

Dated

19

AND

AGREEMENT
FOR
SALE & PURCHASE

Randall

~~J. L. MASTERSON,~~
LAND AGENT HASTINGS

SALE NOTE

I, ~~J. L. MASTERSON~~, of Hastings, acting as Agent for the Vendor,

Mrs Liley of Havelock North.

(hereinafter called the Vendor)

do hereby acknowledge that I have to-day sold to

Robert McGowan of Havelock North
retired farmer.

(hereinafter called the Purchaser)

all that piece or parcel of land situate at Te Aute Road Havelock North
and comprising apt 16 ac. — rds. — per, more or less being all the land
shown on plan attached hereto.

the price or sum of £3250 (Three thousand two hundred fifty) at or for
subject to the conditions hereinafter mentioned.

And I the said Robert McGowan do hereby acknow-
ledge that I have to-day purchased from the above named Vendor the above described
property for the above sum, and subject to the conditions hereinafter contained, and I
agree to complete the said purchase in accordance therewith.

1. The Purchaser shall pay to the Agent the sum of £ Nil.

in part payment of the purchase money, and shall pay or satisfy the balance by giving to
the vendor a clear title to my (2) two properties in
Havelock North namely (1) dwelling and 1 acre (2 titles)
situate when Street and (2) dwelling and (2 sections
2 titles) situate in Chambers Road, and further I
agree to take over the liability for the now existing
mortgage of £250 on the property.

2. The balance of the purchase money for the time being outstanding shall as from the date appointed for delivery of possession bear interest at the rate of per centum per annum and such interest shall be payable on days calculated from that date PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that the vendor shall and will accept interest after the rate of per centum per annum for every period for which the same shall be paid within of the due date thereof in lieu of and in full satisfaction for the interest at the higher rate but without prejudice to the right of the vendor to demand interest at the higher rate for every period for which interest shall not be paid within the time aforesaid.

3. The Purchaser shall be entitled to possession of the said lands and to receipt of the rents and profits thereon on the 1st day of August one thousand nine hundred and twenty six at which date all rates taxes interest insurance premiums rents and other outgoings payable in respect of the said lands shall be fairly apportioned between the parties hereto.

4. In case the Purchaser shall within 14 days from the date hereof make any requisition or objection upon the title to the said lands or upon anything contained in these presents which the Vendor shall (from any cause or on any grounds whatever) be unable or unwilling to comply with or remove the Vendor may if he thinks fit rescind the sale and return to the Purchaser all moneys paid by him hereunder but without compensation or interest or any costs or expenses whatsoever which the Purchaser may have incurred All requisitions and objections not so made and delivered within the time aforesaid shall be deemed to have been absolutely waived and the Purchaser shall be deemed to have accepted the title to the premises.

5. The Vendor up to the date of possession and thereafter so long as any moneys shall remain owing to the Vendor under this agreement the Purchaser shall farm and manage the said lands in a proper and husbandlike manner so that the same shall not deteriorate or become impoverished and shall at all times use his best endeavours and adopt the approved methods to clear and keep clear the said lands from all noxious weeds shrubs and growths and from rabbits and other noxious vermin.

6. The Purchaser shall not be entitled to call upon the vendor to contribute towards the cost of or assist in the erection or maintenance of any fencing upon or around the said lands.

7. The provision as to Insurance under "The Workers' Compensation Act 1908" contained in Clauses 9, 10, and 11 of the Fourth Schedule of "The Property Law Act 1908" shall be implied herein save that the words "Purchaser" "Vendor" and "this Agreement" respectively shall be read in the place of the words "Mortgagor" "Mortgagee" and "Mortgage" where therein respectively mentioned.

8. Any insurances against fire at present subsisting over the buildings upon the said lands shall from the date hereof be for the benefit of the Purchaser subject to the consent of the Insurance Company and subject to the purchase being completed. In the event of the occurrence of a fire before completion of the purchase the insurance moneys shall (subject as aforesaid) be applied subject to the consent of the Mortgagee (if any) in or towards reinstating the buildings destroyed or shall (subject to the consent aforesaid) at the option of the Vendor be paid to him in reduction of the purchase money payable to him hereunder The Vendor in the meantime undertake to keep up the present insurances on the buildings.

9. Upon payment by the Purchaser to the Vendor of all moneys due and owing hereunder in terms of this agreement the Vendor will execute in favour of the Purchaser a conveyance or transfer of the said lands free from encumbrances other than such as are mentioned herein such Conveyance or transfer to be prepared by and at the expense of the Purchaser.

10. In case the Purchaser shall make default in payment or satisfaction in manner hereinbefore provided of any of the moneys payable hereunder for the space of thirty days after any of the days or times hereby appointed for payment thereof respectively or in the observance or performance of any of his obligations hereunder the Vendor may without any notice or demand whatsoever at his option either

- (a) Enforce specific performance of the contract, or,
- (b) Enforce payment of the whole of the unpaid purchase money and other moneys owing hereunder which shall thereupon become immediately due payable and recoverable notwithstanding the due date or dates thereof may not have arrived, or,
- (c) Rescind this contract by notice in writing to the Purchaser in which case all moneys paid hereunder shall be forfeited to the Vendor as liquidated damages, or,
- (d) Resell the said land together or in lots by public auction or private contract upon such terms and conditions in every respect as the Vendor shall think fit and do and execute all things necessary or expedient for carrying out every such sale and for vesting the land so sold in the purchaser or purchasers thereof upon such resale and apply the moneys arising from every such resale first in payment of all costs and expenses preliminary or incidental to such resale or any prior resales or abortive attempts to resell. Next in or towards satisfaction of the moneys owing hereunder. Any surplus shall belong to the Vendor and the Vendor may recover from the Purchaser in default the deficiency (if any) as liquidated damages.

PROVIDED HOWEVER that the Purchaser shall not have the right to control the Vendor as to which of the said alternative courses shall be adopted.

11. Time shall be the essence of the contract in all respects.

12. The Purchaser as a separate and independent contract on the date of possession shall take over at valuation all live and dead stock then upon the said lands. Such valuation to be made by two indifferent persons, one to be appointed by the Vendor and the other by the Purchaser and an Umpire to be appointed by the Valuers in case the Valuers are unable to agree and such valuation shall be final and conclusive between the parties hereto.

13. The Purchaser shall and will within 21 days from and after the date hereof pay all stamp duties payable in respect of this agreement.

14. This sale will when signed shall be deemed to be an authority to sell from both parties

15. The purchaser agrees to take over the land subject to the lease to one crop and all rents rates taxes etc shall be apportioned as at date of possession.

Dated at *Harlow* this *27th* day of *July*
D. Cunningham & Co
per J. H. Marshall

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Vendor's Agents.

Purchaser.

I hereby acknowledge and confirm the above Sale.

Vendor.