

DATED 25th October 1995

SOLWAY COLLEGE BOARD OF GOVERNORS (INCORPORATED)

“the Proprietor

HER MAJESTY THE QUEEN

“the Minister

---

SUPPLEMENTARY DEED OF AGREEMENT

SOLWAY COLLEGE MASTERTON

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**BUDDLE FINDLAY**

BARRISTERS & SOLICITORS, NEW ZEALAND

AUCKLAND • WELLINGTON • CHRISTCHURCH

**SUPPLEMENTARY DEED OF ARRANGEMENT**

**SOLWAY COLLEGE MASTERTON**

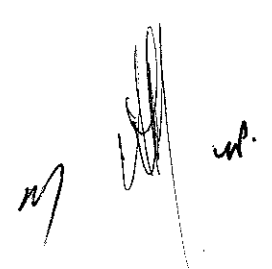
DATED 25th October 1995

**PARTIES**

- (1) **SOLWAY COLLEGE BOARD OF GOVERNORS (INCORPORATED)** a society duly incorporated under the Incorporated Societies Act 1908, the proprietor of Solway College, Masterton (hereinafter together with its successors and assigns called "the Proprietor")
- (2) **HER MAJESTY THE QUEEN** acting by and through the Minister of Education (hereinafter called "the Minister")

**RECITALS**

- A. By Deed of Agreement bearing date the 9th day of May 1978 as varied by subsequent supplementary agreements bearing date the 6th day of March 1990, the 3rd day of July 1992, the 9th day of February 1993 and the 18th day of October 1993 (hereinafter together referred to as the "Deed of Agreement"), the Minister and the Proprietor pursuant to section 7(2) of the Private Schools Conditional Integration Act 1975 established Solway College, Masterton as an integrated school (hereinafter referred to as "the School").
- B. The Proprietor and the Minister are agreed on the need to amend the Deed of Agreement pursuant to Section 7(9) of the Private Schools Conditional Integration Act 1975:
  - (a) To take account of the changes introduced to the education system consequent on the passing of the Education Act 1989 and its subsequent amendments, and
  - (b) To replace the First Schedule, Second Schedule, Third Schedule, and Fourth Schedule with new Schedules respectively and to replace the Plan annexed to the First Schedule with a new Plan.



**TERMS OF THIS AGREEMENT**

**1. THAT** any reference to the Board of Governors shall be deemed to be a reference to the Board of Trustees.

**2. THAT** any reference to the Director General or the Regional Superintendent of Education shall be deemed to be a reference to the Secretary of Education.

**3. THAT** the original Deed of Agreement be amended as follows:-

3.1 That clause 2(d)(i) be amended by adding after the word "works", the words "or other such dates as may be agreed from time to time between the Minister and the Proprietor".

3.2 That clause 2(d)(iii) be deleted.

3.3 That clause 3(a)(i) be deleted.

3.4 That clause 3(a)(ii) be deleted.

3.5 That clause 5 be deleted and the following clause be substituted:

"**5.(a) THE** Board of Trustees shall be the Controlling Authority of the School and shall be constituted pursuant to Part IX of the Education Act 1989.

(b) The control and management of the School shall be exercised subject to the provisions of Section 25(6) of the Private Schools Conditional Integration Act 1975."

3.6 That clause 8 be deleted and the following clause be substituted:

"**8. IT** being agreed by the parties hereto that as religious observances and religious instruction form part of the education with a special character provided by Solway College, these said religious observances and religious instructions shall continue to form part of the School curriculum in the manner determined by the Board of Trustees in consultation with the Proprietor."

3.7 That clause 11 should be amended by deleting the word "Trustees" and the word "Governors" be substituted.

3.8 That clause 13 be deleted and the following clause be substituted:

“13. AN advertisement for any teaching position at Solway College other than that of the Principal, may state that the appointee will be expected to undertake a range of duties in relation to the residential accommodation at the Proprietor’s hostel and will be responsible to the Proprietor for such duties.”

3.9 That clause 16 be deleted.

3.10 That clause 18 be deleted and the following clause be substituted:

“18. THAT Solway College is a Form 1 to 7 School.”

3.11 That clause 22(c) be deleted.

3.12 That the First Schedule to the Deed of Agreement be deleted and the First Schedule attached hereto be substituted.

3.13 That the Second Schedule to the Deed of Agreement be deleted and the Second Schedule attached hereto be substituted.

3.14 That the Plan annexed to the First Schedule of the Deed of Agreement be deleted and the Plan annexed to the First Schedule attached hereto be substituted.

3.15 That the Third Schedule to the Deed of Agreement be deleted and the Third Schedule attached hereto be substituted.


3.16 That the Fourth Schedule to the Deed of Agreement be deleted and the Fourth Schedule attached hereto be substituted.

**4. THAT** the covenants conditions and restrictions contained and implied in the Deed of Agreement shall be read and construed subject to the modifications herein contained but in all other respects the Deed of Agreement is confirmed.



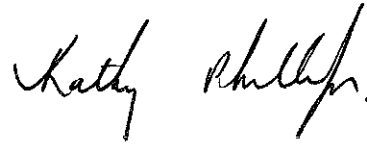
THE COMMON SEAL of the )  
SOLWAY COLLEGE BOARD OF )  
GOVERNORS INCORPORATED )  
was hereunto affixed by and in the )  
presence of )

  
\_\_\_\_\_  
Chairperson


  
\_\_\_\_\_  
Deputy Chairperson



SIGNED by KATHY PHILLIPS )  
Senior Manager, National Operations, )  
Ministry of Education pursuant to authority )  
delegated by the Minister of Education )  
acting on behalf of HER MAJESTY )  
THE QUEEN in the presence of: )



Judith Manchester  
53 Creswick Terrace  
Wellington 5



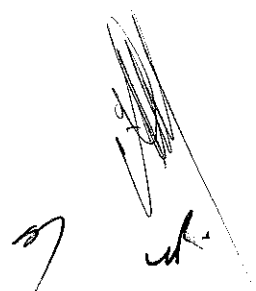
SCHEDULE

New First Schedule

"FIRST SCHEDULE

LANDS OWNED BY THE PROPRIETOR

1. 6 Acres 2 Roods 21.72 Perches more or less situate in the Borough of Masterton being part of Section 33 of the Masterton Small Farm Settlement and part of Section 43 of the Manaia Block and being also Lots 1, 2, 3, 4, 5, 6 and 25 on Deposited Plan No. 16638 and being all the land in Certificate of Title Volume 604 Folio 290 (Wellington Registry).
2. 17 Acres 3 Roods 7.77 Perches more or less comprising part Section 33 Masterton Small Farm Settlement and part of Section 43 Manaia Block together with the right to take water and right of way created by Transfer No. 76262 and affecting the land in CT 183/292 and being the balance of the land in Certificate of Title Volume 235 Folio 77 (Wellington Registry).
3. 2 Roods 8.6 Perches more or less being part Section 43 Manaia Block and part Lot 1 on Deposited Plan 3321 and being all the land in Certificate of Title Volume 279 Folio 226 (Wellington Registry).
4. 1 Rood 12.74 Perches more or less situate in the Borough of Masterton being part Section 33 Masterton Small Farm Settlement part being also Lot 2 Deposited Plan 9202 and being all the land in Certificate of Title Volume 405 Folio 199 (Wellington Registry)."



## SCHEDULE

### New Second Schedule

### "SECOND SCHEDULE"

The following chattels held in the college were donated to the college prior to the date of integration and are to remain the property of the Proprietor.

<b>Prints:</b>	Original Solway House	Lawrence	
	The Dancing Class	Degas	
	Horses	Mare	
	River Avon	Aston Greathead	
	Mt Egmont - Taranaki	Aston Greathead	
	Marion Thompson	Nancy Askin	
	The Torn Hat	Medici Print	
	Two Chinese Prints	R Rees	
	Boy in a Red Vest	Cezanne	
	Madam Cezanne in the Conservatory	Cezanne	
	<b>Originals:</b>	Main House	Lawrence
		Mitre Peak and Sounds	Diana Squires
The Pink Barn		Kay Walsh	
Sketch Solway		M Mathews	
<b>Cups:</b>	Hart-Lewes		
	Triangle Challenge Trophy		
	Euphie Tate Junior Swimming Trophy		
	Under 14 Swimming Trophy		
	Carnival Cup		
	Harvey Shield House Swimming		
	Murphy Trophy Athletics		
	Murray Trophy Athletics		
	Pritt Trophy Athletics		
	P Humphries House Cup		
	Junior Singles Tennis		
	Senior Singles Tennis (McDonald Trophy)		
	Junior Doubles Tennis		
	Senior Doubles Tennis		
	Senior Table Tennis		
	Baird Trophy Gymnastics		
	Wilkie Trophy 3rd Dux Cup		
	D Williams 4th Dux Cup		
	A Burkhart Dux of School		
	McBean Trophy Geography		
	M Peake & P Pearce 6th Form Cup		
	Marie Hannah Memorial - Sportsmanship		
	Ansell Cup - Speech		
	Laurence Thompson Memorial - Character		
	House Challenge Tray		

Staff Trophy - Service  
Hobson Cup - Music  
Benbow Speech Trophy  
Winsome Macintosh  
Junior Essay  
O G Thornton Cup  
Form Trophy  
Patricia Blamires - Scripture

**Musical**

**Instruments:**

<b>Pianos:</b>	C Bechstein - Berlin 42359	Grand
	Sir Herbert Marshall & Rose - London 2629	Upright
	Fritz Kuhla - Berlin 28020	Upright
	Chas Begg & Co 40139	Upright
	Rich, Sipp & Sohn - Stuttgart 34660	Upright

**Artefacts:**

Table Lamp - Moreen Cameron  
Wood Carving "Kohe - Taha"  
Small rolled prayer on scroll - India  
Cloisonne Ware  
Sevres patch box - Circa 1771  
Indian Teapot - 1857  
Crown Derby Cup and Saucer - Imari  
Design - Circa 1900  
Worcester Royal Porcelain Co 1870 -  
Cup and Saucer  
Ruskin Pottery - modern bowl  
Dresden Cup - circa 1780  
Mason's Ironstone jug - circa 1870  
Royal Worcester covered bowl - modern  
Facsimile Seal in hardwood case - 1880  
Chamberlain Worcester Saucer - 1826  
Silver plate - Morice  
Hall Chair  
Tapestry Chair  
Carved Chair  
1 Movie Projector Filmsound 652  
1 Loop projector  
1 Kiln  
2 Pottery Wheels  
1 Photographic Enlarger "



SCHEDULE

New Third Schedule

"THIRD SCHEDULE

Solway College

WORKS TO BE CARRIED OUT BY THE PROPRIETOR IN RELATION TO THE INTEGRATED SCHOOL.

These works are to be planned, executed and paid for by the proprietor subject to the provisions of this schedule in relation to the buildings and associated facilities to bring them up to the minimum standard for a comparable state school. All work is to be carried out by competent tradesmen or in a workmanlike manner to Ministry of Education standards.

Agreed phasing of work to be completed by:

	1/7/96	1/7/97
<b><u>BLOCK 10</u></b> (Tractor Shed)		
Repaint roof	*	
<b><u>SITE</u></b>		
<b><u>ELECTRICAL</u></b>		
Replace terminal boxes at base of lighting poles on main drive		*
<b><u>PROFESSIONAL REQUIREMENTS</u></b>		
Music Resource Area of 23.25 m <sup>2</sup>	*	
<b><u>FIRE PROTECTION</u></b>		
Provide Dangerous Goods Store	*	

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SCHEDULE

New Fourth Schedule

"FOURTH SCHEDULE

PUBLICATION OUTLINING THE HISTORY OF SOLWAY COLLEGE

Marion B Thompson

"We Built a School"

Masterton Printing Company Limited

Anne Tregurtha

"Remembrances of Things Past"

Masterton Printing Company Limited

Judy Siers

"We Built a School"

Millwood Press "

