

288206 (R338/233) Y

No. 288206.

Received for Registration the 15th
day of October 1920 at 3 pm.

Chas L. Harney Deputy Registrar.

2W. 902. (L.S.)

DATED 6th October 1920.

C. R. SMITH

with

L. A. HAWKINS.

DEED OF COVENANT.

2W. 296, 297, 902,

Swarbrick & Swarbrick,

Solicitors, HAMILTON.

N.Z.
Stamp Duty
12/6
Auckland
7 00 20

THIS DEED made the sixth
day of October One thousand
nine hundred and twenty

BETWEEN CHARLES ROBERT SMITH of Hamilton
farmer of the one part and LILIAN AGNES
HAWKINS wife of Herbert Spong Hawkins of
Hamilton farmer of the other part WHEREAS
by a Deed of Conveyance of even date
herewith made between the Bank of New Zealand
of the first part and the said Lilian Agnes
Hawkins of the second part and the said
Charles Robert Smith of the third part the
said Bank of New Zealand did assure and release
and the said Lilian Agnes Hawkins did

convey assure and confirm unto the said Charles Robert Smith ALL THAT piece or
parcel of land in the Provincial District of Auckland containing by admeasurement
One acre three roods and thirty one and four-tenths perches (more or less) being
part of allotment number Ninety four of the Parish of Te Rapa as the same is more
particularly described in the said Deed of Conveyance (hereinafter called "the said
land") NOW THIS DEED WITNESSETH that in consideration of the execution by the said
Lilian Agnes Hawkins of the said Deed of Conveyance and of the sum of Five shillings
paid by the said Lilian Agnes Hawkins to the said Charles Robert Smith (the receipt
of which sum is hereby acknowledged) He the said Charles Robert Smith doth hereby
for himself his executors administrators and assigns covenant and agree with the said
Lilian Agnes Hawkins her executors, administrators and assigns in manner following (that
is to say):

1. The said Charles Robert Smith shall within six months of the date hereof at his own
cost fence the Southern boundary of the said land with a sufficient fence of the one of
the kinds described in the Second Schedule of "The Fencing Act 1908" and until the said
land shall be fenced as aforesaid will permit the said Lilian Agnes Hawkins to graze
stock on the said land:
2. The said Charles Robert Smith shall not until the said land shall be fenced as
provided by Clause One hereof remove the existing fences across the said land Provided
that the said Charles Robert Smith shall be entitled to put gates in such fences which
gates shall be kept closed by the said Charles Robert Smith when not actually in use.
3. The said Charles Robert Smith shall at his own cost re-instate and repair any
subdivision fences on the adjoining land of the Vendor where the same are cut and
removed by the said Charles Robert Smith in fencing the said land and will provide
proper straining posts where such fences meet the Southern boundary of the said land.
4. The said Charles Robert Smith shall within two years of the date hereof dedicate the

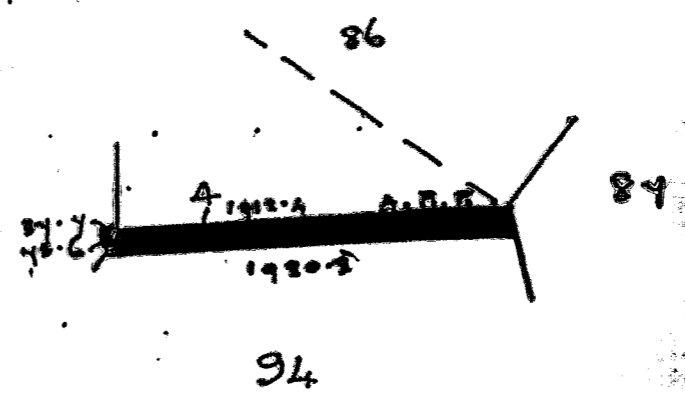
the said land as a public road as provided in Clause Four hereof use the said land for the purpose of grazing stock and will not permit stock to wander or be at large on the said land.

6. The said Charles Robert Smith shall not before the said land shall be fenced as mentioned in Clause One hereof drive any loose stock along or across the said land.

IN WITNESS whereof these presents have been executed.

SIGNED by the said Charles Robert Smith }
C.R. Smith.

In the presence of -
W. Padhope,
Solicitor, HAMILTON.



Compared Copy and received No. 288206

This 17th day of Dec. 1920.
Pan Blomfield Alexander