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SUPPLEMENTARY DEED OF AGREEMENT

SAINT JAMES SCHOOL, ARANUI, CHRISTCHURCH

THIS DEED OF AGREEMENT is made on the 4th day of February
One thousand nine hundred and eighty five (1985)

BETWEEN THE ROMAN CATHOLIC BISHOP OF THE DIOCESE
OF CHRISTCHURCH a "Corporation Sole" (hereinafer 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 (hereinafer referred to as "the Minister") of the second part

WHEREAS

- A. The Proprietor and the Minister pursuant to Section 7 (2) of the Private
Schools Conditional Integration Act 1975 signed an integration agreement
on the 2nd day of February 1981
for St James School, Aranui, Christchurch
(hereinafer referred to as the "original deed of Agreement")
- B. The Proprietor and the Minister pursuant to Section 7 (9) of the Private
Schools Conditional Integration Act 1975 signed a supplementary Deed of
Agreement on the 6th day of December 1983
- C. The Proprietor and the Minister are now agreed on the need to amend
Clause 8 of the original Deed of Agreement and to redefine the proprietors
land as described in the First Schedule to the original Deed of Agreement
and to further redefine the Integrated School Premises as shown on the plan
forming part of the Second Schedule of the original Deed of Agreement by
entering into a supplementary agreement pursuant to Section 7 (9) of the
Private Schools Conditional Integration Act 1975.

ADAM

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**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 words "eighty five (85)"
 in the 5th line in Clause 8 of the original Deed of Agreement be deleted from
 that Agreement and the words " ninety four (94)" be substituted therefore.

2 **THAT** the original Deed of Agreement is hereby amended by deleting and
 cancelling therefrom pages 14 and 17 and the site plan annexed to the Second
 Schedule.

3 **THAT** departmental drawing E1P 142 02 attached to this supplementary Deed
 of Agreement is hereby substituted as page 17 of the original Deed of
 Agreement.

4 **THAT** the First Schedule attached to this Supplementary Deed of Agreement is
 hereby substituted as page 13 of the original Deed of Agreement.

5 **THAT** the Second Schedule attached to this supplementary Deed of Agreement
 is hereby substituted as page 14 of the original Deed of Agreement.

6 **THAT** the site plan attached to this supplementary Deed of Agreement is
 hereby substituted as the site plan annexed to the Second Schedule of the
 original Deed of Agreement.

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

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

+ DPA

SIGNED by BRIAN PATRICK ASHBY
THE ROMAN CATHOLIC BISHOP OF
THE DIOCESE OF CHRISTCHURCH

+ BPASB

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

John Hamer
Coadjutor Bishop of Christchurch

Mavis G. Galloway
Secretary to the Roman Catholic Bishop
of Christchurch.

SIGNED for and on behalf of
HER MAJESTY THE QUEEN by
CEDRIC RUSSELL MARSHALL

Minister of Education in the
presence of:

C. Marshall



T.I. CARTER
PRIVATE SECRETARY
MINISTER OF EDUCATION
Parliament Bldgs
Wellington

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, hall, church and presbytery and other improvements owned by the Roman Catholic Bishop of the Diocese of Christchurch situated at Rowan Avenue, Aranui, delineated in green, known as St James Primary School and St James Catholic Church and Presbytery and being more particularly described as: **FIRSTLY** all that freehold parcel of land containing 9742 square metres more or less situated in City of Christchurch being Lots 389, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837 on Deposited Plan 23893 part of rural sections 7026, 9152, 9165 and being all that land in Certificate of Title Volume 5A Folio 285 (Christchurch Registry), subject to the reservations and conditions imposed by Section 59 of the Land Act 1948.

SECONDLY all that freehold parcel of land containing 1414 square metres more or less situated in the City of Christchurch being Lots 838, 839, on Deposited Plan 23893 part of rural sections 7026, 9152, 9165 and being all that land in Certificate of Title Volume 5A Folio 282 (Christchurch Registry), subject to the reservations and conditions imposed by Section 59 of the Land Act 1948. Subject to Mortgage 591720 to the State Advances Corporation of New Zealand.

There is a debt due to the Diocesan Education Development Fund of the Roman Catholic Diocese of Christchurch.

[Handwritten signature]

[Handwritten signature]

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 school buildings and other improvements thereon.

~~T. J. A.~~

cfz