

No 323447/4 Correction of Name of one of the above proprietors David John Hope to David Hope - 5.5.1981 at 10.26 am. *E. Fraser*  
A.L.R.

Transmission 323447/5 of the share of Owen Morley Hope to Hugh John Dyke Acland of Mount Peel, Sheepfarmer and George Palmer Chapman of Timaru, Solicitor as Executors - 5.5.1981 at 10.26 am. *E. Fraser*  
A.L.R.

Transmission 323447/10 of the share of Andrew Norman Hope and Edward Hamilton McArthur to the said Andrew Norman Hope as Survivor - 5.5.1981 at 10.26 am. *E. Fraser*  
A.L.R.

Transmission 323447/11 of the share of Henry Norman Hope to Andrew Norman Hope of Albury, Farmer and George Palmer Chapman of Timaru, Solicitor as Executors - 5.5.1981 at 10.26 am. *E. Fraser*  
A.L.R.

Transmission 323447/12 of the share of George Palmer Chapman and Hugh John Dyke Acland to the said George Palmer Chapman as Survivor - 5.5.1981 at 10.26 am. *E. Fraser*  
A.L.R.

Mortgage 323447/13 of the Rural Banking and Finance Corporation of New Zealand - 5.5.1981 at 10.26 am. *E. Fraser*  
A.L.R.

Transmission 397186/1 of the interest of Cecile Palmer Hope to Joan Measures of Nairobi, Kenya, Married Woman, David Hope, formerly of London, Contractor now of Bowen, Queensland, Australia, Gardener and Rosemary Humphreys (now) of County of Devon, Married Woman as Survivors - 19.8.1982 at 10.00 am. *E. Fraser*  
for A.L.R.

Transfer 397186/2 of their share Joan Measures, David Hope and Rosemary Humphreys to Joan Measures abovenamed, to David Hope abovenamed, to Rosemary Humphreys abovenamed and to Jeffrey Michelmores of the County of Devon, Solicitor, Rosemary Humphreys abovenamed and William James Langley Humphreys of the County of Devon, Farmer as tenants in common in equal shares - 19.8.1982 at 10.00 am. *E. Fraser*  
for A.L.R.

Transfer 429178/1 of their share Andrew Norman Hope and George Palmer Chapman To the said Andrew Norman Hope, above-named - 14-4-1983 at 10.14a.m. *E. Fraser*  
for A.L.R.

Transfer 429178/2 of his share Andrew Norman Hope to Ian Gerald Christopher Kerr of Lincoln, Management Officer and the said Andrew Norman Hope, above-named - 14-4-1983 at 10.14am. *E. Fraser*  
for A.L.R.

Transfer 429178/3 of his share George Palmer Chapman to Ian Reid Salmond of Wellington, Company Director and Nicholas Pellew Chapman of Christchurch, Barrister and the said George Palmer Chapman above-named - 14-4-1983 at 10.14am. *E. Fraser*  
for A.L.R.

Transmission 906311/1 of the share of George Palmer Chapman, Ian Reid Salmond and Nicholas Pellew Chapman to Ian Reid Salmond and Nicholas Pellew Chapman both abovenamed as Survivors - 17.11.1990 at 11.35am. *E. Fraser*  
for A.L.R.

No.966886/1 Variation of the terms of the within lease and extension of the term for 33 years commencing on the last day of July 1984 - 26.11.1991 at 11.01am. *E. Fraser*  
for A.L.R.

Transfer 996269/1 of 1/2 of his 1/12 share David Hope to William Peter Marshall Humphreys of Rotorua, Hotelier - 28.5.1992 at 11.28am (Filed under No. 513374/2) *E. Fraser*  
for A.L.R.

Transfer 996269/2 of 1/2 of his 1/24 share David Hope to Andrew Norman Hope of Albury, Farmer and Ian Gerald Christopher Kerr of Lincoln, Management Officer - 28.5.1992 at 11.28am. *E. Fraser*  
for A.L.R.

Transfer 996269/3 of 1/2 of his 1/48 share David Hope to Andrew Norman Hope of Albury, Farmer and Ian Gerald Christopher Kerr of Lincoln, Management Officer - 28.5.1992 at 11.28am. *E. Fraser*  
for A.L.R.

Transfer A19443/1 of his share David Hope to to Andrew Norman Hope of Albury, Farmer and Ian Gerald Christopher Kerr of Lincoln, Management Officer - 16.10.1992 at 11.52am. *E. Fraser*  
for A.L.R.

Transfer A43845/1 of one half of her 1/12th share Rosemary Humphreys to William James Langley Humphreys of Teigngrace, County of Devon, England, Farmer - 25.3.1993 at 2.50pm. *E. Fraser*  
for A.L.R.

CONTINUED OVER



529/50

*by*  
Transfer A43845/2 of their share ~~acquired by Transmission~~ Jeffrey  
M. Imore, Rosemary Humphreys and William  
James Langley Humphreys to Peter John Hope  
of Hawarden, Farmer - 25.3.1993 at 2.50pm

*[Signature]*  
for A.L.R.

Transfer A182554/2 of all of their 3/8  
shares Andrew Norman Hope and Ian Gerald  
Christopher Kerr to the said Ian Gerald  
Christopher Kerr and Andrew Norman Hope and  
John Murray Crotty of Christchurch,  
Salesman - 10.7.1995 at 3.25pm

*[Signature]*  
for A.L.R.

Transmission A182554/3 of the 1/3 share of  
Ian Reid Salmond and Nicholas Pellew  
Chapman to the said Nicholas Pellew  
Chapman, as survivor - 10.7.1995 at 3.25pm

*[Signature]*  
for A.L.R.

Transfer A182554/4 of the 1/3 share  
acquired by Transmission A182554/3 to the  
said Nicholas Pellew Chapman, Christopher  
Dan Williams of Wellington, Chartered  
Accountant and George Arthur Northcote of  
Christchurch, Company Director - 10.7.1995  
at 3.25pm

*[Signature]*  
for A.L.R.

No. A199880/2 Land Improvement Agreement  
pursuant to Section 30A of the Soil  
Conservation and Rivers Control Act 1941 -  
16.10.1995 at 1.40pm

*[Signature]*  
for A.L.R.

Transfer A266804/1 of 1/2 of the  
share of Peter John Hope to Robert  
John Smallbone of Sydney, Company  
Director and Frances Anne Smallbone  
his wife - 1.11.1996 at 1.27pm

*[Signature]*  
for A.L.R.



## Appendix 3

331

P 22

CF

r Bradley

799 760

*Sent A.R. mail  
replied 7/3/86.*

Private Bag  
CHRISTCHURCH

28 February 1986

A.M. Hapa, I.G.C. Kerr & Others  
The Grampians/  
C/- Messrs Tripp Rolleston & Co.  
Barristers and Solicitors  
P.O. Box 27/  
TIMARU /

*R/C  
S/C.  
7/8/86.*

Dear Sirs

RENEWAL OF PASTORAL LEASE : GRAMPIONS AND WHALESBACK  
AREA: 16057 HECTARES

As you know your pastoral lease over the above land expired on 30 June 1984.

I am pleased to inform you that the Land Settlement Board has, pursuant to Section 66 of the Land Act 1948, approved the renewal of your lease for a further term of 33 years from 1 July 1984.

The board has, pursuant to Section 131 of the Land Act 1948, determined the values for renewal as follows:

- (a) Value of Improvements
- (b) Value of Improvements included in the Rental Value
- (c) Value of Land Exclusive of Improvements

The pastoral lease is to be renewed over an area of 16057 hectares pursuant to Section 66 of the Land Act 1948 on the following conditions:

- (a) The annual rental for the first eleven years of the new lease is based on  $1\frac{1}{2}\%$  of the value of land exclusive of improvements ((c) above) which is \_\_\_\_\_ and the yearly rent after the initial period will be calculated at  $2\frac{1}{2}\%$  (less one-ninth rebate) of the then LEI and the lease is issued subject to 11 yearly reviews of rent.
- (b) The stock limitation to be shown in the lease document be set out as follows:

9750 sheep plus an allowance of 10%

Note: It is opportune to point out that the stock limitation of 9900 sheep shown in the expired lease document is incorrect as it is not what the Land Settlement Board approved on 13 June 1957 when the Board approved the renewed terms of your existing lease. The correct stock limitation as approved by the Board was 9750 plus an allowance of 10%. The existing annual rental of \_\_\_\_\_ was based on this figure.

This limit will not affect the present manager's personal stock limit which can be varied from time to time with my consent.

- (c) That the Crown retain the right to apply the provisions of Section 58 Land Act 1948, in respect of all rivers and streams in excess of 3 metres in width traversing the property subject to legal confirmation in that regard.

The Board has also directed that the following additional matters are to be discussed with your representatives on a post-renewal basis with any subsequent adjustments to rental and stock limitation to be made by way of apportionment or otherwise as appropriate.

1. The protection of the areas identified in the Protected Natural Area Programme (Mackenzie Ecological Region). Three areas have been identified within your lease and are described as follows:
  - (i) Area 19 in the Pukaki District (Hakataramea Pass Fan) has been identified as having a good example of dry fescue tussock on an extensive fan. It is an important example of a former fescue grassland association.
  - (ii) Area 3 in the Grampians District (Mackenzie Pass) contains a wide range of representative communities such as, matagouri scrub, fescue/silver tussock grasslands, macra grassland, and *Senecio cassinioides*/Hebe scrub etc.
  - (iii) Area 6 on the Grampians District (Black Rocks-Grampian Range). This area contains one of the best examples of alpine fellfield in the district.
2. The protection of the wetland areas beyond the two 20 metre wide Section 58 strips on the banks of the Grays River (area E on the attached plan).
3. The retirement and surrender of any land not suitable for grazing.
4. The exchange of Areas A and C for Area B as illustrated on the attached plan on the southern boundary of the lease by way of surrender and incorporation.
5. The incorporation of Area D at the northern boundary of your lease.
6. The Board has also asked me to inform you of the possible occurrence of the rare species *Cotula intermedia* which if discovered the board will be seeking to protect by a conservation covenant for an area of approximately 0.5 hectares.

I will be approaching you in due course to pursue these specific matters but meantime have attached a suitably illustrated plan. You will see that the enclosed notices set out full details of the renewal values. Section 132(1) of the Act requires that you notify me within six months of receipt of this letter as to which of the options set out in the notice of values you wish to pursue, an election form also being enclosed for this purpose. I would also point out that pursuant to Section 132(2), if you fail to notify me of which option you wish to elect within the prescribed period, you shall be deemed to have agreed to accept a renewable lease at the rental value and other values set out in the notice. It is therefore important that you do not hold up the acceptance of the values pending the outcome of the post-renewal issues I have outlined above.

I would specify that although the term of your lease will commence from 1 July 1984, the existing annual rental will apply until 1 March 1985. Any rental paid beyond this date at the old rate will be credited towards the new rental.


In relation to condition (c) of this offer it should be noted in particular that the matter of the application of Section 58 of the Land Act 1948 as it relates to the renewal of pastoral leases is currently the subject of an investigation by the department's legal advisers.

Section 58 requires the Crown to reserve from sale or other disposition, a strip of land not less than 20 metres in width, along (among other things) the banks of all rivers and streams which have an average width of not less than 3 metres. Furthermore subsection 3 of Section 58, provides for renewals under the Land Act 1948, of any lease or licence granted under a former Land Act, to be deemed a disposition of land.

When I have been advised of the full legal implications of this investigation I will advise you further. In the interim however a new lease cannot be issued. If you require a guarantee as to security in order to raise finance, please contact me and I will arrange for an 'undertaking to issue a renewal lease' to be prepared.


If you are aggrieved by the board's decision on renewal, you may within 21 days after being notified of that decision, apply to the board for a rehearing pursuant to Section 17 of the Land Act.

Yours faithfully

  
L.M. Kenworthy  
Commissioner of Crown Lands


SFO /  
TIMARU/

Copy referred for your information together with a copy of the approved lease renewal submission and illustrative plan for your file.

 L.M. Kenworthy  
Commissioner of Crown Lands

CPLO  
OFFICE

Copy for your records.

 L.M. Kenworthy  
Commissioner of Crown Lands