

638593 TE

(Approved by the District Land Registrar, Wellington.—No. 2224)

(C.)

[New Zealand

Memorandum of Transfer

WHEREAS WILLIAM HENRY ERIC McMILLAN of the City of Lower Hutt, Mechanic (hereinafter called "the Transferor")

is being registered as the proprietor of an estate in fee simple subject, however, to such encumbrances, liens, and interests as are notified by memorandum underwritten or endorsed hereon in, <sup>FIRSTLY</sup> all that piece of land situate in the Block IX of the Belmont Survey District containing Five acres one rood six perches (5a. 1r. 6p.)

being parts of Sections 60 and 187 of the Hutt District and being the balance of the land in Certificate of Title Volume 348 Folio 91 (Wellington Registry) limited as to parcels (hereinafter called "the dominant tenement")

AND SECONDLY all that piece of land situated in Block IX of the Belmont Survey District containing ~~Eighteen Acres Three Roods Thirty and Two One Hundredths~~ (18acs. 3rds. 30.02p.) being parts Sections 187 and 202 Hutt District and being also ~~Perches~~ <sup>Lots 4 and 5</sup> ~~of the Belmont Survey District~~ <sup>being parts of Sections 187 and 202 Hutt District</sup> and being also ~~part of~~ <sup>balance</sup> ~~the~~ <sup>of</sup> the land in Certificate of Title Volume 549 Folio 176 (Wellington Registry) limited as to parcels ~~(hereinafter called "the servient tenements")~~ <sup>\*\*\*AND WHEREAS</sup>

AND WHEREAS the Transferor has for the consideration hereinafter appearing agreed to sell and DANIEL AUGUSTUS KOTLOWSKI of the City of Lower Hutt, Foreman-Ganger and ~~MONICA MARY KOTLOWSKI~~ his Wife (hereinafter called "the Transferees") have agreed to purchase the dominant tenement AND in consideration of such purchase the Transferor <sup>and the said Keith John McMillan</sup> has agreed to grant to the Transferees as and in the nature of an easement appurtenant to the dominant tenement the right to take water from the stream running through the servient tenement and for that purpose to have lay and maintain a line of water-pipes from the said stream over the servient tenements of the dimensions and in the position and subject to the terms hereinafter set forth NOW THIS MEMORANDUM OF TRANSFER WITNESSETH that in consideration of the premises and in further consideration

\*\*\*KEITH JOHN McMILLAN of Lower Hutt, Company Director is registered as proprietor of an estate in fee simple in all that parcel of land containing ONE HUNDRED AND EIGHTY FIVE ACRES FOURTEEN AND NINETY EIGHT ONE HUNDREDTHS PERCHES (18acs. 14.98p.) more or less situate in Block IX of the Belmont Survey District being part Sections 187 and 202 Hutt District and being also Lots 2 and 3 on Deposited Plan 23363 and part of Lot 2 on Deeds Plan 578 and being all the land in Certificate of Title Volume D1 Folio 587 limited as to parcels SUBJECT to Fencing Covenant in Transfer Number 620305 SUBJECT ALSO to Memorandum of Mortgage 620306

*Correct  
R. J. H.  
W. H. H.  
m m k  
D. A. K.*

*R. J. H.  
W. H. H.  
m m k  
D. A. K.*

*W. H. H.  
R. J. H.  
m m k  
D. A. K.*

In ~~Consideration~~ of the sum of ONE THOUSAND FIVE HUNDRED POUNDS (£1,500) paid to the / by the Transferees

(the receipt whereof is hereby acknowledged ) the Transferor

DOTH

~~DO~~ HEREBY TRANSFER to the said Transferees

all his estate and interest in the ~~said piece of land~~ dominant tenement <sup>and the said Keith John McMe</sup> ~~AND~~ for the consideration aforesaid THE TRANSFEROR/DOTH HEREBY TRANSFER <sup>lan</sup> ~~AND GRANT~~ unto THE TRANSFEREES or other the registered proprietor or proprietors of the dominant tenement and his or their tenants full free and uninterrupted right liberty and licence following TO THE INTENT that the same shall be an easement subject as hereinafter appears forever appurtenant to the dominant tenement that is to say:-

WAG due  
R. J. M.  
m.m.k.  
D. a. k.

1. TO take and convey water in free and unimpeded flow and in any reasonable quantity (except during periods of necessary cleaning or repairing) from the stream on the servient tenements at the point of intake marked "intake" on the plan annexed hereto and convey such water therefrom to the dominant tenement by the pipe-line hereinafter referred to.
2. TO lay place and maintain a line of water-pipes from the said point of intake along the line marked "pipe-line" on the plan annexed hereto to the point on the boundary line between the servient tenements and the dominant tenement marked "outlet" on the plan annexed hereto.
3. TO enter upon and remain upon the servient tenements with or without servants, agents, engineers and workmen and with or without any necessary vehicles, implements, tools, pipes and materials of any kind for the purposes of laying and maintaining and repairing and from time to time renewing the said pipe-line and opening up the soil of the servient tenements as shall be necessary and reasonable in that respect AND the Transferees DO HEREBY COVENANT with the Transferor as follows that is to say:-

1. THAT Transferees and their servants, agents, engineers and workmen in the exercise of all or any of the rights hereby granted will cause as little damage as possible to be done to the surface and freehold of the servient tenements and will at the cost of the Transferee effect all work with reasonable despatch and restore the said surface as nearly as possible to its then former condition or state and as may be necessary will replace the soil thereof with the surface and turf thereof consolidated to its proper level and if necessary will re-sow the same in English grasses with proper quantities of seed and manure for the

WAG due  
R. J. M.  
m.m.k.  
D. a. k.

~~IN WITNESS WHEREOF~~ these presents have been executed this ----- day of one thousand nine hundred and ----- full width and extent to which the same shall have been disturbed or interfered with and further the Transferee will compensate the Transferor for all damage caused by any such work to any cultivation crop of any kind for the time being sown or growing or in the course of harvesting upon the said land.

2. THAT the Transferees will keep and maintain the said pipe-line in good and serviceable repair and shall not nor will permit the same to fall into despair nor do damage of any kind nor become a nuisance by bursting or leaking or any other cause whatsoever.

3. THAT the transferees will not call upon the Transferor to erect or repair or contribute towards the cost of erection or repair of any dividing or boundary fence between the dominant tenement and any land adjoining thereto the property of or occupied by the Transferor but this covenant shall not enure for the benefit of any purchaser or other occupier of any such adjoining land.

IN WITNESS WHEREOF these presents have been executed this 28th day of May 1965.

SIGNED by the said DANIEL AUGUSTUS }  
KOFLOWSKI in the presence of:-

D. a. k. Attouhi

Solomon  
Solomon  
Lower Hutt

Memo for DLR.

- ① Leak of Draught Transfer.
- ② Proposed definition of water easement by diagram.

W.H.E. McMillan.  
C.T. 549/176 } 4th arto parcels - but part now subject of DP 23363.  
(situate in Blk IX Belmont SD being Pt Sec 157 & 202 Hust Dist.  
being Pt Lot 2 Reels P 578 and Lots 1-5 DP 23363.

CT 748/91 4th arto parcels. Pt Sec 60 & 157 Hust Dist. Situate in  
Blk IX Belmont SD.

W.H.E. McMillan.

Caract 15197 by D.A. & M.M. Koflowski.

- ② Bearings and distances (in links) and boundary intersections will be required to fix the easement.  
also width of the easement will be required.

a water supply line is shown on D.P. 23363 but  
the only satisfactory fixed point would appear to be  
the tank on lot 4 DP 23363<sup>c</sup> (See F.B. 195 p 80).  
a satisfactory diagram will be acceptable

①. a matter for DLR.

J.H. Mason  
6.1.17. Secretary. D.L.R.  
12.6.65. 6.2.65

Note the Part lot 2 Reels P 578 is being transferred from  
W.H.E. to K.J. McMillan T 620305 C.T. 01/587 -  
W.H.E. has ordered a new C.T. for lot 5 DP 23363 (N.C. 620307)

D.L.R.  
9-2-65

4  
1/4/16/14

(12)

POINTS TO BE CONSIDERED

- (1) Four counter clerks accept 250 documents each in a day but they only check to see that all titles and other documents are present, assess the fees and attach advice sheets. They are not counter clerks as we know them. The checking of the document is done later in the Memorial Section (See 9.). The counter clerks could be quite junior officers. What are the "advice sheets" referred to?
- (2) We cut out search fees and recompensed ourselves by charging extra registration fees on both transfers and mortgages - they have cut out fees for new C/T's and for extra titles and loaded the cost on to transfers only. The report says all transfers. Would that mean Transfers of Leases and of Mortgages?
- (3) If there is some sort of audit how are those presented by hand and those by post distinguished from one another to ensure payment has been made for post registration - see (23) and (25).
- (4) Documents are laid out face up with top two inches showing and are numbered on the two visible corners apparently inside the document.

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┌-----┐
│ 1234   │
│        │
│        │
│        │
└-----┘
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- (5) If the documents are never folded again I cannot understand how they are filed. But perhaps they are folded after registration is completed - but if so the number would have to be endorsed again presumably on the outside for filing purposes.
- (6) The times 9.30, 9.32, 9.34, 9.36, 10.1, 10.15 etc. are all mentioned so probably the book is made up 1 minute to a line. A registration clerk might arrive at 10.45 a.m. and sign up against line 9.51 for instance and if he started actual registration at 11.15 his registration would all be timed 9.51 or 54 minutes before he arrived and 1 hour 24 minutes before his first document was actually accepted.
- (7) If a firm fails to answer when called, does it go to the bottom or just lose its place temporarily? And if it gets back into the queue without going to the end does it retain its original time for its registration? The illustration of the two firms A & B arriving at 9.34 and 9.36 respectively and B's transfer actually registered by 10.1 a.m. being stopped by A's caveat not actually put in till 10.15 reminds me of Wm. McBride's contention that a

SIGNED by the said MONICA MARY KOTLOWSKI in the presence of:-

M. M. Kotlowski

*M. M. Kotlowski*  
Solicitor  
Lancaster Hall

SIGNED by the said WILLIAM HENRY ERIC McMILLAN in the presence of:-

W. H. E. McMillan

*W. H. E. McMillan*  
Solicitor  
Lancaster Hall

SIGNED by the said KEITH JOHN McMILLAN in the presence of:-

W. H. E. McMillan

*W. H. E. McMillan*  
Solicitor  
Lancaster Hall

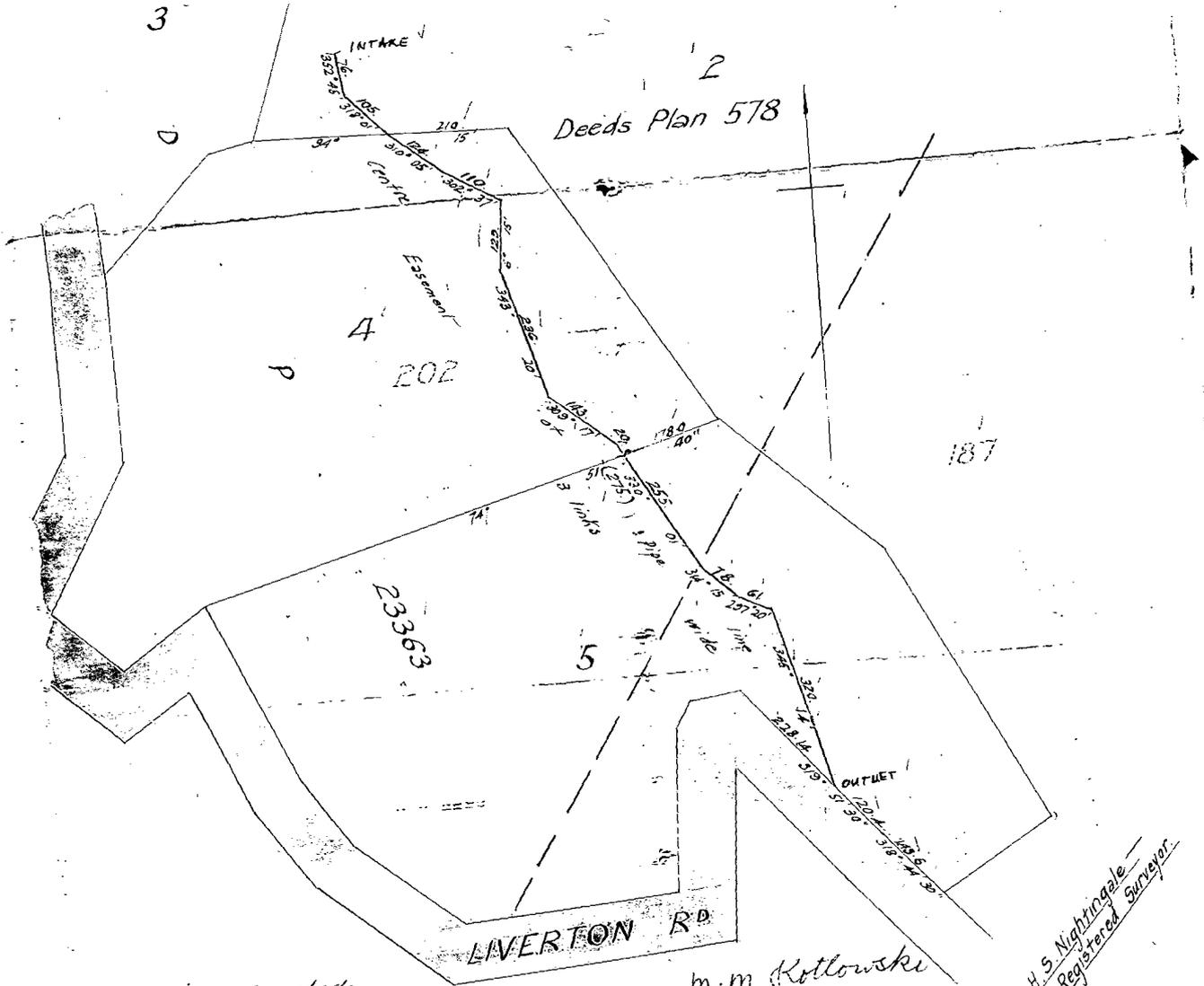


Diagram Accepted  
for ~~Drainage~~  
Easement Purposes.  
only. A.B.C.  
26/10/65.

Scale: - 2 Chains to an Inch.

*M. M. Kotlowski*  
Dist.

*W. H. E. McMillan*

*H. S. Nightingale*  
Registered Surveyor

638593

D3-654

Transfer of FREEHOLD LAND AND GRANT OF PIPE-LINE EASEMENT situated in HUTT COUNTY

Correct for the purposes of the Land Transfer Act, 1952

*William Henry Eric McMillan*

Solicitor for the Transferee.

W.H.E. McMILLAN Transferor

D.A. & M.M. KOTLOWSKI Transferee

I William Henry Eric McMillan as Mortgagee under Memorandum of Mortgage No. 620306 HEREBY CONSENT to the within Easement.

*W.H.E. McMillan*

*Registered in Duplicate*

Particulars entered in the Register Book.

549/176, D1/587, 588. 348/91,  
the 20 JUL 1965 19  
at 2.1 pm o'clock



Assistant Land Registrar, WELLINGTON.

*Handwritten notes:*  
2/1 CT  
8-0 24-20  
16-0  
19-0  
5-16

*Recorded in DP 23363.  
N.B.C. 26/10/65.*

*Handwritten notes:*  
Bal CT 348/91  
Deed 257  
S.O. 20146  
11402  
22/10  
② F 23363

LAND & DEEDS	
Signature:	<i>John &amp; Co. Grant of a Easement</i>
Firm:	<i>Hogg &amp; Co</i>
	20 JUL 1965
Time:	<i>2 1</i>
Fee:	<i>£-4 12/-</i>
Abstract No.:	<i>37128</i>

*Regn 3223  
1-23/8  
2-5/10*

HOGG, GILLESPIE, CARTER & OAKLEY,  
SOLICITORS  
WELLINGTON & LOWER HUTT.

