

Crown Pastoral Land Tenure Review

Lease name : MT CECIL

Lease number : PT 078

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.

November

05

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

MT CECIL PASTORAL LEASE

File Ref: CON/50214/09/12699/A-ZNO-01 Report No: ²⁹⁰⁰⁹ Report Date: **06/10/2000**

Office of Agent: **CHRISTCHURCH** LINZ Case No: 00/ Date sent to LINZ: **10/10/2000**

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 actions which require action by the Manager Crown Property Contracts.
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 or his delegate **note** the following:
 - a) That the discrepancies between the fenced and legal boundaries on the north-west boundary between "Mt Cecil" and "Pentland Hills"(Run 47A) be brought to the attention of the lessees during Tenure Review.

Signed by Agent:



Name: R.J. Ross
Opus International Consultants Limited

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

Name:
Date of Decision: / /

1. Details of Lease:

Lease Name: Mt CECIL

Location: On Stanleys Road 27 kilometres west of Waimate.

Lessee: Caberfeidh Farms Limited.

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 1992 (Expires 30 June 2025).

Annual Rent: \$2,625

Rental Value: \$175,000

Date of Next Review: 1 July 2003

Land Registry Folio Ref: CL 529/92 (Canterbury Land Registry).

Legal Description: Run 47B situated in Blocks III, IV, VIII and VIII Waihao Survey District

Area: 2452.7996ha

2. File Search:

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 O78</i>	<i>1</i>	<i>1</i>	<i>30/07/41</i>	<i>179</i>	<i>25/06/76</i>
<i>Pt O78</i>	<i>2</i>	<i>180</i>	<i>03/03/77</i>	<i>-</i>	<i>04/10/93</i>
<i>Pt O78</i>	<i>3</i>	<i>-</i>	<i>02/08/95</i>	<i>-</i>	<i>30/06/00</i>
<i>Pt O78.01</i>	<i>1</i>	<i>1</i>	<i>11/06/97</i>	<i>5</i>	<i>30/09/98</i>
<i>Pt O78.01</i>	<i>2</i>	<i>6</i>	<i>27/01/99</i>	<i>20</i>	<i>22/12/99</i>
<i>Pt O78.03</i>	<i>-</i>	<i>-</i>	<i>23/07/99</i>	<i>-</i>	<i>23/07/99</i>
<i>Pt O78.04</i>	<i>-</i>	<i>-</i>	<i>19/11/99</i>	<i>-</i>	<i>19/11/99</i>

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

File Reference	CON/50214/09/12699/A-ZNO-01
Volume	1
First Folio No.	1
Date	11/6/97
Last Folio No.	-
Date	8/6/99

Other relevant files held by LINZ:

File Reference	Volume	First Folio No.	Date	Last Folio No.	Date
<i>CPL/04/10/12699-ZCH</i>	<i>1</i>	<i>-</i>	<i>01/03/97</i>	<i>-</i>	

3. Summary of Lease Document:

3.1 Terms of Lease

Stock Limitation in Lease

2695 sheep (including not more than 1100 breeding ewes).

Commencement date

1 July 1992. This is a renewal of the lease (CL 529/92) under Memorandum of Renewal of Lease A110556/1 dated 5 May 1994.

There are no other special provisions in the Lease.

A copy of the lease is attached as *Appendix 1*.

3.2 Area Adjustments

There have been no area adjustments since the issue of the original Pastoral Lease in 1959.

3.3 Registered Interests

Mortgages

Mortgage 898555/5 to the National Bank of New Zealand Limited (registered September 1990 and subsequent Variations of Mortgage registered 11 February 1993 and 6 September 1996.

No other interests are registered against the lease.

3.4 Unregistered Interests

There are no known unregistered interests. Unsecured debts may exist.

4. Summarise any Government programmes approved for the lease:

There is no Land Improvement Agreement in existence (registered against the lease or otherwise) and the property has not been involved in the Rabbit and Land Management programme.

5. Summary of Land Status Report:

The Land Status Report by Opus International Limited confirms the status is Crown Land under the Land Act 1948 subject to Pastoral Lease 529/92.

Opus International identifies the following items will need to be taken into account:-

- 1** Pastoral Lease 529/92 contains a notation for Section 58 strips to be excluded from the lease along all rivers and streams over 3 metres in width. This provision was perpetuated at renewal in 1990 and the strips are now deemed to be marginal strips under Section 24(3) of the Conservation Act 1987. **Until the marginal strips are defined they remain as "notional".**

- 2 It is noted that there is an unformed legal road on the south-west boundary part of which conforms to existing tracks. The possibility of transfer of this road (or parts thereof) to the Crown for incorporation into the lease in exchange for the provision of practical access should be investigated.

In retrospect a reference to the amendment to the lease by Memorandum of Renewal A 110556/1 would have more accurately shown the lease situation.

The minerals remain with the Crown as the land has never been alienated since acquisition by the Crown.

A copy of the Land Status Report is attached as *Appendix 2*.

6. Review of Topographical and Cadastral Data:

Both maps attached to the Land Status Report show there are no radio or television repeater sites, power transmission lines, huts, airstrips, water races or historical sites 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

There appears to be ~~is~~ a significant discrepancy between the fenced boundary of the lease (ie., the area actually farmed under the lease) and the legal boundary with Run 47A (Pentland Hills) on the north-western boundary. Approximately 30 hectares of Run 47A appears to be fenced in with Mt Cecil and a slightly smaller area of Mt Cecil with Run 47A.

This discrepancy should be brought to the attention of the lessee during tenure review.

6.3 Legal Roads – Formed and Paper

The Land Status Report suggests an investigation into the possibility of transfer of unformed legal road on the south –west boundary (part of which conforms to existing tracks) to the Crown for incorporation into the lease in exchange for the provision of practical access.

This action is not considered necessary but the question of legal access generally is a matter to be addressed during tenure review.

7. Details of any Neighbouring Crown or Conservation Land:

No areas have been tentatively identified by the Department of Conservation for possible inclusion in the Tenure Review.

It should be noted that Part Run 47A adjoining is fenced in with Mt Cecil (Run 47B) and vice versa. Refer 6.0 above. Consequently there is potential for a boundary adjustment.

8. Summarise any uncompleted actions or potential liabilities:

There are no known uncompleted actions or potential liabilities.

APPENDICES

1. Search copy of lease document.
2. Copy of Land Status Report.



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



Search Copy

R. W. Muir
Registrar-General
of Land

Identifier **CB529/92**
Land Registration District **Canterbury**
Date Registered 05 March 1959 01:45 pm

Type	Lease under s83 Land Act 1948	Term	33 years commencing on the first day of July 1959 and renewed for a further 33 years commencing on the 1st day of July 1992
Area	2452.7997 hectares more or less		

Legal Description Run 47B

Proprietors

Caberfeidh Farms Limited

Interests

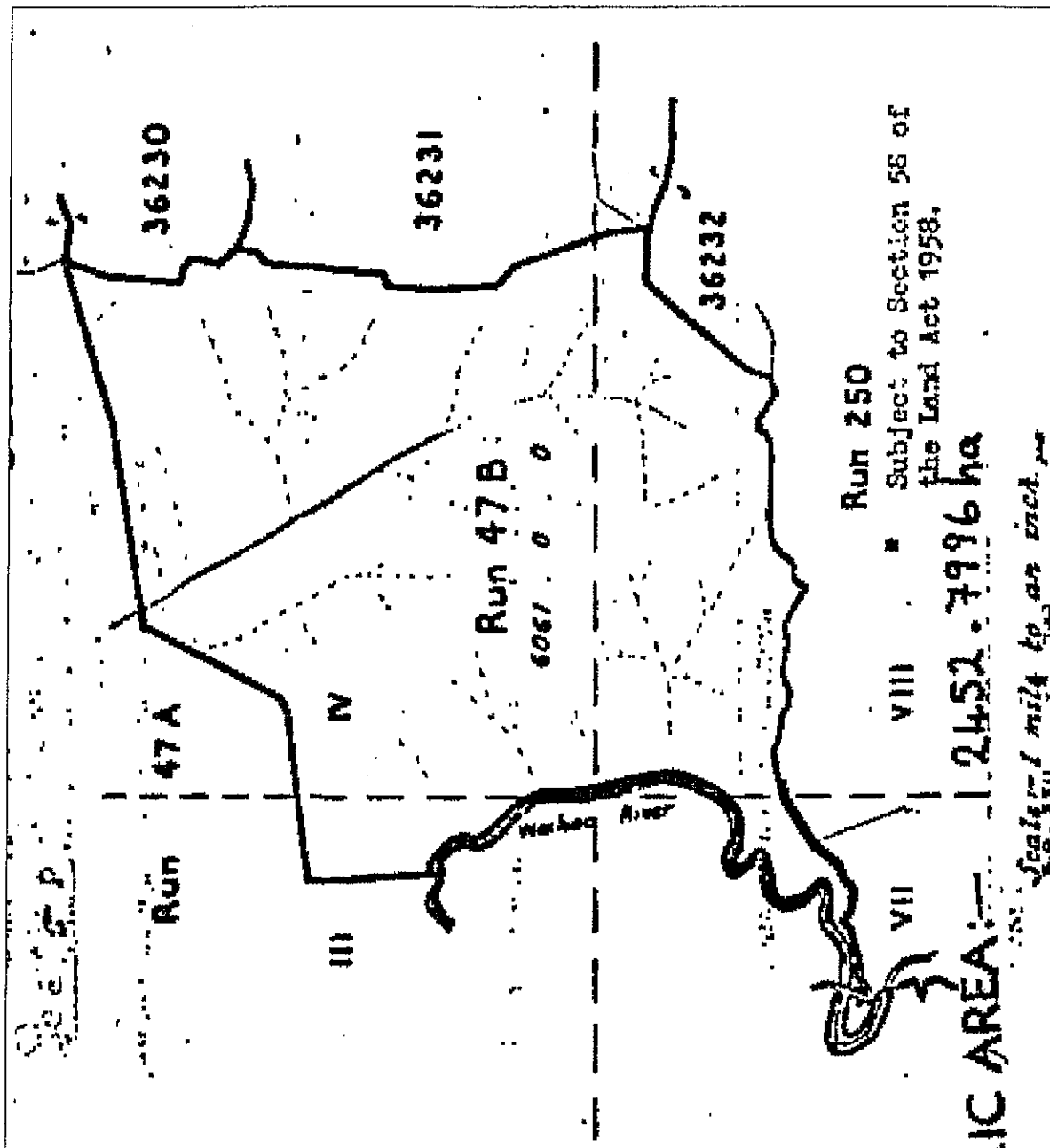
692937 Certificate of Alteration varying the terms of the lease - 19.6.1966 at 11.15 am

898555.5 Mortgage to The National Bank of New Zealand Limited - 21.9.1990 at 10.50 am and varied 11.2.1993 at 11.05 am and varied 6.9.1996 at 9.46 am

A110556.1 Renewal of the within Lease for a further term - 5.5.1994 at 2.36 pm

Identifier

CB529/92



Not Registered under Land Transfer Act, 1948 Registered under Section 83, Act, 1948 Issued as a Renewal of (or in Exchange for) Lease registered in Vol. fol.

Mt Cecil

329/92

NEW ZEALAND

CANTERBURY LAND DISTRICT

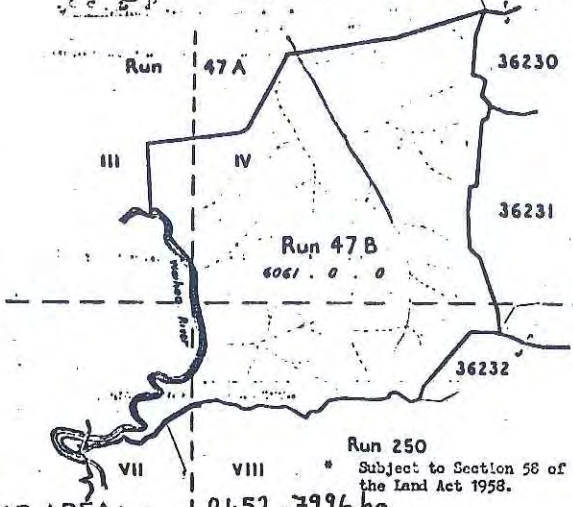


Entered in the Register-book, Vol. 329 fol. 92. 5th day of March 1959. at 1.45 p.m. Principal Land Registrar.

Pastoral Lease of Pastoral Land under the Land Act, 1948

No. P. 78

This Deed, made the First day of March, one thousand nine hundred and fifty-nine between the Lessor (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and PATRICK GEORGE ERNID and JOSEPH POTTS, of Conlgate, Police Constable (who, with their executors, administrators, and permitted assigns, are hereinafter referred to as "the Lessee"), of the other part, WITNESSETH that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained or implied and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee ALL piece or parcel of land containing by admeasurement Six thousand and sixtyone (6061) acres, roods and perches, a little more or less, situated in the Land District of Canterbury



situated in the Land District of Canterbury Run 47B, Glen View, situated in Blocks III, IV, VII and VIII Waikato Survey District (hereinafter referred to as "the said land"), as the same is more particularly delineated in the plan drawn hereon and therein coloured red in outline; together with the rights, easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of thirty-three years, commencing on the first day of July one thousand nine hundred and fifty-nine, together with the period between the date of this lease and the aforesaid first day of July 1959 Yielding and paying therefor during the said term unto the Department of Lands and Survey at the Principal Land Office for the said Land District of Canterbury the clear annual rent of Two hundred and Seventy pounds (£ 270. 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 (£) by a deposit of (£) (the receipt of which sum is hereby acknowledged) and thereafter by (£) half-yearly instalments of pounds shillings and pence (£ : :) on the 1st day of January and 1st day of July in each year in the same manner as aforesaid.

AND the Lessee doth hereby covenant with the Lessor as follows, that is to say:-

- 1. THAT the Lessee will fully and punctually pay the rent hereinbefore reserved at the times and in the manner hereinbefore named 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 bona fide for his own use and benefit and will not transfer, assign, sublet, mortgage, charge, or part with possession of the said land or any part thereof without the previous approval of the Land Settlement Board: Provided that such approval will not be necessary in the case of a mortgage to the Crown or to a Department of State.
4. THAT the Lessee will at all times farm the said land diligently and in a husbandlike manner according to the rules of good husbandry and will not in any way commit waste.
5. THAT the Lessee will throughout the term of his lease to the satisfaction of the Commissioner of Crown Lands for the Land District of Canterbury (hereinafter referred to as "the Commissioner") cut and trim all live fences and hedges, clear and keep clear the said land of all noxious weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1928.
6. THAT the Lessee will keep the said land free from wild animals, rabbits, and other vermin, and generally comply with the provisions of the Rabbit Nuisance Act, 1928.
7. THAT the Lessee will clean and clear from weeds and keep open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert 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 being purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land 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 forenoon of the day on which any such premium becomes payable, the receipt for that premium.
10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, fell, sell, or remove any timber, tree, or bush growing, standing, or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such timber, tree, or bush unless the Commissioner otherwise approves: Provided that the consent of the Commissioner as aforesaid shall not be necessary where any such timber or tree is required for any agricultural, pastoral, household, roadmaking, or building purpose on the said land nor where the timber or tree has been planted by the Lessee.
11. THAT the Lessee shall not, except for the purpose of complying with any of the provisions of the Nuisance Act, 1916, burn any tussock, scrub, fern, or grass on the said land, nor permit any tussock, scrub, fern, or grass on the said land to be burned, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such terms and conditions as the Commissioner may deem necessary.
12. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of ingress, egress, and regress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums, or other animals which the said Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers and employees in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.

AND it is hereby agreed and declared by and between the Lessor and the Lessee:-

- (a) THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil.
(b) THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 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 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 purpose 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 64 (3) of the Land Act, 1948, a new lease of the land hereby leased at a rent to be determined in accordance with 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.

C.T. 529/92

Variation of Mortgage 9670/1 - 25.7.1975 at 9.16 a.m.

A.L.R.

Mortgage 49913/1 to Australia and New Zealand Banking Group Limited - 9.9.1975 at 9.04 a.m.

A.L.R.

Transfer 86585/7 to Caberfeidh Farms Limited at Timaru - 29.6.1976 at 9.58 a.m.

A.L.R.

Mortgage 86585/8 to Mt Cecil Farming Company Limited - 29.6.1976 at 9.58 a.m.

A.L.R.

Transfer 111519/1 to Mortgage 86585/8 to Bank of New Zealand - 23.12.1976 at 10.05 a.m.

A.L.R.

Mortgage 135219/1 to The Rural Banking and Finance Corporation of New Zealand - 22.6.1977 at 10.30 am

A.L.R.

Transfer 175126/1 of Mortgage 86585/8 to Mount Cecil Farming Company Limited - 3.5.1978 at 10.36 a.m.

for A.L.R.

Mortgage 175126/3 to The Australian Mutual Provident Society - 3.5.1978 at 10.37 a.m.

for A.L.R.

No. 175126/4 Memorandum of Priority making Mortgage 175126/3 first mortgage and Mortgage 135219/1 second mortgage - 3.5.1978 at 10.37 a.m.

for A.L.R.

Mortgage 188359/1 to The Rural Banking and Finance Corporation of New Zealand - 3.5.1978 at 11.01 a.m.

for A.L.R.

Variation of Mortgage 135219/1 - 15.12.1980 at 10.49 a.m.

for A.L.R.

Mortgage 363752/2 to Gresson Richards Solicitors Nominee Company Limited - 15.5.1982 at 10.30 am.

for A.L.R.

Mortgage 546074/4 Richards Solicitors Nominee Company Limited - 15.5.1985 at 9.12 am.

for A.L.R.

570351 Change of Name of the Mortgage under Mortgage 546074/4 to Gresson MacKenzie, Solicitors Nominee Company Limited - 7-10-85 at 12.10 a.m.

for A.L.R.

No. 894662/1 Change of Name of the mortgage under Mortgage 546074/4 to Gresson Solicitors Nominee Company Limited - 16/5/1989 at 11.54 a.m.

Mortgage 814872/2 to Australian Mutual Provident Society - 21.9.1989 at 11.10am

for A.L.R.

No.814872/3 Memorandum of Priority making Mortgages 814872/2, 188359/1 and 546074/3 first, second and third mortgages respectively - 10.7.1989 at 11.10am

for A.L.R.

Mortgage 898555/5 to The National Bank of New Zealand Limited - 21.9.1990 at 10.50am

for A.L.R.

Variation of Mortgage 898555/5 - 11.2.1993 at 11.05am

for A.L.R.

No. A110556/1 Renewal of the within Lease for a term of 33 years commencing on the 1st day of July 1992 - 5.5.1994 at 2.36pm

for A.L.R.

Variation of Mortgage 898555/5 - 6.9.1996 at 9.46am

for A.L.R.

92

529/92

- (4) THAT the Lessee shall have no right of acquiring the fee-simple 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 winter feed for the stock depastured thereon;
 - (b) Crop such area of the said land as is sufficient for the use of himself and family and his employees;
 - (c) Plough and sow in grass any portion of the said land;
 - (d) Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass;
 - (e) Surface sow in grass 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 clovers and grasses to the satisfaction of the Commissioner.
- (6) THAT the Lessee shall exercise due care 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 approval of the Commissioner, exceed ~~on a basis of a count of one for a dry sheep and of one and a half for brooding ewes~~
- (7) THAT if the Lessee shall leave New Zealand or abandon the said land or if he cannot be found or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied to the satisfaction of the Land Settlement Board or the Commissioner, as the case may be, or make default for not less than two months in the payment of rent, water levy, or other payments due to the Lessee, then the Land Settlement Board may, subject to the provisions of section 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.
- (8) THAT these presents are intended to take effect as a pastoral lease under the Land Act, 1914, and the provisions of the said Act and of the regulations made thereunder applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

SCHEDULE

Improvements Belonging to the Crown and Being Purchased by the Lessee

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

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

Witness: J. H. G. ...
Occupation: ...
Address: ...

[Signature] Assistant Commissioner of Crown Lands.

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

Witness to [Signature]
Occupation: ...
Address: ...

Witness [Signature] Lessee.
Occupation: ...
Address: ...

- (8) THAT the Lessee shall exercise due care in stocking the said land and shall not overstock and, for the purpose of this clause, the Lessee shall be deemed not to have failed to use due care in stocking or to have overstocked so long as the number of sheep depastured on the said land does not exceed 2695 (being an increase of ten per cent on the carrying capacity on which is based the rent herebefore reserved including not more than 1100 ewes) but the Commissioner may, by notice in writing, permit the Lessee to depasture thereon any greater number should he deem it advisable or expedient to do so. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and in particular in the event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.

Transfer 510673 of his interest Joseph Potts to Lily Bred of Hunter Married Woman and Patrick George Bred of Hunter Farmer purchased 17/10/1959 at 3 pm.

Transfer 692936 to Mr. Cecil Farming Company Limited at Timaru - 19.9.1966 at 11.15 am.

Mortgage 516554 Patrick George Bred and Lily Bred to James Edmund Jernell ... 20/1/1960 at 11.59 am

Mortgage 705177 to The Rural Banking and Finance Corporation of New Zealand - 17.9.1970 at 10.45 am

Transmission 643963 of the joint interest of Patrick George Bred and Lily Bred to Lily Bred widow and James ... 25/1/1965 at 10.45 am

Mortgage 808853 to The Rural Banking and Finance Corporation of New Zealand 17.9.1970 at 10.45 am

No 808854 Memorandum of Priority making Mortgage 808853 first mortgage and Mortgage 705177 second mortgage 17.9.1970 at 10.45 am

LAND & DEEDS
District of ...
Form: ...
5 MAR 1959
Time: ...
Fee: ...
Abstract No. 1121

Transmission 643964 of the interest of Patrick George Bred to Lily Bred of Hunter Widow and James Stewart of Waimate Hunter as Executors Entitled 25/1/1965 at 10.46 am

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.

Mortgage 9670/1 to The Rural Banking and Finance Corporation of New Zealand - 25.9.1974 at 10.10 a.m.

No 692937 Certificate of alteration varying the terms of the lease - 19.9.1966 at 11.15 am