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Document, Interest, Instrument: 221215.1

Property: 173 Mangorei Road, Merrilands, New Plymouth District

Legal Description: Lot 2 Deposited Plan 11363

CoreLogic Reference: 3042107/2

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MEMORANDUM OF TRANSFER

221215.1 TE

WHEREAS FRAULEIN WINIFRED MILLER of New Plymouth, Widow (hereinafter referred to as "the Transferor")

1. Here state nature of the estate or interest.

is being registered as the proprietor of an estate of freehold in fee simple

subject however to such encumbrances liens and interests as are notified by memoranda

2. District, county, or township.

underwritten or endorsed hereon in all those piece s of land situated in the Land Registration District of Taranaki

3. Here state area, exclusive of roads intersecting the same, if any.

containing FIRSTLY FOUR HUNDRED AND FIFTY-EIGHT SQUARE METRES (458m²)

4. Here state rights of way, privileges, or easements, if any, intended to be conveyed: If the land to be dealt with contains all that is included in an existing grant, or certificate of title, or lease, refer thereto for description of parcels and diagrams, otherwise set forth boundaries in chains, links or feet, and refer to the plan delineated on the margin, or annexed to the instrument or deposited in the Land Registry Office.

be the same a little more or less⁴ being Lot Two (2) on Deposited Plan No. 11363 part of Section 165 Grey District and being all of the land comprised in Certificate of Title Volume D2 Folio 182 (Taranaki Registry) (hereinafter called "the land first above described") AND SECONDLY containing THREE HUNDRED AND SEVENTY-ONE SQUARE METRES (371m²) more or less being Lot One (1) on the said Plan No. 11363 part of the said Section 165 Grey District and being all of the land comprised in Certificate of Title Volume D2 Folio 181 (Taranaki Registry) (hereinafter called "the land secondly above described")

AND WHEREAS there is now standing upon the land secondly above described a dwelling presently under erection having its western wall standing as to one half on the portion of land secondly above described shown as being marked "B" on the distorted diagram endorsed on the said Plan No. 11363 and as to the other half on the portion of the land first above described shown as being marked "A" on the said diagram AND WHEREAS the Transferor has agreed to sell to ALAN JAMES CLARKE of New Plymouth, Builder (hereinafter called "the Transferee") the land secondly above described together with the dwelling house now being erected thereon at and for the price or sum of FOUR THOUSAND SEVEN HUNDRED DOLLARS (\$4700-00) together with and subject to the party wall rights hereinafter granted and reserved NOW THIS MEMORANDUM WITNESSES that in consideration of the said sum of FOUR THOUSAND SEVEN HUNDRED DOLLARS (\$4700-00) on or before the execution hereof paid by the Transferee to the Transferor (the receipt whereof is hereby acknowledged) the Transferor DOTH HEREBY TRANSFER unto the Transferee all that the estate of freehold in fee simple in the land secondly above described of which the Transferor is registered as proprietor as aforesaid TOGETHER WITH full and free right and liberty for the Transferee his executors administrators and assigns and other the registered proprietor for the time being of the land secondly above described to use that portion of the land first above described shown as being marked "A" on the said diagram and the portion of the wall erected there-on or any wall erected in replacement thereof for the support of that portion of the land secondly above described being marked "B" on the said diagram and the portion of the said wall now erected thereon or any wall erected in replacement thereof and for the purpose of making all necessary and proper cuttings therein for the purpose of insertion of beams timbers blocks or joists for support of the said dwelling house and

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22. Stamp Duty NF

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In consideration of the sum of

paid to

by

the receipt of which sum hereby acknowledge:

the floors and roof thereof and to do all such other things as may be reasonably necessary for using and adapting the said wall for the purposes aforesaid RESERVING NEVERTHELESS to the Transferor and her respective executors administrators and assigns and other the registered proprietor or proprietors for the time being of the land first above described similar rights and liberties in respect of that portion of the land secondly above described and marked "B" on the said diagram and the Do hereby Transfer to the said portion of the wall now erected thereon as are hereinbefore granted in favour of the Transferee in respect of the portion of the land first above described marked "A" on the said diagram and the wall erected thereon to the intent that the whole of the said wall shall be

5. Or a lesser estate or interest describing such lesser estate.

all estate and interest in the said piece of land and be deemed to be a party wall and that the rights and privileges hereby granted and reserved shall be forever appurtenant to and be used and enjoyed together with and shall run with the respective lands first above described and secondly above described AND each of the parties hereto being the Transferor of the one part and the Transferee of the other part so as to bind the parties hereto and each of them and their respective executors administrators and assigns and all persons claiming title under them do hereby covenant and agree one with the other that the maintenance and repair of the said party wall whether original or substituted shall be borne and be done at the joint equal expense of the parties hereto unless it can be shown that any repairs or reinstatement have or has been rendered necessary by any act or default of either party alone in which event the party responsible or in default shall bear the whole cost thereof and it is hereby further mutually covenanted and agreed that in the event of any dispute or difference at any time arising between the said parties hereto or their respective executors administrators or assigns or the registered proprietors for the time being of the said lands touching these presents the matter in dispute shall be referred to two arbitrators one to be appointed by either party and an umpire appointed by such arbitrators and otherwise in accordance with the provisions of the Arbitration Act 1908.

In Witness whereof these presents have been executed this

day of

one thousand nine hundred and seventy-five (1975).

Signed

by the said

FRAULEIN WINIFRED MILLER

in the presence of

SIGNED by the said ALAN JAMES CLARKE in the presence of:

Alan James Clarke
Solicitor
New Plymouth

W. Miller

NO.

Correct for the purposes of the Land Transfer Act.

TRANSFER

of FREEHOLD

Situated in the Land Registration District
of Taranaki

[Signature]
Solicitor for the Transferee

F.W.MILLER
Transferor

A.J.CLARKE
Transferee

PARTICULARS entered in Register Book,

Vol. D2, Folio 181, 182.

19 MAR 1975

the day of 19
at 2.26 o'clock

[Signature]
District Land Registrar
of the District of Taranaki



I hereby certify that Part IIA of The Land Settlement
Promotion and Land Acquisition Act 1952 does not
apply to the within transaction.

Solicitor for the Purchaser

The easement created by the within
Transfer is subject to the provisions
of Section 351E(a) of The Municipal
Corporations Act 1954.

D.L.R.

LAND & DEEDS
Nature: Transfer
Firm:
Date:
Time:
Fee: \$
Abstract No.

NICHOLSON, KIRKBY, SHEAT & CO.
SOLICITORS
NEW PLYMOUTH, N.Z.

DISTRICT LAND REGISTRY
NEW PLYMOUTH NO.1
MAR 19 2 26 PM '75

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