

197.0

490435

(Approved by the District Land Registrar, Wellington, No. 119)



(D)

MEMORANDUM OF TRANSFER.

WHEREAS JACK PRESTON MORGAN of Palmerston North, Valuer

(hereinafter called "the Transferor")

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 memorandum underwritten

or endorsed hereon in that piece of land situated in the Land District of Wellington

containing **FIRST:** THIRTY NINE DECIMAL SEVEN EIGHT PERCHES (39.78 perches)

be the same a little more or less situate in the city of Palmerston North being part Hokowhitu numbers ~~3~~ and 4 and being Lot 2 on Deposited Plan number 22624 and being part of the land comprised and described in Certificate of Title volume 903 folio 100 (Wellington Registry) TOGETHER WITH and subject to the easements created by Transfer Number 490434 (hereinafter

called "the land first above described") *and subject to easements of right of way created by T. 36388*

AND WHEREAS the Transferor is the registered proprietor of the land set out in the first schedule hereto being Lots 3 to 6 (inclusive) on Deposited Plan number 22624 (hereinafter called "the land secondly above described")

AND WHEREAS the Transferor has agreed to sell the land first above described to JACK ARNOLD DAVIES of Palmerston North, Joiner (hereinafter called "the Transferee") for the sum of EIGHT HUNDRED AND TWENTY FIVE POUNDS (£825)

NOW THEREFORE in pursuance of the said recited agreement **AND** **IN CONSIDERATION** of the sum of EIGHT HUNDRED AND TWENTY FIVE POUNDS (£825) paid to the Transferor by the Transferee (The receipt of which sum is hereby acknowledged) the Transferor doth hereby transfer to the said the Transferee all his estate or interest in the said piece of land

RESERVING NEVERTHELESS and **THE TRANSFeree DOth HEREBY TRANSFER AND GRANT** unto the Transferor his executors administrators and assigns and the owner or owners for the time being of the land secondly above described as and in the nature of easements forever appurtenant to the land secondly above described the full and free right and liberty:

(a) To pass and re-pass at all times and at any time by day and by night with or without horses and domestic animals of every kind and carriages vehicles and implements of all and every kind.

(b) To erect, re-erect, lay, re-lay, renew, repair and maintain and use transmission lines for electric power and telephone lines together in each case with the necessary poles (if any) and conduits

under over and along that part of the land first above described more particularly comprising TWO DECIMAL SIX SEVEN PERCHES (2.67 perches) shown coloured blue on Deposited Plan number 22624 **AND** for the consideration

Handwritten notes:
T.K. cancelled
J.P.
J.P.

Handwritten notes:
Consent
Buss
6/4/61

Handwritten initials:
J.P.

Handwritten signature:
J. Davies

~~do hereby transfer to the said~~

~~all estate and interest in the said piece of land~~

aforesaid THE TRANSFEROR DOTH HEREBY FURTHER TRANSFER AND GRANT unto the Transferee his executors administrators and assigns and the owner or owners for the time being of the land first above described as and in the nature of easements forever appurtenant to the land first above described the full and free right and liberty:-

- (a) To pass and re-pass at all times and at any time by day and by night with or without horses and domestic animals of every kind and carriages vehicles and implements of all and every kind over and along those parts of the land secondly above described set out in the second schedule hereto.
- (b) To lay, re-lay, renew, repair, maintain and use such sewer pipes as shall be reasonably required and to conduct sewerage therethrough under and along those parts of the land secondly above described more particularly set out in the third schedule hereto.
- (c) To lay, re-lay, renew, repair, maintain and use such water pipes as shall be reasonably required and to conduct water therethrough under and along those parts of the land secondly above described more particularly set out in the fourth schedule hereto.

AND IT IS HEREBY EXPRESSLY AGREED COVENANTED AND DECLARED that the Transferor shall not be called upon to erect or repair or to contribute towards the cost of erection or repair of any dividing fence between the land hereby transferred and any adjoining land owned by the Transferor but this covenant shall not enure for the benefit of any person or persons firm or corporation to whom the transferor may sell any such adjoining land.

~~In witness whereof~~ ~~have hereunto subscribed~~ ~~names~~ ~~themselves~~

day of

Signed on the day above-named by the said

~~in the presence of~~

THE FIRST-SCHEDULE HEREINBEFORE REFERRED TO.

ONE ACRE EIGHT DECIMAL SEVEN FOUR PERCHES (1 acre 8.74 perches) more or less situate in the city of Palmerston North being part Hokowhitu numbers 3 and 4 and being Lots 3 to 6 (inclusive) on Deposited Plan number 22624 and being part of the land comprised and described in Certificate of Title volume 903/100 folio 600/130 (Wellington Registry).

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO.

(RIGHTS OF WAY)

- (a) FOUR DECIMAL TWO EIGHT PERCHES (4.28 perches) more or less being that part of Lot 3 on Deposited Plan number 22624 shown coloured yellow thereon.

- (b) FOUR DECIMAL THREE THREE PERCHES (4.33 perches) more or less being that part of Lot 4 on Deposited Plan number 22624 shown coloured blue thereon.
- (c) TWO DECIMAL SIX THREE PERCHES (2.63 perches) more or less being that part of Lot 5 on Deposited Plan number 22624 shown coloured yellow thereon.
- (d) TWO DECIMAL EIGHT EIGHT PERCHES (2.88 perches) more or less being that part of Lot 6 on Deposited Plan number 22624 shown coloured blue thereon.

THE THIRD SCHEDULE HEREINBEFORE REFERRED TO.

(SEWER EASEMENT)

- (a) FOUR DECIMAL TWO EIGHT PERCHES (4.28 perches) more or less being that part of Lot 3 on Deposited Plan number 22624 shown coloured yellow thereon.
- (b) FOUR DECIMAL THREE THREE PERCHES (4.33 perches) more or less being that part of Lot 4 on Deposited Plan number 22624 shown coloured blue thereon.
- (c) TWO DECIMAL SIX THREE PERCHES (2.63 perches) more or less being that part of Lot 5 on Deposited Plan number 22624 shown coloured yellow thereon.

THE FOURTH SCHEDULE HEREINBEFORE REFERRED TO.

(WATER EASEMENT)

- (a) FOUR DECIMAL TWO EIGHT PERCHES more or less being that part of Lot 3 on Deposited Plan number 22624 shown coloured yellow thereon.
- (b) FOUR DECIMAL THREE THREE PERCHES (4.33 perches) more or less being that part of Lot 4 on Deposited Plan number 22624 shown coloured blue thereon.

IN WITNESS WHEREOF these presents have been executed this 3rd day of

March 1961.

SIGNED by the said JACK PRESTON MORGAN }

in the presence of:-

[Signature]
Witness
Palmerston North.

SIGNED by the said JACK ARNOLD DAVIES }

in the presence of:-

[Signature]
Witness
Palmerston North.

Antiprior no prior agreement in writing

P.P. PETERSEN, SNYER & HUBBARD

[Signature]

-3 MAR 1961

TO: The District Land Registrar,
P.O. Box 5069,
WELLINGTON.

Please do not bring forward as appurtenant to the
land in Certificate of Title Volume 946 Folio 83 the
easement created by Transfer 269132, as the easement is
not in physical contiguity with the land transferred and I
no longer desire to retain the benefit of the easement.

Robert James Buchanan
.....
.....
.....

Purchaser

18/7/61

or Solicitor for Purchaser

490435

946/83

No.

171

Correct for the purposes of the Land Transfer Act.

TRANSFER of freehold

situated in the Land District of Wellington

J. S. Sivy

Solicitor for Purchaser

JACK PRESTON MORGAN

Vendor.

JACK ARNOLD DAVIES

Purchaser.

Particulars entered in the Register Book, Vol. 600

Folio 130 ; 903/100.

the

27 MAR 1961

, 19

at

2 3

o'clock.



District
Assistant

Land Registrar.

WELLINGTON

*Peteresen, Sivy & Hubbard
207/10(1)*

diagram in drawer

946/83

LAND & DEEDS	
Measure:	<i>See this file</i>
Firm:	<i>Peteresen Sivy</i>
18 JUL 1961	
Time:	<i>12 noon</i>
Fee: £	<i>4/-</i>
Abstract No.	<i>3711</i>

Diagrams in drawer

*22624
Row
64*

DEEDS	
Firm:	<i>Montgomery & Son</i>
27 MAR 1961	
Time:	<i>2.3 pm</i>
Fee: £	<i>3 1/2</i>
Abstract No.	<i>1525</i>

PETERSEN, SIVYER & HUBBARD,
SOLICITORS,
PALMERSTON NORTH.

*157 415
2nd / 7-7-61*

