



This Deed made the *twelfth* day of *July* One thousand eight hundred and seventy five **Between** *Joseph Barker* of Cromwell in the Province of Otago and Colony of New Zealand Miner and *James Alexander Strahan* of Cromwell aforesaid Miner (hereinafter called "the Assignors") of the one part and The Corporation of the Town of Cromwell in the said Province (hereinafter called "the Corporation") of the other part **Whereas** by the "Municipal Corporations Waterworks Act 1872" in which Act the "Sands Clauses Consolidation Act 1863" is incorporated and the "Cromwell Waterworks Empowering Ordinance 1873" the Corporation is empowered to take and purchase for the purposes of the undertaking and works thereby authorized the Water Races and other rights intended to be hereby assigned and transferred And whereas the Corporation has agreed with the Assignors for the absolute purchase of the said Water Races and other rights at the price of seven hundred Pounds which sum is to include and be in full compensation for all rights and privileges held enjoyed possessed by or vested in the Assignors to the use of the water running in Firewood Creek hereinafter mentioned or any of its tributaries **Now this** Deed witnesseth that in pursuance of the said Agreement and in consideration of the sum of seven hundred Pounds to the Assignors paid by the Corporation on or before the execution of these presents (the receipt whereof is hereby acknowledged) The Assignors Do and each of them Doth hereby assign and transfer unto the Corporation their successors and assigns **Said Flat** Water Race three miles in length commencing three miles east of Cromwell in Firewood Creek about two miles from its junction with the Clutha River and terminating on the east bank of the Clutha River half a mile below Cromwell at Hartley's Beach for two sluice heads of water priority 6293 dated 27 March 1865 and Certificate 10900 dated District of Dunstan 7 April 1866 last renewal 2243 dated at Cromwell 11 July 1874 Also All that Water Race two and a half miles in length commencing two miles east of Cromwell in Firewood Creek one quarter of a mile below head of before mentioned race and terminating at Hartley's Beach aforesaid for two sluice heads of water priority 00994 and 6313 the latter dated District of Dunstan 21 April 1865 last renewal 2244 dated at Cromwell 11 July 1874 Also All that Dam for Mining purposes situate at Dead Horse Flat Hartley's Beach granted by Certificate 1963 dated District of Cromwell 19 July 1867 Also All that Dam for situate in Dead Horse Flat aforesaid granted by Certificate 3530 dated Cromwell 10 April 1874 Also All that Dam situate at Hartley's Beach aforesaid evidenced by Certificate 1860 dated District of Dunstan 4 March 1864 And also All Extensions Deviations and Alterations in the said properties or any of them And all such estate right title and interest in and to the same and every part thereof as the Assignors are or shall become seized or possessed of or are by the said Municipal Corporation

Dated 12th July 1875

80
21/2/75

Joseph Barker & Strahan

The Corporation of the Town of Cromwell

Assignments
of Water Races to

F. F. Nelson
Assistant Clerk

Waterworks Act 1872 or by the Act therein incorporated or some or one of them
empowered to assign **So hold** the said premises to the Corporation their
successors and assigns according to the true intent and meaning of the
said Municipal Corporations Waterworks Act 1872. **And** the Assignors do
hereby for themselves their heirs executors and administrators and each of
them doth hereby for himself his heirs executors and administrators covenant
with the Corporation its successors and assigns That notwithstanding
any act deed or thing by the Assignors or either of them done or executed or
knowingly suffered to the contrary the hereinbefore described Certificates
Renewals and Licenses are now severally and respectively good and effectual
Certificates Renewals and Licenses in the law of the Races rights and premises
hereby assigned or expressed so to be and have not nor have any or either of
them been forfeited or abandoned or become void or voidable And that the
conditions by and in the said Certificates Renewals and Licenses contained or
implied have on the Assignors part been duly observed and performed up to
the date of these presents And that notwithstanding any such act deed or
thing as aforesaid they the Assignors now have and each of them for
himself hath good right to assign the said Certificates Renewals Licenses
and premises unto the Corporation its successors and assigns in manner
aforesaid And that the Corporation its successors and assigns shall and
may at all times hereafter peaceably and quietly possess and enjoy the said
premises and receive the rents and profits thereof without any lawful eviction
claim or demand whatsoever from or by the Assignors their executors or
administrators or any person or persons lawfully or equitably claiming from under
or in trust for them or any or either of them And that free from all incumbrances
whosoever made occasioned or suffered by the Assignors or either of them their
or his executors or administrators or by any person or persons lawfully or
equitably claiming as aforesaid And further that the Assignors their
executors and administrators and all persons having or lawfully or equitably
claiming any estate or interest in the said premises or any part thereof from
under or in trust for the Assignors their executors or administrators shall and
will from time to time and at all times hereafter at the request and cost of
the Corporation its successors and assigns do and execute or cause to be done
and executed all such acts deeds and things whatsoever for further and more
perfectly assigning the said premises unto the Corporation its successors and
assigns as shall or may be reasonably required **In witness** whereof the
Assignors have hereunto set their hands and seals and the Corporation had
hereunto caused its common seal to be affixed the day and year first before written

Signed Sealed and Delivered }
by the said Jesse Joseph Barker }
in the presence of J. J. Wilson }
Solicitor Clyde

Jesse Joseph Barker
James Alexander Strahan

Signed Sealed and Delivered }
by the said James Alexander Strahan }
in the presence of J. J. Wilson }
Accountant
Cromwell