

THIS DEED is made the 9<sup>th</sup> day of May 1978  
BETWEEN ST. MARY'S DIOCESAN SCHOOL (INCORPORATED)

a society duly incorporated under the Incorporated Societies Act 1908 and having its registered office in Stratford (hereinafter together with its successors and assigns called "the Proprietor") of the first part and HER MAJESTY THE QUEEN acting by and through the Minister of Education (hereinafter called "the Minister") of the second part  
WHEREAS the Proprietor is the Proprietor of a duly registered private school situate in Stratford and known as ST. MARY'S DIOCESAN SCHOOL FOR GIRLS which is and has been carried on and conducted by the Proprietor as a boarding and day school for girls (hereinafter called "the school")

AND WHEREAS the Minister and the Proprietor have pursuant to section 7(2) of the Private Schools Conditional Integration Act 1975 agreed to enter into this Deed whereby the school apart from its boarding establishment is to be established as an integrated school

AND WHEREAS the school was founded and established in 1914 and has operated as a boarding school for girls to cater particularly for the needs of families in the Taranaki province and other families which were desirous of a strongly based Diocesan Anglican school education in a boarding school

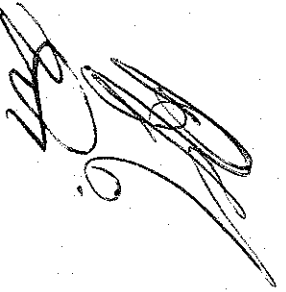
NOW THIS DEED WITNESSETH THAT IT IS HEREBY COVENANTED, AGREED, AND DECLARED by and between the parties hereto as follows:

1. THE Minister and the Proprietor HEREBY AGREE

that the school apart from the boarding establishment is to become an integrated school pursuant to the Private Schools Conditional Integration Act 1975, and such part of the school to be integrated is hereinafter described as "the integrated school".

2. THE parties hereto agree and accept that the integrated school is a Form 3 to Form 7 school which was originally established to provide education with a special character and at the date hereof it provides education with the special character described in this clause. The integrated school is conducted so as to provide that pupils should undergo education as members of an intimate extended family group and in a total school atmosphere emphasising established Christian standards, values and observances as is customary in Diocesan Anglican boarding schools. The integrated school places particular emphasis on Music and the Arts. The integrated school is conducted so that all tuition, religious, recreational, and cultural activities provided by the integrated school for all pupils are organised so that day pupils can as far as possible share the advantages offered to boarding pupils and accordingly it has been the policy of the integrated school to accept only a limited number of day pupils on the clear understanding that such pupils will as far as possible follow the routine and share in the activities of boarding pupils

AND IT IS HEREBY AGREED AND DECLARED that the integrated school shall at all times in the future be conducted and operated so as to maintain the integrated school's special character and all parts of these presents shall be interpreted so as to



maintain the integrated school's special character.

3. ON behalf of the Proprietor IT IS HEREBY

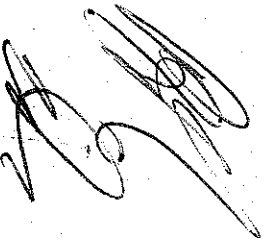
AGREED THAT:

(a) The Proprietor owns or holds upon trust the land and buildings hereinafter described in the First Schedule hereto which the premises of the integrated school for the purposes of this Deed form part. Such land and buildings are hereinafter referred to as the Proprietor's land. The integrated school premises as hereinafter defined are part only of the total land and buildings owned by the Proprietor for the purposes of the said school.

(b) The Proprietor shall set apart and appropriate as owner or upon trust all the land and buildings described in the First Schedule and shown edged red on the plan attached hereto (hereinafter called "the integrated school premises"), and all chattels and other assets associated with the school premises exclusively for the purposes of the integrated school as an integrated school so that the controlling authority of the integrated school shall have exclusive right to the possession and use of the said land, buildings, and chattels:

PROVIDED THAT

(i) The integrated school premises and all chattels and other assets associated with the integrated school premises shall be available for use by Boarders at the school for preparatory, research, cultural and religious activities,



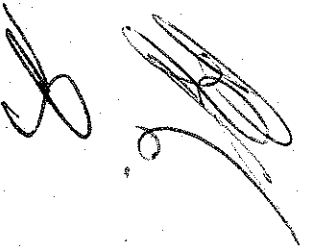
4.

and other similar work in non-school time.

(ii) With the consent or at the request of the Proprietor the Board of Governors may grant the use of the Hall and/or other facilities of the integrated school to any organisation for non-school purposes. The proprietor shall not unreasonably or arbitrarily withhold its consent where the use is one which is not in its opinion in conflict with the maintenance of the special character of the school. The Board of Governors may make payment of a reasonable fee by any such organisation a condition of use of such facilities.

(iii) Certain chattels currently used in conjunction with the integrated school premises and not purchased with money appropriated by Parliament represent donations or presentations to the school and/or have some special intrinsic and/or historic value and it is acknowledged that such chattels shall remain the exclusive property of the Proprietor notwithstanding that the Proprietor may continue to allow the integrated school the use of them. Such chattels are listed in the Second Schedule attached hereto.

(c) The Proprietor shall accept and meet liability for all mortgages, liens, and other charges upon the said land and buildings.

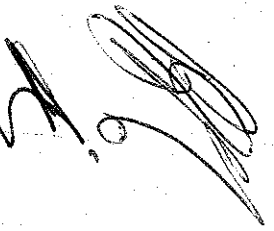


(d) The Third Schedule hereto describes and specifies certain works to be carried out and effected by the various dates specified in the Third Schedule in order to render the integrated school's buildings and associated facilities in accord with the minimum standard laid down for comparable State Schools prevailing at the effective date of this agreement. The Proprietor shall plan, execute, and subject to the provisions of the Third Schedule, pay for such works, and such works shall be carried out in a proper and workmanlike manner and in accordance with the standards existing at the date of this agreement as the minimum standards for such work done in regard to State Schools.

(e) The Proprietor shall plan, execute, and pay for such capital works and associated facilities as may be approved or required from time to time by the Minister pursuant to section 40(2)(d) of the Private Schools Conditional Integration Act 1975.

(f) The Proprietor may own or hold upon trust, and control and maintain, any land, buildings, and associated facilities that, although not part of the school or integrated school premises in terms of this agreement, are regarded by the Proprietor as appropriate to maintain the special character of the integrated school.

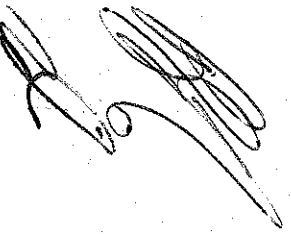
(g) The Proprietor shall insure all the buildings, chattels, and other assets owned or held upon trust by the Proprietor for the purposes of the integrated school against risks normally insured against, in some responsible insurance office in New Zealand, and further acknowledges the obligation on it created by section 40(2)(h) of the Private Schools



Conditional Integration Act 1975.

- (h) No person employed at the integrated school and paid for his services in whole or in part out of money appropriated by Parliament shall be paid by the Proprietor or its servants or agents any remuneration additional to that provided by the Private Schools Conditional Integration Act 1975 or shall be granted or permitted any condition of service more favourable than that permitted in the case of a person employed in a similar position in a State school PROVIDED HOWEVER that a teacher to whom the provisions of section 71 of the Private Schools Conditional Integration Act 1975 apply shall continue to be paid no less than the same salary and be accorded the same status as he received or was accorded on the day before the effective date of integration.

- (i) The Proprietor's boarding establishment shall not be integrated and accordingly the Proprietor shall be entitled to pay to persons employed at the integrated school who accept secondary employment with the Proprietor fair and reasonable remuneration for boarding duties and/or work in respect of the boarding establishment on the Proprietor's land and in the case of the Principal the Proprietor shall also be entitled to pay fair and reasonable remuneration for the general supervision of the whole of the school property (excluding the integrated



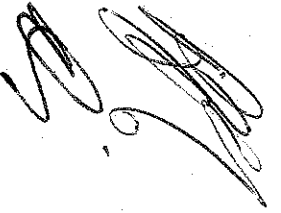
school premises).

(j) Subject to the provisions of paragraphs (d) and (e) of this clause the Minister, after the effective date of this agreement, shall maintain the land buildings and associated facilities comprising the integrated school premises as shown on the plan attached hereto as though the school were a State school.

4(a) THE land and buildings specified in clause 3 as forming the Proprietor's land for the purposes of this agreement are the subject of the mortgages, liens, encumbrances, easements, licences, restrictions, and other matters which affect the title to or enjoyment of the land, and having the appurtenances or benefits attaching to the land, as set out respectively in the Fourth Schedule hereto.

(b) The Proprietor with the consent of the Minister, which consent shall not be unreasonably withheld, shall have the right to raise funds against the security of the school premises for the purpose of carrying out additions and/or improvements to the integrated school premises or to the boarding facilities associated therewith and for such purposes may charge mortgage or encumber the school premises.

5(a) THE controlling authority of the integrated school shall be a Board of Governors constituted pursuant to the provisions of section 51 of the Education Act 1964. Such Board shall consist of eleven (11) members,



such eleven (11) members being:

(1) One member appointed by the Education Board of the district in which the school is situated.

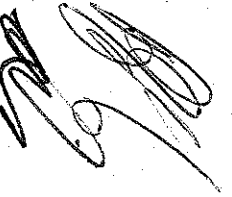
(11) One member elected by the teachers of the integrated school; PROVIDED HOWEVER that no member so elected may be appointed a Chairman or Deputy Chairman of the Board.

(11) Five members elected by the parents of the pupils attending the integrated school.

(iv) Four members who shall be representatives of the Proprietor and appointed by the Proprietor.

(b) Any election conducted pursuant to section 8(5) of the Private Schools Conditional Integration Act 1975 shall be conducted as nearly as possible in the manner prescribed by the Secondary School Boards Administration and Employment Regulations 1965 and any regulations made in amendment thereof or in substitution therefor, and the provisions of those regulations shall, with any necessary modifications, be applied accordingly.

6. IT IS AGREED that the maximum roll of the school shall be one hundred and twenty (120) pupils, of whom not more than twenty five (25) shall be day pupils (the expression "day pupil" in this Deed meaning any pupil who does not reside in the Proprietor's boarding establishment). For the purposes of this Deed it is recorded by the parties hereto that the roll as at 31 July 1977



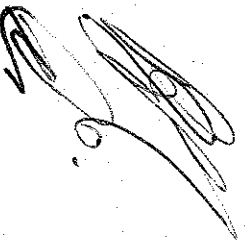
was 60 boarders and 22 day pupils, and that the integrated school roll is likely to increase as follows in the years hereunder mentioned:

<u>Year Beginning</u>	<u>Boarding Pupils</u>	<u>Day Pupils</u>
1 February 1978	75	25
1 February 1979	85	25
1 February 1980	95	25

7. THE Proprietor agrees that pursuant to paragraphs (d) and (e) of clause 3 of this agreement it will bring the integrated school up to the standard of accommodation established from time to time by the Director-General for a comparable State school.

8(a) PREFERENCE of enrolment at the integrated school under section 29(1) of the Private Schools Conditional Integration Act shall be given only to those pupils whose parents have a particular sympathy with the special character of the school including that aspect of the special character which involves a close association with the Proprietor's boarding establishment, or those parents who have a particular connection with the school and who as a result of their particular sympathy with the special character or their particular connection wish their children to board at the Proprietor's boarding establishment.

(b) Pupils whose parents at the date hereof have applied to the Proprietor to enrol their children at the integrated school as day pupils shall be enrolled as pupils by the Board of Governors if and when places are available.



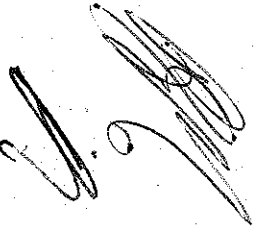
(c) Pupils who attend the Proprietor's boarding establishment shall be enrolled at the integrated school provided that a pupil who would not have preference for enrolment by virtue of these presents shall not have preference of enrolment by reason only of her attendance at the Proprietor's boarding establishment.

9. IT IS AGREED by the parties hereto that religious observances and religious instruction form part of the education with a special character provided by the school, and accordingly the said religious observances and religious instruction shall continue to form part of the integrated school programme in the manner following:

(a) Assembly is held each morning in the School Chapel and is a religious service. Subject to the provisions of section 32(2) of the Private Schools Conditional Integration Act 1975 attendance is compulsory for all pupils.

(b) On such major Feast Days as may be prescribed from time to time in writing by the Anglican Bishop of the Diocese, Holy Communion may be celebrated. Subject to the provisions of section 32(2) of the Private Schools Conditional Integration Act 1975 attendance is compulsory for all pupils.

(c) Subject to section 32(2) of the Private Schools Conditional Integration Act 1975 attendance for all pupils is compulsory at a maximum of two periods designated "Divinity" per week.

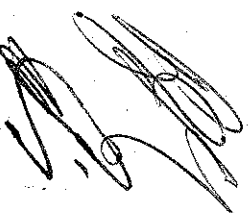


11.

10. THE Proprietor, together with its servants agents, and licensees, shall, subject to the proviso to section 40(2)(i) of the Private Schools Conditional Integration Act 1975, have at all reasonable times access to the integrated school to ensure that the special character of the school is being maintained.

11. THE Proprietor together with its servants agents, and licensees, shall have at all reasonable times access to the land and buildings of the integrated school sufficient to enable it to exercise the powers and carry out the responsibilities vested in it and imposed on it by the Private Schools Conditional Integration Act 1975 and by this agreement.

12. ANY advertisement for the position of Principal of the integrated school shall state that a willingness and ability to participate in religious instruction appropriate to the school, and a willingness and ability to assume responsibility to the Proprietor for the daily conduct and administration of the Proprietor's boarding establishment and for the development and conduct of boarding pupils shall be conditions of appointment and may state that a willingness and ability to assume responsibility to the Proprietor for the general supervision of the whole of the school property (excluding the integrated school premises for which he is responsible to the Board of Governors) shall be a condition of appointment.



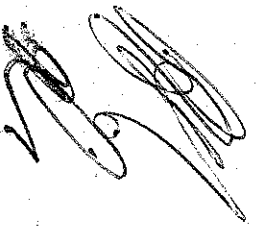
12.

13. AN advertisement for any teaching position at the integrated school other than that of the Principal may state that the appointee will be expected to undertake under the employment of the Proprietor duties in the school's boarding establishment including assistance with the control administration and supervision of the residential accommodation at the Proprietor's boarding establishment.

14. WHEREAS religious instruction forms part of the education with a special character provided by the school the Proprietor may employ any person whether as a chaplain or otherwise, for duties relating to that instruction and the provisions of section 69 sub-sections (2) and (3) of the Private Schools Conditional Integration Act 1975 shall apply to this clause.

15. THE Board of Governors of the integrated school shall designate up to three teaching positions in the integrated school in terms of section 65(c) of the Private Schools Conditional Integration Act 1975 as positions of importance carrying a responsibility for religious instruction.

16. THE Proprietor of the school may enter into agreements with the parents or other persons accepting responsibility for the education of pupils at the school providing that, as a condition of



the enrolment and attendance of each pupil at the school, the parents or other persons shall pay attendance dues pursuant to the provisions of section 36 of the Private Schools Conditional Integration Act 1975.

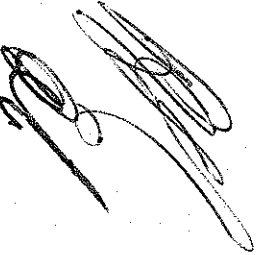
17. THE following variations from standard patterns of organisation are approved in respect of the school:

(a) The school is a Form III to VII school.

(b) A mid term break is taken about the middle of each term without prejudicing the number of teaching half days required in terms of the Education Act, and without contravening the provisions of any regulations made thereunder.

18. ANY boarding accommodation shall be provided on the Proprietor's land. The Principal of the integrated school shall control and administer such boarding accommodation as directed by the Proprietor and shall be responsible for the care and custody of the pupils thereat outside normal State school hours during the period of any term. The Proprietor shall have the right at its sole discretion to refuse enrolment as a boarder to any person and shall also have the right to require the parents or other persons accepting responsibility for any pupil to remove that pupil as a boarder.

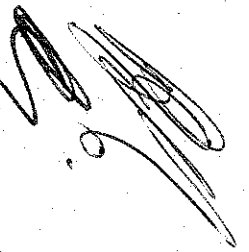
19. WHERE any of the costs associated with the conduct of the boarding establishment or with any other part of the Proprietor's land that is not part of the integrated school premises for the purposes of this agreement cannot be separated from the costs associated with the operation of



the integrated school premises, the Proprietor and the Board of Governors shall contribute to such costs according to their respective use of the facilities in respect of which the costs have been incurred.

20. WITH the agreement of the Board of Governors the Proprietor may be empowered to receive and issue receipts for the amounts payable to the Board of Governors by the parents of the pupils. Any moneys collected by the Proprietor on behalf of the Board of Governors shall be accounted for to the Board of Governors.

21(a) FURTHER to the provisions of clause 19 of this agreement it is acknowledged by the parties that certain of the services and facilities on or relating to the Proprietor's land are used in common by the integrated school for the purposes of the integrated school premises as delineated on the attached plan and also by the Proprietor in respect of the boarding accommodation and the other activities carried on by the Proprietor on the balance of the property. In particular the access roads leading to the highway and Pembroke Road, the water supply, the power supply and the sewerage and drainage system are all used in common and costs of maintaining such services and facilities shall be apportioned between the Proprietor and the Board of Governors as provided in clause 19. If practicable the power supply to the integrated school premises shall be separately metered. Where such services and/or facilities are



wholly or partly situated outside the area comprising the integrated school premises the Proprietor will continue to make such services and/or facilities available to the integrated school premises.

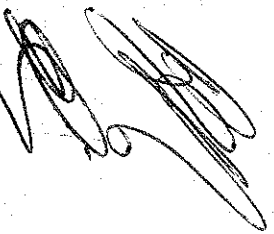
(b) In lieu of providing a sick-day on the integrated school premises as would be required for a State school the Proprietor will make a sick-day associated with the boarding establishment available for use by the integrated school as required regardless of whether the pupils requiring to be admitted to the sick-day are boarders or day pupils.

(c) In lieu of providing five (5) additional water closets on the integrated school premises as would be required for a State school the Proprietor will make five (5) water closets situated in the boarding establishment available for use by staff, pupils, visitors, and other persons lawfully on the integrated school premises. The said water closets shall be maintained by the Proprietor.

(d) The Proprietor will at all times ensure that the following services are available to the integrated school at the points at present shown on the attached plan or elsewhere as approved in writing by the Board of Governors, all facilities to be of adequate capacity and suitable for the integrated school's requirements:

- (i) water supply to integrated school;
- (ii) sewerage drainage from the integrated school;
- (iii) stormwater drainage from the integrated school;
- (iv) electric power.

22. IT is acknowledged that if the integrated school at the date of integration has a pupil/teacher ratio in excess of the state pupil/teacher ratio a teaching position shall be disestablished

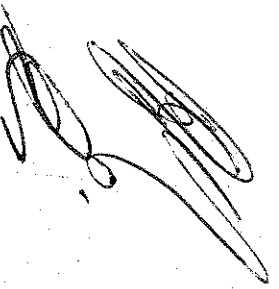


when a teacher appointed to that position in accordance with section 71 of the Private Schools Conditional Integration Act 1975 leaves that position PROVIDED HOWEVER that a position may not be disestablished where, in the opinion of the local District Senior Inspector of Secondary Schools, it is necessary to fill that position in order to provide tuition in those classes for secondary school pupils which a school is required to provide in accordance with the Education (Secondary Instruction) Regulations 1975.

23. THIS Deed shall take effect as from the 23<sup>rd</sup> day of May 1978.

24. ON and after the date specified in clause 23 hereof the school shall be an integrated school in terms of the Private Schools Conditional Integration Act 1975.

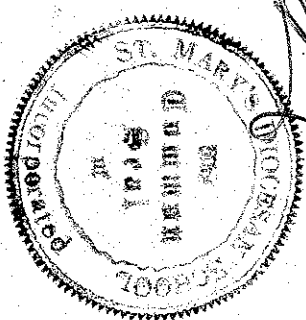
25. THE Proprietor enters into and executes this agreement pursuant to the powers contained in section 7(3) of the Private Schools Conditional Integration Act 1975. The Proprietor has previously administered the school premises and the school pursuant to the powers contained in Rules of the Society which was incorporated in 1943 under the Incorporated Societies Act 1908 and the Proprietor agrees to amend the said Rules to bring them into harmony with the provisions of this agreement and of the Private Schools Conditional Integration



Act 1975.

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

THE COMMON SEAL OF  
ST. MARY'S DIOCESAN  
SCHOOL INCORPORATED  
was hereunto affixed  
by and in the presence  
of:



*Kenn Young*  
*Minister of Education*  
*Wellington*

SIGNED FOR AND ON BEHALF OF  
HER MAJESTY THE QUEEN BY  
LESLIE WALTER GANDAR  
MINISTER OF EDUCATION  
in the presence of:

*L. W. Gandar*

*David Thomson*  
Witness


*Minister of Education* Occupation

Wellington

FIRST SCHEDULE

THE PROPRIETOR'S LAND

- 1 1 Acre 2 Roods 25.96 Perches more or less situate in the Borough of Stratford being part of Section 105 of the Manganui District and being also Lot 1 on Deposited Plan No 5575 and being all the land comprised and described in Certificate of Title Volume 140 Folio 71 (Taranaki Registry) Subject To: Mortgages 113609 and 113610.
- 2 5 Acres 3 Roods 36 Perches more or less situate in the Borough of Stratford being part of Section 104 of the Manganui District and being also parts of Allotments 2 and 3 on Deposited Plan No 1500 and being all the land comprised and described in Certificate of Title Volume 118 Folio 120 (Taranaki Registry) Subject To: Mortgages 113609 and 113610.
- 3 1 Acre 3 Roods 38.5 Perches more or less situate in the Borough of Stratford being part of Section 105 of the Manganui District and being also part of Allotment 14 on Deposited Plan No 4177 and being all the land comprised and described in Certificate of Title Volume 108 Folio 10 (Taranaki Registry) Subject To: Mortgages 113609 and 113610.
- 4 1 Rood more or less situate in the Borough of Stratford Block 1 Ngairu Survey District and part Section 105 of the Manganui District and being also Allotment 15 on Deposited Plan No 4366 and being all the land comprised and described in Certificate of Title Volume 107 Folio 116 (Taranaki Registry) Subject To: Mortgages 113609 and 113610.
- 5 1 Acre 3 Roods 39.3 Perches more or less situate in the Borough of Stratford Block 1 Ngairu Survey District and part Section 105 of the Manganui District and being also Allotment 11 and part Allotment 12 on Deposited Plan No 1822, the said land being more particularly shown on Deposited Plan No 3670 and being all the land comprised and described in Certificate of Title Volume 94 Folio 266 (Taranaki Registry) Subject To: Mortgages 11309 and 113610.
- 6 1 Rood more or less situate in the Borough of Stratford being Allotment 10 of part Section 105 of the Manganui District Block 1 Ngairu Survey District and being all the land comprised and described in Certificate of Title Volume 48 Folio 218 (Taranaki Registry) Subject To: Mortgages 113609 and 113610.



7 1 Rodd 7.54 Perches more or less situate in the Borough of Stratford being part of Section 105 of the Manganui District and being also Lot 2 on Deposited Plan No 5575 and being all the land comprised and described in Certificate of Title Volume 140 Folio 73 (Taranaki Registry) Subject To: Mortgages 113609 and 113610.

8 26.73 Perches more or less situate in the Borough of Stratford being part Section 105 of the Manganui District and being also Lot 1 on Deposited Plan No 5630 and being all the land comprised and described in Certificate of Title Volume 140 Folio 203 (Taranaki Registry) Subject To: Mortgages 214216 and 224716.

9 2 Roods 36.3 Perches more or less situate in the Borough of Stratford and being also part Section 105 of the Manganui District and being also Lot 1 on Deposited Plan No 8592 and being all the land comprised and described in Certificate of Title Volume 249 Folio 14 (Taranaki Registry). Subject To: Mortgages 158769 and 224716. and Subject To: drainage and incidental rights appurtenant to the land in C T 92/273 created by Transfer 42032.

Handwritten signature and initials in the bottom left corner of the page.



OR HISTORICAL VALUE - SUCH CHATTELS TO REMAIN THE EXCLUSIVE PROPERTY OF

THE PROPRIETOR.

1	etchings Langmaith "London"
6	etchings "Moko"
1	photograph Captain Cook Map
10	originals pen and wash drawings (unframed) "The Theatre"
1	water colour T. de Lancy "Mountains"
1	" " " " "Fruit"
1	water colour B. Rowell
1	" " "School" Miss N. Carrier
1	" " "Guns" " " "
2	photographs colour High Country South Island
1	photograph (historical) Bruce House
1	" " Miss M.G. Bruce
1	" " Miss E. Merchant
1	" " Miss E. Robertson
1	" " Miss E.M. Wilson
1	" " Board of Governors
1	" " 1960 Board of Governors
1	" " Opening of Giridwood
1	" " coloured H.W. the Queen
1	" " certificates Interact
8	photographs by Miss J.W.S. Beale
1	photograph historical the School
1	" " " "
1	" " " " "Swimming Pool
1	" " 1975 Lifesaving
1	" " 1973 Hockey
1	" " 1972 Lifesaving
1	" " 1968 Hockey
1	" " 1970 Hockey
1	" " 1971 Lifesaving
1	" " 1971 Netball
1	" " " "
1	" " Mr Tilley
1	" " Miss N. Barker
1	" " 1975 Lifesaving
1	" " 1937 School
1	print Rembrandt
1	Turnbull Print No. 129 von Tempisky
1	print Turner
1	print Hogarth
1	print Dufy
1	print van Gogh
1	print Massall
1	print Alder
1	print Cezanne
1	print Shepherd
1	unframed print Gauguin
1	unframed print Degas

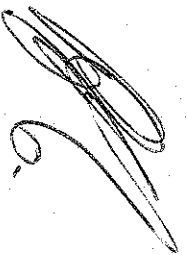
1 unframed print Klee  
 1 unframed print Renoir  
 1 unframed print Dufy  
 1 unframed print Cezanne  
 1 unframed print van Gogh  
 Nicholas Cup for Field Events donor D. Nicholas  
 Junior Steeplechase Cup donor Raewyn Pease  
 Senior Steeplechase Cup donor Mr & Mrs D. Willis  
 Junior Swimming Cup donor Mrs H.E. Abraham  
 Girwood Cup donor S.P. Girwood  
 Senior Tennis Doubles Cup donor Mr & Mrs W.G. Rae  
 Tennis Player's Improvement Cup donor J.M.R.  
 Senior Swimming Championship Cup donor S & N Robbie  
 Intermediate Singles Tennis Cup donor M.M. Innes  
 Junior Tennis Doubles Cup donor Miss E. Robertson  
 Junior Tennis Singles Cup donor M. Harris  
 Senior All-round Athlete Cup donor Joan Jarvis  
 Junior All-round Athlete Cup donor Herbert Smith  
 Senior Tennis Singles Cup donor Mr & Mrs W.G. Rae  
 Intermediate Athletic Championship Cup donor Julia Hamerton  
 Interhouse Country Dancing Cup donor Mrs J. Dobbie  
 St. Mary's v Nga Tawa Hockey Cup  
 Junior Athletic Cup donor E.J.K. Monk  
 Interhouse Athletic Cup donor Mrs R.M. Smith  
 Interhouse Tennis Cup donor W. Tisdall  
 Interhouse Hockey Cup donor J.P.C.  
 Interhouse Steeplechase Cup donor Annette Evans  
 Lifesaving Cup donor Beryl Macalister  
 Interhouse Basketball Cup donor Beverly Dustin  
 House Choir Cup donor Jillian Coleman  
 Junior Netball Cup  
 Interhouse Softball Cup donor Jacqueline Hubble  
 Junior House Softball Cup donor Nicola Barker  
 Dormitory Cup donor Herbert Smith  
 Aggregate House Points Cup donor C.S. Lucas  
 Interhouse Swimming Cup donor Mrs R.M. Smith  
 Intermediate Swimming Championship Cup donor Rene Johnstone  
 Mathematics Challenge Cup donor Jennie Petrie  
 Open 400 metres Cup  
 St. Mary's Tilley Lifesaving Cup  
 Todd Cup donor Maree Todd  
 Senior Athletic Championship cup donor Old Girls  
 Music Cup donor Miss Mary Anderson  
 Rangers Cup  
 Trophy Jewel Box donor A.D. Stanley  
 House Fitness Cup donor Mrs K.B. Were  
 House Debating Shield donor L. Gower  
 Junior Drama Shield donor Stevenson  
 House Shield donor H.E. Abraham  
 1 Glass fronted Cup Cupboard donor M.G. Bruce  
 1 memorial brass to Miss E.A. Marchant  
 1 memorial brass to Miss M.S.E. Fleming  
 1 piano H.A. Ivory London  
 1 piano Yamaha 414902  
 1 piano Yamaha C2256221  
 1 piano Chappell London  
 1 piano Kirchner London  
 1 piano Monington & Weston  
 1 piano Hamilton  
 1 piano Chappell CP44  
 1 piano Danemann  
 1 Phillips hi fi record player stereo amplifier and two speakers

1 large Glockenspiel  
 1 alto Glockenspiel  
 3 soprano Glockenspiel  
 1 woodblock  
 3 triangles  
 2 tambourines  
 1 suspended cymbal  
 1 pair small cymbals  
 1 pair finger cymbals  
 1 side drum  
 2 bongo drums  
 1 pair maraccas  
 2 cow bells  
 2 hand bells  
 2 castanets  
 2 tenor recorders  
 1 treble recorder  
 1 cello  
 2 double basses  
 6 violins and bows  
 15 music stands  
 4 clarinets  
 1 suite oak sofa and 2 arm chairs  
 1 dinner service "Seaforth" china 97 pieces  
 1 Librarian's desk  
 1 Murphy 25" Super Signal T.V.  
 2 Conray electric heaters  
 1 Zip Thermaglo heater  
 1 Ranger's Honours Board  
 1 St. Mary's School Honours Board  
 1 Games Captain's Honours Board  
 1 Tennis Honours Board  
 1 Lifesaving Honours Board  
 1 Interscholl Cups Honours Board  
 1 Conductor's Baton Honours Board  
 1 ship's bell H.M.S. Essex  
 1 antique brass Fireman's helmet  
 1 pottery wheel  
 1 electric sewing machine ( Singer )  
 1 electric potter's kiln  
 1 Vu Giph Overhead projector 1499  
 1 Reader's Digest Globe  
 1 Hanimec 2000 slide projector  
 1 Bell & Howell projector 8399/55A/GP0  
 1 Geological collection and case  
 1 collection of shells  
 3 Judo mats  
 2 Ranger's Lightweight 6' X 4' tents  
 130 volumes of the St. Mary's Society Collection in the Library

FOURTH SCHEDULE

MORTGAGES, LIENS, ENCUMBRANCES, EASEMENTS AND OTHER MATTERS  
AFFECTING THE TITLE TO OR ENJOYMENT OF THE LAND

- 1 Certificates of title 140/771, 118/120, 108/10, 107/116,  
94/266, 48/218 and 140/73 are subject to:  
  
Mortgage no 113609 to the Taranaki Savings Bank  
Mortgage no 113610 to the Bank of New South Wales
- 2 Certificate of title 140/203 is subject to  
  
Mortgage no 214216 to Noel Petrie  
Mortgage no 224716 to the Bank of New South Wales
- 3 Certificate of title 249/14 is subject to  
  
Mortgage no 158769 to the Taranaki Savings Bank  
Mortgage no 224716 to the Bank of New South Wales  
  
Transfer no 42032 reserving drainage and incidental  
rights appurtenant to the land in Certificate of  
Title 92/273.



## ST MARY'S DIOCESAN SCHOOL

THIRD SCHEDULEWORKS 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 those cases where the words "the Department will meet half cost" appear in relation to particular works, the Regional Property Supervisor of the Department of Education shall draw up the specifications for such particular works and the Proprietor shall obtain his approval to the contractor and to the price before commencing such works.

## AGREED PHASING OF WORK TO BE COMPLETED BY


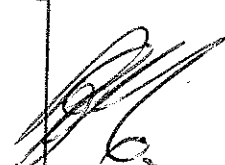
SITE

	30.9.78	31.5.79	31.5.80	31.5.81	31.5.82	31.5.83
<u>Access roads and sealed areas</u>						
Patch drive to Broadway and area between Blocks 2 and 12		X				
Reseal drive to Broadway and area between Blocks 2 and 12				X		
Fill potholes in driveway from Pembroke Rd		X				
Remedy defects in foundation of, and reseal court No. 1				X		
<u>Fencing</u>						
Repair fences of tennis courts by Block 3 including additional tying of netting to middle rails		X				
Renew latches to gates		X				
Clip netting to wire, clear weeds from fence, North side of Block 4a and extending to swimming pool		X				
Repair fences, extending from Block 5 to Western boundary		X				
Compact around posts and provide an additional post between each pair of posts in existing corrugated iron fence, South boundary		X				

THIRD SCHEDULE



AGREED PHASING OF WORK TO BE COMPLETED BY

	30.9.78	31.5.79	31.5.80	31.5.81	31.5.82	31.5.83
<u>Concrete paths</u> Replace concrete path from Block 3 to sealed area between Blocks 2 and 4 Spray weeds in cracks and joints of concrete paths <u>Swimming pool</u> Repaint		X	X	X		
BLOCK 1 <u>Exterior</u> Repair decking of front verandah and check sub-framing Replace spouting on South wall Replace roof with 26g corrugated galvanised iron Paint new roof after weathering Burn off paintwork and repaint		X	X		X	X X

## AGREED PHASING OF WORK TO BE COMPLETED BY

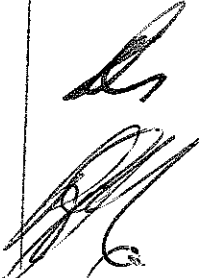
	30.9.78	31.5.79	31.5.80	31.5.81	31.5.82	31.5.83
Block 1 continued						
<u>Interior</u>						
Area 37						
Ease double hung windows		X				
Complete laying of floor covering		X				
Area 38 including kitchen						
Replace cords on double hung windows in kitchen		X				
Upgrade manhole in ceiling of office and repaint ceilings						
Area 39			X			
Replace one window pane		X				
Redecorate						
Area 41				X		
Ease double hung windows		X				
Redecorate						
Area 43				X		
Ease all windows		X				
Redecorate. Dept will meet half cost of redecoration						
Replace catch to hot water cupboard door		X				X
<u>Structural</u>						
Demolish chimneys		X				
Provide lateral support at ground level to strengthen foundations of building						
<u>Electrical</u>			X			
Replace incandescent lighting with fluorescent lighting to meet code light level requirements			X			
BLOCK 2						
<u>Exterior</u>						
Replace access door in foundation wall						
Replace rusty flashings to trap door over boiler room entrance						
Repair rotten corner fascia by steps to area 20						
Repair plaster to steps of area 20						
Renew downpipe by fire escape area 20		X				

AGREED PHASING OF WORK TO BE COMPLETED BY						
	30.9.78	31.5.79	31.5.80	31.5.81	31.5.82	31.5.83
Block 2 continued						
Replace fabric roof over area 20 with 26g metal roofing			X			
Replace flashings over windows of area 20			X			
Reroof with 26g corrugated galvanised iron					X	
Paint new roof after weathering						X
Clean dirt and mould from paint work (steam clean or similar)						
<u>Interior</u>		X				
Area 16						
Restretch carpet by door		X				
Replace spiral balances on double hung windows		X				
Replace two window panes		X				
Redecorate				X		
Area 17						
Repair floor by stage entrance door and in main area		X				
Repair frame etc where door hinge pulled away from borer infested timber		X				
Redecorate			X			
Punch nails in floor, sand and seal				X		
Area 18						
Redecorate				X		
Area 19/21 including toilet				X		
Redecorate. Dept will meet half cost of redecoration						
Reline cupboard for electric sub-board						X
Area 20		X				
Redecorate. Dept will meet half cost of redecoration						
Area 22						X
Repair carpet		X				
<u>Electrical</u>						
Improve lighting to meet code levels in Hall and staff room			X			

## AGREED PHASING OF WORK TO BE COMPLETED BY



	30.9.78	31.5.79	31.5.80	31.5.81	31.5.82	31.5.83
Block 2 continued						
<u>Fire protection</u>						
Install a perfect party wall which meets the requirements of NZS 4541, Clause 1541 across areas 25 and 28. Extend sprinkler system to this wall		X				
Fit self closing devices to sliding door at entrance to hall, the door to the dormitory and the door to the staff common room.						
Change glass in door to common room to Georgian wired glass	X					
BLOCK 4 AND 4A						
<u>Exterior</u>						
Repair concrete block infill panels under windows						
Repair leaking spouting and downpipes						
Repair one gully (Eastern side)		X				
Replace fabric roof over area 13 with 26g metal roofing		X				
Repaint area 13			X			
Repaint roof of Block 4		X				
Repaint all windows, exterior and interior		X				
<u>Interior</u>						
Area 1						
Ease windows		X				
Repair floor covering		X				
Repaint porch, West wall			X			
Area 2						
Ease windows						
Ease cupboard door, renew missing door						
Repair floor covering		X				
Replace broken grate in heater		X				
Area 3						
Replace three stair nosings, 9, 10, 17 from bottom	X					
Redecorate				X		



AGREED PHASING OF WORK TO BE COMPLETED BY						
	30.9.78	31.5.79	31.5.80	31.5.81	31.5.82	31.5.83
Block 4 and 4a continued						
Area 4 and store under stairs						
Lubricate window fasteners		X				
Ease door of fume cupboard }						
Provide fan to fume cupboard }		X				
Refix ceiling tiles			X			
Repair students benches including side panels to bottom shelf of cupboard (right hand front bench) }						
Repair bench by windows }		X				
Repaint concrete floor				X		
Redecorate (including unpainted ceiling)				X		
Area 5						
Ease exterior door }						
Lubricate window fasteners }						
Repair roof leak by exterior door }						
Repair Expelair fan }		X				
Refix ceiling tiles			X			
Redecorate (including unpainted ceiling)				X		
Areas 6/7						
Repair lino and nosings to steps	X					
Area 8						
Replace three window fasteners, refix one keeper plate and adjust fasteners that do not close properly		X				
Replace one window pane		X				
Replace bottom grille to heater		X				
Repair floor covering around heater damaged by burn marks and water		X				
Replace bench top and provide bowl or outlet for tap by window or disconnect tap to prevent damage to cupboard		X				
Repair lino covered bench top		X				
Area 9						
Replace four catches to top hung windows and adjust one				X		
Repair entrance door				X		
Repair loose lino by door				X		
Replace surround to heater				X		





AGREED PHASING OF WORK TO BE COMPLETED BY						
	30.9.78	31.5.79	31.5.80	31.5.81	31.5.82	31.5.83
Block 4 and 4a continued						
Area 10						
Adjust one window fastener		X				
Paint lining of recently closed in doorway		X				
Seal off where water penetrates at floor level by entrance doors		X				
Replace water damaged floor covering		X				
Area 11						
Replace floor covering near heater		X				
Area 12						
Refix and adjust lock to entrance door		X				
Replace three catches to top hung windows		X				
Replace one window pane		X				
Replace floor covering near heater		X				
Revarnish teachers dais		X				
Area 13						
Ease windows		X				
Effect minor repairs to ceiling		X				
Repair lockers		X				
Area 14						
Redecorate. Dept will meet half cost of redecoration						
Covered way between Blocks 2 and 4						X
Replace lock on door		X				
Replace roof with 26g metal roofing		X				
Paint new roof after weathering						
<u>Structural</u>			X			
Strengthen Block 4a to Ministry of Works and Development standards						
<u>Electrical</u>						X
Fit time switch control to under-floor heating	X					
Replace incandescent lighting with fluorescent lighting to provide code lighting levels			X			

## AGREED PHASING OF WORK TO BE COMPLETED BY

	30.9.78	31.5.79	31.5.80	31.5.81	31.5.82	31.5.83
Block 4 and 4a continued						
<u>Fire protection</u>						
Extend fire alarm system to give coverage of the classroom block after upgrading system by addition of a school bell power unit	X					
BLOCK 5						
<u>Exterior</u>						
Repaint/restain all existing painted or stained surfaces, including roof		X				
Prevent ingress of water through masonry cladding			X			
<u>Interior</u>						
Cover exposed timbers of partitions between shower cubicles to prevent water damage		X				
Area 36						
Ease one window		X				
Replace one window catch		X				
Reglue floor covering near door		X				
BLOCK 7						
<u>Exterior</u>						
Repair and repaint adjacent fence		X				
<u>Mechanical</u>						
Replace corroded pipes in filtration plant			X			
CYCLE SHED						
Repair end walls		X				
Replace spouting		X				
Replace barge capping boards and rotten fascias		X				
Repaint exterior		X				
BLOCK 17						
Paint all timber work, roof, spouting and down pipes			X			
FURNITURE AND EQUIPMENT						
Provide the following:						
<u>Clothing</u>						
2 steam irons		X				
2 sewing machines		X				
1 ironing board		X				

## AGREED PHASING OF WORK TO BE COMPLETED BY

Furniture and Equipment continued	30.9.78	31.5.79	31.5.80	31.5.81	31.5.82	31.5.83
<u>Library</u>						
1 book trolley		X				
<u>Gymnasium/Hall</u>						
Fixed gymnasium equipment as listed:						
Backboards, swinging 1.5m arms - 2		X				
Bars, horizontal, adjustable (unit) - 1		X				
Net, standard plates, centre type - 1		X				
Net, standard plates, end type - 3		X				
Ropes, climbing (6) on sliding track 5-6m high (set) - 1		X				
HEADMASTER'S RESIDENCE						
<u>Site</u>						
Repair trellis fence near front gate and repaint		X				
Check gate post for rot. Renew if necessary		X				
Replace two damaged posts in front fence		X				
Make gate between house and garage operable		X				
<u>Garage</u>						
Repaint			X			
<u>House</u>						
<u>Exterior</u>						
Replace roof of canopy over back door			X			
Repair screen by back door		X				
Repaint including roof			X			
<u>Interior</u>						
Redecorate bedroom adjoining kitchen			X			
Clean flaking paint off kitchen ceiling and repaint			X			
PROFESSIONAL REQUIREMENTS						
Provide a music room of 67 m <sup>2</sup>					X	
Provide a caretaker's room of 6.7 m <sup>2</sup>		X				
Provide a laboratory prep room of 21.6 m <sup>2</sup>		X				
Provide an Art and Craft store of 10.6 m <sup>2</sup>		X				
Provide an Art and Craft project store of 10.6 m <sup>2</sup>		X				

X

AGREED PHASING OF WORK TO BE COMPLETED BY						
	30.9.78	31.5.79	31.5.80	31.5.81	31.5.82	31.5.83
Professional Requirements continued						
Provide a P.E. Store of 9.3 m <sup>2</sup>			X			
Provide a P.E. Changing room of 13.9 m <sup>2</sup>			X			
Provide a library work room of 21.6 m <sup>2</sup>		X				
Provide a resource/storage area of 55.7 m <sup>2</sup>			X			
Provide a music store of 23.2 m <sup>2</sup>					X	
Provide a music practice room of 7.4 m <sup>2</sup>					X	
Provide a form 3-7 P.R. room of 9.3 m <sup>2</sup>		X				

