

Memorandum of Transfer

WHEREAS THOMPSON BARFOOT CONSTRUCTION COMPANY LIMITED a duly incorporated Company having its registered office at Auckland and CALLIOPE HOLDINGS LIMITED a duly incorporated Company having its registered office at Auckland

are being registered as proprietors

of an estate in fee simple as tenants in common in equal shares

FIRST IN ALL THAT piece of land containing fourteen decimal two perches being Lot 1 on Deposited Plan 61110 being part Allotment 22 Section 2 Parish of Takapuna (hereinafter called "the land-first above described").

subject-however to such encumbrances liens and interests as are notified by memoranda underwritten or endorsed hereon in the ----- piece ----- of land situated in the -----

of

containing

be the same a little more or less --

SECONDLY IN ALL THAT piece of land containing ten decimal eight perches being Lot 2 on Deposited Plan 61110 being part Allotment 22 Section 2 Parish of Takapuna (hereinafter called "the land secondly above described").

TOGETHER comprising the whole of the land in Certificate of Title 440/296 North Auckland Registry AND WHEREAS the parties hereto have agreed to partition the said lands between them and to create certain party wall rights and also a right of way over part of the said Lot 1 as more particularly hereinafter set forth.

NOW THEREFORE in pursuance of the said agreement and in consideration of the premises THOMPSON BARFOOT CONSTRUCTION COMPANY LIMITED and CALLIOPE HOLDINGS LIMITED do and each of them DOTH HEREBY TRANSFER AND PARTITION unto the said THOMPSON BARFOOT CONSTRUCTION COMPANY LIMITED all their estate and interest in the land first above described and unto the said CALLIOPE HOLDINGS LIMITED all their estate and interest in the land secondly above described. 2

AND FOR THE CONSIDERATION AFORESAID each of the parties hereto respectively doth hereby transfer and grant to the other of them the respective rights and easements hereinafter appearing to the intent that the same shall be forever appurtenant to and used and enjoyed together with and shall run with the land firstly herein described and the land secondly herein described but subject to the respective liabilities hereinafter appearing:-

(a) THAT the existing wall (or any party wall hereafter erected in substitution therefor) erected on part of the boundary line between the land firstly herein described and the land secondly herein described and shown as party wall on the diagram marked "H" on a plan deposited in the Land Transfer Office at Auckland under No 61110 and consisting of that part of Lot 1 coloured blue and that part of Lot 2 coloured yellow, shall be deemed to be a party wall. 7

In Consideration of the sum of

paid to ----- by

the receipt of which sum ----- hereby acknowledged

15-1-70 163121

*****150

8150

Witnessed by

Hereby Transfer to the said

THOMAS H. MURPHY

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

Witnessed by

Witnessed by

Witnessed by

Witnessed by

Witnessed by

To

Witnessed by

In Witness whereof-----have hereunto subscribed-----name

this-

day of-

Signed on the day above named by the said

in the presence of

Witnessed by

Witnessed by

Witnessed by



The Land and Deeds Registry Office.
Private Bag, AUCKLAND.

18th December 1969

Messrs. Milne & Meek,
P. O. Box 1420,
AUCKLAND.

Transfer No. A 427130 - 5.11.1969

Mortgage No. _____

C.T. No. 440/296

PARTIES: THOMPSON BARFOOT CONSTRUCTION CO. LTD. & OR.

TO: THOMPSON BARFOOT CONSTRUCTION CO. LTD. & OR.

Registration of the above-mentioned document(s)
cannot be completed until the following requisition is
satisfied. Your early attention to this matter will
be appreciated.

Please present to the Stamp Office.

f d
District land Registrar

- (b) EACH party hereto and his or their respective executors administrators tenants and assigns or successors in title shall keep that part of the party wall situated on his or their land in good order and repair.
- (c) IF either party or his or their executors administrators tenants or assigns or successors in title shall fail or neglect to keep that part of the party wall situated on his or their land in good order and repair the registered proprietor for the time being of the other tenement may enter on the land of the defaulting registered proprietor and effect the necessary repairs the cost of which shall be borne by the defaulting registered proprietor.
- (d) SUBJECT as aforesaid the cost of repairing and maintaining the said party wall shall be borne in equal shares by the respective registered proprietors for the time being of each tenement.
- (e) EXCEPT for the purpose of effecting necessary maintenance or repairs neither party nor his or their respective successors in title shall at any time pull down demolish or interfere in any with the said party wall without the written consent of the registered proprietor for the time being of the other tenement PROVIDED that such consent shall not be unreasonably withheld in the event of either party desiring to make any additions to the said wall in raising the same or in extending the same along any further part or the whole length of the boundary line PROVIDED further and it is hereby agreed that the person or persons erecting any such extension or addition to the said party wall shall keep and furnish to the other party or parties full details of such extension or addition to the said party wall and the cost thereof and in the event of the other party desiring to make use of such extension or addition the total cost as aforesaid shall be apportioned and fixed by the parties and if they cannot agree shall be referred to arbitration as hereinafter provided.

AND FOR THE CONSIDERATION AFORESAID the said THOMPSON BARFOOT CONSTRUCTION COMPANY LIMITED DOTH HEREBY TRANSFER AND GRANT unto the said CALLIOPE HOLDINGS LIMITED and its successors in title to the land secondly described above as and in the nature of an easement appurtenant thereto the full and free right and liberty for it or them and its or their tenants agents servants workmen licensees and invitees from time to time and at all times by day or by night forever hereafter to pass and repass with or without vehicles over and along that strip of land being that part of Lot 1 coloured yellow on a diagram marked "H" on a plan deposited in the Land Transfer Office at Auckland as No 61110, with the intent that such easement of right of way hereby created shall be forever appurtenant to the land first above described.

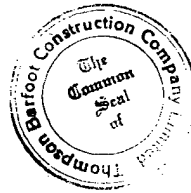
AND IT IS HEREBY AGREED AND DECLARED that the cost of formation and maintenance of the whole of the said right of way shall at all times be borne by the owners of the said lands first and secondly described equally as to half of each and that they in exercise of their respective rights hereunder will at all times exercise reasonable care and in the event of any damage being caused by the owner of any one of the said pieces of land or its/his tenants agents servants workmen licensees and invitees such damage shall be made good by such owner at his own expense.

NO -
affix to
seal
Q

IF any dispute shall arise between the parties hereto or his or their successors in title as to the construction of these clauses or as to the repair maintenance or use of the said party wall or easement or as to the amount to be at any time paid in accordance with these clauses by the Registered Proprietor for the time being of either tenement the same shall be referred to Arbitration in accordance with the Arbitration Act 1908 by two arbitrators one appointed by each party and their umpire.

IN WITNESS WHEREOF these presents have been executed this 3rd day of November One thousand nine hundred and sixty-nine.

The Common Seal of THOMPSON BARFOOT
CONSTRUCTION LIMITED was hereunto
affixed in the presence of:



Val Barfoot Director
J. Thompson Director

The Common Seal of CALLIOPE HOLDINGS
LIMITED was hereunto affixed in
the presence of:



[Signature]
GOVERNING DIRECTOR

Consent for the purposes of the Land Transfer Act

No.

Transfer of

Solicitors for the Purchaser
Auckland

Vendor

Purchaser

Particulars entered in the Register Book, Vol.

Folio

the
at
day of
o'clock
19

District Land Registrar

of the District Auckland

MILNE & MEER,

Solicitors,

AUCKLAND.

CHARTER

A427130

72

17/327/16.
328

No.

Correct for the purposes of the Land Transfer Act

Transfer of- by way of Partition
and Grant of Party wall rights and of
right of way affecting Lots 1 & 2
D.P.61110 Pt.Allot.22 Sec.2 Par/Takapuna
Together comprising C.T 440/296 Nth.Ak Registry

J. Milne

Solicitors for the Purchaser
Auckland

THOMPSON BARFOOT CONSTRUCTION
COMPANY LIMITED & OR.
Transferors
Vendor

THOMPSON BARFOOT CONSTRUCTION
COMPANY LIMITED & OR.
Transferees
Purchaser

I hereby certify that this transaction
does not contravene the provisions of
Part 11A of the Land Settlement Promotion
And Land Acquisition Act, 1952.

J. Milne

Solicitor for the Transferee

Particulars entered in the Register Book, Vol. 440

Folio 296

the 5th day of November 1969
at 9.15 o'clock

J. Milne
Assistant District Land Registrar
of the District Auckland



328
11/11/69
11/11/69

Nov 11 1969

LAND & DEEDS
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"Milne M.
E - NOV 1969
9.15
13187

MILNE & MEEK,

Solicitors,

AUCKLAND.

WATSON

