

SUPPLEMENTARY DEED OF AGREEMENT

ST CANICE'S SCHOOL, WESTPORT

THIS DEED OF AGREEMENT is made on the 24<sup>th</sup> day of *December*  
One thousand nine hundred and ninety-one (1991) BETWEEN  
THE ROMAN CATHOLIC ARCHBISHOP OF THE ARCHDIOCESE OF  
WELLINGTON a Corporation Sole (hereinafter with his  
successors referred to as "the Proprietor") of the first  
part and HER MAJESTY THE QUEEN acting by and through the  
Minister of Education (hereinafter referred to as "The  
Minister") of the second part

WHEREAS

- A By Deed of Agreement bearing date the 29th day of  
March 1982 as varied by any subsequent supplementary  
agreements (hereinafter 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 St. Canice's School,  
Westport as an integrated school (hereinafter  
referred to as "the School").
- B The Proprietor and the Minister are now agreed on the  
need to redefine the Proprietor's Land and the School  
Premises as defined in the First and Second Schedules  
to the Deed of Agreement pursuant to Section 7(9) of  
the Private Schools Conditional Integration Act 1975.
- C The Proprietor and the Minister are now agreed on the  
need to amend Clauses 25-30 of the Deed of Agreement  
pursuant to Section 7(9) of the Private Schools  
Conditional Integration Act 1975.

NOW THIS DEED OF AGREEMENT WITNESSETH THAT IT IS HEREBY  
COVENANTED AGREED AND DECLARED BY AND BETWEEN THE PARTIES  
HERETO AS FOLLOWS:

1. THAT the Deed of Agreement bearing date the 29th day  
of March 1982 is hereby amended by deleting and  
cancelling the First and Second Schedules and annexed  
Plan.

2. THAT the Schedules and Plan attached to this Supplementary Deed of Agreement are hereby substituted as the First Schedule defining the Proprietor's Land and the Second Schedule defining the School Premises in the Deed of Agreement.
3. THAT Clause 25 be deleted from the Agreement.
4. THAT Clauses 26, 27, 28, 29, 30 be renumbered 25, 26, 27, 28, 29 respectively.
5. THAT the words "and clause 25" in the 1st and 2nd lines of Clause 28 of the original Deed of Agreement be deleted from that Agreement.
6. 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.

IN WITNESS WHEREOF these presents have been executed the day and the year first hereinbefore written.

SIGNED by THOMAS STAFFORD WILLIAMS  
THE ROMAN CATHOLIC ARCHBISHOP OF  
THE ARCHDIOCESE OF WELLINGTON

and sealed with his Seal of  
Office in the presence of:

*John Eavon J.P.*  
*16 Clematis Cr.*  
*Lower Hutt.*

*+ Thomas S. Williams*

SIGNED by ERIC PEDERSEN

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*  
*Liaison Officer*  
*Ministry of Education*  
*53 Cronwell Terrace*  
*Wellington 5*

*Eric Pedersen.*

FIRST SCHEDULE

Description of total land buildings and other improvements comprising the Proprietor's land of which the school premises form part.

THE PROPRIETOR'S LAND

All that land, School buildings and other improvements owned by the Roman Catholic Archbishop of Wellington situate at Brougham Street, Westport, New Zealand being known as St Canice's School, Westport and being more particularly described as follows and delineated in green on the plan forming part of the second schedule hereto.

- FIRSTLY All that freehold parcel of land containing 4046m<sup>2</sup> more or less situated in the Borough of Westport being Sections 393, 394, 445 and 446 of the Town of Westport and being all the land in Certificate of Title Volume 2A Folio 746 (Nelson Registry)
- SECONDLY All that freehold parcel of land containing 2023m<sup>2</sup> more or less situated in the Borough of Westport being Sections 395 and 447 of the Town of Westport and being all the land in Certificate of Title Volume 2A Folio 747 (Nelson Registry)
- THIRDLY All that freehold parcel of land containing 1012m<sup>2</sup> more or less situated in the Borough of Westport being Section 396 Town of Westport and being all the land in Certificate of Title Volume 3C Folio 1079 (Nelson Registry)

SUBJECT TO:

1. A reservation saving and expecting all minerals within the meaning of the Land Act 1924 on or under the land and reserving always to Her Majesty the Queen and all persons lawfully entitled to work the said minerals a right of ingress egress and regress over the said land.
2. Section 315 of the Land Act 1924.

There is a debt owing to the:

- a) Archdiocesan Development Fund of the Archdiocese of Wellington.
- b) Housing Corporation of New Zealand

SECOND SCHEDULE

Description of land buildings and other improvements comprising the School premises.

THE SCHOOL PREMISES

All that part of the Proprietor's land as described in the First Schedule hereto, delineated in red on the annexed plan of the Proprietor's land, which plan forms part of this Schedule TOGETHER WITH all the School buildings and other improvements thereon.

A handwritten signature or set of initials, possibly 'J.W.' or 'J.R.', written in black ink on the right side of the page.