



(C.) [Approved by the District Land Registrar, Auckland, No. 6519.]

231304 TE 0101870

2/b(10)

Memorandum of Transfer.

WILSONS (N.Z.) PORTLAND CEMENT LIMITED a duly incorporated Company having its registered Office at Auckland in the Provincial District of Auckland and Dominion of New Zealand (hereinafter called the Vendor)

being registered as proprietor

of an estate in fee simple

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

underwritten or endorsed hereon, in that piece of land situated in the said Provincial District containing Seven acres One rood and Twenty-four perches more or less being Lot 51 on the plan deposited in the Land Registry Office at Auckland under Number 703 which said piece of land is part of Allotments 48 and 49 of the Parish of Mahurangi and PART of the land comprised and ... described in Certificate of Title registered in Volume 177 Folio 76 of the Register Book at Auckland IN CONSIDERATION of the sum of Three hundred pounds paid to it by THE RODNEY CO-OPERATIVE DAIRY COMPANY LIMITED a Company duly incorporated as aforesaid and having its registered Office at Warkworth in the said Provincial District (hereinafter called the Purchaser) The receipt whereof is hereby acknowledged) DOETH HEREBY TRANSFER UNTO the Purchaser all its estate and interest in the said parcel of land above described EXCEPTING THEREFROM all limestone marl clay coal and other mineral stone or earth formations in upon or under the said land AND RESERVING unto the Vendor its successors and assigns -

ashes

(a) THE RIGHT to discharge and let escape aerially over and upon the said piece of land above-described from the smoke stacks chimneys and other parts of its manufactory or any other factory or works that may be established by the Vendor without let or hindrance and for all time hereafter smoke soot . fine sand Portland Cement dust clinker hydraulic lime and other lime dust . and other like matter and noxious fumes and vapours created and arising and escaping from the smoke stacks chimneys and other parts of the said manufactory or such other factory or works as may be established by the.... Vendor in the ordinary course of the quarrying and mining of lime stone and other rock and the crushing burning grinding manufacture and preparation .. for sale by the Vendor of Portland Cement clinker hydraulic and other limes and other similar substances or materials without being liable or responsible for any damage that may be occasioned thereby to the said piece of land ... above-described and such aerial discharge of smoke soot ashes fine sand ... Portland Cement dust clinker hydraulic and other lime dust and noxious fumes and vapours as aforesaid shall in nowise be construed a nuisance now or hereafter and the right to carry on its business as a cement manufacturer at its manufactory or any other factory or works that may be established .. by the Vendor in the usual way and without interference from the Purchaser PROVIDED ALWAYS and the Vendor DOETH HEREBY COVENANT with the Purchaser that the Vendor shall and will at all times hereafter use all reasonable efforts and adopt all reasonable means so as to cause as little inconvenience ... annoyance or injury as practicable to the Purchaser and to the said piece . of land and to minimise the injurious effect to the Purchaser and the said piece of land or the Vendor's operations in the course of the said business.

(b) THE SOLE right liberty and license to work quarry excavate or in other manner extract from the earth all limestone marl clay coal and other mineral stone or earth formations now being in upon or under the said piece of land above-described and also the right liberty and license at any time or from time to time to erect plant and machinery on and tramways (aerial . or otherwise) on or over the said piece of land or any part thereof and ... from time to time to take down remove and re-erect or re-construct the .. same and from time to time hereafter to enter upon the said piece of land .

In consideration of the sum of

paid to me by

with or without workmen and others and with or without horses carts or other vehicles and to pass and re-pass over the said piece of land or any . part thereof and to win remove and carry away and convert to its own use .. all such limestone marl clay coal mineral stone or earth formation which .. may be extracted from the said land PROVIDED that the Vendor shall do as .. the receipt of which sum I hereby acknowledge,

little damage as possible to the surface of the said land or any building . or improvements on the same and (subject as hereinafter mentioned) any damage so caused and the amounts to be paid in respect of any temporary or permanent loss of the use of the said land through or by the exercise of the



~~In witness transfer to the said~~

all my estate and interest in the said piece of land

rights hereby conferred shall be the subject of compensation to be paid by the Vendor and to be ascertained if the parties cannot otherwise agree by Arbitration of two arbitrators one to be appointed by the Vendor and the other by the Purchaser such arbitration to be conducted in accordance with the provisions of "The Arbitration Act 1908" such compensation however as regards land used or taken as aforesaid shall in no case exceed a sum which will bear the same proportion to the total purchase money paid to the Vendor for the whole of the land as the area of the land so used and taken bears to the total area sold to the Purchaser and as regards the buildings shall be limited to ... and assessed and payable only in respect of one dwelling-house and farm buildings erected on the said piece of land

(c) THE FULL and free right for all times of entering upon and passing and .. re-passing with or without horses carriages carts and other vehicles at all .. times over the said piece of land to and from other adjoining land belonging to the Vendor or over or in respect of which the Vendor may now or hereafter have or possess any right easement or grant to the end and intent that the right-of-way herein reserved shall enable the Vendor to exercise without hindrance the .. right easement or grant now or hereafter vested in it over or in respect of such other land and obtain the full benefit and advantage therefrom.

(d) THE RIGHT liberty and license to take and convert to its own use the water from all of any of the streams running over or through the said piece of land and to enter upon the said piece of land at all times for the purpose of taking such water and to erect upon the said piece of land any plant or machinery water pipes or races in such manner as may be considered advisable for the purpose of taking and conducting such water and to enter on such piece of land from time to time for the purpose of inspecting renewing repairing relaying or removing any of such pipes or water races AND IT IS HEREBY AGREED AND DECLARED that the provisions of this sub-section including the right of entry herein granted shall mutatis mutandis apply to any machinery plant water pipes or water races already existing on the said land PROVIDED that in the exercise of this right the Vendor shall not deprive the Purchaser of such amount of water as the Purchaser shall require for its own reasonable domestic purposes as occupant of such land.

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

~~Signed on the day above named by the said~~)

in the presence of _____

Signature of Witness _____

Occupation of Witness _____

Address of Witness _____

IN WITNESS WHEREOF the parties hereto have hereunto
subscribed their names. *Mad 22nd day of May 1929*

THE COMMON SEAL of WILSONS (N.Z.) PORTLAND }
CEMENT LIMITED was hereto affixed in the .. }
presence of:- _____ }

Godwinston }
A.R. Robertson } Directors.
----- }
W. J. Pearson } Secretary.
----- }

THE COMMON SEAL of THE RODNEY CO-
OPERATIVE DAIRY COMPANY LIMITED was
hereto affixed in the presence of:—)

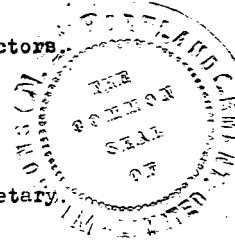


A. W. Duffell
S. Morrison

) Directors

C. Haslell

) Secretary



No. 231304

Correct for the purposes of the Land Transfer Act

TRANSFER OF

Lot 51 on D. P. 703.

Situated in

NORTH

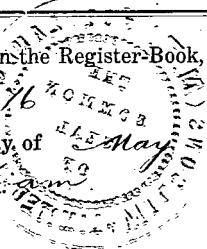
WILSONS (N. Z.) PORTLAND CEMENT LTD. Vendor.

RODNEY CO-OPERATIVE DAIRY COY. LTD. Purchaser.

R. H. Wilson
Solicitor for transferee

Particulars entered in the Register-Book

Vol. 177 Folio 76
the 31st day of May, 1929
at 10-45 o'clock



R. H. Wilson

Acting District Land Registrar
of the District of Auckland.



492/233

231305

Ran.
703.

31. 5. 29

17-11

3.
2/6

pt 177/76

Area - 7-1-24 being lot 51 on Plan
703 + being part of Allots 48442
Mahurangi P.S.

3934
Quarries

ELLIOTT & HOLDEN,
SOLICITORS,
AUCKLAND & WARKWORTH.

Arthur Cleave & Co., Ltd., Printers, Vulcan Lane, Auckland.

