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(Approved by the District Land Registrar, Auckland, No. 3360)

New Zealand]

(C)

Under the Land Transfer Act, 1952

Memorandum of Transfer

WHEREAS IVAN MASKELL WITHEY, ROLFE WITHEY and RUPERT WITHEY all of Whakatane Farmers (hereinafter called "the Transferors")

AGREEMENT, TRANSFER, and MORTGAGE stamped with duty of £2 on 5/9/60
£2 on 6/10/60
15 0 77 10 6
Dist. Commissioner of Stamp Duties
TAURANGA

are being registered as proprietors

of an estate in fee simple

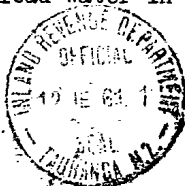
subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon in those pieces of land situated

in the Land District of South Auckland containing FIRSTLY fortytwo (42) acres three (3) roods twenty five (25) perches being Lot 7 Deposited Plan S.6208 being part of the land comprised and described in Certificate of Title Provisional Register Volume S.241 Folio 92 (Auckland Registry) ~~moreover being~~ (hereinafter called "the said Lot 7") and SECONDLY fiftyone (51) acres two (2) roods three (3) perches being Lot 8 Deposited Plan S.6209 being also part of the land comprised and described in Certificate of Title Provisional Register Volume S.602 Folio 209 (Auckland Registry) (hereinafter called "the said Lot 8") and THIRDLY fifty-nine (59) acres two (2) roods five (5) perches being Lot 20 Deposited Plan S.6209 being also part of the land comprised and described in Certificate of Title Provisional Register Volume S.602 Folio 209 (Auckland Registry) (hereinafter called "the said Lot 20")

NOW THIS MEMORANDUM OF TRANSFER WITNESSETH as follows:-

- PURSUANT to Memorandum of Agreement bearing date the 3rd day of March 1960 made between the Transferors and RICHLANDS FARM LIMITED a duly incorporated Company having its registered office at Taneatua and IN CONSIDERATION of the sum of THREE THOUSAND POUNDS (£3000) paid to the Transferors by the said Richlands Farm Limited (the receipt whereof is hereby acknowledged) the Transferors DO HEREBY TRANSFER to the said Richlands Farm Limited all their estate and interest in the said Lot 7 and in the said Lot 8 together with the full free and uninterrupted right and liberty for the said Richlands Farm Limited together with its successors assigns and other the registered proprietors for the time being of the said Lot 7 and the said Lot 8 with their tenants and licensees in common with other persons lawfully using the same to take convey and lead water in free and unimpeded flow (except during any periods of necessary cleaning renewing and/or repairing) from the water-wheel on the said Lot 20 as the same is more particularly shown on the said Deposited Plan S. 6209 by means of the existing pipes or by any pipes substituted therefor such pipes each of them to have a bore not exceeding 1" in diameter and taken from the said water wheel and lead along the line coloured yellow on the said plan to the intent that the same shall for ever hereafter be appurtenant to the said Lot 8 and the said Lot 7.
- RESERVING nevertheless to the Transferors their respective executors administrators and assigns the registered proprietors for the time being of all those pieces of land containing together five hundred and thirty eight (538) acres two (2) roods thirty five (35) perches being Lots 9, 10, 13, 14, 15 and 20 Deposited Plan S. 6209 and Lots 3, 6, 16, 17 and 18 Deposited Plan S.6208 being part of the land comprised and described in Certificate of Title Provisional Register Volume S.241 Folio 92 (Auckland Registry) (all hereinafter called "the retained lands") the full free and uninterrupted right and liberty to take convey and lead water in free and unimpeded flow (except

x being part of the land comprised in and described by Certificate of title Volume 602 Folio 209



12 VI 61 2535 -00.30
Denoting
N.Z. Stamp Duty 10Y

Coloured blue within the boundaries of the said Lot 8
and along the line coloured yellow within the boundaries
of the said Lot 7

during any periods of necessary cleansing renewing and/or repairing) from the water tank on the said Lot 8 as the same is more particularly shown on the said Deposited Plan S. 6209 by means of the existing pipes or by any pipes substituted therefor such pipes each of them to have a bore not exceeding 1" in diameter and taken from the said water tank and lead along the line coloured ~~yellow~~ * on the said plan to the intent that the same shall for ever be appurtenant to the retained lands.

3. PROVIDED however that the registered proprietors of such lands and any of them as hereby have granted or reserved to them rights to take water shall have the full free right and liberty from time to time and at all reasonable times hereafter to enter upon the lands subject as aforesaid by themselves or their agents servants or workmen and with all necessary tools and implements for the purpose of cleansing repairing renewing or inspecting the said water wheel and water tank and/or pipe or pipes and so far as the same shall reasonably be necessary in connection with the premises to break up the surface of the land subject as aforesaid in the vicinity of the said water wheel and water tank and/or pipes or pipes and/or to enter any building standing or being on the land subject as aforesaid through which the said pipe or pipes may pass PROVIDED FURTHER that such cleansing repairing renewing and inspecting and any necessary breaking up of the surface of the land subject as aforesaid shall be done with as little damage as possible to the land subject as aforesaid and all the soil broken up shall again be properly filled in and provided further that the registered proprietor or proprietors from time to time of the land subject as aforesaid and its and their tenants shall not nor will (except as hereinafter provided) do anything whereby the free and unimpeded flow of water through the said pipe or pipes will in any way be interrupted or restricted PROVIDED FURTHER and always that nothing hereinbefore contained is intended to or shall restrict the right of the registered proprietor or proprietors of the said Lot 7 and 8 and its and their tenants to the natural and reasonable use of the water from the said water tank for all reasonable purposes in connection with the use and enjoyment of the said Lot 7 and the said Lot 8 provided further that the cost from time to time of any necessary cleansing renewing and/or repairing of the said water wheel and water tank shall be borne and paid for by the registered proprietors for the time being of the retained lands and each part thereof and of the said Lots 7 and 8 in equal shares PROVIDED ALWAYS and it is hereby agreed and declared that the transferors shall not be liable to contribute to the cost of the erection or maintenance of any dividing fence between the said Lots 7 and 8 and any other land owned by them adjacent thereto but this provision is intended for the benefit of the transferors their executors and administrators only and shall not enure for the benefit of any other person or persons whomsoever.

IN WITNESS whereof these presents have been executed this 31 day of May 1961.

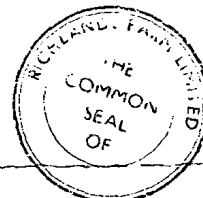
SIGNED by the said IVAN MASKELL)
WITHY, ROLFE WITHY and RUPERT)
WITHY in the presence of:-

I. M. Withy
Rolfe Withy
Rupert Withy

Solicitor
W. H. H. H. H.

THE COMMON SEAL of RICHLANDS FARM)
LIMITED was hereunto affixed in)
the presence of:-

J. H. Richardson
Director



B. H. Richardson
Director

A copy of the above with the
originals of the said
deposited plan S. 6209 and
the said plan S. 6209 and
the said plan S. 6209

In the Land Valuation Court,

(L.V.C.—12

HAMILTON Registry.

No. 135

IN THE MATTER of an application under the Land Settlement Promotion Act, 1952 60

for consent to a Sale of land

Between IVAN MASKELL WITHY, ROLFE WITHY and
RUPERT WITHY, Vendors (lessor),

and RICHLANDS FARM LIMITED, Purchaser (lessee).

BEFORE THE GISBORNE LAND VALUATION COMMITTEE

Upon reading the application of the Vendors

for the consent of the Land Valuation Court to the Sale

of the land described in the schedule hereto

*Delete if not
required:

~~*And upon hearing~~

It is ordered that the consent of the Land Valuation Court be granted to the transaction ~~upon or subject to the following conditions:—~~

SCHEDULE

Those pieces of land containing 94 acres 1 rood 24 perches being Lot 7 D.P.S.6208 and Lot 8 D.P.S.6209 and part of the land in Certificate of Title Volume S.602 Folio 209 Auckland Registry.

Dated at Hamilton this 5th day of May, 1960

(Deputy) Registrar of the Land Valuation Court

Sealed at the office of the Land Valuation Court,

at Hamilton, this 20th

day of May, 1960

(Deputy) Registrar

Solicitors for the applicant:

Buddle, Olley & Co



~~In consideration of~~

(the receipt of which sum is hereby acknowledged)

~~He hereby Transfer to the said~~

all _____ estate and interest in the

~~said piece of land above described~~

In witness whereof _____ have hereunto subscribed _____ name this _____
day of _____ one thousand nine hundred and _____

Signed by the above named

in the presence of _____

223375

104

No.

Correct for the purposes of the Land Transfer Act.

TRANSFER OF

Lot 7 on D.P. S. 6208 and Lot 8
on D.P. S. 6209

WITHY BROS.

Transferor

Solicitor for the Transferee

RICHLANDS FARM LIMITED

Transferee

Particulars entered in the Register-Book Vol. 602

Folio 209
Produced the 6 day of December 1961

at 2.57 o'clock

and entered the 6th day of July
1962 at 9.17 a.m.Assistant Land Registrar
of the District of Auckland.

1B/1180

LAND & DEEDS	
Nature:	T
Firm:	Haddow & C
	- 6 DEC 1961
Time:	2.57
Fees:	4:6:0
Contract No.	66029

Hawerton & Chappell
Solicitors
Faneatus.

Solicitors for the Transferee

THE LAW SOCIETY OF THE DISTRICT OF AUCKLAND

