Section No 118 - Upper Hutt Central & Elderslea

Owners & Settlers = 1840s John William Lonsdale - 1853 Ward Dyson Hitchin - 1865 James Brown junior - 1865 Henry Edwards - 1906 Harry Clifton Gibbons - Remount Depot - Poultry Demonstration Unit (part Wallaceville Research) - St Joseph's Convent

1945-1947 R G Buckelton - 1970s State Advances Corporation

Buildings = St Joseph's orphanage & convent - Mercy Villa St Joseph's convent -

<u>Businesses</u> = 1914-1918 Remount depot WW1 - 1960s Moon's Radio Service Ltd – 1960s Motor Garage – 1970s Tom Croft Motors (Ford dealership) – 1970s Moore Wilson & Co Ltd – 1990s Professionals Real Estate 2000s King Toyota – 2000s Porse In Home Childcare Training Work - <u>Subdivisions</u> = 1970 Gibbons Road/Street State Housing subdivision (Bonnie Crescent & Flora McCurdy Walk) – St Joseph's subdivision (Comeskey Grove)

<u>Streets</u> = 1965 Fraser Crescent (part) & Gibbons Road/Street & Hall Grove & Joseph Grove & McCurdy Street & McParland Street (part) & Redwood Street (part) & Robertson Street & Rongonui Street (part) – 1970 Bonnie Crescent & Flora McCurdy Walk – Comeskey Grove

Certificate of title

CT 573/236 = 1954 Volume 573 folio 236

CT 673/90 = 1960 Volume 673 folio 90

CT 824/13 = 1960 Volume 824 folio 13

CT 603/276 = 1962 Volume 603 folio 276 (part Section 118 Lot 15)

Land Description

DEED 135 = 1876 Section 118 & Section 119

A 2379 = 1907 Section No 118 & Section No 119 James Brown

A1800 = 1994 Section 119

B 223 = 1896 Section No 118 & Section No 119

DP 2249 = 1908 Section No 119 James Brown

DP 2250 = 1908 Section No 119 McParland & Scott owners

DP 3993 = 1917 Section No 118 King Street (Gibbons) – Victoria Street

DP 3994 = 1918 Section No 118 King Street (Gibbons - H C Gibbons

DP 3414 = 1914 Section No 118 - King Street (Gibbons) - Victoria Street

DP 3741 = 1915 Section No 118 King Street (Gibbons) - Main Hutt Road - Benzie Avenue

DP 4122 = 1918 Section No 118 - H C Gibbons

DP11139 = 1936 Section No 118 Main Hutt Road & Benzie Avenue

DP 13207 = 1945 section No 119 Gibbons Street

DP 14854 = 1948 Main Hutt Road West side section 118

DP 15527 = 1951 Section No 118 Gibbons Street Main Hutt Road

DP 15564 = 1950 Section No 18 & Section No 117 Fraser Crescent - Rongonui Street - Redwood Street - Massey Street - Robertson Street - McLeod Street - Robertson Street

DP 16832 = 1960 Section 118

DP 17707 = 1954 Section No 119 Gibbons Street

DP 24083 = 1962 Section No 118 McParland Street Gibbons Street Fraser Crescent

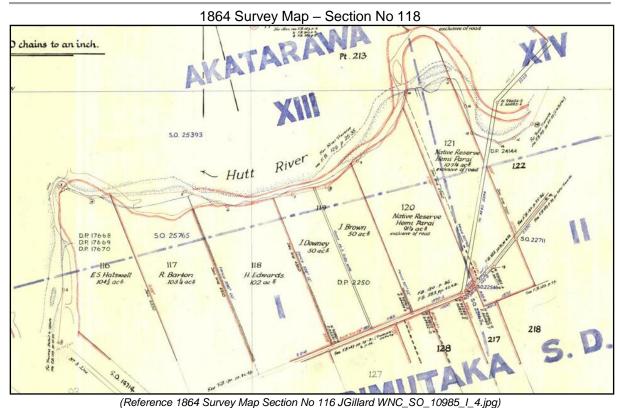
DP 24372 = 1962 1962 Section No 118 Gibbons Street - Main Street -

DP 24576 = 1983 Gibbons Street Gibbons Street

DP 26057 = 1964 Section No 118 Gibbons Street Fraser Crescent new Grove

1843 Survey Map - Section No 118 - Upper Hutt Central & Elderslea

(Reference NZ Company 1843 Survey Map NZ Defence Force Map Library nzdfmlMG_24132.jpg. & DSCF6116.JPG) No 1 line Whitemans Road - No 2 Line Camp Road - No 3 Line Ward Street (L to R red) Section No 81 (blue arrow) is situated in the same area as Silverstream Railway Museum, Sewage pumping station, Industrial subdivision and Reynolds Bach Drive towards the Land Fill.



Deed Index Section No 118 - folio 125

			MAD C. HUTT DISTRICT No Application. 4804					
No.	Becopt of Instrument.	Nature of Instrument.	Parties.		Date of Instrument.	Where recorded.	Reference.	Signature.
3910.	12.noon.9.Sept.1863	.Conveyance.	Edwards to I & G Brown.	(3)	28. Aug. 1863.	70513.		
3911.	12. noon. 9. Sept. 1863	.Mortgage.	I A G Brown to Erandon.		28. Aug. 1863.	70514.		
5703.	2.5.pm.23.Nov.1865.	Reconveyance	.Brandon to I & G Brown.		23.Nov. 1865	12025.		
5704.	11.20mm.24.Nov. 1865			0	10.Je. 1865.	30182.		
6113.	2.30pm. 4.1hty.1866.		I & G Brown to Dorset.		25.Ap1.1866	13027-		
9570.	3pm. 14.Dec. 1868.	Conveyance.	I A G Brown to Martin.	3	28.0et.1868	170134.	6/546.	19795 T
9571.	Bpm. 14. Dec. 1868.	Conveyance.	* * to Wilson.	3	28.0ct.1868	17D136.	6/547.	E25414
15713.	11.30mm.15.Jan1873	. Assgnt.of	Dorset to Coote.		21.Dec.1872	26D44.		
18753.	11.am.24.Ap1.1874.	Mige. Reconveyance.	Coote to J.A.G. Brown.		27.Jan.1874	3002624		
24504.	11.20mm.8.Jly.1876.	Lense.	J & G. Brown to Gordon.		10.Je.1876.	390702.		
604E4.	2pm.6.7eb.1891.	Conveyance.	J. & G. Brown to Martin.		3. Feb. 1891.	1033151.	3/536.	2.3:47
74049.	11am. 4. Web. 1898.	Conveyance .	J. A G. Brown to H. Martin.	(3)	1.Hoh.1898.	1200948.	3/176:	4.5. 47
75611.	1. pm. 16. Nov. 1898	Conveyance.	Geo. Brown to Jas. Brown.		12. Nov. 1898	124169.	3/199.	{ 1.6.7 & part.
81578.	1.pm. 9.Sept.1901.	Morigage.	Jas. Brown to Besuchamp & Ore		13. Aug. 1901	,134D101.	D3271.	1 10 800 100
₹4273.	11mm.15.0et.1902.	Receipt.	Beauchamp & Ors.		15. Bept. 190	.140D42	.D3272.	
£4392.	11am.29.0ct.1902.	Conveyance.	J. Frown to G. Brown.		9.001.1902.	1390541	32/EE5.	Eyel 344 July
	blosed	the L	or still a frag	-	Lows to	las es	3 6/	a balance
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		Proclamate.	protection perposes	La Ca	dection without in	the Huth,	Rose	

(Reference Archives New Zealand R20163321 AFIH 22394 W5691/43 record 3 part 1 Folio 1 to 380)

Deed Index Section No 118 - folio 199

			IOTS. 1.6.7 Plan 135 & also	part of sect	ion.		
	3.pm.16.Nov.	Conveyance.	Geo. Brown to Jas. Brown.	12Nov.1898.	124089.	3/125.	
7647.	3.pm.29898.	Mortgage.	J.Brown to A.A.Dowdeswell.	28.Je.1904.	1480369.		
3919.	10am.17 Jly:	Receipt.	A.A.Dowdeswell.	23.Je.1906.	164D378.		

(Reference Archives New Zealand R20163321 AFIH 22394 W5691/43 record 3 part 1 Folio 1 to 380)

1840-1850

Section No 118 Hutt Valley (Upper)

 This Section was selected by I W CHILD for John William LONSDALE the original owner of Preliminary Land Order No 557.

(Source Archives New Zealand Wellington reference ADXS 19555 LS-W65 3 43 register of Hutt Valley selections and also outwards letters October 1848 to November 1850)

1850-1860

Section No 118 Hutt Valley (Upper)

A Supplementary Land Order was issued in England for 75 acres in virtue of this Land Order to Ward Dyson HITCHIN. No transfer recorded from LONSDALE to HITCHIN. Ward Dyson HITCHIN died in September 1853 having appointed by Will E ACKROY S HALL & J HAIR [sic] his Exrs., who conveyed to Henry EDWARDS 14 May 1856 this Country Section and Town Section 342 [See packet E unreported papers for Conveyance to EDWARDS & copies of LONSDALE & HITCHINS Will. Power of Atty. H EDWARDS to CLIFFORD] Claimed by Henry EDWARDS Claim No 1589 Report No 1291 Grant No 2230 issued to Henry

EDWARDS dated 10th June 1865 (signed) G Grey delivered to James BROWN junior 23rd June 1865

(Source Archives New Zealand Wellington reference ADXS 19555 LS-W65 3 43 register of Hutt Valley selections and also outwards letters October 1848 to November 1850)

Section 118 - Wellington Land Claims

Claim Ward Dyson HITCHIN [sic] Halifax in England Crown Grant Country section No 118 Upper Hutt district ALSO Wellington date 14 December 1853 No 864 Claim 968

(Reference Archives New Zealand Wellington reference LS-W W68 1 1-100 Wellington Land Claims Commissioners Reports 1-100 - October 1851 – April 1852)

1860-1870

Section 118 = Deeds Index Map C Hutt District No 118 page 125 (Image 64)

Application 4804 & D.P. 135

No - Receipt of Instrument - Nature of Instruction - Parties - Date of Instrument - Where recorded - Reference - Signature

- 3910 12 noon 09 September 1863 Conveyance (Jas & Les) [sic] Edwards to I & G Brown (2) – 28 August 1863- -7 D513
- 3911 12 noon 09 September 1863 Mortgage I [sic J] & G Brown to Brandon 26 August 1863 – 7 D514
- 5703 2.5pm 23 November 1865 Re-Conveyance Brandon to I & G Brown 23 November 1865 – 12 D25
- 5704 11.20am 24 November 1865 Crown Grant Hy Edwards (1) 10 June 1865 3 G182
- 6113 2.30pm 04 May 1866 Mortgage I & G Brown to Dorset 25 April 1866 13 D27
- 9570 3pm 14 December 1868 Conveyance I & G brown to Martin (3)– 28 October 1868
 17 D134 6/546 (written in pencil C7793)
- 9571 3pm 14 December 1868 Conveyance I & G Brown to Wilson (4) 28 October 1868 – 17 D136 – 6/547 – (written in pencil C7793)
- 15713 11.30 am 15 January 1873 Assgnt. of Mortgage Dorset to Coote 21 December 1872 – 26 D44
- 18753 11am 24 April 1874 Re-Conveyance Coote to J & G Brown 27 January 1874 30 D262
- 24504 11.20am 08 July 1876 Lease J & G Brown to Gordon 10 June 1876 39 D702
- 60484 2pm 06 February 1891 Conveyance J & G Brown to Martin 3 February 1891 103 D151 3/536 2.3
- 74049 11am 04 March 1898 Conveyance J & G Brown to E Martin (5) 01 March 1898 120 D948 3/176 4.5.
- 75611 3pm 16 November 1898 Conveyance Geo Brown to Jas Brown 12 November 1898 – 124 D89 – 3/199 (1.6.7 & part)
- 81578 1pm 09 September 1901 Mortgage Jas Brown to Beauchamp & Ors. 13 August 1901 – 134 D101 – D3271
- 84273 11am 15 October 1902 Receipt Beauchamp & Ors. 15 September 1902 140 D424 – D3272
- 84392 11am 29 October 1902 Conveyance J Brown to G Brown 09 October 1902 139 D541 – 32/885

Closed – There is still a part of Section 118 not under the LTA viz that in indexes 6/546 & 547 As the report on 3/124 shows there is still a balance of Section 117 to be dealt with viz that in Index 13/507 The lands 6/546, 547 & 13/507 appear to be claimed by one, Martin dec'd The Lands in these three indexes will not be dealt with under LT (CR of T) A 1924 until request is made for title 31/1/1929

All now dealt with & under LTA C7793 18/6/30

Proclamation 678556 taking part Section 118 (27 perches) for river protection purposes vested in the Hutt River Board on and after 18.7.1966 – 1.8.1966 at 2.0pm

(Reference Archives noon NZ Wellington website = Deeds Index AFIH series 22394 W569 1/43 vol 3/1 page 125 scanned image 64)

Section No 118 Hutt Valley (Upper)

A Supplementary Land Order was issued in England for 75 acres in virtue of this Land Order to Ward Dyson HITCHIN. No transfer recorded from LONSDALE to HITCHIN. Ward Dyson HITCHIN died in September 1853 having appointed by Will E ACKROY S HALL & J HAIR [sic] his Exrs., who conveyed to Henry EDWARDS 14 May 1856 this Country Section and Town Section 342 [See packet E unreported papers for Conveyance to EDWARDS & copies of LONSDALE & HITCHINS Will. Power of Atty. H EDWARDS to CLIFFORD] Claimed by Henry EDWARDS Claim No 1589 Report No 1291 Grant No 2230 issued to Henry EDWARDS dated 10th June 1865 (signed) G Grey delivered to James BROWN junior 23rd June 1865

(Source Archives New Zealand Wellington reference ADXS 19555 LS-W65 3 43 register of Hutt Valley selections and also outwards letters October 1848 to November 1850)

Wellington 23 November 1865

Sir

Please give to James Brown the younger the Grant to Henry Edwards of Section No 118 Hutt. (*signature A de B Brandon*)

[written in red on page 65/417 A de B Bandon Authority for Jas Brown Jr. to receive Crown Grant of Section No 118 Hutt to Henry Edwards – transfer ? 2 103 – 23 November 1865]

(Reference Archives NZ Wellington R24436389 ADXS 19480 LS-W2 14/ 1865/417 A de B Brandon Wellington 23 November 1865 Authority for James Brown Jr to receive crown grant of section No 118 Hutt to Henry Edwards year 1865)

1869-1870 Hutt Electoral Roll

Alexander MARTIN Upper Hutt Freehold Upper Hutt 25 acres section 118 (Reference Ancestry website New Zealand Electoral Rolls)

1870-1880

1876 John GOLDER built Golders Cottage on part Section 118

1880-1890

1890-1900

Section 118 = Deeds Index Hutt District part Section 118 Lots 4 & 5 Plan 135 pg 176 (Image 90)

No - Receipt of Instrument - Nature of Instruction - Parties - Date of Instrument - Where recorded - Reference - Signature

 74049 – 11am 04 March 1898 – Conveyance – J & G Brown to E Martin – 01 March 1898 – 120 D948 – 3/125

Application 4804 (Lot 5)

Cancelled as to Land in application No 4804 ad certificate of Title issued volume 247 folio 100 the 08 Day of Augusts 1917 JJL Burke examiner of Titles and Asst. Land Registrar Brought under the provisions as he Land Transfer Act See volume 401 folio 158 C7794 (Reference Archives New Zealand website = Wellington Deeds Index AFIH series 22394 W569 1/43 volume 3/1 page 176 scanned image 90)

1901

Note – James Brown took out a mortgage and began subdividing part Section No 118 and 119 into lots. This was the beginning of the development in Upper Hutt Central.

This Deed made the Nineteenth day of August one thousand nine hundred and one between James Brown of the Upper Hutt in the provincial district of Wellington Farmer (who and whose executors administrators and assigns are hereinafter referred to as and included in the term the Mortgagor) of the one part and Harold Beauchamp if Wellington Merchant and John Duncan of the Grove in the provincial district of Marlborough Settler and Herbert Beauchamp of Christchurch Auctioneer (who and whose executors administrators and assigns are hereinafter referred to as and included in the term the Mortgagees) of the other part Whereas the Mortgagees have agreed to lend to the Mortgagor the sum of Six hundred pounds upon having

repayment thereof with interest secured in manner hereinafter appearing Now this Deed witnesseth that in consideration of the sum of Six hundred pounds (£600) now paid by the Mortgagees to the Mortgagor (the receipt of which sum the Mortgagor doth hereby acknowledge) he the Mortgagor doth hereby convey and assure unto the Mortgagees All those the pieces or parcels of land described in the schedule hereto Together with all buildings and erections standing or being on the said pieces or parcels of land and all the rights easements and appurtenances thereunto belonging or appertaining to hold the hereditaments and premises hereby conveyed unto the Mortgagees their executors administrators and assigns by way of Mortgage to secure the repayment to the Mortgagees of the said sum of Six hundred pounds together with interest thereon after the rate of Seven pounds ten shillings per centum per annum (reducible to Five pounds ten shillings per centum as herein after mentioned) on the thirteenth day of November next and the Mortgagor doth hereby covenant with the Mortgagees that he the Mortgageor will pay to the Mortgagees the said sum of Six hundred pounds together with interest thereon after the rate aforesaid computed from the thirteenth day of August 1902 on the said thirteenth day of November next and that if the said sum of Six hundred pounds shall not be paid on the said thirteenth day of November next the Mortgageor will pay to the Mortgagees interest thereon or on so much thereof as shall for the time being remain unpaid after the rate of Seven pound ten shillings per centum per annum (reducible as aforesaid) by equal quarterly payments on the thirteenth day of February May August and November in each year until the same shall be fully paid Provided always and it is hereby agree and declared that whenever a quarters interest for the principle sum of Six hundred pons after the rate of Five pounds ten shillings per centum per annum shall be paid upon the quarterly days hereinbefore appointed for payment of interst the Mortgagees shall on that occasion accept the same in lieu of and satisfaction for interest after the higher rate of Seven pounds ten shillings per centum per annum payable for that quarter under the convenant in that behalf hereinbefore contained and the Mortgagor doth hereby convenant with the Mortgagees that he the Mortgagor will and shall at all times during the continuance of this security permit and suffer the Mortgagees and the agents or agent of the Mortgagees to enter into and upon the hereby Mortgaged premises and all buildings and erections for the time being standing and being thereon and every part thereof respectively and to view the state and condition thereof and of every part thereof and shall and will at all times while any money shall remain owing on the security of these presents repair and keep all buildings now or hereafter to be erected upon the said land in good and tenantable condition and will keep trimmed cleared and in proper condition and order all hedged ditches drains and watercourses for the time being growing standing and being upon or around the said Mortgaged premises and that the Mortgagor will at all times during the continuance of this security pay and discharge all rates taxes assessments impositions and outgoings now or at any time during the Continuance of this security to be rated changed assessed imposed upon or payable in respect of the herby mortgaged premises or any part thereof upon the days when the same shall respectively become payable and in default of such payment it shall be lawful for but not obligatory upon the Mortgagees to pay the said rates taxes assessments charges impositions and outgoings or any part thereof and to receiver all sum of money so paid with interest at the rate of Ten pounds per centum per annum from the Mortgagor by action or by distress upon the hereby mortgaged premises as landlords may according to law do for rent in arrear or partly by each of such methods and all money so paid and the interest thereon shall be charged upon the hereby Mortgaged premised and that the Mortgagor shall and will insure and at all times during the continuance of the security keep insured all messages or buildings now or at any time erected ion the pieces of land hereby conveyed insured against loss or damage by fire in the name of the Mortgagees in the full insurable value thereof at the least in such office or offices for insurances against fire as may from time to time be nominated by the Mortgagees and will deliver to the Mortgagees the policy or policies for every such insurance and will duly pay all premiums and sums of money payable for that purpose three days at least before the same shall become due and payable and will not later that the day next before the same shall become due deliver to the Mortgagees the receipt for every such payment and that in case the Mortgagor shall neglect or refuse to keep the said messages or buildings or any of them insured to the amount aforesaid or to deliver such policy or policies or receipt as aforesaid then and in every such case it shall be lawful for the Mortgagees to insure the said messages and buildings or any of them to the amount aforesaid or any of them to the amount aforesaid or any less amount and all sums of

money expended by him or them in or about such insurance as aforesaid with interest for the sum after the rate of Ten pounds per centum per annum computed from the time or respective times of advancing the same shall be repaid to him or them by the Mortgageor on demand and in the meantime shall be a charge upon the hereditaments and premises hereby conveyed in addition to the principal moneys for the time being secured hereby and the interest thereof and it is hereby agreed and declared that all sums of money received under or by virtue of any insurance as aforesaid shall at the option of the Mortgagees be forthwith applied in or towards rebuilding reinstating and repairing the said premises or in or toward the payment of the principal money and interest for the time being remaining due on the security of the these presents provided always and it is hereby agreed and declared that in case default shall be made for the space of thirty days of payment of any sum of money intended to be hereby secured or any part thereof or in case of the breach in observance or non-performance of the covenants or conditions herein contained expressed or implied it shall be lawful for the Mortgagees immediately or at any time after to enter into and upon the land and premises hereby mortgaged or any part thereof and to expel and put out the Mortgagor therefrom and to sell and dispose of the same or any part thereof in manner prescribed by "The Property Law Consolidation Act 1883" and with power to buy and rescind any contract for sale and to resell without being responsible for any loss occasioned thereby except that it shall not be obligatory upon the Mortgagee to give any notice make any demand of payment or await any further period after such default or forbear from exercising the power of sale hereby given save as herein is expressly provided and to apply the money arising from every and any such sale as prescribed in and by the said Act and it is hereby expressly agreed and declared that in case of any such sale being made the Mortgagees may retain all moneys intended to be hereby secured whether actually due or not and further that the receipt in writing of the Mortgagees for the purchase money shall be an effectual discharge to the Purchaser for the same and the Purchaser shall not be concerned to enquire as to whether default has been made or any money remained due or as to the regularity or irregularity of the sale and shall not be bound to see to the application of the purchase moneys provided also and it is hereby further agreed and declared by and between the parties hereto that if the Mortgagor do well and truly pay all interest on the money intended to be hereby secured on the days hereinbefore appointed for payment thereof and observe all the covenants and agreements herein contained expressed or implied then and in such case the Mortgagees shall not nor will before the thirteenth day of August One Thousand nine hundred and six call in or take any steps to enforce payment of the said principle sum of Sis hundred pounds or any part thereof or exercise the power of sale herein contained expressed or implied but no purchaser at any such sale shall be bound to regard the proviso lastly hereinbefore contained or be in any way effected thereby provided also and it is hereby further agreed and declared that the Mortgagor shall not without the previous consent in writing of the Mortgagees off or adopt any proceedings seeking to compel the Mortgagees to accept the said principle sum of Six hundred pounds hereby secure or any part thereof before the said thirteenth day of August One thousand nine hundred and six except upon payment of the sum of £16.10s.0d by way of bonus in addition to all money then owing and the Mortgagor doth herby further covenant with the Mortgagoe that he the Mortgagor will forthwith after the amount of any workers charge in respect of any claim for compensation under "The Workers Compensation for Accidents Act 1900" or any amendment of that Act or any Act passed in substitution for that Act hereinafter included in the expression "the said act" or for damages or for compensation independently of the said Act shall have been ascertained pay the amount of such charge to the worker or other person or persons entitled thereto and will at all times while any moneys shall remain owing on the security or these presents save harmless and keep indemnified the Mortgagees and the said land and premises hereinafter expressed to be hereby mortgaged against all workers charges arising under the said Act or damages or compensation as aforesaid and will forthwith insure and so long as any money shall remain owing on the security of these presents keep insured the Mortgagees against any workers charge under the said Act on the said land and premises hereinafter expressed to be hereby mortgaged obtaining priority over this mortgage and will effect such insurance by means of a policy to be issued by the Government Insurance Commissioner or some other insurer or insurers to be approved by the Mortgagees either in the names of the Mortgagees alone insuring the Mortgagees against such charge as aforesaid and having priority as aforesaid or in joint names of the Mortgagor and the Mortgagees insuring the Mortgagor and the Mortgagees against any such workers charge and such policy or policies in either case shall be expressed to be absolute indemnity of the Mortgagees against all charges damages and compensation as aforesaid and will seven days at least before the same shall become due pay all premiums or other sums of money necessary for keeping such insurance on foot and will forthwith deliver to the Mortgagees the policy or policies of such insurance or insurance and from time to time the receipt for every such premium and that if the Mortgageor shall make default in preforming the covenant hereinbefore contained for the payment by the Mortgagor or every such workers charge as aforesaid or in keeping up such insurance as aforesaid or in paying any such premiums or other moneys or in delivering any policy or premiums receipt as aforesaid it shall be lawful for but not obligatory on the Mortgagees in any such cases to pay all such sums of money as may be requisite to satisfy any workers charge which may have become charge on the said land and premises hereinafter expressed to be hereby mortgaged or to effect such policies or policy as in the opinion of the Mortgagees may be necessary for insuring the Mortgagee against any workers charge or charges obtaining priority over this mortgage and to pay all such sums of money as may be necessary for the purpose of effecting such insurance or paying the premium thereon or any renewal premium thereof and the Mortgageor will forthwith without any demand pay to the Mortgagee all sums of money expended by the Mortgagees in and about any of the matters aforesaid with interest for the same respectively at the rate of Seven pounds per centum per annum computed from the time or respective times of the Mortgagees paying the same until repayment thereof and in the meantime such sums of money with interest at the aforesaid shall be a charge upon the said lands and hereditaments hereinafter expressed to be hereby mortgages and assured and it is hereby declared that the Mortgagee shall be the only person entitled to the benefit of any insurance effected by the Mortgagees upon the Mortgagors default as aforesaid and that the Mortgagor shall not be entitled to the benefit of such insurance or to claim that the same has been effected by the Mortgagees for the benefit of the Mortgagor - In witness whereof the Mortgagor hath hereunto subscribed his name the day and year first written. The Schedule - One undivided moiety or equal half share and all other the estate and interest of the Mortgagor in Firstly all that piece of land containing forty eight acres more or less being part of section 118 on the plan of the Hutt District bounded on the North by the Hutt River on the South by other part of the said section 300 links and by lots 4 to 11 on plan of subdivision of section 118 Hutt District deposited in the Deeds Registry Office Wellington Number 133, 854 Links on the East by other part of the said **Section Number 118**, 4055 links and 334 links and on the West by section number 118 on the said plan 4110 links Secondly all that piece of land containing forty acres more or less being lots 41, 42, 43, 44, 45, 46, 47 and 48 on subdivisional plan of section Number 119 Hutt District deposited in the Deeds Registry Office Wellington Number 135 Thirdly all that piece of land containing forty five acres two roods and thirty perches more or less being part of said section Number 119 on the plan of the Bhutt District Bounded on the North by the Hutt River on the South by other part of the said section Number 119, 300 links and by the Hutt Road 855 links on the East by a public road 2504 links and by other part of the said section Number 119, 1666 links and on the West by section Number 118 on the plan of the said District 4360 links BE all the said several admeasurements and each of them a little more or less As the said several pieces or parcels of land are more particularly delineated and described on the plan thereof drawn hereon and therein outlined in red.

Signed by the said James Brown (*signature*) in the presence of H P Richmond Law Clerk Wellington [plan image saved as IMG_ on 17/12/2019]

We Harold Beauchamp, John Duncan and Herbert

(Reference R24010066 AAAR W3558 24723 box 236 3271, 3272 Mortgage James Brown to Harold Beauchamp & others John Duncan & Herbert Beauchamp part Section 118 and Parts Section 119 Hutt District Wellington Provincial District includes No 3272 discharge/Release – Harold Beauchamp, Herbert Beauchamp & John Duncan to James Brown year 1902)

1906

In 1906 Harry Clifton GIBBONS purchased part of Section 118 from James BROWN and George BROWN.

Evening Post newspaper 26 September 1907

Land Transfer Act Notice – Notice is hereby given that the several parcels of land hereinafter described will be brought under the provisions of The Land Transfer Act 1885 and its

amendments unless caveat be lodged forbidding the same on or before the 20th day of October 1906

3906 JAMES BROWN 72 acres and 10 perches parts Sections 118 and 119 Hutt District. Occupied partly by Applicant and partly by his tenants

3907 GEORGE BROWN 46 acres 1 rood 20 perches parts Section 118 Hutt District. Occupied by Harry Clifford Gibbons

(Reference Papers past website Evening Post newspaper 26 September 1906 page 12)

"he bought the property eight years ago". [Harry Clifton Gibbons circa 1907] (Reference Papers past website Evening Post newspaper 24 May 1915 page 8)

New Zealand Times newspaper 19 May 1909

Business Notices – H C Gibbons and Co are closing down their Upper Hutt nurseries and will sell their stock of plants at moderate prices.

(Reference Papers past website New Zealand Times newspaper 19 May 1909 page 6)

1914-1918

During World War One Harry Clifton GIBBONS leased part of his land in Gibbons Street to the Defence Department for the Remount Depot. This was where the Defence Department prepared the horses for overseas duty. I was also informed that he later gifted the same piece of land to the Catholic Church for a Convent. All these stories will have to be researched.

Evening Post newspaper 17 February 1914

To Let about 50 acres (buildings complete) small Dairy Farm 5 minutes from Upper Hutt Station. H C Gibbons 180 Lambton Quay or Upper Hutt.

(Reference Papers past website Evening Post newspaper 17 February 1914 page 1)

 $Comment-Mr\ J\ W\ Davys\ (Wellington)\ was\ the\ Director\ of\ H\ C\ Gibbons\ and\ Co.$

(Reference Papers past website Evening Post newspaper 07 April 1914 page 3)

Evening Post newspaper 24 November 1914

Government Purchasing Officers will attend at the Remount Depot Upper Hutt on Monday 30th instant from 11 am to 2 pm to purchase horses suitable for Mounted Infantry and Transport work. (Reference Papers past website Evening Post newspaper 24 November 1914 page 12)

Evening Post newspaper 24 May 1915

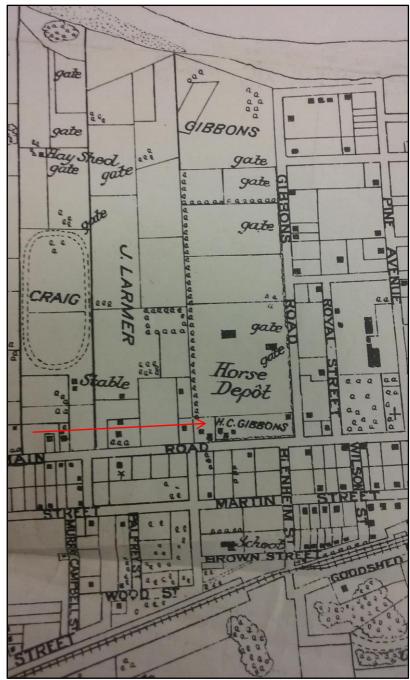
Assessment Court – H C Gibbons objected to the valuation of two properties at Upper Hutt. In one case the capital value was fixed at £4680, unimproved £3885 and in the other the capital value was put down at £580 and the unimproved value at £540. Mr Benge replaced Mr Dwan on the bench as assessor representing the Upper Hutt district. Mr Gibbons said his object in objecting to the valuation was to obtain relief from the rates which were double those of last year. The rates on one section were £1 7s 6d an acre out of the £2 5s that he was able to obtain by way of rent. To Mr Martin witness said he bought the property eight years ago at £90 an acre. That was "boom" time but he found it absolutely unsuitable for the purpose for which he bought it. Owing to the early and late frosts he lost £3500 in two years. Thomas Gill district valuer said the property has a road frontage all the way and could easily be cut up into building sections. It was valued about £100 an acre. The area of the whole block was forty-two acres. The Court refused to reduce the valuation but pointed out that the owner still had the right to call upon the Department to take the property at its valuation. (proceeding)

(Reference Papers past website Evening Post newspaper 24 May 1915 page 8)

Hutt Valley Independent newspaper 04 September 1915

H C Gibbons has rented a house in Kelburne [sic] for five years and has leased his Upper Hutt residence to L S Fanning of Kelburne [sic] for a similar term.

(Reference Papers past website Hutt Valley Independent newspaper 04 September 1915 page 2)



(Reference Upper Hutt City Library Heritage collection Recollect website Map of Remount Depot Howard Weddell collection)

Evening Post newspaper 07 July 1917

Notice is hereby given that the parcel of land hereinafter described will be brought under the provisions of the Land Transfer Act 1915 unless caveat be lodged forbidding the same on or before the 28th day of July 1917. Application 4804 (plan provisional 2301) HARRY CLIFTON 2 roods 39 perches parts Section 118 Hutt District. Occupation by Applicant. Diagram may be inspected at this office. Dated this 27th day of June 1917 at the Lands Registry Office Wellington. G G Bridges District Land Registrar.

(Reference Papers past website Evening Post newspaper 07 July 1917 page 2

Hutt Valley Independent newspaper 13 April 1918

It is understood a Dr Munro is thinking of settling down in Upper Hutt probably in H C Gibbon's house.

(Reference Papers past website Hutt Valley Independent newspaper 13 April 1918 page 4)

Dominion newspaper 31 December 1918

Land Notices – Buildings arranged for if desired

Seaside sections do not suit everyone. Wellingtonians get plenty of sea air. Try inland – The Upper Hutt district is ideal for permanent and weekend residences. Sections at very moderate prices and easiest possible terms. Any areas from ¼ acre to several acres.

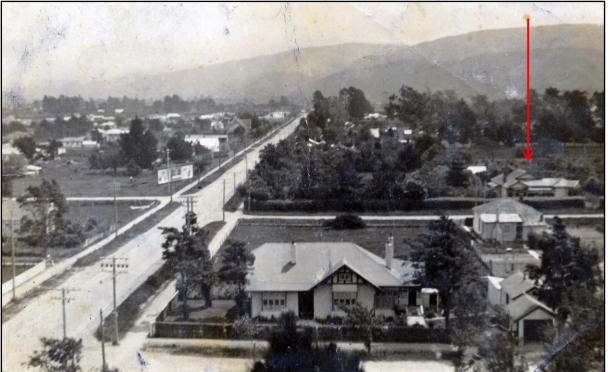
House for sale or lease 7 rooms with orchard and charming plantations with large concrete pond for aquatic plants unique dwelling Gibbons Road particulars on the spot.

Martin Street Upper Hutt one acres section, 2 chain frontage also 1 chain frontage to blind road at back cut up profitably. Price £200. Very near to Wallaceville Station.

H C Gibbons – Gibbons Road Upper Hutt or 180 Lambton Quay Wellington.

(Reference Papers past website Dominion newspaper 31 December 1918 page 10)

1928Circa 1928 Gibbons Street 2nd Street on right (1st street on right Royal Street)



(Reference Upper Hutt City Library Heritage collection Recollect website Min Road circa 1928)

The red arrow points toward the house that we believe belonged to Harry Clifton Gibbons.

The house at the front on the photo on the corner of Main and Royal Streets was built as a family home then later became the former Upper Hutt Police Station but is now a dental surgery.

1940-1950

1945-1947 State Housing

- MAP/PLAN 5 copied on 13 August 2021 saved as IMG_ & IMG_ & IMG_ & IMG_ & IMG_
- 07 March 1945 Director of Housing memo Land offered for housing Upper Hutt part Sections 117, 118 Hutt District 74 acres 1 rood 12.23 perches R G Buckleton Main Road £11,140 I have to acknowledge and thank you for you rw offer of the above described land for the purpose of the Housing Scheme and in reply to advise that an inspection will be undertaken as soon as possible and you will be further communicated with at a later date
- 23 March 1945 Valuation of Land offered for housing Town Upper Hutt Offered R G Buckleton Agent A Birkett Plan Description Part Sections 117, 118 Hutt District CT 500/284 as per plan which please return with your valuation Area 74 acres 1 rood 12.23 perches price now asked by offerer £11,140 Will you please let me have on the form endorsed a Special Valuation of the land described above. In the case of undeveloped land lease supply

- (in addition to the block valuation) an estimate of the fully developed value of an average section within the block allowing 50 feet for the normal frontage. Please note the offer states that 11 quarter acre frontage sections are sold.
- 23 March 1945 Land offered for housing Upper Hutt 74 acres 1 rood 12.23 perches part sections 117, 118 Hutt District R G Buckleton – The above described property has been offered for Housing. Please supply an engineering report in duplicate as early as possible. I supply a plan which you will please return with your report. The offer states that 11 quarter acre frontage sections have been sold – Director of Housing Construction
- 16 April 1945 With reference to your offer of an area of land at Upper Hutt on behalf of Mr R G
 Buckleton I have to advise that urgent steps are being taken to investigate the proposition and
 it is hoped that an early decision will be made in the matter. This land is now included in the
 general 'notice of intention recently gazetted of which particulars were given in the local press

 Director of Housing Construction
- Part Section 117 & 118 Hutt R G Buckleton Engineering report on the property excavating 750 - clearing 100 - removing trees 75 - roads & services 36683 - total 37608 houses 600 Nett Total £37,008 (full details not transcribed) 2 copies
- 30 April 1945 Land for Hosuing Upper Hutt offer by R G Buckleton part sections 117 & 118 Hutt District – In reply to your memorandum 98735 (file 2/136/88) of the 23rd ultimo I submit herewith the following report H C L 2 forms (in duplicate) estimated cost of developments and Drawings R W 130. The Land under offer is mostly first-class land but portions included are shingle and scrub land subject to flooding as is indicated on R W 130. The fall of the land generally is in the same direction as the river there being only a slight fall from the Main Road towards the river. Because of this fact the drainage of the land if developed as separate areas would be more expensive than if the land under consideration formed a portion of a major development. To enable an estimate costs to be prepared a tentative scheme of subdivision is shown on Drawing R W 130 but at this stage it is suggested that a comprehensive scheme to cover all or any areas that may come under offer should be prepared. If the sanitary sewer system as shown on drawing is put in there is no provision in the absence of proposed main sewer data to connect to such main sewer when same is brought up the valley. It is also to be noted that there is no River Board or other authority responsible for the control of the Hutt River at this point and the likelihood of erosion must be considered. However for the purpose of this report the building sites have been located at a distance of five chains from the river to afford some measure of protection. The estimated cost of each block is a follows - East Block = Roading 11,400 - Septic tank 3,522 - Sumps 3,923 - Water reticulation 2,850 - Contingencies 2,181 Total £23,987 & West Block Road 5,280 - Septic tank 2,338 - storm water drains 2604 - water reticulation 1320 - contingencies 1154 – Total £12,696 Inspector of Housing Construction
- 14 May 1945 to Officer in charge Valuation Department copy of the Inspectors report
- 23 May 1945 from Valuation Department Capital value 6366 unimproved value 5200 value of other improvements 1165
- Various other small memo reports on valuation costs etc
- 11 June 1945 to Mr A Birkett Land Agent Upper Hutt re R G Buckleton Upper Hutt With reference to your recent offer of an area of land at Upper Hutt on behalf of the above named I desire to advise that after very careful investigation it is not an economical proposition to purchase the land for subdivision at the price asked. Mr Buckelton purchased this land two or three years ago at a cost of £4500 and even allowing for some increase in values and improvements effected I consider the present day value not greater than 6,000.TBT
- TBT

(Reference Archives NZ Wellington R 1323442 AATE W3322 box 29 32/136/88 Land taken for State Housing – State Housing – Upper Hutt R G Buckleton years 1945-1947)

1954

Upper Hutt Leader 01 April 1954

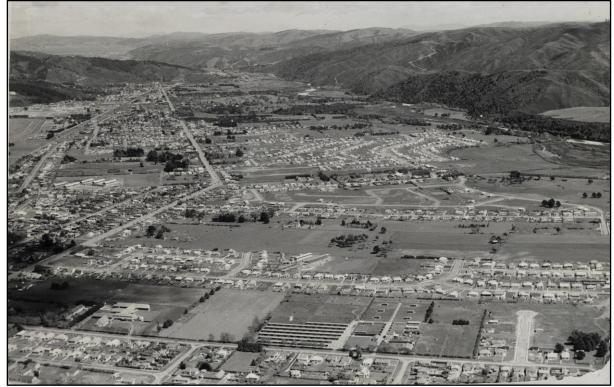
Schedule - That proposed street in the Wellington Land District, Borough of Upper Hutt containing by admeasurement 2 roods 36 perches more or less being part of Section 118 Hutt

District and being also part of the land comprised and described in certificate of title Volume 573 Folio 236 Wellington Land Register.

(Reference Upper Hutt City Library Heritage collection Recollect website Upper Hutt Leader 01 April 1954)

1955

Gibbons Street (bottom of image) 1955



St Joseph's convent & orphanage – Poultry Demonstration Plant – Hall Grove (Reference Upper Hutt City Library Heritage collection Recollect website Aerial view 1955Cora Prout collection)

1958

Upper Hutt Leader 31 July 1958

Special Order Laying off of part of Mcleod Street Extension - The Upper Hutt Borough Council at a Special Meeting held on 28th July 1958 passed the following Special Order - The Upper Hutt Borough Council being the Local Authority having control of the Streets in the Upper Hutt Borough and being satisfied that it is inexpedient to lay off the street hereinafter mentioned at a width of more than 50 feet throughout its length hereby resolves by way of special order to lay off all that piece of land owned by the Upper Hutt Borough Council and situated in the Borough of Upper Hutt containing one rood five decimal three nine perches (0.lr 05.39 perches) be the same a little more or less being part of Lot 1 D.P. 4239 being part of Section 118 Hutt District and being Lot 3 on a Plan prepared by E.A. Cuttriss Registered Surveyor in May 1955 of the subdivision of the part of the said Lot 1 and shown on the copy of the said Plan attached hereto and marked with the letter "A" as coloured pink and so designed as to become part of an ultimate extension of an existing street known as McLeod Street at a width for the above-mentioned part of its length of less than 66 feet but not less than 50 feet subject to the condition that when new buildings are erected or buildings are rebuilt or re-erected or are substantially rebuilt or re=erected on land having frontage to any part of said street which had a width of less than 66 feet no part of any such buildings shall stand within a distance of 40 feet from the centre line of the said street. – Special meeting 25th August 1958.

(Reference Upper Hutt City Library Heritage collection Recollect website Upper Hutt Leader 31 July 1958)

Upper Hutt Leader 01 September 1960

The application relates to the rezoning as "Residential" of land at present zoned "Local Shopping" situated on the corner of Redwood Street and Frazer Crescent which the applicant is purchasing under an agreement for sale and purchase from Mr K Y Joe. The land comprises 23.36 perches more or less being part of Section 118 of the Hutt District and being also Lots 1 and 2 on Deposited Plan No. 16832 and the whole of the land comprised in and described by Certificates of Title Volume 824, Folio 13, and Volume 673, Folio 90 (Wellington Registry). Subject to Order in Council No 2237. The land has a frontage of approximately 50 feet to Frazer Crescent and approximately 60 feet to Redwood Street. The land has a depth of approximately 66 feet from Frazer Crescent and approximately 100 feet from Redwood Street. Any person objecting to or supporting the application, or desiring modification thereof, is required to submit his arguments, in writing, to the Upper Hutt Borough Council within 14 days of the second publication of this notice. Dated at Upper Hutt this 30th day of August 1960.

(Reference Upper Hutt City Library Heritage collection Recollect website Upper Hutt Leader 01 September 1960)

1962

Upper Hutt Leader 31 May 1962

The Upper Hutt Borough Council being the Local Authority having control of the streets in the Upper Hutt. Borough, being satisfied that It is inexpedient to lay off the street hereinafter mentioned at a width of more than 60 feet hereby resolves by way of special order to permit the laying off of all that piece of land situate in the Borough of Upper Hutt containing one acre nought decimal five three perches (la. 0r. 00.53 p.) be the same a little more or less being **part of Section 118 of the Hutt District and being Lot 15** on a plan prepared by H P Hardly & Son Registered Surveyors in February 1962 and submitted to the Council for sealing and being part of the land comprised in and described by **Certificate of Title Volume 603 Folio 276** (Wellington Registry) as street width at a width for part of its length of less than 66 feet but not less than 60. (Reference Upper Hutt City Library Heritage collection Recollect website Upper Hutt Leader 31 May 1962)

Streets recorded on the 1965 survey map of Section 118 recorded - Fraser Crescent (part), Gibbons Road/Street, Hall Grove, Joseph Grove, McCurdy Street, McParland Street (part), Redwood Street (part), Robertson Street and Rongonui Street (part).

1960-1970

Gibbons Road Land Upper Hutt

The land of the Poultry Demonstration Unit in Gibbons Road Upper Hutt was offered for State Housing by the Ministry of Works in 1964. The record below covers the year 1964 to 1967.

- <u>Large plans</u> (3) of part section 118 record Gibbons Road, Victoria Road and Alexandra Road (now McParland Street south between Fraser and Gibbons Street) and includes two (2) dwellings on part section 118. In 2017 the two dwellings current address were [1] older house number Gibbons Street [2] other house number Gibbons Street Upper Hutt. Other references on the plan are H.D.W. 31944 & P. No 6712 & 6/203
- Drawing of part section 118 recording King Road (now Gibbons Street) and Hutt Road the drawing is divided into 3 sections [1] CT 253/100 DP 3993 [2] CT 239/250 DP 3414 [3] CT 253/100 DP 3994 situated in the borough of Upper Hutt (CT 253/100) & (CT 239/250) Proc 3748 (Procl 26/2/47) setting apart the above land for public buildings of the General Government as from 24/2/1947 (NZ Gazette No 9 20 Feb 1947 page 219 PW 24/3212/1) signed S Morgan 18/02/1964
- Description 4a 2r 7p CT 239/250 part section 118 DP 3414 & 10a 2r.36 5p CT 253/100 part section 118 DP 3993 and 3994 valuation not to include two dwellings at present on land
- 24 February 1964 Valuation department owner Department of Agriculture Poultry Unit Gibbons Street Upper Hutt DP 3414, 3993 & 3994 frontage to Gibbons Road building not valued fencing £500 land £22,100 Total £22,600
- Various schedules, reports and letters between Ministry of Works and other government departments.
- 1965 April 07 Land handed over on 09 March 1964 with the department retaining the two houses with adequate sections

- NZ Gazette 14 October 1965 No 59 page 1776
- 26 April 1967 letter from <u>G M C Jane (Mr)</u> Hutt County Council Mangaroa Upper Hutt to Resident Engineer Ministry of Works Trentham Sir I wish to tender my name for lease of the property known as the Poultry Farm Gibbons Street Upper Hutt. I believe that the lease is at present held by a <u>Mrs Haggerty</u> whom I have been led to believe is leaving the district. I would appreciate first refusal of this lease the purpose of which is to graze horses.
- 18 May 1967 from Ministry of Works Housing Division re leasing of land Please find attached copy of letter from Mr G M C Jane who desires to lease the land in Gibbons Street Upper Hutt. We have no objection to Mr Jane leasing the land until such time as it is required by this department (earthworks are scheduled for completion in December 1968) and suggest a month to month tenancy.

(Reference Archives NZ Wellington AATE W 3399 box 96 32/136/105/Ministry of Works District Office Land offered for State Housing – Poultry Demonstration Unit Upper Hutt years 1964-1967)

1970-1980

Part Section No 118 Lot 34 - Bonnie Glen Crescent number 5

Large file recording details about part Section No 118 lot 34 situated at 5 Bonnie Glen Crescent in the names of Mark Bernard REID 37 Briddle Crescent Taita salesman and Jennifer Ann REID his wife dated from 03 September 1871 to 11 December 1975. The Reid's made an application to State Advances Corporation / Crown Lands department who formerly owned and developed the land. The property was transferred on 11 December 1975 as No 136155.3 Lease or Licence No DPU 4373 registered volume 12C folio 579 from Mark Bernard REID Taita salesman and Jennifer Ann REID his wife to (brother) Dennis John REID of Upper Hutt Photo-Lithographer and Pamela Mary REID his wife. Documents dated 1971 to 1975 including sketch plan of lot 34 part Section No 118. For additional information research Deposited Plan DP 32990.

(Reference Archives NZ Wellington R2264589 AAMA W3679 box 53/ DPU4373 D J & P M Reid – Lot 34 DP [deposited plan] 32990 being part Section 118 Hutt District City of Upper Hutt)