

**Brinscombe Co-operative Dairy Company Ltd, Moore's Valley, Wainuiomata**  
Archives New Zealand Wellington Reference CO-WW3445 151 – 1911/29

*Memorandum of Association of the Brinscombe Co-operative Dairy Company Limited dated 6<sup>th</sup> June 1911 and filed 30<sup>th</sup> June 1911*

In the matter of "The Companies Act, 1908" and in the matter of an intended Company to be called "The Brinscombe Co-operative Dairy Company Limited". I, William Perry of the City of Wellington, Solicitor do solemnly and sincerely declare:-

1. That I am the Solicitor of the Supreme Court engaged in the formation of a Private Company to be called "The Brinscombe Co-operative Dairy Company Limited".
2. That the paper-writing now produced and marked "A" is the Memorandum of Association of the said intended Company.
3. That no prospectus, circular, advertisement or other invitation to the public to subscribe for its shares has been issued in relating to the said Company.
4. That all the provisions of "The Companies Act, 1908" in respect of matters precedent to the registration of the said Company and incidental thereto have been complied with.

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of an Act of the General Assembly of New Zealand intituled "The Justices of the Peace Act, 1908".

DECLARED by the said William Perry at Wellington this 30<sup>th</sup> day of June 1911 before me H. E. Evans, Solicitor of the Supreme Court of New Zealand.

“A”

“The Companies Act, 1908”

Company Limited by Shares

Memorandum of Association of The Brinscombe Co-operative Dairy Company Limited

- I. The name of the Company is “The Brinscombe Co-operative Dairy Company Limited.
- II. The Registered Office of the Company will be situated at Wainui-o-mata in the Provincial District of Wellington in the Dominion of New Zealand.
- III. The Objects for which the Company is established are:
  - (1) To acquire and take over as a going concern the business of a Farmer and Dairy Farmer now carried on by Arthur Evers-Swindell at Moore’s Valley, Wainui-o-mata aforesaid, together with all assets and liabilities of the proprietor of that business and used in connection therewith or belonging thereto and to undertake and satisfy all the liabilities of the said business and with a view thereto to enter into and carry into effect with or without modifications the agreement which has already been prepared and is expressed to be made between the said Arthur Evers-Swindell of the one part and Henry Ernest Carey of the City of Wellington, Secretary, as trustee and agent for the Company, of the other part, a copy of which has for the purposes of identification been subscribed by William Perry of the City of Wellington, solicitor.
  - (2) To carry on the business of Dairy Farmers and Farmers in all its branches at Wainui-o-mata aforesaid or at such other place or places as the Company may think fit.
  - (3) To carry on any other business or businesses which may seem to the Directors or the Company capable of being conveniently or profitably carried on in connection with any of the objects for which the Company is established or which may seem as aforesaid calculated directly or indirectly to enhance the value of any part of the Company’s undertaking, assets, property or rights.
  - (4) To acquire and undertake the whole or any part of the business, goodwill, assets, property, rights or undertaking of any person, firm or Company carrying on or having power to carry on any business which this Company is authorised to carry on by any specific or general clause of this Memorandum expressly or by implication and as part or whole of the consideration therefor to undertake all or any of the liabilities of such person, firm or Company and to give or accept by way of consideration for any of the acts or things aforesaid or for anything acquired as aforesaid any cash, shares, debentures or security or securities that may be agreed upon.

- (5) To purchase, take on lease or exchange, hire or otherwise acquire any other real or personal property and any rights and privileges which the Company may think necessary or convenient for the purposes of its business and in particular any land, buildings, easements, rights of way, restrictive covenants, machinery, plant and stock-in-trade.
- (6) To demise, lease, sell for cash or on credit, improve, manage, develop, turn to account, mortgage or otherwise deal with all or any of the property of the Company as the Company shall think fit.
- (7) To subscribe and apply for, and take or acquire by purchase or otherwise, and hold shares or debentures or securities of or other interests in any other Company having objects, whether primary or ancillary, altogether or in part similar to any of the objects of this Company or carrying on any business, or established or empowered to carry on any business which this Company is empowered by any specific or general clause of this Memorandum expressly or by implication to acquire, undertake or carry on.
- (8) To enter into any partnership or into any arrangement for sharing profits or for co-operation or for limiting competition, or for mutual assistance, or for union of interests, joint adventure, reciprocal concession, or otherwise, with any firm, person or Company, having objects whether primary or ancillary, altogether or in part similar to those of this Company or engaged in, or carrying on, or established for the purposes of carrying on, or empowered to carry on, any business or transaction which this Company is authorised by any specific or general clause of this Memorandum expressly or by implication to carry on or engage in or any business, transaction, venture, or undertaking which may seem to this Company capable or directly or indirectly benefitting this Company.
- (9) To amalgamate with any other Company having objects or powers, whether primary or ancillary, altogether or in part similar to those of this Company, and to give or accept by way of consideration for such amalgamation, any payment of cash or any agreement for periodical payments of cash, secured or unsecured shares wholly or partly paid up or with liability for the full nominal value thereof, stocks, bonds, obligations, debentures, debenture stock, scrip or securities of any person, company or corporation, and whether of the company or corporation with which such amalgamation is effected or not.
- (10) To hold, purchase or otherwise acquire, resell or dispose of share in any Company whose shares the Directors may consider it necessary or convenient to acquire in the interests of the Company.
- (11) To erect, maintain, alter, improve, enlarge, pull down, remove or replace any buildings or works necessary or convenient for the purposes of the Company.

- (12) To purchase from time to time for or in connection with the business of the Company any goods, chattels, produce, merchandise, wares, matters and things upon such terms as the Directors shall think fit.
- (13) To make and enter into any contracts for any service matter or thing connected with or forming part of the business of the Company.
- (14) To sell the undertaking of the Company or any part thereof for such consideration as the Company shall think fit and in particular for shares, debentures or securities of any other Company having objects altogether or in part similar to those of this Company.
- m(15) To take and accept from any purchaser of any part of the Company's land or other property mortgages or other charges in payment of any unpaid purchase money at such rate of interest or free of any interest as the Directors may think fit or in case of a sale or transfer to any shareholder by taking a charge over the shares held by such shareholder as part payment or as security for the payment of the whole or any part of the purchase money payable to such shareholder.
- (15) To borrow or raise money to secure the payment or money owing or the satisfaction or performance of any obligation or liability incurred or undertaken by the Company in such manner as the Company may think fit and in particular by the issue of debentures, debenture stock (perpetual or redeemable), or by mortgage or charge or lien upon the whole or any part of the Company's property or assets (whether present or future) including its uncalled capital, and to purchase, redeem or pay off any such securities.
- (16) To make, draw, accept, endorse, discount, execute and issue bills of exchange, promissory notes, bills of lading, dock or other warrants, debentures, and any other instruments negotiable or transferable by delivery to order or otherwise.
- (17) To lend and advance money or give credit to such persons and on such terms as may be thought fit, and in particular to customers and persons dealing with the Company, and to give guarantees or become security for the payment of moneys or the performance of contracts or obligations by any such persons.
- (18) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined, and in particular to invest the same on mortgage or purchase of real, leasehold or personal property, shares or securities, or by depositing the same with any bank, company, firm or person at interest and such investments from time to time to vary.
- (19) To remunerate any person, firm or Company for services rendered to this Company, or to pay for any properties, rights, privileges, concessions or any other thing or interest acquired by this Company by cash payment or by the allotment of shares, debentures, debenture stock or other securities of the Company partly or wholly paid up or otherwise.

- (20) To increase and reduce the capital of the Company.
- (21) To expend any sum of money in such special manner as the Company in general meeting may direct.
- (22) To distribute any of the property of the Company among its members.
- (23) To purchase and hold debentures in the Company.
- (24) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

- IV.** The objects specified in any of the foregoing paragraphs shall be in nowise limited or restricted by reference to or inference from the terms of any other paragraph or from the name of the Company.
- V.** The Company is a Private Company.
- VI.** The liability of the members is limited.
- VII.** The capital of the Company is three thousand pounds (£3000) divided into sixty (60) shares of fifty pounds (£50) each of which twenty (20) shall be preference and forty (40) ordinary shares with power to divide the shares in the capital for the time being into several classes and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges and conditions as may be determined by the Company. The preference shares shall confer upon the holders thereof the right to receive out of the profits of the Company a cumulative preferential dividend at such rate per centum as shall be agreed upon by the Directors and shall rank as to dividends and on winding up as to capital in priority to the ordinary shares.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names. Dated this 6<sup>th</sup> day of June 1911.

Name in full	Signature	Description & address	No. of shares	Signature of witness
Arthur Evers-Swindell	A. Evers-Swindell	Sheepfarmer Moore's Valley Wainui-o-mata	Forty four (44)	E. H. Keaton Clerk Lower Hall.
Ernest Frederick Evers-Swindell	E. F. Evers-Swindell	Cadet Moore's Valley Wainui-o-mata	One (1)	W. H. Keaton Wainui-o-mata
Francis Bage	F. Bage	Farmer Moore's Valley Wainui-o-mata	Two (2)	J. H. Pace Wainui-o-mata
Harry Ernest Carey	H. E. Carey	Secretary Lower Hall.	Thirteen (13)	E. H. Keaton Clerk Lower Hall.

*Articles of Association of The Brinscombe Co-operative Dairy Company Limited dated 6<sup>th</sup> June 1911 and filed 30<sup>th</sup> June 1911*

The regulations and articles set out in Table "A" of the First Schedule of "The Companies Act, 1908" shall be the Articles of Association of "The Brinscombe Co-operative Dairy Company Limited" subject to the following alterations, omissions, additions and amendments, that is to say:-

1. The Directors shall in the name of the Company take all such steps and do all such acts and things as may be necessary for acquiring the business mentioned in the Memorandum of Association and for taking over the agreement referred to therein. The basis on which the Company is established is that the Company shall acquire the said business described in the Memorandum of Association and accordingly no objection shall be taken to the said purchase or to its being entered into or contracted for by the Directors of the Company on the ground that any of the Directors may be the Vendor or Vendors or that the value of such property is speculative or uncertain and has not been tested by independent enquiry or by other means and every member of the Company present or future is to be deemed to join the Company on this basis.

SHARES

2. The Directors may make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and the time for payment of such calls.

CALLS

3. No call shall exceed one fifth of the nominal amount of a share or be made payable at a less interval than 3 months after the last preceding call was payable.

TRANSFER OF SHARES

4. No share or shares shall be transferred without having first been offered to the members of the Company.

5. The Directors may refuse to register any transfer of a share or shares:-
- (a) where the Company has a lien on the share or shares
  - (b) when the share or shares is or are not fully paid up
  - (c) where it is not proved to their satisfaction that the proposed transferee is a responsible person
  
  - (d) when the Directors are of opinion that the proposed transferee is not a desirable person to admit to membership in respect of such share or shares

And the Directors may refuse to register any transfer of a share or shares without assigning any reason whatever for such refusal.

6. INCREASE OF CAPITAL

Upon any increase of capital by the issue of new shares such new shares shall be offered in the first place to all the then members in proportion to the amount of capital held by them.

7. PROCEEDINGS AT GENERAL MEETINGS

The quorum for a General Meeting shall be members personally present not being less than three (3) in number and holding or representing by proxy as by the regulations of the Company provided not less than one fourth part of the issued capital of the Company. No business shall be transacted at any general meeting unless the quorum requisite be present at the commencement of the business.

8. At any General Meeting unless a poll is demanded by the Chairman or by at least two (2) members or by a member or members holding by proxy or entitled to vote in respect of at least one fourth part of the capital represented at the Meeting a declaration by the Chairman that a resolution has been carried or carried by a particular majority and an entry to that effect in the book of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

DIRECTORS

9. The persons next hereinafter named shall be the first Directors of the Company and they shall hold office until the second General Meeting, that is to say:- Arthur Evers-Swindell of Wainui-o-mata, farmer; Frank Bagge of Wainui-o-mata, farmer; Henry Ernest Carey of the City of Wellington, Secretary.
10. The number of Directors shall be three (3) and two (2) shall form a quorum.

11. The qualification of every Director shall be the holding of one (1) share in the Company.
12. The Office of a Director shall be vacated
  - (a) if he becomes bankrupt or suspends payment or compounds with his creditors
  - (b) if he be found lunatic or become of unsound mind
  - (c) if he ceases to hold the required number of shares to qualify him for office
  - (d) if he shall absent himself from the meetings of the Directors during a period of three (3) calendar months without special leave from the Directors
  - (e) if by one calendar month's notice in writing he resign his office

but shall not be vacated by reason of his accepting or holding an office paid or unpaid under the Company or by reason of his being in receipt of a salary from the Company. And it is expressly provided and agreed that no Director shall be disqualified by reason of any interest he may have or represent or be entitled to under the said agreement or in the said business hereinbefore mentioned or from contracting with the Company whether as Vendor Purchaser or otherwise nor shall any such purchase or contract be voided.

#### MANAGING DIRECTOR

13. The said Arthur Evers-Swindell shall be the Managing Director of the Company and the Managing Director shall if present at any General Meeting or Meeting of Directors of the Company be Chairman of such meeting.
14. The Managing Director shall be subject to the provisions of any contract between him and the Company be subject to the same provisions as to resignation and removal as the other Directors of the Company and if he cease to hold the Office of Director from any cause he shall ipso facto and immediately cease to be Managing Director.
15. The remuneration of the Managing Director shall from time to time be fixed by the Directors and may be either by way of salary or commission or participation in profits or by any or all of those modes.
16. The Directors may from time to time entrust to and confer upon a Managing Director for the time being such of the powers exercisable by the Directors as they may think fit and may confer such powers for such time and to be exercised for such objects and purposes and upon such

terms and conditions and with such restrictions as they think expedient and they may confer such powers either collaterally with or to the exclusion of and in substitution for all or any of the powers of the Directors in that behalf and they may from time to time revoke withdraw alter or vary all or any of such powers.

#### ROTATION OF DIRECTORS

17. Articles 81 to 88 both inclusive of Table “A” of the First Schedule of “The Companies Act, 1908” are hereby negative and shall not apply to the Company.

#### POWERS OF DIRECTORS

18. The Directors in addition to the powers conferred upon them by the said Table “A” may sign, draw, make, accept, indorse, discount, execute and issue cheques, promissory notes, bills of exchange and other negotiable or transferable instruments on behalf and for the purposes of the Company and may execute all such assurances and instruments as may be necessary provided that all such cheques, promissory notes, bills of exchange, and other negotiable and transferable instruments shall be signed or indorsed as the case may be by any one Director and the Secretary or by such other person as the Directors may from time to time appoint for the purpose provided that at least two authorised persons shall always be required.
19. The Directors may give to any officer or other person employed by the Company (not being a Director) an interest in any particular business or transaction either by way of a commission or on the gross expenditures thereon or otherwise or a share in the general profits of the Company and such interest commission or share of profits may be treated as part of the working expenses of the Company.

#### BORROWING POWERS

20. If any uncalled capital of the Company is included in or charged by any mortgage or other security the Directors may by instrument under the Company’s Seal authorise the person in whose favour such mortgage or security is executed or any other person in trust for him to make calls on the members in respect of such uncalled capital and the provisions in the Articles of Association of the Company in regard to calls shall mutatis mutandis apply to calls made under such authority and such authority may be made exercisable either conditionally or unconditionally and either presently or contingently and either to the exclusion of the Directors’ powers or otherwise and shall be assignable is expressed so to be.

SEAL

21. The Directors shall forthwith provide a Common Seal for the Company, and they shall have power from time to time to destroy the same and substitute a new Seal in lieu thereof.

DIVIDENDS

22. The Directors may from time to time pay to the members on account of the next forthcoming dividend such interim dividend as in their opinion the position of the Company justifies.

ACCOUNTS

23. It shall not be necessary to publish the annual statements of accounts reports and balance sheets or any of them or the report of the Auditor or Auditors. A copy of every statement of account, report and balance sheet shall be available for inspection of members at the office of the Company at least seven (7) days previously to the General Meeting but need not be printed or circulated.

Name in full	Signature	Description & address	Number of shares	Signature of witness
Arthur Evers-Swindell	A. Evers-Swindell	sheep farmer Moorea Valley Wainuiomata	111	W. H. Eaton Clerk
Ernest Frederick Evers-Swindell	E. F. Evers-Swindell	cashier Moorea Valley Wainuiomata	1	W. H. Eaton Wainuiomata
Francis Bagg	F. Bagg	farmer Wainuiomata	10	W. H. Eaton Wainuiomata
Harry Ernest Carey	H. E. Carey	Secretary Romeo Hunt	13	W. H. Eaton Clerk Lever Hall

Dated this 6<sup>th</sup> day of June 1911

*Debenture for £750 filed 7<sup>th</sup> March 1912*

In the matter of "The Companies Act 1908" and in the matter of The Brinscombe Co-operative Dairy Company Limited, I, Henry Ernest Carey of Wellington, Company Secretary make oath and say as follows:-

- (1) The paperwriting hereto annexed and marked "A" is a true copy of a Debenture and of every attestation of the execution thereof, as made and given and executed by The Brinscombe Co-operative Dairy Company Limited.
- (2) The said Debenture was made and issued by the said the Brinscombe Co-operative Dairy Company Limited on the first day of March one thousand nine hundred and twelve.
- (3) I was present and saw the said Debenture duly sealed on the first day of March one thousand nine hundred and twelve at the Company's Office at Wainuiomata.
- (4) The said Debenture was sealed in accordance with a Resolution of the Company by Arthur Evers-Swindell and myself two Directors of the said Company and the names subscribed to the said Debenture as that of the Directors executing the said Debenture are in the proper handwritings of the said Arthur Evers-Swindell and of me this deponent.

Sworn at Wellington this fourth day of March 1912.

“A”

Debenture No.1 - £750

“The Brinscombe Co-operative Dairy Company Limited” a company duly incorporated under “The Companies Act 1908” of the General Assembly of New Zealand. This Debenture is issued under Clause 15 of the Company’s Memorandum and Clause 101 of Table A of “The Companies Act 1908” incorporated in the Company’s Articles of Association and in pursuance of a Resolution passed on the first day of March 1912.

SEVEN HUNDRED AND FIFTY POUNDS:

- (1) The Brinscombe Co-operative Dairy Company Limited (hereinafter called the Company) in consideration of seven hundred and fifty pounds (£750) advanced to the Company by Dalgety and Company Limited a Joint Stock Company carrying on business in the City of Wellington and elsewhere in the Dominion of New Zealand (hereinafter called the lender) (the receipt whereof the Company hereby acknowledges) hereby binds itself to pay to the lender upon demand the sum of seven hundred and fifty pounds (£750) and until payment of the said sum of seven hundred and fifty pounds (£750) to pay to the lender interest thereon at the rate of six pounds per centum per annum by equal half yearly payments on the thirtieth day of June and the thirtyfirst day of December in each year.
- (2) The Company hereby charges with such payments its undertaking and all its property and assets whatsoever and wheresoever both present and future.
- (3) This debenture is issued subject to the conditions endorsed hereon

Given under the seal of The Brinscombe Co-operative Dairy Company Limited this first day of March one thousand nine hundred and twelve (1912).

A. Evers-Swindell and H. E. Carey – Directors

H. E. Carey, Secretary

The Conditions above referred to:

- (1) The charge created by this debenture shall constitute a floating security only not hindering any sale or other dealings by the Company in the ordinary course of its business with the property and assets comprised in the charge provided such sale or other dealings be made with the consent of or through the lender as agent of the Company but the Company shall not be at liberty without the consent of the lender to create any Mortgage or charge upon the property and assets comprised in this security to rank either in priority to or pari passu with the charge hereby created
- (2) The principal moneys hereby secured shall become immediately available in any of the following events:-
  - (a) On demand being made as herein provided
  - (b) If the Company makes default in the payment of the interest hereby secured
  - (c) If a distress or execution either by writ or appointment of a receiver is levied on any part of the property or assets charged
- (3) At any time after the principal moneys have become payable the lender may appoint a receiver or a receiver and manager of the Company's business and such receiver or receiver and manager shall have power to sell the Company's business as a going concern and all or any of the property and assets comprised in this security for such consideration as the lender may think proper
- (4) Pending any such sale the receiver or receiver and manager appointed by the lender may enter into such agreements and do all such things as may be necessary or proper for the protection or preservation of the property and assets comprised in this security
- (5) That the words "upon demand" shall mean upon demand being made by notice in writing signed by the lender or any person entitled to make the demand or any manager solicitor agent clerk or servant of the lender or any agent clerk or servant of any such person served upon the Company either by leaving the same at the office of the Company at Wainuiomata or by forwarding the same through the ordinary course of post addressed to the Company or to the Secretary of the Company at Wainuiomata aforesaid or to the usual or last known place of business of the Company in the Provincial District of Wellington. And evidence of such letter having been so posted shall be deemed to be conclusive evidence of such demand having been made on the day on which such letter should have been delivered in the ordinary course post.

*Copy of Certificate of Incorporation – No. 1911/29*

I, Charles Henry Walter Dixon, Assistant Registrar of Companies, do hereby certify that “The Brinscombe Co-operative Dairy Company (Limited) has this day been **incorporated** under “The Companies Act, 1903,” as a private company. Given under my hand at Wellington, this thirtieth day of June one thousand and nine hundred and eleven.

*Notice of Registered Office dated 30<sup>th</sup> June 1911 and filed 30<sup>th</sup> June 1911*

In the matter of “The Companies Act, 1908” and in the matter of an intended Company to be called “The Brinscombe Co-operative Dairy Company Limited”. To the Registrar of Companies, Wellington. The Registered Office of the above-named Company will be situated at Wainui-o-mata in the Provincial District of Wellington. Dated this 30<sup>th</sup> day of June 1911. M. Berry, Solicitor to the Company.

*Notice under The Companies Act 1908 re Brinscombe Co-operative Dairy Company Limited*

Letter dated 14<sup>th</sup> August 1924. On the 14<sup>th</sup> July last I sent you a card requesting you to state whether the above Company is carrying on business or is in operation, but have not received a reply thereto, and I have again to request you to supply the information asked for, and to inform you that if I do not receive an answer to this notice within one month from the date thereof a notice will be published in the Gazette with a view to striking the name of the Company off the Register. W. H. Fletcher, Assistant Registrar of Companies.

*Letter Dalgety and Company Limited to the Assistant Registrar of Companies, Wellington 16<sup>th</sup> July 1924.*

Dear Sir, We have to acknowledge receipt of your circular card re the Brinscombe Co-op Dairy Co. Limited and have to advise that we have no knowledge whatsoever of this Company carrying on business.

*Memorandum for Brinscombe Co-operative Dairy Company Limited, Wainui-o-mata dated 15<sup>th</sup> September 1924*

Notice under The Companies Act 1908. Kindly take notice that at the expiration of three months from date hereof, the name of the above-mentioned Company will, unless cause is shown to the contrary, be struck off the Register and the Company will be dissolved.

*Brinscombe Coop Dairy Co Ltd*

To the Registrar of Companies, Wellington dated 16<sup>th</sup> December 1924. Re Brinscombe Co-operative Dairy Coy., Ltd 1911/29. Enclosed herewith please find copy of Notice forwarded to the Government Printer. Kindly have the enclosed Notice inserted in the next issue of the Gazette.

W. H. Fletcher, Assistant Registrar of Companies.

The Companies Act, 1908 – Section 266 – Subsection 3. Take notice that at the expiration of three months from date hereof, the name of the under-mentioned Company will, unless cause is shown to the contrary, be struck off the register, and the Company will be dissolved:- “Brinscombe Co-operative Dairy Company Limited” 1911/29. Dated at Wellington this 15<sup>th</sup> day of September 1924.

The Companies Act, 1908 – Section 266 – Subsection 4. Notice is hereby given that the name of the under-mentioned Company has been struck off the Register and the Company has been dissolved:- “Brinscombe Co-operative Dairy Company Limited” 1911/29. Dated at Wellington this 15<sup>th</sup> day of December 1924. W. H. Fletcher, Assistant Registrar of Companies.

**Brinscombe Co-operative Dairy Company Ltd, Moore's Valley, Wainuiomata – other sources***Dominion 27 Jan 1913 Auctions*

Unreserved clearing sale on Wednesday 29<sup>th</sup> January 1913 at 1 p.m. at Moore's Valley, Wainui-o-mata. Dalgety and Co., Ltd., Wellington, have received instructions from the Brinscombe Dairy Co., Ltd., (who have disposed of their property), to sell by Public Auction, at their farm, Moore's Valley, Wainui-o-mata, the whole of their Dairy Herd and Sheep, also all plant and implements, comprising:- 235 four, six and eight tooth Romney ewes; 150 Lincoln-Romney lambs; 5 Lincoln rams; 4 Romney rams; 30 cows in full milk; 10 cows, due April-May; 7 very choice 18-month heifers; 1 pure-bred Ayrshire bull; 3 plough horses; 1 4-year hunter; 3 yearlings; 1 light mare; 1 light mare, with foal at foot; 3 sows; 1 boar; 8 porkers. Implements: 1 M.H. drill; 13 Coulters; 1 Planet Jr. seed and manure drill; 1 Planet Jr. Cultivator; 1 d.f. plough; 1 s.f. plough; 1 set disc harrows; 1 set tine harrows; 1 roller; 1 tip dray; 1 spring cart; 1 mower and tilter; 1 chaffcutter; 6 h.p. Tangye oil engine; 1 Gould's rotary pump; 1 vacuum pump; 1 water wheel; 1 water tank (1000 galls.) and piping; 2½ h.p. boiler (3 foot wood); 1 Alfa-Laval separator 65 galls., one 20-gall. Milk vat; 1 cooler; 1 hand churn; 1 Cherry's patent churn; 1 Cherry's patent butter-worker; L.K.G. machines, 6 cows, 1 trolley complete; set tram wheels; quantity harness; sheet iron; grass seed; farm tools etc. Conveyance will meet passengers from Wellington at the Lower Hutt on arrival of 10 a.m. train. Luncheon provided. Outside entries invited, and will be advertised as received.