

100/11
①
Memorandum of an Agreement

made this

day of one thousand nine

hundred and

BETWEEN ANGLICAN CHILDRENS TRUST

(hereinafter referred to as "the Vendor ") of the one part and ROBERTSON O'NEILL LIMITED of Auckland or its nominee

(hereinafter referred to as "the Purchaser ") of the other part WHEREBY the Vendor agree to sell and the Purchaser to purchase ALL THAT piece or parcel of land more particularly described in the Schedule hereto in the term and conditions following that is to say:—

1. The price is **FIVE THOUSAND DOLLARS (\$5,000)**

(a) The sum of ---

has been paid as a deposit and as part payment of the purchase money as is hereby acknowledged.

(b) The balance of the said purchase money shall be paid as follows:—

In cash fourteen days after the deposit of the plan of subdivision hereinafter mentioned (hereinafter called "the date of settlement")

And if from any cause whatever (save the default of the Vendor) the purchase shall not be completed by the date day **settlement** ~~to~~ the Purchaser shall pay to the Vendor interest at the rate of **Eight Dollars (\$8.00)** per centum per annum on the remainder of the purchase money from that period until completion of the purchase but nevertheless this stipulation is without prejudice to any of the Vendor's rights under this agreement.

2. Upon payment of the said purchase money and all interest thereon and other moneys (if any) then due hereunder the Vendor and all other necessary parties if any will execute a proper assurance of the said land such assurance to be prepared by and at the expense of the Purchaser and to be tendered to the Vendor for execution.

3. Possession shall be given and taken upon the date day of 19- of settlement up to which date all outgoing and incoming shall be apportioned. From the time of signature of this Agreement by the parties hereto (or if this contract is a conditional contract then from the time when this contract becomes effective) the property hereby agreed to be sold is at the risk of the Purchaser with regard to fire tempest earthquake or deterioration of any kind except and to such extent as any loss or damage may be due to the negligence or default of the Vendor. Pending possession being given to the Purchaser and subject to the Purchaser obtaining the sanction of the Insurance Company concerned and subject to the rights of any mortgagee of the said land the Vendor will hold the existing policy or policies of insurance in trust for the Vendor and the Purchaser according to their respective rights and interests therein.

4. Any objections to or requisitions on the title to which the Purchaser shall be entitled to make must be stated in writing to the Vendor's solicitors within days from the the Vendor's furnishing the Purchaser with a reference to the title (time being essential) and in default thereof the same shall be held to be waived and the title to have been absolutely accepted by the Purchaser

5. The Vendor shall not be bound to point out the boundaries of the land hereby agreed to be sold and no further or other evidence of the identity of the said land with the property described in the deeds relating thereto beyond such (if any) as may be gathered from the descriptions in such deeds shall be required and the Purchaser shall admit such identity.

6. In the event of the Vendor being unable or unwilling to remove or comply with any objections or requisitions which the Purchaser may be entitled to make the Vendor shall be at liberty notwithstanding any intermediate negotiations by notice in writing to the Purchaser to rescind the sale in which case the Purchaser shall receive back the deposit without interest but shall have no claim whatever on the Vendor for the expense of investigating the title or any other expenses or for compensation of any kind or any otherwise howsoever.

7. If the Purchaser shall make default in payment of any instalment of the purchase moneys hereby agreed to be paid or of interest thereon or in the performance or observance of any other stipulation or agreement on the part of the Purchaser herein contained (the times for such payment or performance fixed by these presents being both at law and in equity strictly of the essence of the contract) and such default shall be continued for the space of fourteen days then and in such case the Vendor without prejudice to his other remedies may at his option exercise all or any of the following remedies, namely:—

- (a) May rescind this contract of sale and thereupon all moneys theretofore paid shall be forfeited to the Vendor as liquidated damages.
- (b) May re-enter upon and take possession of the said lands and property without the necessity of giving any notice or making any formal demand.
- (c) May re-sell the said lands and property either by public auction or private contract, subject to such stipulations as he may think fit and any deficiency in price which may result on and all expenses attending a re-sale or attempted re-sale shall be made good by the Purchaser and shall be recoverable by the Vendor as liquidated damages the Purchaser receiving credit for any payments made in reduction of the purchase money. Any increase in price on re-sale shall belong to the Vendor

8. If any misdescription errors or omissions shall be discovered in this Agreement it shall not annul the sale but shall be the subject of arbitration under "The Arbitration Act 1908" or any amendments thereto.

9. The Vendor shall not be liable to pay for or contribute towards the expenses of the erection or maintenance of any fencing.

10. The property is bought and sold subject to existing tenancies if any.

11. The Purchaser shall before the expiration of three months from date hereof duly stamp either the counterpart of this Agreement or an assurance in pursuance thereof and in default thereof the Vendor may stamp this Agreement and recover the cost from the Purchaser

12. If the land affected by this Agreement exceeds five acres this contract is subject to any necessary consent of the Land Valuation Court and the Purchaser will within fourteen days from the date of signature of this Agreement either.

- (a) Complete and deposit with the District Land Registrar a Declaration in conformity with Section 24 of the Land Settlement Promotion Act 1952 and its amendments and deliver a copy thereof to the Vendor or
- (b) Deliver to the Vendor any statement declaration or other document required by regulation or otherwise to be completed by the Purchaser for filing with an application to the Land Valuation Court; and each party hereto shall do all such acts and things as may be necessary or expedient for the purposes of endeavouring to obtain such consent or ensuring compliance with the provisions of the Land Settlement Promotion Act 1952 and its amendments, and any regulations for the time being thereunder; and each party shall bear his own legal and other costs whatsoever of and incidental to any such declaration, application or other process.

13. If such consent where necessary shall not be granted by the 8th day of July 1959 or such later date as the parties agree on or shall be refused or shall be granted subject to conditions then this Agreement subject as hereinafter mentioned shall be void PROVIDED HOWEVER that if such consent shall be granted within such time subject to conditions to which the parties shall agree or subject to conditions not prejudicial to the Purchaser if the Vendor shall within seven (7) days after the grant thereof notify the Purchaser or his Solicitor of the Vendor's willingness to comply with such conditions then this Agreement shall be binding upon the parties as modified by such conditions.

14. If this agreement shall become void as provided herein or by virtue of the provisions of the Land Settlement Promotion Act 1952 and its amendments then if the Purchaser has duly complied with all his obligations hereunder he shall be entitled to a refund of his deposit and any other moneys paid on account of the purchase-money but shall have no other claim against the Vendor

~~15. The conditional sale evidenced by this agreement has been made through whom the Vendor has/have appointed and doth/do appoint as his/their agent to effectuate such sale and if any necessary consent of the Land Valuation Court to the transaction shall not be duly obtained no commission or other remuneration shall be payable by the Vendor~~

15. THE Purchaser shall meet all costs relating to the preparation completion and deposit of a plan of subdivision defining Lots 2 and 3 of the Vendors land, such plan to be generally in accordance with a certain sketch plan now produced and executed by the parties hereto and forming part of this agreement.

16. THIS Contract is conditional upon the due completion of a sale from one Gillanders to the Vendor.

THE SCHEDULE

All that parcel of land first containing 12 Acres 3 Roods 8 Perches more or less being Lot 2 secondly containing 10 acres 1 rood 24 perches more or less being Lot 3 of the plan abovementioned such land being part of Lot 1 Deposited Plan 555009 and part Certificate of Title 14D/1147 (North Auckland Registry)

*a witness
C. J. ...
J.P.
#*

The Common Seal of the Anglican Children's Trust was hereto affixed by the authority and in the presence of:

IN WITNESS whereof the said parties have executed these presents.

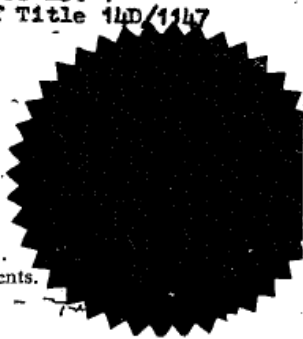
Witness to the signature of

Vendor

Witness to the signature of

Purchaser

J.P. Trustee
A. ... Secretary
J. Robertson Director
... Secretary



The foregoing Agreement is hereby cancelled in consideration of the sum of \$10,000.00 paid by The Vendor to the Purchaser: DATED this day of 1969

SIGNED AND EXECUTED for }
ANGELICAN CHILDREN'S TRUST

SIGNED AND EXECUTED for } *ROBERT*
ROBERTSON O'NEILL LIMITED

*Robertson
O'Neill
Richmond*

DATED _____

19

AND

Agreement for Sale
and Purchase

