

1. Rights and powers:

State whether any rights or powers set out here are in addition to or in substitution for those set out in the *Seventh* Schedule to the Land Transfer Act 1952.

2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:

The respective registered proprietors for the time being other than Alec Garrett of the said Lots 3 and 4 shall share equally between them the cost of forming, maintaining, draining and fencing the said rights of way on their said respective Lots a good usable and proper condition and in the event of any dispute or disagreement between them the matter in dispute or disagreement shall be referred to Arbitration in accordance with the provisions of the Arbitration Act 1908

Dated this 9th day of May 19 74.

Signed by the above-named ALEC GARRETT

Alec Garrett

in the presence of

Witness: *K. H. H. H.*

Occupation: *solicitor*

Address: *Auckland.*

No.

EASEMENT CERTIFICATE

situated in Lot 5 D.P. 11934 Parish of
Takapuna

PARTICULARS entered in Register Book

Vol. Folio

the

at o'clock.

District Land Registrar
Assistant
of the District of

*The within easements when created will
be subject to Section 351 E(a) Municipal
Corporations Act 1954.*

L. Thompson

*accepted for
registration
purposes*

LAND & DEEDS-
Nature: Easement Certificate
Firm:
Date:
Time:
Fee: \$
Abstract No.

LAND TRANSFER

Avon Publishing Ltd., P.O. Box 736, Auckland

Correct for the purposes of the Land Transfer Act.

(Signed for) the Registered Proprietor

RIGHTS AND POWERS OF GRANTEES IMPLIED IN CERTAIN EASEMENTS BY SECTION 90D OF THE LAND TRANSFER ACT 1952

"1. RIGHT OF WAY

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee, his servants, tenants, agents, workmen, licensees, and invitees (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times by day and by night to go pass and repass, with or without horses and domestic animals of any kind and with or without carriages, vehicles, motor vehicles, machinery, and implements of any kind, over and along the land over which the right of way is granted or created.

"2. RIGHT TO CONVEY WATER

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to take, convey, and lead water in a free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity, consistent with the rights of other persons having the same or similar rights, from the source of supply or point of entry, as the case may be, and following the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out in clause 5 of this Schedule.

"3. RIGHT TO DRAIN WATER

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to drain and discharge water (whether rain, tempest, spring, soakage, or seepage water) in any quantities along the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out in clause 5 of this Schedule (or, where open-drains are provided for, similar rights in regard to those drains, with the necessary modifications as are provided for in respect of pipe lines in the additional rights so set out).

"4. RIGHT TO DRAIN SEWAGE

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to drain, discharge, or convey sewage and other waste material and fluid in any quantities along the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out in clause 5 of this Schedule.

"5. ADDITIONAL RIGHTS ATTACHING TO EASEMENTS OF RIGHT TO CONVEY WATER AND OF RIGHT TO DRAIN WATER AND OF RIGHT TO DRAIN SEWAGE

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) for the purposes of the easement concerned—

- To use any line of pipes already laid on the stipulated course or any pipe or pipes in replacement or in substitution for all or any of those pipes;
- Where no such line of pipes exists, to lay, place, and maintain, or to have laid, placed, and maintained, a line of pipes of a sufficient internal diameter and of suitable material for the purpose under or over the surface (as the parties decide) of the land over which the easement is granted or created and along the line defined for the purpose where such a line has been so defined;
- In order to construct or maintain the efficiency of any such pipe line, the full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee, his tenants, servants, agents, and workmen, with any tools, implements, machinery, vehicles, or equipment of whatsoever nature necessary for the purpose, to enter upon the land over which the easement is granted or created (or, where only the position of the pipe line is defined in the easement, upon such part of the land of the grantor and by such route as is reasonable in the circumstances) and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, and renewing the pipe line of that land.



L. Thompson

PH 274

REGISTRY

NO. 2

270/593, 594

950.2

D20S427.3 C

LEASE

Land Transfer Act 1952

This page does not form part of the Lease.

**LEASE****Land Transfer Act 1952**

If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

NORTH AUCKLAND

Certificate of Title No. All or Part? Area and legal description — *Insert only when part or Stratum, CT*

115A

320

A11

Lessor Surnames must be underlined

IAN STANLEY McEWEN of Auckland, Builder and
SHAIINE FREDERICK WILLIAMS of Beachhaven, Concrete Contractor

Lessee Surnames must be underlined

IAN STANLEY McEWEN of Auckland, Builder and
SHAIINE FREDERICK WILLIAMS of Beachhaven, Concrete Contractor

Estate or Interest: *Insert e.g. Fee simple; Leasehold in Lease No. etc.*Fee simple (1/2 share) *LES*

Leasehold in Lease No:

1/2 share *LES***Term**

999 years commencing on the 1st day of September 19 97

Rental

10 cents per annum payable yearly in advance if demanded in writing by the Lessors before the commencement of the year for which it is payable.

Operative Clause

In consideration of payment of the rent the Lessors lease to the Lessee and the Lessee accepts on lease the flat to be held by the Lessee as lessee subject to the restrictions, conditions, and covenants set out in Memorandum Number 1995/4005 registered in the Land Registry Office for the above district together with the restrictions, conditions, and covenants contained in the attached Annexure Schedule all relating to the land in the above Certificate(s) of Title.

Dated this 14th day of October 19 97

Attestation

Signed in my presence by the Lessor

Signature of Witness

*LE Clifford*Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name L. E. CLIFFORD

Occupation

Solicitor

Signature, or common seal of Lessor

Address

Birkenhead

Signed in my presence by the Lessee

Signature of Witness

*LE Clifford*Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name L. E. CLIFFORD

Occupation

Solicitor

Signature, or common seal of Lessee

Address

*Birkenhead***Certified correct for the purposes of the Land Transfer Act 1952**

Certified that no lease duty is payable by virtue of Section 35(1) of the Stamp and Creque Duties Act 1971.

(DELETE INAPPLICABLE CERTIFICATE)

REC-4140

*LE Clifford**Solicitor for the Lessee*

Annexure Schedule

LEASE

Dated 14th October 1997

Page 2 of 2 Pages

Additional Lease Details

Description of flat: Flat 1 and garage/corper on DP 184119

Restricted area: That part of the land on DP 184119 marked " A "

Staged development area: That part of the land on DP 184119 marked " Z "


Common area: That part of the land on DP 184119 marked "Common Area"

Land share: A one-seventh share

Maximum number of dwelling units for staged development area: SIX (6)

LES

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.



LES

LEASE

Land Transfer Act 1952

Law Firm Acting
LEN CLIFFORD SOLICITOR BIRKENHEAD

Auckland District Law Society
REF: 4140

10.20 16.OCT97 D 205427.3F
L/NZ
PARTICULARS ENTERED
LAND REGISTRY NORTH
ASST LAND REGISTRAR



This page is for Land Registry Office use only.
(except for "Law Firm Acting")



MEMORANDUM OF LEASE No.

1 Full name,
residence, occupa-
tion or registered
office of parties

1 SYLVIA JOSEPHINE WHITEFIELD of Auckland, married woman

(hereinafter called "The Lessors")

being registered as proprietors of an estate in fee simple subject however to such encumbrances liens and interests as are notified by memoranda underwritten or endorsed hereon in all that piece of land situated in the North Auckland Land District containing NINE HUNDRED AND FIFTY-EIGHT SQUARE METRES (958m²) more or less being Lot 2 on Deposited Plan Number 71586 and being all the land comprised and described in Certificate of Title No:27D/592 (North Auckland Land Registry) SUBJECT to fencing covenant contained in Transfer Number AND to Leases Numbers

IN CONSIDERATION of the rent hereinafter reserved and of the covenants conditions and agreements on the part of the Lessee herein expressed or implied to be paid performed observed and fulfilled the Lessors DO HEREBY LEASE UNTO

1 SYLVIA JOSEPHINE WHITEFIELD of Auckland, married woman

(hereinafter called "the Lessee") all that the flat numbered 1 (including garage)

(hereinafter called "the flat") more particularly shown on Deposited Plan No. 74705 being part of the building (hereinafter called "the said building") erected on the said land

TO BE HELD by the Lessee as tenant for a period of nine hundred and ninety-nine (999) years as from and including the First day of November 1974 at the rental of ten cents per annum payable in advance in each year throughout the term hereby created SUBJECT to the following conditions and provisions that is to say: -

The Lessee DOTH HEREBY COVENANT with the Lessors: -

Pay rent

1. TO pay the rent in the manner and at the times hereinbefore provided.

Pay share of following payments

2. THE Lessee will upon demand in writing by the Lessors or their duly authorised agent pay to the Lessors a "proportionate share" of the cost of the following payments for repairs maintenance and other charges incurred or to be incurred in respect of the said land and the said buildings: -

- (a) General rates and other levies assessed on the said land and the said building
- (b) Fire insurance premiums assessed on the said building
- (c) Repairs to or reconstruction of all electrical and plumbing equipment, drains and other amenities serving the said building as a whole
- (d) Repairs to or reconstruction of the roof spouting and downpipes of the said building
- (e) Charges for any exterior decoration or exterior cleaning of the walls doors windows roof and plumbing fittings of the said building
- (f) Charges for all structural repairs and maintenance necessary to the walls framework or foundations of the said building
- (g) Charges for care and maintenance of the grounds paths fences gates and other amenities surrounding the said building
- (h) Provision for a general reserve fund to meet contingent repairs and maintenance
- (i) Provision for and charges for the payment performance and observance of all moneys covenants and conditions to be paid performed and observed in respect of any mortgage or mortgages or charge or charges now or at any time hereafter raised by the Lessors jointly and secured upon the whole of the said piece of land of which the Lessors are registered as proprietors as aforesaid but nothing herein contained or implied shall have any reference or application to any mortgage or charge raised by any one or more of the Lessors affecting the individual estate and interest of each such Lessor or Lessors individually
- (j) All other expenses in respect of the said land and building jointly incurred by the Lessors and not relating solely to any particular flat in the said building.

To whom payable

All moneys payable under this clause shall be payable to the person appointed by the Lessors or a majority of them pursuant to Clause 19 hereof as the agent of the Lessors for the purpose of receiving and disbursing or applying the same for the foregoing purposes.

If payment not made

AND in default of payment thereof by the Lessee the Lessors shall be entitled to demand interest on the amount or amounts owing at a rate being one per cent. in excess of the average rate charged from time to time by Trading Banks on account current which is overdrawn from the date when payment should have been made but such demand shall be without prejudice to the rights of the Lessors under this lease PROVIDED ALWAYS that if any general rates and other levies fire insurances or other outgoings are hereafter assessed levied and demanded in respect of the said flat as a separate dwelling or interest in the said land then the same shall be paid by the Lessee.

Residential purposes only - no pets

3. THAT the Lessee shall use the flat for residential purposes only and shall not bring into or keep in the flat any cat, dog, birds or other pet which may unreasonably interfere with the quiet enjoyment of the other Lessees of the said building or which may create a nuisance.

Not create fire hazard

4. THAT the Lessee shall not bring into or keep in the flat any goods or any substances of a highly combustible nature or do anything (including the unauthorised use of light and power fittings) which may render an increased premium payable for the fire insurance of the said building or which may make void or voidable any such policy of insurance. The Lessee shall comply with all statutes regulations and by-laws of any local authority insofar as they affect the use of the flat by the Lessee.

Maintain interior

5. THE Lessee shall at his own cost keep and maintain the interior of the flat including the doors windows electrical and plumbing apparatus and all fittings of any kind in good order and condition.

Keep clear of rubbish

6. THE Lessee will not leave or place in the passageways stairways or parking area or in the grounds surrounding the said building any receptacles or obstructions whatsoever and will not deposit any refuse or rubbish therein or thereon and will place any garbage cans in the location approved of by the Lessors or a majority of them.

Not cause nuisance

7. THE Lessee will not use the flat for any illegal or immoral purposes and will refrain from causing excessive noise or disturbance within the flat which may be likely to cause a nuisance or an annoyance to the Lessors or occupants of any of the other flats in the said building.

Right to inspect

8. THAT the Lessee will permit the Lessors or their representatives at all reasonable times to enter upon the flat to inspect the condition of the same.

No structural alterations

9. THAT the Lessee will not without the consent in writing of the Lessors or a majority of them for that purpose on every occasion first had and obtained make any structural alterations to the flat or to any partition walls therein or to any passageway or stairways leading thereto nor take any action which might constitute danger or risk to the said building AND will at all times indemnify the Lessors and the Lessees of the other flat/s in the said building against any loss or damage caused by or through the carrying out of any structural alterations or the taking of such action.

Pay electricity, etc.

10. THE Lessee will duly and punctually pay all charges for water electricity gas or other supplies or services relating solely to the flat.

AND THE LESSORS DO AND EACH OF THEM DO THIS HEREBY COVENANT with the Lessee as follows : -

Lessee's right to exclusive occupation

11. THE Lessee performing and observing all and singular the covenants and conditions on his part herein contained and implied shall quietly hold and enjoy the flat without any interruption by the Lessors or any person claiming under them together with the use in common with the other Lessees of flats in the said building of the drives paths and grounds on the said land and of any stairways, balconies and verandahs in the said building for access only to and from such flats.

Lessors to insure

12. THAT the Lessors shall insure the said building against fire and earthquake to its full insurable value and will take out a replacement policy and will pay all insurance premiums on any such policies as and when the same shall become due and owing unless the Lessee and every other Lessee of the said building agrees to effect and keep current a separate and adequate insurance policy for such parts of the said building each Lessee holds as tenant PROVIDED that all such separate policies shall be effected with the one company.

Repair exterior and roof

13. THAT the Lessors will keep the exterior and roof of the said building in a good state of repair and will at all times cause the said land and the said building and the services and amenities serving the same to be managed and maintained at a high standard and will from time to time as when and so often as the same respectively shall become necessary or desirable execute and do the works and things and (subject to payment thereof by the Lessees as provided in Clause 2 hereof) duly and punctually pay the costs charges expenses and outgoings specified and referred to in the said Clause 2 and will apply and deal with the said contributions to reserve fund as the Lessees or a majority of them shall from time to time resolve or direct PROVIDED that in the performance of the covenants of this present clause the Lessors shall have the right at all reasonable times in the daytime and after giving reasonable notice to the Lessee by their agents servants contractors and workmen to enter inspect and if necessary or desirable so to do to execute and do such of the said works and things as may be required to be executed and done in or from the interior of the flat PROVIDED FURTHER AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that in the event of any such work or thing being rendered necessary by the wilful act neglect or negligence of the Lessee or of any person being a licensee or invitee of the Lessee the cost and expense thereof shall be borne solely by the Lessee.

AND IT IS HEREBY COVENANTED AND AGREED BY AND BETWEEN THE LESSORS AND THE LESSEE : -

Retain ownership of freehold

14. (a) IT is a condition of this lease that the Lessee shall at all material times remain owner as proprietor of an undivided proportionate share in the fee simple of the said land while he continues to be a Lessee hereunder. If the Lessee unless by these presents expressly authorised so to do shall deal with either his interest hereunder or his interest in the fee simple in such a manner that both leasehold and freehold interests are not owned and occupied by the same person then this lease shall be immediately determined without however discharging the Lessee from payment of any moneys owing hereunder or releasing him from liability arising from any other breach previously committed.
- (b) NOTWITHSTANDING any rule of law to the contrary the transfer by the Lessee of his interest hereunder shall operate as a release of the Lessee from liability hereunder provided that
- (i) The transferee of the Lessee's interest hereunder shall contemporaneously with the grant of such transfer have vested in him the legal and beneficial ownership of the proportionate share in the fee simple at the time owned by the Lessee, and
- (ii) Such transfer shall not release the Lessee from any antecedent liability hereunder.

Lessors' right to terminate lease if breach

15. IF and whenever there shall be any breach or non-observance or non-performance of any covenant condition or agreement on the part of the Lessee contained or implied of which the Lessors shall have given to the Lessee twenty-eight days' notice in writing thereof and calling upon him to remedy such breach non-observance or non-performance and if after the expiration of the said notice the Lessee shall fail to remedy such breach non-observance or non-performance it shall be lawful for the Lessors forthwith or any time thereafter to re-enter upon and take possession of the flat or any part thereof in the name of the whole whereupon the term hereby created shall absolutely cease and determine.

Fire or earthquake

16. THAT in the event of any flat or flats being partially or wholly damaged or destroyed by fire or earthquake during the term hereby created all moneys received under and by virtue of any policy or policies of insurance shall thereupon be expended with all possible expedition in reinstatement of the said flat or flats and making good the loss or damage in respect of which the said insurance moneys shall have become payable and in the event of the moneys received under and by virtue of the said policy of insurance being insufficient to reinstate the said flat or flats so damaged or destroyed such insufficiency shall be borne by the Lessors in the proportion in which they respectively own the fee simple of the above described land provided that: if the fire was caused by the negligence of one or more of the Lessors that party or parties shall bear such insufficiency PROVIDED FURTHER that if the Lessees of each separate flat shall have effected separate insurance as provided in Clause 12 hereof each Lessee shall expend the insurance moneys received by him in reinstatement and making good as aforesaid the damage to his own flat and shall bear any insufficiency himself.

Water damage

17. THE Lessors shall not be liable to the Lessee or any other person for any water damage caused either by the overflow of the water supply to the said building or to the flat or by rainwater entering the flat.

Arbitration

18. THAT if any question or difference whatsoever shall arise between the parties to this lease or their respective representatives or assigns or between one of the parties hereto and representatives of the others of them touching these presents or any clause or anything herein contained or the construction hereof as to matter in any way connected with or arising out of these presents or the operations thereof or the rights duties or liabilities of any party in connection with the premises then and in every case except where the question or difference arises from the observation of the procedure set forth in Clause 20 hereof the matter in difference shall be referred to arbitration in accordance with the Arbitration Act 1908 and its amendments.

AND IT IS HEREBY AGREED BY AND BETWEEN the Lessors and each of them : -

Appoint agent

19. THAT the Lessors or a majority of them shall from time to time appoint one of their number or any other person or incorporated body as an agent (hereinafter called "the Agent") for the purposes of receiving, disbursing and applying moneys under Clause 2 hereof and for the purposes specified in Clause 20 hereof and for such other purposes as they shall from time to time determine.

If three or more Lessors - procedure to make decision

20. (1) THAT if the Lessors shall be more than two in number then and in such case in the event of any one or more (being fewer than all) of them desiring or proposing that any act matter or thing be done by the Lessors which the Lessors are empowered or required to do whether under these presents or as Lessees of the said land or Lessors of the said building or which may be considered to be necessary or desirable for the efficient and harmonious administration of the said land and/or the said building the following procedure shall be observed :

- (a) Such proposing Lessor or Lessors shall give notice in writing setting out the proposed action and shall serve a copy thereof upon each of the other Lessors (and upon the Agent if the Agent be not a Lessor);
- (b) Each of the Lessors so served as aforesaid shall within seven days next after such service give notice to the Agent in writing of his/her approval or otherwise of the proposed action. (The notice of the proposing Lessor or Lessors under paragraph (a) hereto shall constitute his/her/their approval for the purposes of this present paragraph);
- (c) Any Lessor who shall neglect or fail within the period aforesaid to give notice of his/her disapproval of the proposed action shall be deemed to have approved thereof;
- (d) If all the Lessors shall signify their approval as aforesaid the proposed action shall forthwith thereafter be carried into effect;
- (e) If fewer than all but being a majority (as hereinbefore defined) of the Lessors shall signify their approval as aforesaid the Agent shall forthwith give notice in writing to all the Lessors of the majority decision and the proposed action may thereafter be carried into effect in the name of and so as to bind all the Lessors notwithstanding that one or more (being fewer than the majority) of them shall not have signified his/her/their approval as aforesaid;
- (f) If a majority of the Lessors shall within the period aforesaid notify their disapproval of the proposed action or if the Lessors shall be unable to arrive at a majority decision by the means aforesaid then the proposed action shall be referred to a single arbitrator in case the parties can agree upon one and otherwise to two arbitrators (one to be appointed by the approving Lessors and the other by the non-approving Lessors) or their umpire in accordance with the provisions of the Arbitration Act 1908 or any statutory modification or re-enactment thereof for the time being in force.
- (g) If no person be appointed as the Agent then
- (i) the notice to be given to the Agent under subclause (b) of this clause shall in lieu thereof be given to all the other Lessors and
- (ii) the notice to be given by the Agent under subclause (e) of this clause shall be given by or on behalf of the Lessors approving of the proposed action to all the other Lessors.

If two Lessors disagree

(2) If the Lessors shall be only two in number any proposed action on which they shall fail to agree shall be referred to a single arbitrator in case the parties can agree upon one and otherwise to two arbitrators (one to be appointed by each party) or their umpire in accordance with the provisions of the Arbitration Act.

AND it is hereby covenanted by and between the Lessors and each of them and by and between the Lessors and the Lessee:

Right to sell Lessee's flat

21. (a) THE Lessee hereby covenants that he will obey and carry out any such notice in terms of Clause 20 hereof as aforesaid and in the event of the Lessee neglecting or failing to carry out perform observe or pay any act matter thing or moneys in strict compliance with the terms of any such notice in terms of Clause 20 hereof within seven (7) days of the date specified in such notice for the due carrying out performance observance or payment as aforesaid (or in the event of no date being specified in such notice then within seven (7) days of the date of the receipt of such notice by the Lessee) and/or in the event of this lease being determined or becoming determinable for a period of seven (7) days then the Lessee doth hereby irrevocably appoint the Lessors or such of them as shall then be willing and able to act as the Lessee's attorneys upon or such Lessors thereupon electing so to act and serving written notice in that behalf to ask demand sue for recover and receive all or lawful attorneys of the Lessee for him and in his name and on his behalf to ask demand sue for recover and receive all or demand any sum or sums of money due to or become due to the Lessee touching any matter herein contained or implied to demand enforce and procure compliance with and observance of all covenants conditions and provisions herein contained or implied to pursue and exercise all remedies and powers herein contained or implied to dispose of the Lessee's said interest in the fee simple of the said land and in and under the lease hereby created either by public auction or by private contract and either for cash or upon terms and for such purposes to sign make execute complete deliver stamp and register all the necessary instruments, deeds, documents and writings of every description as fully and effectually as if the Lessee were personally present and acting therein PROVIDED THAT the Lessors as attorneys for the Lessee shall first obtain the report of a registered valuer as to the fair market value of the Lessor's said interest in the fee simple and in and under the lease hereby created but shall not however be bound to sell at such valuation and shall not be liable to the Lessee for selling at a price less than such valuation PROVIDED THAT they have made every reasonable endeavour to obtain a price equivalent to the said valuation PROVIDED THAT the Lessors shall not be bound to take any steps hereby empowered nor shall the Lessors be responsible for any involuntary loss arising upon the pursuit or exercise of any remedies or powers hereunder and PROVIDED FURTHER that no person or persons corporation or corporations or authority or authorities dealing with the Lessors as attorneys for the Lessee shall be concerned to see or enquire as to the propriety or expediency of any act deed matter or thing in which the Lessors as attorneys of the Lessee may do or perform or purport to do or perform or agree to do or perform in the name of the Lessee by virtue of the foregoing provisions AND PROVIDED THAT and the foregoing is subject to the condition that in every case before the power of attorney granted by this clause can be exercised to dispose of any party's interest in the said fee simple a further notice in writing must be served on such party giving him or her twenty-eight days in writing to request that the matter be referred to arbitration. If such party refuses or neglects within such twenty-eight days to reply to request that the matter be referred to arbitration then the said power of attorney may be exercised forthwith but otherwise the matter shall be referred to arbitration in all respects as if a majority decision could not be reached pursuant to the preceding clause. The net proceeds of any sale of the Lessee's interest pursuant to this clause shall after payment of all expenses whatsoever incurred by the Lessors in any way arising out of the determination of this Lease and/or the said sale or in any way relating thereto shall be held by the Lessors in trust for the Lessee.

Notices

- (b) IT IS further mutually agreed and declared and covenanted that any notice required to be given or served touching anything contained or implied in this Lease shall be deemed to have been validly and effectually given and/or served in full compliance with the terms and conditions of this Lease if such notice or notices shall have been given or served upon the party or parties concerned either personally or by leaving the same at or posting the same to the last known place of abode or address of such party or parties and in the event of such service being effected by post the same shall be sent by registered letter and service shall be deemed to have been effected on the day after posting thereof or by affixing the same to the premises demised by the Lessors hereof to the party or parties concerned (being part of the said building) by securely affixing the same to the main or front door exterior thereof and service shall be deemed to have been effected on the day after affixing thereof as aforesaid.

Sale pursuant to Clause 21 (a)

- (c) IF the Lessors shall effect a sale on terms pursuant to Clause 21 (a) hereof then such terms shall require payment in cash of not less than one-third of the total price and the securing of the balance upon first mortgage of the said fee simple and the said interest in and under this lease such mortgage being in terms as are then current for first mortgage and trustee investments made by solicitors in the District in which the property is situated.

Right to sub-let

22. THE Lessee shall have the right to let the flat to a reputable tenant and also to permit the occupation of the flat by any person or persons in whom any right to occupy the flat is vested by any will, instrument of trust, or Court Order or agreement for sale and purchase PROVIDED THAT the Lessee shall ensure that such tenant or such person or persons shall be so bound as to protect all rights under this lease and the Lessee shall take all reasonable steps to enforce such rights.

No merger

23. THE parties agree that there shall be no merger in the event of the Lessee acquiring or remaining a proprietor of a freehold estate in the said land.

Interpretation

24. (1) THAT wherever used in these presents -

- (a) The expression "the Lessors" shall extend to signify include and bind the person/s executing these presents as Lessors and all the Lessors for the time being hereunder (if more than one) jointly and severally and all the respective executors administrators successors and permitted assigns of each Lessor.
- (b) The expression "the Lessee" shall extend to signify include and bind the person/s executing these presents as Lessee and all Lessees for the time being hereunder (if more than one) jointly and severally and all the respective executors administrators successors and permitted assigns of each Lessee.
- (c) The expressions "majority of the Lessors" and "majority of them" shall each mean any number of Lessors for the time being who and/or whose personal representatives together own more than an undivided one-half share of or interest in the fee simple and the expression "a majority decision" shall mean a decision of the majority of the Lessors as so defined.
- (d) The term "proportionate share" shall be deemed to mean "one - half share".
- (e) The sub-headings and marginal notes do not affect the construction of these presents.
- (f) Words importing one gender include the other genders as the case may require.
- (g) Words importing the singular or plural number include the plural and singular number respectively.
- (2) THESE presents shall be considered as always speaking and whenever any matter or thing is expressed in the present tense the same shall be applied to the circumstances as they arise, so that effect may be given to these presents and every part thereof according to their spirit, true intent and meaning.

The following are usually acceptable to the D.L.R. as witnesses without further proof:

- (A) Justice of the Peace (adding after his signature "J.P.")
- (B) Postmaster (adding after his signature his occupation address and his official stamp)
- (C) Land Transfer Officer
- (D) Clergyman (but not in South Auckland Land Registration District)
- (E) Licensed Land Broker
- (F) Solicitor
- (G) Notary Public
- (H) Law Clerk (adding after his signature "Law Clerk to Messrs. A.B. & Co., Christchurch" or to like effect)

IF A CORPORATION:

The Seal must be affixed and witnessed pursuant to regulations of Corporation, above witnesses not required.

The abovenamed Lessee DOTH HEREBY ACCEPT this lease of the flat to be held by him as tenant and subject to the conditions restrictions and covenants above set forth.

DATED this 24th day of October 1974

Signed by the abovenamed SYLVIA JOSEPHINE WHITEFIELD

as Lessors in the presence of:

Witness's Signature [Signature]

Occupation Solicitor

Address Auckland

Signed by the abovenamed SYLVIA JOSEPHINE WHITEFIELD

as Lessee in the presence of:

Witness's Signature [Signature]

Occupation Solicitor

Address Auckland

No.

LEASE of Flat 1 (including Garage)
on D.F. 74705

Correct for the purposes of the Land Transfer Act.

(Solicitor for) the Lessee.

S. J. WHITEFIELD Lessor

S. J. WHITEFIELD Lessee

Particulars entered in the Register-book

Vol. Folio

the

at o'clock

District Land Registrar
Assistant
of the District of

Composite Certificate of Title issued

Register 30C/682

Including $\frac{1}{2}$ share in fee simple.

40118 121
HLSI
XRP-0039155

CLENDON, WILKIN, PEENEY & JOYCE

Solicitors

Auckland

Avon Publishing, P.O. Box 736, Auckland.



NOV 6 10 48 AM '74
220/592
BTL
ENTRY

170687-3
LT4b



MEMORANDUM OF LEASE No.

1 Full name,
residence, occupa-
tion or registered
office of parties

1 SYLVIA JOSEPHINE WHITEFIELD of Auckland, married woman

(hereinafter called "The Lessors")

being registered as proprietors of an estate in fee simple subject however to such encumbrances liens and interests as are notified by memoranda underwritten or endorsed hereon in all that piece of land situated in the North Auckland Land District containing NINE HUNDRED AND FIFTY-EIGHT SQUARE METRES (958m²) more or less being Lot 2 on Deposited Plan Number 71586 and being all the land comprised and described in Certificate of Title No:27D/592 (North Auckland Land Registry) SUBJECT to fencing covenant contained in Transfer Number

AND to Leases Numbers

IN CONSIDERATION of the rent hereinafter reserved and of the covenants conditions and agreements on the part of the Lessee herein expressed or implied to be paid performed observed and fulfilled the Lessors DO HEREBY LEASE UNTO

1 SYLVIA JOSEPHINE WHITEFIELD of Auckland, married woman

(hereinafter called "the Lessee") all that the flat numbered 2 (including Grage) (hereinafter called "the flat") more particularly shown on Deposited Plan No. 74705 being part of the building (hereinafter called "the said building") erected on the said land

TO BE HELD by the Lessee as tenant for a period of nine hundred and ninety-nine (999) years as from and including the First day of November 1974 at the rental of ten cents per annum payable in advance in each year throughout the term hereby created SUBJECT to the following conditions and provisions that is to say:—

The Lessee DOETH HEREBY COVENANT with the Lessors:—

Pay rent

1. TO pay the rent in the manner and at the times hereinbefore provided.

Pay share of following payments

2. THE Lessee will upon demand in writing by the Lessors or their duly authorised agent pay to the Lessors a "proportionate share" of the cost of the following payments for repairs maintenance and other charges incurred or to be incurred in respect of the said land and the said buildings:—

- (a) General rates and other levies assessed on the said land and the said building
- (b) Fire insurance premiums assessed on the said building
- (c) Repairs to or reconstruction of all electrical and plumbing equipment, drains and other amenities serving the said building as a whole
- (d) Repairs to or reconstruction of the roof spouting and downpipes of the said building
- (e) Charges for any exterior decoration or exterior cleaning of the walls doors windows roof and plumbing fittings of the said building
- (f) Charges for all structural repairs and maintenance necessary to the walls framework or foundations of the said building
- (g) Charges for care and maintenance of the grounds paths fences gates and other amenities surrounding the said building
- (h) Provision for a general reserve fund to meet contingent repairs and maintenance
- (i) Provision for and charges for the payment performance and observance of all moneys covenants and conditions to be paid performed and observed in respect of any mortgage or mortgages or charge or charges now or at any time hereafter raised by the Lessors jointly and secured upon the whole of the said piece of land of which the Lessors are registered as proprietors as aforesaid but nothing herein contained or implied shall have any reference or application to any mortgage or charge raised by any one or more of the Lessors affecting the individual estate and interest of each such Lessor or Lessors individually
- (j) All other expenses in respect of the said land and building jointly incurred by the Lessors and not relating solely to any particular flat in the said building.

To whom payable

All moneys payable under this clause shall be payable to the person appointed by the Lessors or a majority of them pursuant to Clause 19 hereof as the agent of the Lessors for the purpose of receiving and disbursing or applying the same for the foregoing purposes.

If payment not made

AND in default of payment thereof by the Lessee the Lessors shall be entitled to demand interest on the amount or amounts owing at a rate being one per cent. in excess of the average rate charged from time to time by Trading Banks on account current which is overdrawn from the date when payment should have been made but such demand shall be without prejudice to the rights of the Lessors under this lease PROVIDED ALWAYS that if any general rates and other levies fire insurances or other outgoings are hereafter assessed levied and demanded in respect of the said flat as a separate dwelling or interest in the said land then the same shall be paid by the Lessee.

Residential purposes only — no pets

3. THAT the Lessee shall use the flat for residential purposes only and shall not bring into or keep in the flat any cat, dog, birds or other pet which may unreasonably interfere with the quiet enjoyment of the other Lessees of the said building or which may create a nuisance.

Not create fire hazard

4. THAT the Lessee shall not bring into or keep in the flat any goods or any substances of a highly combustible nature or do anything (including the unauthorised use of light and power fittings) which may render an increased premium payable for the fire insurance of the said building or which may make void or voidable any such policy of insurance. The Lessee shall comply with all statutes regulations and by-laws of any local authority insofar as they affect the use of the flat by the Lessee.

Maintain interior

5. THE Lessee shall at his own cost keep and maintain the interior of the flat including the doors windows electrical and plumbing apparatus and all fittings of any kind in good order and condition.

Keep clear of rubbish

6. THE Lessee will not leave or place in the passageways stairways or parking area or in the grounds surrounding the said building any receptacles or obstructions whatsoever and will not deposit any refuse or rubbish therein or thereon and will place any garbage cans in the location approved of by the Lessors or a majority of them.

Not cause nuisance

7. THE Lessee will not use the flat for any illegal or immoral purposes and will refrain from causing excessive noise or disturbance within the flat which may be likely to cause a nuisance or an annoyance to the Lessors or occupants of any of the other flats in the said building.

Right to inspect

8. THAT the Lessee will permit the Lessors or their representatives at all reasonable times to enter upon the flat to inspect the condition of the same.

No structural alterations

9. THAT the Lessee will not without the consent in writing of the Lessors or a majority of them for that purpose on every occasion first had and obtained make any structural alterations to the flat or to any partition walls therein or to any passageway or stairways leading thereto nor take any action which might constitute danger or risk to the said building AND will at all times indemnify the Lessors and the Lessees of the other flat/s in the said building against any loss or damage caused by or through the carrying out of any structural alterations or the taking of such action.

Pay electricity, etc.

10. THE Lessee will duly and punctually pay all charges for water electricity gas or other supplies or services relating solely to the flat.

AND THE LESSORS DO AND EACH OF THEM DOETH HEREBY COVENANT with the Lessee as follows : -

Lessee's right to exclusive occupation

11. THE Lessee performing and observing all and singular the covenants and conditions on his part herein contained and implied shall quietly hold and enjoy the flat without any interruption by the Lessors or any person claiming under them together with the use in common with the other Lessees of flats in the said building of the drives paths and grounds on the said land and of any stairways, balconies and verandahs in the said building for access only to and from such flats.

Lessors to insure

12. THAT the Lessors shall insure the said building against fire and earthquake to its full insurable value and will take out a replacement policy and will pay all insurance premiums on any such policies as and when the same shall become due and owing unless the Lessee and every other Lessee of the said building agrees to effect and keep current a separate and adequate insurance policy for such parts of the said building each Lessee holds as tenant PROVIDED that all such separate policies shall be effected with the one company.

Repair exterior and roof

13. THAT the Lessors will keep the exterior and roof of the said building in a good state of repair and will at all times cause the said land and the said building and the services and amenities serving the same to be managed and maintained at a high standard and will from time to time as when and so often as the same respectively shall become necessary or desirable execute and do the works and things and (subject to payment thereof by the Lessees as provided in Clause 2 hereof) duly and punctually pay the costs charges expenses and outgoings specified and referred to in the said Clause 2 and will apply and deal with the said contributions to reserve fund as the Lessors or a majority of them shall from time to time resolve or direct PROVIDED that in the performance of the covenants of this present clause the Lessors shall have the right at all reasonable times in the daytime and after giving reasonable notice to the Lessee by their agents servants contractors and workmen to enter inspect and if necessary or desirable so to do to execute and do such of the said works and things as may be required to be executed and done in or from the interior of the flat PROVIDED FURTHER AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that in the event of any such work or thing being rendered necessary by the wilful act neglect or negligence of the Lessee or of any person being a licensee or invitee of the Lessee the cost and expense thereof shall be borne solely by the Lessee.

AND IT IS HEREBY COVENANTED AND AGREED BY AND BETWEEN THE LESSORS AND THE LESSEE : -

Retain ownership of freehold

14. (a) IT is a condition of this lease that the Lessee shall at all material times remain owner as proprietor of an undivided proportionate share in the fee simple of the said land while he continues to be a Lessee hereunder. If the Lessee unless by these presents expressly authorised so to do shall deal with either his interest hereunder or his interest in the fee simple in such a manner that both leasehold and freehold interests are not owned and occupied by the same person then this lease shall be immediately determined without however discharging the Lessee from payment of any moneys owing hereunder or releasing him from liability arising from any other breach previously committed.
- (b) NOTWITHSTANDING any rule of law to the contrary the transfer by the Lessee of his interest hereunder shall operate as a release of the Lessee from liability hereunder provided that
- (i) The transferee of the Lessee's interest hereunder shall contemporaneously with the grant of such transfer have vested in him the legal and beneficial ownership of the proportionate share in the fee simple at the time owned by the Lessee, and
- (ii) Such transfer shall not release the Lessee from any antecedent liability hereunder.

Lessors' right to terminate lease if breach

15. IF and whenever there shall be any breach or non-observance or non-performance of any covenant condition or agreement on the part of the Lessee contained or implied of which the Lessors shall have given to the Lessee twenty-eight days' notice in writing hereof and calling upon him to remedy such breach non-observance or non-performance and if after the expiration of the said notice the Lessee shall fail to remedy such breach non-observance or non-performance it shall be lawful for the Lessors forthwith or any time thereafter to re-enter upon and take possession of the flat or any part thereof in the name of the whole whereupon the term hereby created shall absolutely cease and determine.

Fire or earthquake

16. THAT in the event of any flat or flats being partially or wholly damaged or destroyed by fire or earthquake during the term hereby created all moneys received under and by virtue of any policy or policies of insurance shall thereupon be expended with all possible expedition in reinstatement of the said flat or flats and making good the loss or damage in respect of which the said insurance moneys shall have become payable and in the event of the moneys received under and by virtue of the said policy of insurance being insufficient to reinstate the said flat or flats so damaged or destroyed such insufficiency shall be borne by the Lessors in the proportion in which they respectively own the fee simple of the above described land provided that if the fire was caused by the negligence of one or more of the Lessors that party or parties shall bear such insufficiency PROVIDED FURTHER that if the Lessees of each separate flat shall have effected separate insurance as provided in Clause 12 hereof each Lessee shall expend the insurance moneys received by him in reinstatement and making good as aforesaid the damage to his own flat and shall bear any insufficiency himself.

Water damage

17. THE Lessors shall not be liable to the Lessee or any other person for any water damage caused either by the overflow of the water supply to the said building or to the flat or by rainwater entering the flat.

Arbitration

18. THAT if any question or difference whatsoever shall arise between the parties to this lease or their respective representatives or assigns or between one of the parties hereto and representatives of the others of them touching these presents or any clause or anything herein contained or the construction hereof as to matter in any way connected with or arising out of these presents or the operations thereof or the rights duties or liabilities of any party in connection with the premises then and in every case except where the question or difference arises from the observation of the procedure set forth in Clause 20 hereof the matter in difference shall be referred to arbitration in accordance with the Arbitration Act 1908 and its amendments.

AND IT IS HEREBY AGREED BY AND BETWEEN the Lessors and each of them : -

Appoint agent

19. THAT the Lessors or a majority of them shall from time to time appoint one of their number or any other person or incorporated body as an agent (hereinafter called "the Agent") for the purposes of receiving, disbursing and applying moneys under Clause 2 hereof and for the purposes specified in Clause 20 hereof and for such other purposes as they shall from time to time determine.

If three or more Lessors — procedure to make decision

20. (1) THAT if the Lessors shall be more than two in number then and in such case in the event of any one or more (being fewer than all) of them desiring or proposing that any act matter or thing be done by the Lessors which the Lessors are empowered or required to do whether under these presents or as Lessees of the said land or Lessors of the said building or which may be considered to be necessary or desirable for the efficient and harmonious administration of the said land and/or the said building the following procedure shall be observed :

- (a) Such proposing Lessor or Lessors shall give notice in writing setting out the proposed action and shall serve a copy thereof upon each of the other Lessors (and upon the Agent if the Agent be not a Lessor);
- (b) Each of the Lessors so served as aforesaid shall within seven days next after such service give notice to the Agent in writing of his/her approval or otherwise of the proposed action. (The notice of the proposing Lessor or Lessors under paragraph (a) hereto shall constitute his/her/their approval for the purposes of this present paragraph);
- (c) Any Lessor who shall neglect or fail within the period aforesaid to give notice of his/her disapproval of the proposed action shall be deemed to have approved thereof;
- (d) If all the Lessors shall signify their approval as aforesaid the proposed action shall forthwith thereafter be carried into effect;
- (e) If fewer than all but being a majority (as hereinbefore defined) of the Lessors shall signify their approval as aforesaid the Agent shall forthwith give notice in writing to all the Lessors of the majority decision and the proposed action may thereafter be carried into effect in the name of and so as to bind all the Lessors notwithstanding that one or more (being fewer than the majority) of them shall not have signified his/her/their approval as aforesaid;
- (f) If a majority of the Lessors shall within the period aforesaid notify their disapproval of the proposed action or if the Lessors shall be unable to arrive at a majority decision by the means aforesaid then the proposed action shall be referred to a single arbitrator in case the parties can agree upon one and otherwise to two arbitrators (one to be appointed by the approving Lessors and the other by the non-approving Lessors) or their umpire in accordance with the provisions of the Arbitration Act 1908 or any statutory modification or re-enactment thereof for the time being in force.
- (g) If no person be appointed as the Agent then
- (i) the notice to be given to the Agent under subclause (b) of this clause shall in lieu thereof be given to all the other Lessors and
- (ii) the notice to be given by the Agent under subclause (e) of this clause shall be given by or on behalf of the Lessors approving of the proposed action to all the other Lessors.

If two Lessors disagree

(2) If the Lessors shall be only two in number any proposed action on which they shall fail to agree shall be referred to a single arbitrator in case the parties can agree upon one and otherwise to two arbitrators (one to be appointed by each party) or their umpire in accordance with the provisions of the Arbitration Act.

AND it is hereby covenanted by and between the Lessors and each of them and by and between the Lessors and the Lessee:

Right to sell Lessee's flat

21. (a) THE Lessee hereby covenants that he will obey and carry out any such notice in terms of Clause 20 hereof as aforesaid and in the event of the Lessee neglecting or failing to carry out perform observe or pay any act matter thing or moneys in strict compliance with the terms of any such notice in terms of Clause 20 hereof within seven (7) days of the date specified in such notice for the due carrying out performance observance or payment as aforesaid (or in the event of no date being specified in such notice then within seven (7) days of the date of the receipt of such notice by the Lessee) and/or in the event of this lease being determined or becoming determinable for a period of seven (7) days then the Lessee doth hereby irrevocably appoint the Lessors or such of them as shall then be willing and able to act as the Lessee's attorneys upon such Lessors thereupon electing so to act and serving written notice in that behalf upon the Lessee to be the true and lawful attorneys of the Lessee for him and in his name and on his behalf to ask demand sue for recover and receive all or any sum or sums of money due to or become due to the Lessee touching any matter herein contained or implied to demand enforce and procure compliance with and observance of all covenants conditions and provisions herein contained or implied to pursue and exercise all remedies and powers herein contained or implied to dispose of the Lessee's said interest in the fee simple of the said land and in and under the lease hereby created either by public auction or by private contract and either for cash or upon terms and for such purposes to sign make execute complete deliver stamp and register all the necessary instruments, deeds, documents and writings of every description as fully and effectually as if the Lessee were personally present and acting therein PROVIDED THAT the Lessors as attorneys for the Lessee shall first obtain the report of a registered valuer as to the fair market value of the Lessor's said interest in the fee simple and in and under the lease hereby created but shall not however be bound to sell at such valuation and shall not be liable to the Lessee for selling at a price less than such valuation PROVIDED THAT they have made every reasonable endeavour to obtain a price equivalent to the said valuation PROVIDED THAT the Lessors shall not be bound to take any steps hereby empowered nor shall the Lessors be responsible for any involuntary loss arising upon the pursuit or exercise of any remedies or powers hereunder and PROVIDED FURTHER that no person or persons corporation or corporations or authority or authorities dealing with the Lessors as attorneys for the Lessee shall be concerned to see or enquire as to the propriety or expediency of any act deed matter or thing which the Lessors as attorneys of the Lessee may do or perform or purport to do or perform or agree to do or perform in the name of the Lessee by virtue of the foregoing provisions AND PROVIDED THAT and the foregoing is subject to the condition that in every case before the power of attorney granted by this clause can be exercised to dispose of any party's interest in the said fee simple a further notice in writing must be served on such party giving him or her twenty-eight days to request that the matter be referred to arbitration. If such party refuses or neglects within such twenty-eight days to reply in writing requesting reference to arbitration then the said power of attorney may be exercised forthwith but otherwise the matter shall be referred to arbitration in all respects as if a majority decision could not be reached pursuant to the preceding clause. The net proceeds of any sale of the Lessee's interest pursuant to this clause shall after payment of all expenses whatsoever incurred by the Lessors in any way arising out of the determination of this Lease and/or the said sale or in any way relating thereto shall be held by the Lessors in trust for the Lessee.

Notices

- (b) IT IS further mutually agreed and declared and covenanted that any notice required to be given or served touching anything contained or implied in this Lease shall be deemed to have been validly and effectually given and/or served in full compliance with the terms and conditions of this Lease if such notice or notices shall have been given or served upon the party or parties concerned either personally or by leaving the same at or posting the same to the last known place of abode or address of such party or parties and in the event of such service being effected by post the same shall be sent by registered letter and service shall be deemed to have been effected on the day after posting thereof or by affixing the same to the premises demised by the Lessors hereof to the party or parties concerned (being part of the said building) by securely affixing the same to the main or front door exterior thereof and service shall be deemed to have been effected on the day after affixing thereof as aforesaid.

Sale pursuant to Clause 21 (a)

- (c) IF the Lessors shall effect a sale on terms pursuant to Clause 21 (a) hereof then such terms shall require payment in cash of not less than one-third of the total price and the securing of the balance upon first mortgage of the said fee simple and the said interest in and under this lease such mortgage being in terms as are then current for first mortgage and trustee investments made by solicitors in the District in which the property is situated.

Right to sub-let

22. THE Lessee shall have the right to let the flat to a reputable tenant and also to permit the occupation of the flat by any person or persons in whom any right to occupy the flat is vested by any will, instrument of trust, or Court Order or agreement for sale and purchase PROVIDED THAT the Lessee shall ensure that such tenant or such person or persons shall be so bound as to protect all rights under this lease and the Lessee shall take all reasonable steps to enforce such rights.

No merger

23. THE parties agree that there shall be no merger in the event of the Lessee acquiring or remaining a proprietor of a freehold estate in the said land.

Interpretation

24. (1) THAT wherever used in these presents —
- (a) The expression "the Lessors" shall extend to signify include and bind the person/s executing these presents as Lessors and all the Lessors for the time being hereunder (if more than one) jointly and severally and all the respective executors administrators successors and permitted assigns of each Lessor.
 - (b) The expression "the Lessee" shall extend to signify include and bind the person/s executing these presents as Lessee and all Lessees for the time being hereunder (if more than one) jointly and severally and all the respective executors administrators successors and permitted assigns of each Lessee.
 - (c) The expressions "majority of the Lessors" and "majority of them" shall each mean any number of Lessors for the time being who and/or whose personal representatives together own more than an undivided one-half share of or interest in the fee simple and the expression "a majority decision" shall mean a decision of the majority of the Lessors as so defined.
 - (d) The term "proportionate share" shall be deemed to mean "one half share".
 - (e) The sub-headings and marginal notes do not affect the construction of these presents.
 - (f) Words importing one gender include the other genders as the case may require.
 - (g) Words importing the singular or plural number include the plural and singular number respectively.
- (2) THESE presents shall be considered as always speaking and whenever any matter or thing is expressed in the present tense the same shall be applied to the circumstances as they arise, so that effect may be given to these presents and every part thereof according to their spirit, true intent and meaning.

The following are usually acceptable to the D.L.R. as witnesses without further proof:

- (A) Justice of the Peace (adding after his signature "J.P.")
- (B) Postmaster (adding after his signature his occupation address and his official stamp)
- (C) Land Transfer Officer
- (D) Clergyman (but not in South Auckland Land Registration District)
- (E) Licensed Land Broker
- (F) Solicitor
- (G) Notary Public
- (H) Law Clerk (adding after his signature "Law Clerk to Messrs. A.B. & Co. Christchurch" or to like effect)

IF A CORPORATION:
The Seal must be affixed and witnessed pursuant to regulations of Corporation, above witnesses not required.

The abovenamed Lessee DOTH HEREBY ACCEPT this lease of the flat to be held by him as tenant and subject to the conditions restrictions and covenants above set forth.

DATED this 24th day of October 1974.

Signed by the abovenamed SYLVIA JOSEPHINE

WHITEFIELD

as Lessors in the presence of:

Witness's Signature [Signature]

Occupation Solicitor

Address Auckland

Signed by the abovenamed SYLVIA JOSEPHINE

WHITEFIELD

as Lessee in the presence of:

Witness's Signature [Signature]

Occupation Solicitor

Address Auckland

S. J. Whitefield

S. J. Whitefield

No.

300/683

Correct for the purposes of the Land Transfer Act.

LEASE of Flat 2 (including Garage)

70-705

[Signature]

on D.P. 74705

(Solicitor for) the Lessee.

S. J. WHITEFIELD Lessor

S. J. WHITEFIELD Lessee

Particulars entered in the Register-book

Vol. Folio

the

at o'clock

District Land Registrar
Assistant
of the District of

Complete Certificate of Title issued

Register 300/683

Including $\frac{1}{2}$ share in fee simple.

CLENDON, WILKIN, FEENEY & JOYCE
Solicitors
Auckland

Avon Publishing, P.O. Box 736, Auckland.



NOV 6 10 48 AM '74
277/592

LT4b

170187.4



132323 T 01011870

Approved by the District Land Registrar, Auckland, No. 111.

[New Zealand.

Agreement stamped with ad
valorem duty of £2 : - : -
on 31st day of May, 1920
MADGE
Dep. Commissioner Stamp Duties.



Memorandum of Transfer

pr 298/77

Henry
Land on Diagram attached

I JOHN ALEXANDER MACKAY of Northcote near Auckland in the Provincial District of Auckland in New Zealand Farmer, 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 Provincial District of Auckland containing Two acres One rood and Thirty-eight and seven tenths perches more or less being portion of Allotment One hundred and fifty of the Parish of Takapuna being part of the land on a plan deposited in the Land Registry Office at Auckland under Number 5105 and being part of the land comprised and described in Certificate of Title

registered in Volume 298 folio 77 of the Register Book at Auckland and being all the land on diagram attached to Transfer registered Number 118916 IN CONSIDERATION of the sum of TWO HUNDRED POUNDS paid to me by EDWIN

CHARLES BONE of Auckland aforesaid Farmer (the receipt whereof is hereby acknowledged)



DO HEREBY TRANSFER to the said EDWIN CHARLES BONE

all my estate and interest in the said piece of land above described

Provided always and it is hereby agreed and declared that the Vendor shall not be liable or called upon to fence or contribute towards the cost of erection or maintenance of any dividing fence between the land hereby transferred and any adjoining land belonging to the Vendor but this proviso shall not ensure to the benefit of any purchaser of any such adjoining land

IN WITNESS WHEREOF I

name this

8th

day of

June

have hereunto subscribed my

one thousand nine hundred

and twenty

SIGNED by the above-named JOHN ALEXANDER

MACKAY as Transferor in the presence of

*Edwin Lee
Law Clerk
Auckland*

John A Mackay

SIGNED by the above-named EDWIN CHARLES

BONE as Transferee in the

presence of

*Mr. B. Hunter
Postmistress
Birkenhead.*

Edwin Charles Bone

No.

132323

Transfer of Ptn Allot. 150 P/Pakapuna

Correct for the purposes of the Land Transfer Acts.

J. Sutherland

Solicitor.

~~JOHN ALEXANDER BAGLEY~~ Vendor.

EDWIN CHARLES BONE Purchaser.

Particulars entered in the Register Book, Vol. 298

folio 77
2nd day of September 1920, at
12.33 o'clock p.m.

W. H. Sutherland

and
District Land Registrar

of the District of

Suefflands

131992

131992

*King
ms
5105*

131992

JOHN ALEXANDER, & BENNETT, & SUTHERLAND

SOLICITORS

AUCKLAND.



61248 T
01011870

[New Zealand.

Memorandum of Transfer.



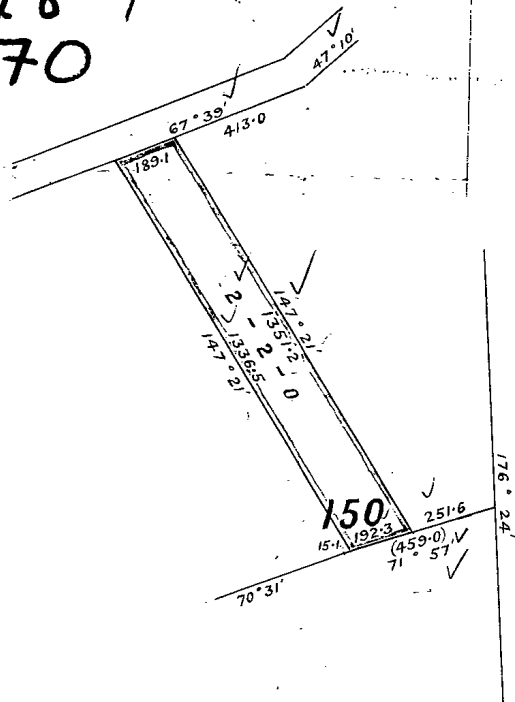
WHEREAS ISABELLA BAGOT wife of Walter Thomas Bagot of Birkenhead Farmer
being registered as proprietor of

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 Provincial District of Auckland containing TWO ACRES TWO RODS more or less being portion of the Northern ... portion of Allotment One hundred and fifty of the Parish of Takapuna and ... being part of the land mentioned and described in Volume 56 Folio 215 of the Register Book at Auckland As shown on the plan drawn hereon edged green has sold inter alia the said piece of land to John Alexander Mackay of Lake ... Takapuna Farmer but no transfer to the said John Alexander Mackay has yet ... been executed AND WHEREAS the said John Alexander Mackay has since sold the said piece of land to ^{John Williams} ~~WILLIAM JOHN~~ COPLAND of Birkenhead aforesaid Settler, for the sum of TWO HUNDRED POUNDS and has requested the said Isabella Bagot to transfer the said piece of land direct to the said ^{JOHN WILLIAM} ~~William John~~ Copland, which she the said Isabella Bagot has agreed to do NOW THIS TRANSFER WITNESSETH that IN CONSIDERATION of the sum of Two hundred Pounds paid to the said Isabella Bagot by the said John Alexander Mackay thereceipt of which sum is hereby acknowledged She the said Isabella Bagot doth hereby (at the request and by the direction of the said John Alexander Mackay testified by his being a party to and executing these presents) transfer to the said ... ^{John Williams} ~~William John~~ Copland all her estate and interest in the piece of land above described And IN CONSIDERATION of the sum of TWO HUNDRED POUNDS paid to the said John Alexander Mackay by the said ^{John Williams} ~~William John~~ Copland the receipt of which sum is hereby acknowledged He the said John Alexander Mackay doth ... hereby confirm the Transfer to the said ^{John Williams} ~~William John~~ Copland PROVIDED ALWAYS and it is hereby agreed that the said John Alexander Mackay shall not be ... liable to fence or to contribute towards the costs of the erection or maintenance of any dividing or boundary fence between the land hereby transferred and any adjoining land belonging to the said John Alexander Mackay but these provisions shall not enure to the benefit of the Purchaser of any such adjoining land

IN WITNESS whereof the said parties have hereunto subscribed their names this 11th day of August One thousand nine hundred and eleven

Witnessed by the said ISABELLA BAGOT

61248 T
01011870



151

147.21
95
57.21
14.36
192.3

96.77
87.09
1.93
187.69

25.21
22.69
0.58
2.94

67.39
57.21
10.18
187.2

96.39
75.71
8.85
10

17.58
4.30
1.61
1.52

186.05 33.81

Scale = 4 Chains to an Inch.

See Plan 2544. = 5105

79° 42' 40" = 999994041
1343.85
189.1
341283 408
217669 14
53979757
= 2 1/2 ac

192.3
251.6
443.9
15.1
459.0

1351.2
35.81
1385.01
1.148
1336.55

No. 6246 Memo of Transfer of Part Allot 150

situated in Parish of Takapuna

Correct for the purposes of the Land Transfer Act.

ISABELLA BAGOT & anr.
Vendors

Graham Robinson

Solicitor.

MR. JOHN W. COPLAND
Purchaser

Particulars entered in the Register-Book, Vol. 56

Folio 215

the 28 day of August, 1911

at 11.32 o'clock. am.

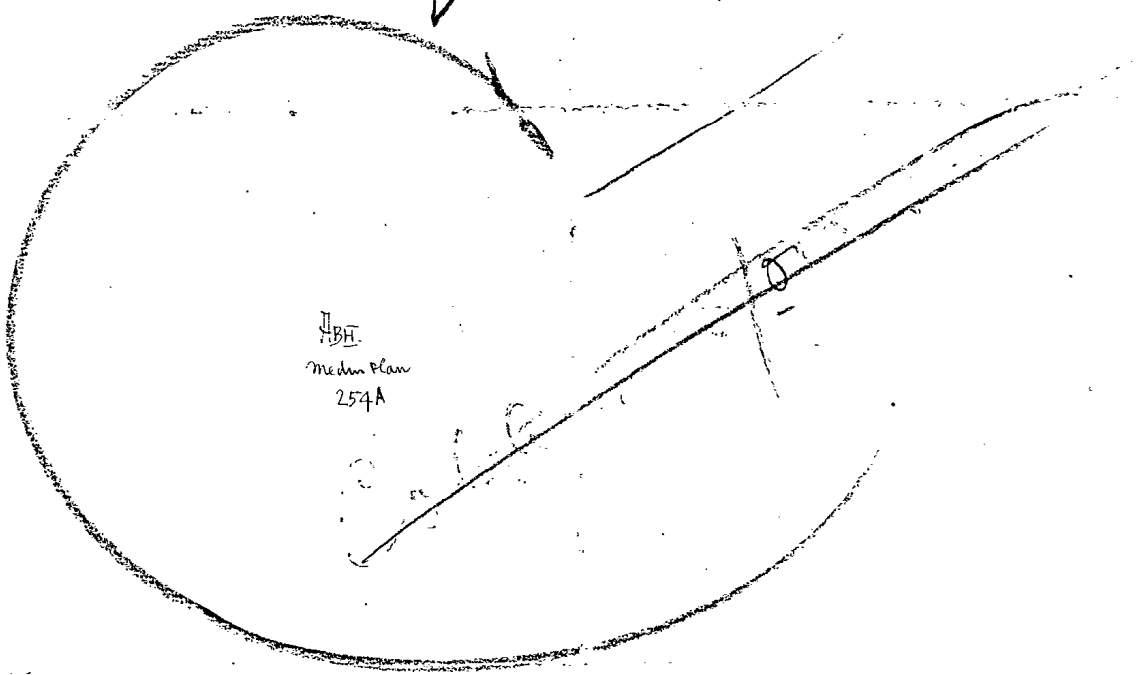


R. B. Brown
Registrar of the District of Auckland.

REQUISITION.

22/8/1911

File 299



30/