

THIS DEED is made the 30th day of November 1976

BETWEEN THE BOARD OF THE WESLEY TRAINING COLLEGE being the Proprietor of Wesley College, Paerata, the said Proprietor being a Body Corporate in terms of Section 3 of the Methodist Charitable and Educational Trust Act 1911 and having its registered office at Ground Floor, Shell House, Cnr. Albert and Wyndham Streets, Auckland, 1 (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:

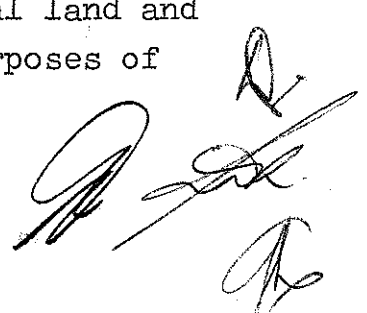
WHEREAS the Minister and the Proprietor of Wesley College have pursuant to section 7 (2) of the Private Schools Conditional Integration Act 1975 agreed to enter into this Deed of Agreement whereby the said Wesley College is to be established as an integrated school.

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

1. THAT the Minister and the Proprietor hereby agree that the said Wesley College is to become an integrated school under the Private Schools Conditional Integration Act 1975.

2. 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, which the premises of the said Wesley College for the purposes of this Deed form part. Such land and buildings are hereinafter referred to as the Trust land. The school premises are part only of the total land and buildings owned by the Proprietor for the purposes of the said Wesley College.

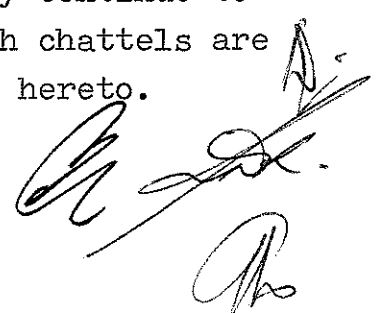


(b) The Proprietor shall set apart and appropriate as owner or upon trust all the land and buildings described in the first schedule as constituting the school premises and as shown edged green on the plan attached hereto, and all chattels and other assets associated with the school premises exclusively for the purposes of Wesley College as an integrated school so that the controlling authority of the school shall have exclusive right to the possession and use of the said land, buildings, and chattels: PROVIDED THAT

(i) The school premises and all chattels and other assets associated with the school premises shall be available for use by Boarders at the College for preparatory and other similar work in non-school time.

(ii) With the consent of the Proprietor the Board of Governors may grant the use of the Hall and/or other facilities to other organisations for non-school purposes. The Proprietor shall not unreasonably or arbitrarily withhold its consent where the use is one which is not in conflict with the maintenance of the special character of the school.

(iii) Certain chattels currently used in conjunction with the school 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 school the use of them. Such chattels are listed in the second schedule attached hereto.

Handwritten signatures and initials in black ink, located at the bottom right of the page. There are three distinct marks: a large, stylized signature, a smaller signature below it, and a set of initials to the right.

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

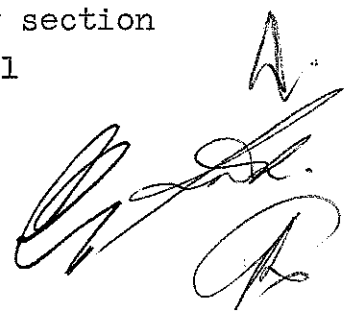
(d) The Proprietor shall plan, pay for, and execute the improvements set out in the third schedule to the buildings and associated facilities of Wesley College (comprising the school premises for the purposes of this agreement) to bring the said buildings and associated facilities up to the minimum standard for comparable State schools prevailing at the effective date of the agreement, such improvements to be carried out by the various dates specified in such schedule of works.

amended
by 1990
agreement
1990

(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 integrated school in terms of this agreement, are regarded by the Proprietor as appropriate to maintain the special character of the 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 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.

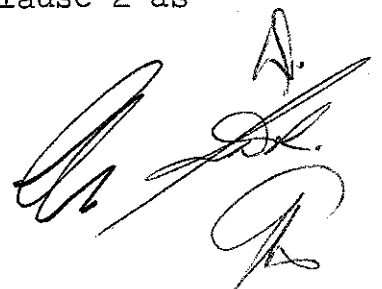
Handwritten signature and initials in the bottom right corner of the page.

(h) No person employed at the 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 for 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) It is recognised by the parties hereto that as the Proprietors hostel is not being integrated the Proprietor shall be entitled to pay to persons employed at the school who accept secondary employment with the Proprietor fair and reasonable remuneration for hostel duties and/or work in respect of the boarding establishment on the trust 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 Wesley College property at Paerata (excluding the 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 school premises as shown on the plan attached hereto as though the school were a State school.

3. (a) THE land and buildings specified in Clause 2 as

Handwritten signatures and initials in black ink, located at the bottom right of the page. There are several overlapping signatures, including one that appears to start with 'A.' and another that looks like 'P.'.

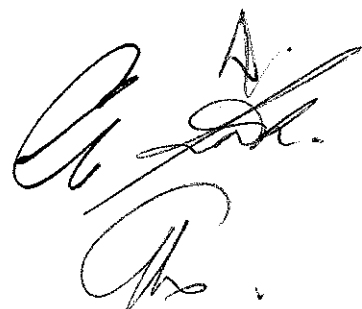
forming the Trust land for the purposes of this agreement are the subject of the following mortgages, liens, encumbrances, easements, licences, restrictions, and other matters which affect the title to or enjoyment of the land and have the following appurtenances or benefits attaching to the land:

Gazette Notice 282807.1 declaring State Highway No. 22 (Runciman - Tuakau) to be a limited access road.

(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 school premises or to the hostel facilities associated therein and for such purposes may charge mortgage or encumber the school premises.

4. THE parties hereto accept and agree that Wesley College was originally established to provide education with a special character and that at the date hereof it provides education with the special character described in this clause. Wesley College is a multi-racial school which while being non sectarian has a direct affiliation with the Methodist Church of New Zealand and with the strength and support of this church affiliation provides education based on the beliefs and philosophies of the Christian faith. This includes religious observances.

In addition to religious education the College also supplies industrial (which term includes agricultural) training and an emphasis on instruction in the English language.

The block contains two handwritten signatures in black ink. The top signature is a cursive name, possibly 'A. J. Smith', and the bottom signature is a more stylized cursive name, possibly 'R. J. Smith'. Both signatures are written over a horizontal line.

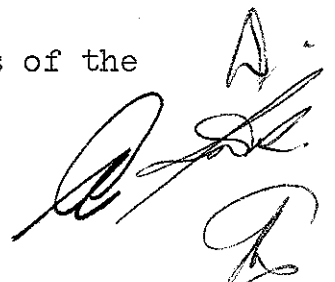
Wesley College has a special obligation to provide education for students of Maori descent, students of Pacific Islands descent, and orphans or otherwise disadvantaged students. It aims to provide a school at which students of all races can receive their education and learn to live and work together in harmony.

Wesley College caters primarily for students boarding at the Proprietor's hostel with which it has a close association. It is acknowledged by the parties hereto that the Proprietor's hostel at present provides for residential accommodation with a special character that is an essential component of the special character of the school.

Attached hereto in the Fourth Schedule is an historical resume of the development of the special character of the school prepared by the Proprietor.

5. (i) THE controlling authority of Wesley College shall be a Board of Governors constituted pursuant to the provisions of section 51 of the Education Act 1964 and the Education (Forms 1 to 7 schools) Regulations 1976. Such Board shall consist of eleven members, such eleven members being:

- (a) One member appointed by the Education Board of the district in which the school is situated.
- (b) One member elected by the teachers of all schools controlled by the Board of Governors; but no member so elected may be appointed as Chairman or Deputy Chairman of the Board.
- (c) Five members elected by the parents of the pupils attending the school.
- (d) Four members who shall be representatives of the Proprietor.

Handwritten signature and initials, possibly 'A. J. D.', in the bottom right corner of the page.

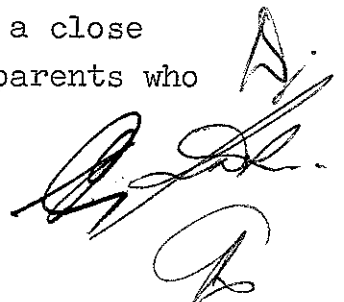
(ii) Any election conducted pursuant to section 8 (5) of the Private Schools Conditional Integration Act 1975 shall be conducted as nearly as possible in the manner prescribed by the Secondary School Boards Administration and Employment Regulations 1965 and any regulations made in amendment thereof or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

6. WESLEY COLLEGE had a roll of 263 pupils at 1st March 1976 when the roll figures were last compiled. It is agreed by the parties hereto that the maximum school roll shall be 275 pupils. It is acknowledged that a supplementary agreement providing for an increase in the maximum roll as a result of a proposed extension to the Proprietor's hostel is anticipated. The Proprietor agrees that pursuant to paragraphs (d) and (e) of Clause 2 of this agreement it will bring the school up to the standard of accommodation established from time to time by the Director-General for a comparable State school.

7. IN this clause "day pupil" means any pupil who does not reside in the Proprietor's hostel.

IN accordance with Section 7 (6) (h) of the Private Schools Conditional Integration Act, unless the Proprietor otherwise agrees and subject to the number of places available, the number of pupils whose parents do not have preference of enrolment under Section 29 of the Private Schools Conditional Integration Act shall be limited to 55 pupils and the controlling authority of Wesley College shall not enrol more than that number.

Preference of enrolment at Wesley College under Section 29 (1) of the Private Schools Conditional Integration Act shall only be given to those pupils whose parents have a particular sympathy with the special character of Wesley College including that aspect of the special character which involves a close association with the Proprietor's hostel, or those parents who

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

have a particular connection with the school and who as a result of their particular sympathy with the special character or their particular connection are willing to allow their children to board at the Proprietor's hostel.

Pupils whose parents at the date hereof have applied to the Proprietor to enrol their children at Wesley College as day pupils shall be enrolled as pupils by the Board of Governors when places are available.

Pupils enrolled as boarders at the hostel shall be entitled to be enrolled at Wesley College provided that a pupil who would not have preference for enrolment under Section 29 (1) of the Private Schools Conditional Integration Act 1975 shall not have preference of enrolment by reason only of his enrolment at the hostel.

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 Wesley College, the said religious observances and religious instructions shall continue to form part of the school programme in the manner following:

(i) Assembly is held each morning in the "College" Chapel and is combined with 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.

(ii) 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 "life and faith" per week.

Handwritten signatures and initials at the bottom right of the page. There are three distinct signatures: one large, cursive signature on the left, a smaller signature in the middle, and a set of initials 'A.' at the top right.

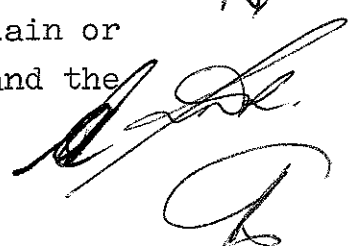
9. THE Proprietor, together with its servants, agents, and licensees, shall, subject to the proviso to section 40 (2) (i) of the Private Schools Conditional Integration Act 1975, have at all reasonable times access to the school to ensure that the special character of the School is being maintained.

10 THE Proprietor together with its servants, agents and licensees, shall have at all reasonable times access to the land and buildings of the 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.

11 AN advertisement for the position of Principal of Wesley College shall state that a willingness and ability to participate in religious instruction appropriate to the said school and a willingness and ability to assume responsibility to the Proprietor for the daily conduct and administration of the Trust hostel and for the development and conduct of the pupils accommodated in the hostel 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 Wesley College property at Paerata (excluding the school premises for which he is responsible to the Board of Governors) shall be a condition of appointment.

12 AN advertisement for any teaching position at Wesley College other than that of the principal may state that the appointee will be expected to undertake under the employment of the Proprietor hostel duties including assistance with the control administration and supervision of the residential accommodation at the Proprietor's hostel.

13 WHEREAS religious instruction forms part of the education with a special character provided by Wesley College the Proprietor may employ any person, whether as a chaplain or otherwise, for duties relating to that instruction and the

A.


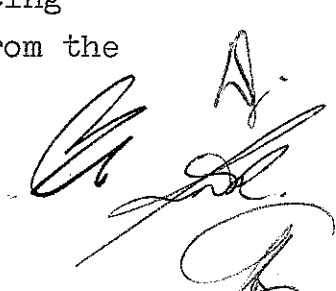
provisions of section 69 sub-sections (2) and (3) of the Private Schools Conditional Integration Act 1975 shall apply to this sub-clause.

14 THE Proprietor of Wesley College 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.

15 THE following variations from standard patterns of organisation are approved in respect of Wesley College:

- (i) Wesley College is a Form I to VII school.
- (ii) 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 provision of any regulations made thereunder.

16 IN the interests of maintaining the special character of the school the Proprietor shall provide hostel accommodation for a number of pupils which shall be not less than 80% of the total roll of the school unless and until otherwise agreed by the Proprietor and the Minister, such hostel accommodation to be provided on the balance of the Trust land. The Principal of Wesley College shall control and administer such hostel 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 hostel enrolment 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 from the hostel.

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

17 WHERE any of the costs associated with the conduct of the hostel or with any other part of the Trust land that is not part of the school premises for the purposes of this agreement cannot be separated from the costs associated with the *operation of the 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.

18 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.

19 (a) FURTHER to the provisions of Clause 17 of this agreement it is acknowledged by the parties that certain of the services and facilities on or relating to the Trust land of the Proprietor at Paerata are used in common by the school for the purposes of the school premises as delineated on the attached plan and also by the Proprietor in respect of the hostel and the other activities carried on by the Proprietor on the balance of the property. In particular the access road leading from the highway, 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 17. If practicable the power supply to the school premises shall be separately metered. Where such services and/or facilities are wholly or partly situated outside the area comprising the school premises the Proprietor will continue to make such services and/or facilities available to the school premises.



(b) The new access road to be constructed by the Proprietor within the area of the school premises as provided in the Schedule of Works shall after construction be maintained by the Board of Governors but the cost of such maintenance shall be apportioned as provided for in Clause 17.

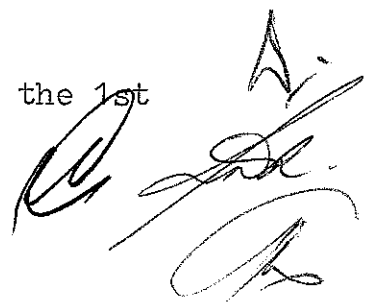
(c) In lieu of providing a sick-bay on the school premises as would be required for a State school the Proprietor will make the sick-bay presently associated with the hostel available for use by the school as required regardless of whether the pupils requiring to be admitted to the sick-bay are boarders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

(d) The Proprietor will make the house property shown coloured blue on the attached plan available for a school caretaker's residence as and when required by the Board of Governors and at that stage the Board of Governors shall assume responsibility for the maintenance of such house property and shall be entitled to receive the rent therefrom. The Proprietor will repair and maintain the house property to a standard satisfactory to the Board of Governors until it is required by the Board of Governors or during such period that it is not required by the Board of Governors.

(e) The Proprietor will at all times ensure that the following services are available to the 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 school's requirements:

- (1) water supply to school
- (2) sewerage drainage from the school
- (3) stormwater drainage from the school
- (4) electric power.

20 THE effective date of this agreement shall be the 1st day of February 1977.

Handwritten signatures and initials in the bottom right corner of the page.

21 ON and after the effective date specified in this agreement Wesley College shall be an integrated school in terms of the Private Schools Conditional Integration Act 1975.

22 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 trusts and powers contained in certain Crown grants as modified and supplemented by the Methodist Charitable and Educational Trusts Act 1911 and the Proprietor will promote amendments to the said Act to bring it 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 THE BOARD
OF THE WESLEY TRAINING COLLEGE

was hereunto affixed at a duly convened meeting of the Board held on the 25th day of November 1976 in the presence of:

[Signature] Chairman

[Signature] Member

[Signature] Member

SIGNED FOR AND ON BEHALF OF
HER MAJESTY THE QUEEN BY
LESLIE WALTER GANDAR
MINISTER OF EDUCATION

in the presence of:

[Signature] Witness

[Signature] Occupation

[Signature] Address

[Signature]

[Signature] MP
[Signature]

FIRST SCHEDULE

A. The Trust Land

Firstly 130.6732 hectares more or less being parts Lots 3 and 4 Deposited Plan 7497 part Lot 2 Deposited Plan 9026 and part Lot 1 Deposited Plan 9709 being parts Allotments 63, 70, 72, 73 and 250 Parish of Karaka and being all the land comprised in Certificate of Title Volume 31C Folio 471 North Auckland Registry

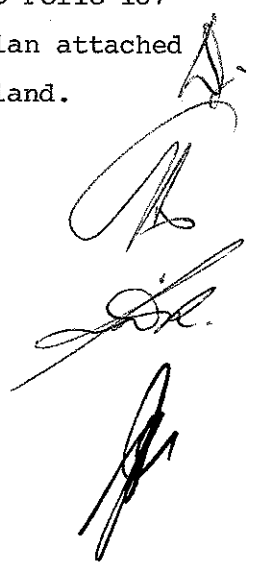
and

Secondly 27.4452 hectares more or less being Lot 1 Deposited Plan 72819 being part Allotments 63, 70 and 72 Parish of Karaka and being all the land comprised in Certificate of Title Volume 28D Folio 187 North Auckland Registry

Together With all buildings and improvements thereon.

B. The School Premises

Part only of the land comprised in Certificate of Title Volume 28D Folio 187 such part being more particularly delineated edged green on the plan attached
Together With all buildings and improvements on that part of the land.

Three handwritten signatures are located in the bottom right corner of the page. The top signature is a large, stylized 'A' with a checkmark-like flourish. The middle signature is a cursive 'J.H.'. The bottom signature is a bold, blocky 'R'.

SECOND SCHEDULE

The following chattels held in the school were donated to the College prior to the date of integration and are to remain the property of the proprietors.

Photo: Opening of Hall
Photo: Clarke
Photo: Three Kings 1897
Photo: Prefects 1928
Photo: Coloured Aerial 1968
Photo: Coloured 1950
Photo: Coloured 1949
Photo: Aerial Black & White 1976
Photo: Groups 1952
Photo: Groups 1975
Photo: Groups 1954
Photo: Groups 1962
Photo: Groups 1964
Photo: College 1925
Photo: Wesley Prep. Mt. Wellington
Photo: Groups 1974
Photo: Tupou 1966
Photo: Aerial Coloured 1956
Photo: Aerial Black & White 1932
Photo: Groups 1955
Photo: 1st 11 1949
Photo: Group 1951
Photo: Prefects 1950
Photo: Prefects 1949
Photo: Prefects 1951
Photo: Staff 1949
Photo: Staff 1950
Photo: Staff 1951
Photo: Lifesaving 1967
Photo: Lions 1971
Photo: Aerial Coloured 1956
Photo: College 1956

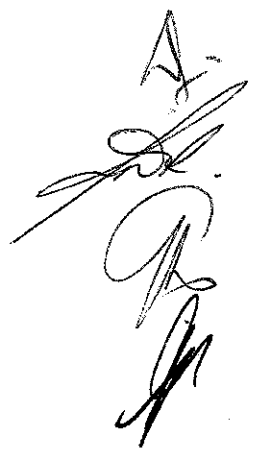
A large, stylized handwritten signature or set of initials, possibly 'A. J.', written in dark ink. It is located in the bottom right corner of the page, overlapping the list of items.

Photo: College 1957
 Photo: College 1958
 Photo: College 1959
 Photo: College 1960
 Photo: College 1961
 Photo: College 1962
 Photo: College 1963
 Photo: College 1964
 Photo: College 1965
 Photo: College 1966
 Photo: College 1967
 Photo: Board of Governors 1928
 Photos: Reverend Morley
 Reverend Simmonds
 Reverend Buddle
 Reverend Reid
 Mr Clark
 Reverend Marshall
 Mr Neate
 Mr Tauroa
 Mr McDougall
 Snow Knott

 Photo: Aerial - Auckland 1970
 Photo: Aerial - Black & White 1966 The College Farm
 Photo: Foundation Stone 1955

 Prints: Rembrandt Susanna Bathing
 Unknown Master Crucifixion
 Rubens Adam & Eve
 Rembrandt The Bridge
 Van Ceulen Portrait of a Lady
 Rembrandt The Monk
 C Fabritius Goldfinch
 Brughel The Mad Maid
 Bierstaat The Rocky Mountains
 Remington The Apache
 Millet Les Glaneuseus

Mitchell	Captain Cooks Landing
Dali	Crucifixion
Bingham	Fur Traders
Metsu	The Music Lovers
Voerman	The Riverside
Flink	Poet Vondel
Degas	After the Bath
Gainsborough	Miss Linley & Her Brother
Renoir	Idyle
Monet	Sea Coast At Trouville
Palmer	The Pioneers Home
Sargent	The Oyster Gatherers
Homer	Snap the Whip
Patnir	Landscape
Weissenbruch	The Windmill
Picasso	The Tragedy
Springer	Town of Zutphen
Palmer	The Pioneers Home
Monet	Tulips in Holland
Sargent	The Black Brook
Constable	Wivenhoe Park
Raphael	The Alva Madonna
Gainsborough	The Blue Boy
P Dettlefsen	Scene
Renoir	Woman With A Cat
Vernon Ward	Fishing Boat
Vernon Ward	On The Hard
	The Queen

Painting: Maori Pa
 Three Kings Old Chapel
 5 Three Kings School

Mural: E Tonga

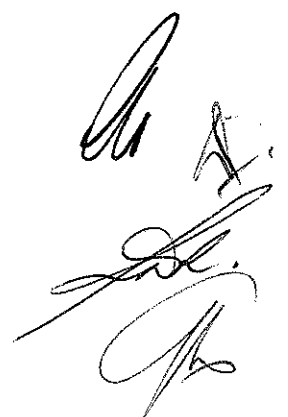
Rugby Ball: Lions 1971



Tray: Holz

Soccer Trophy: Y.F.C.

Cups: Winstone
Haslam
Dux Ledorum
Riddell
Stembridge Cricket
Griffiths Bowls
Soccer
Herbert Smith Trust
Friesian Judging
Herbert Smith Junior Swimming
Wanganui Rugby Cup Interhouse Rugby
Willes Badminton Cup
Leslie Scott Steeplechase Cup
Herbert Smith
Senior Athletics Cup
Stuart Intermediate Athletics
Trounson Senior Tennis
Herbert Smith Junior Athletics
Greens Sports Senior Badminton
Intermediate Badminton
Marshall Minor Athletics
Rostrum Intermediate Speech
Interhouse Choral
Marshall Swimming
Herbert Smith Cross Country
Dewes Memorial Intermediate Steeplechase
Peake Intermediate Table Tennis
Hickling Old Boys Rugby
Boyce Senior Speech
Griff Table Tennis
Herbert Smith Swimming
Junior Speech
Junior Table Tennis
Mills Intermediate Swimming



Artefacts: Tongan Kava Bowl
 Tomoko War Canoe
 O.C. Henry Kiwi
 Gilbert Fan
 Gilbert Fighting Stick
 Maori Adzes
 Pacific Shells
 Tongan Door Screen
 New Guinea Adze
 New Guinea Killing Stick
 Fiji Bag
 Fiji Model Hut
 New Guinea Basket
 Siwai Axe
 Siwai Tray
 Fijian Club
 Tongan Tapa
 New Guinea Mat
 Maori Mere
 Fijian Kava Bowl
 Fijian Tapa
 Maori Digging Stick
 New Guinea Spear
 1 Volume History of Methodism in NZ Morley
 1 Set of Rugby Jerseys
 1 Set of Hockey Shirts
 1 Movie Projector, Bell & Howell No 8399
 1 Computer
 1 Camera, Pentax
 1 Slide Projector
 1 Tape Recorder
 1 Stereo No 5004
 1 Overhead Projector
 1 Photographic enlarger
 1 Racing 8 Shell
 1 Dinghy
 1 Outboard
 2 NZ Moth Yachts

Handwritten signature and initials, possibly 'P. A.' and 'J. H.', with a large flourish.

1 3 M Copier
 1 Photocopier Nashua
 1 Trampoline

Maori Club:

20 Piupiu Flax
 20 Piupiu Synthetic
 7 Tipare
 21 Tapeka
 27 Koikoi
 1 Patu
 4 Taiaha

Musical Instruments:

Cornet Boosey		109175
Cornet Boosey		120611
Cornet Boosey		64491
Cornet Besson		86755
Cornet Jackson		5857
Cornet Meritas		2307
Trumpet Parrot		3310
Trumpet Benson		220
Tenor Horn	Meritas	1072
Tenor Horn	Parrot	64178
Baritone	Lark	609607
Baritone	Hsinghai	R41
Euphonium	Hsinghai	Q004
Euphonium	Meritas	8929
B Flat Bass	Higham	67867
Trombone	Boosey	113192
Trombone	Meritas	10161
Trombone	Swallow	61046
Side Drum	Carlton	-
Bass Drum		
Side Drum Sticks		
Side Drum Strap		
Bass Drum Sticks		

Saxophone	Melody Maker	
Clarinet	Melody Maker	134106
Clarinet	Lark	M4001
Flute	Yamaha	0020110
Piano	Steinway	355951
Piano	Broadwood	124001
Piano	Frank	10684
Piano	Seiler	
Piano	Brinsmead	
Speakers in Boxes (2)	Plessey	
Amplifier	Holden	503219
2 Library Oak Tables		

Handwritten signatures and initials, including a large 'A.' at the top, followed by several stylized signatures and initials, possibly 'S.L.', 'H.', and 'D.'.

THIRD SCHEDULE

WESLEY COLLEGE

AGREED

PHASING OF WORK TO BE COMPLETED BY

SPECIFIC WORKS TO BE CARRIED OUT BY THE
PROPRIETORS IN RELATION TO THE BUILDINGS
AND ASSOCIATED FACILITIES TO BRING THEM UP
TO MINIMUM STANDARD FOR A COMPARABLE STATE
SCHOOL

31/1/77 31/1/78 31/1/79

ADMINISTRATION BLOCK

Repaint 2 door sills in front of building
Repair 3 damaged durock sidings in front of building (exterior)
Repair 2 damaged durock sidings on north side of building (exterior)
Replace rusty louvre surrounds on north side of building
Provide ramp for wheelchairs

x
x
x
x
x

COVERED WAYS

All 3"x3" square steel uprights require wire brushing and repainting.
Repair fascia board and flashing to covered way south side leading to
administration block

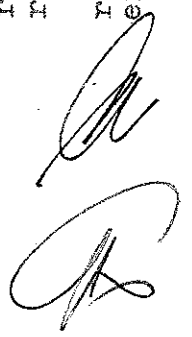
x
x

BLOCK 24

Exterior -

Completely replace end wall door at basement level on west face
Glazing - replace 1 louvre blade to basement shower room
replace 1 louvre blade to basement toilet
replace 3 louvre blades to basement locker room
replace 1 square of glass to basement drying room, north side
replace 2 louvre blades to basement change room, north side
clear grass growth away from base of block
repair three vertical weatherboards outside room 6 on north side
repaint all sills on south, west and north sides
replace upper section of downpipe on north side of staff room
repaint sills to north and east sides of staff room
exterior canopy of south stairway to have steelwork wire brushed and repainted

x
x
x
x
x
x
x
x
x
x
x
x



AGREED

PHASING OF WORK TO BE COMPLETED BY

31/1/77 31/1/78 31/1/79

BLOCK 24 (Cont'd)

Interior -

Room 5 - Alternative egress required (Provide casement window in centre) x
 repair window winding gear on south side x
 repair 2 small holes in pinex wall lining on south side x
 repaint south and west walls
 replace 2 missing catches to middle opening windows on north side x
 repair door lock x
 replace existing floor covering with vinyl x

Room 6 - check window winding gear
 replace missing centre window catch (1) on north side x
 repaint pinex board on east, south and west walls x
 repair 3 holes in display board
 repair 1 hole in pinex panel west side x
 repair door lock x
 replace existing floor covering with vinyl x
 provide secondary egress door into room 7 x

Room 7 - check window winding gear
 replace 3 missing catches to each window on north side x
 replace 2 missing operating cords to top windows on north side x
 repaint pinex only on east, south and west walls
 replace broken room number to outer door
 repair outer door lock x
 replace existing floor covering with vinyl x
 provide secondary egress door into room 8 x

Room 8 - check window winding gear on south side x
 replace missing window catch to centre window on north side x
 replace existing floor covering with vinyl x
 provide secondary egress door in library wall x

AGREED

PHASING OF WORK TO BE COMPLETED BY

31/1/77 31/1/78 31/1/79

BLOCK 24 INTERIOR (Cont'd)

Library - repair entry door handle	x		
reglaze lower window pane off entry door	x		
replace 5 missing window opening cords on west and north sides		x	
replace existing floor covering with vinyl			x
Alternative egress - see for room 8	x		

Basement Interior

Shower room - repair taps and brackets and shower fittings on east and west walls
clean and scrub down ceilings and walls

Toilets - repair LH tap to wash hand basin on north side
scrub and clean ceiling, walls and floor

Drying Room - replace entry door and frame and repaint
replace double concrete tub with stainless steel
repair leaking tap over tub
repair 2 internal doors and handles
reclip electrical wiring on east wall
scrub down ceiling and walls

Fire hose reel required to be installed in basement corridor and linked with existing water supply

Staff Common Rooms - (Careers/Vice Principal/Masters/Common Rooms)

Repaint interior, walls and ceilings
clip sparge pipe and secure cistern to urinal

BLOCK 25

Exterior -

Remove heavy moss encrustation from roof tiles.
Clean off tiles and clear gutters. Treat tiles to kill growth -)
Inspect and replace damaged roof tiles

AGREED

PHASING OF WORK TO BE COMPLETED BY

31/1/77 31/1/78 31/1/79

BLOCK 25 INTERIOR (Cont'd)

Steamclean weatherboards and repaint and steamclean base - repaint }
base door north side

Repair downpipe west end

Clear stormwater drain west end

Repaint windowsill west end

Replace 8 vents in brick base (fire precaution)

Metal flat roof section - check and fix metal and check and replace }
north and south wooden downpipes

Glazing - repair small pane north face of room 1

repair broken window and replace louvre

blade on north end of toilet annex.

- repair large pane on north face of room 3

Toilet block annex - overlay deck with 1/2" fibrolite - repair railings
- reseal fabric malthoid roof

Toilet Block Annex Interior

Replace cracked WC pan - 3rd cubicle from left

Repair leaking cistern - "

Repaint floor

BLOCK 25

Interior -

Alternative egress - 3 intervening doors linking contiguously all
classrooms

Repaint corridor with fire retarding paint (2 coats) plus cover
enamel paint

Replace 1 missing lamp and 2 missing shades in corridor

Repair holes in centre corridor ceiling

Repair corridor ceiling west end

Refix light switch at west end

Replace corridor floor covering

Replace 4 missing window quadrant stays

AGREED

PHASING OF WORK TO BE COMPLETED BY

31/1/77 31/1/78 31/1/79

BLOCK 25 INTERIOR (Cont'd)

Room 1 - repair door handle

replace catch to clerestory window on south side
replace 2 display boards south and west walls
replace window catch LHS north wall
repaint room completely
replace floor covering
replace pitted chalkboard
new power points required
provide secondary egress door into room 2

x
x
x
x
x
x
x

Room 2 -

replace 3 missing window catches north wall
replace 1 missing cord to opening window RHS north side
repair plywood under RHS window north face
repaint completely
replace floor coverings
replace display boards on south wall
new power points required
remove dangerous trailing cords to wall heaters
provide secondary egress door into room 3

x
x
x
x
x
x
x

Room 3 -

replace 3 missing window catches north wall
repaint completely
replace floor coverings
replace display boards south wall (section by door)
new power points required
remove dangerous trailing cords to wall heaters
provide secondary egress into room 4

x
x
x
x
x
x
x

Room 4 -

repair door lock
replace 5 missing catches to clerestory windows on south side
replace 1 sheet of display board on south wall
replace 3 window catches north side
repair centre hopper window catch
repaint completely
replace floor covering

x
x
x
x
x
x
x

31/1/77 31/1/78 31/1/79

BLOCK 25 INTERIOR (Cont'd)

Room 4 - repair ceiling sheets on north side
new power points required

BLOCK 26

Interior -

Corridor - replace 5 missing quadrant stays to windows
replace 2 lights
repairs to wall near entry (fibrous plaster)
replace defective walls and ceiling (fire proof)
repaint with fire retarding paint and finish

Woodwork room - reinstate alternative egress from timber store to woodwork room
repair 2 broken windows, north wall
replace missing window opening cord, east wall
replace 1 missing catch to clerestory window, south wall
replace chalk board
reline defective walls and ceiling (fire protection)
repaint completely

Technical Drawing Room

- replace display board
- replace 3 missing clerestorey window catches, south side
- replace missing window catch 2 from right, north side
- replace chalk board
- reline defective ceilings and walls (fire protection)
- repaint completely
- upgrade power points
- better electrical heaters required (6 x 1.5 kw Infra Red)
- 28 catches required for lockers
- provide secondary egress to corridor

Physical Prep Room - reline defective ceilings and walls and repaint

AGREED

PHASING OF WORK TO BE COMPLETED BY

31/1/77 31/1/78 31/1/79

BLOCK 26 INTERIOR (Cont'd)

Laboratory B (Chemistry) -

repair broken window, north wall
 repair 2 hopper recess panes
 reline defective ceilings and walls and repaint
 extractor fan required for fume cupboard
 install safety glass to front of fume cupboard
 replace chalk-board
 install trap and catchpot to right front sink
 upgrade power points
 extra electrical heaters (plus 2 points) (6 x 1.5kw Infra Red)

x
 x
 x
 x
 x
 x
 x

Chemistry Prep Room -

reline defective ceilings and walls and repaint
 resurface bench on north wall

x
 x

Laboratory A (Biology)

reline defective ceilings and walls - repaint
 repair door lock

x
 x

Doors between Laboratories and Prep Room -

lock sets to be replaced, yale locks to be removed

x

Tuck Shop -

(basement) reline throughout and paint (hazard)
 replace broken window

x
 x

Bookroom/Stationery (basement) - reline ceiling and repaint

Storeroom (basement) - reline ceiling and paint

Boatroom (basement) - reline ceiling and paint

Room E (basement) - reline ceiling and paint

Electric Lab D (basement) - reline ceiling and paint

Provide hose reel
 provide alternative egress

x
 x
 x

31/1/77 31/1/78 31/1/79

BLOCK 26 (Cont'd)

Exterior

West face room (closest to north) repair door handle
Steam clean vertical weather boards and repaint completely
Tile room - treat heavy moss encrustation - repair damaged tiles
Low level corrugated iron roof north side - fix and repair iron
to eliminate leaks

Repaint stairs to basement
Reglaze garage door on north face
Repair 3 broken louvre blades immediately
right of drinking fountain on north wall
(ditto left of fountain)
Repair damaged louvre frames handle broken
Replace 3 louvre blades on north wall
below Lab. B and repair frame (handle broken)

Replace 11 base vents to north wall
Replace 4 base vents to east wall
Replace 8 base vents to south wall

Music Practice Room (Band-room)

Resite to location outside delineated school area,
Dangerous Goods Store - provide approved types for storage of
 inflammables at present kept in laboratories (site north end
 of block 26)

Prefab 9 (located 18 feet from block 26)
Alternative egress required

- repair holes in interior walls front, rear and side walls
- repair hole in lobby under window
- renew lighting - 4 lamps and reflectors
- replace 3 missing window catches
- replace broken and missing base boards
- replace hazardous brick work path with paving slabs

[illegible]

AGREED

PHASING OF WORK TO BE COMPLETED BY

31/1/77 31/1/78 31/1/79

BLOCK 26 (Cont'd)

Prefab 9 (located 18 feet from block 26)

- Resite and reblock prefab (remove block upon block set-up) - blocks to be set in ground - cross brace. Building to be shifted when foundation work commences on proposed technical block

Prefab 10 (located 12 feet from block 26)

- Alternative egress required
- repair hole in lobby wall
- repair rotten window sash, south wall
- general repairs required to exterior facing on south side
- replace missing window catch, south side
- repair hole in front interior wall
- replace missing 2 window catches on north wall
- renew lighting - 4 lamps and reflectors
- replace missing and broken base-boards
- replace hazardous brick work path with paving slabs
- resite and reblock prefab (remove block upon block set-up) (hazard) - blocks to be set in ground. Cross brace. Building to be shifted when foundation work commenced on proposed technical block.

Hobbies Room - Demolish or remove

Hall/Gymnasium -

Exterior -

- steam clean, repairs to plaster
- repair window upper east face
- repair window lower east face
- repair window upper west face
- repaint window sills west side
- repaint window sills north side
- repaint 2 sets of double doors north side
- repaint window sill east side
- repair base vents

x

x

x

x

x

x

x

x

x

x

x

x

x

x

x

x

x

x

x

x

x

AGREED

PHASING OF WORK TO BE COMPLETED BY

31/1/77 31/1/78 31/1/79

HALL/GYMNASIUM (Cont'd)

Interior

re-attach 2 window winders east side
 repair broken peg board in ceilings
 repair ceiling close to stage
 replace 2 missing heaters west wall with 7.5kw electric unit heaters
 replace switches east and west walls
 repair peg board to rear wall
 repair corner moulding to exterior of projector room
 repaint interior of hall and stage - varnish interior of all
 outer doors and paint outside of doors

x
 x
 x
 x
 x
 x
 x

Annex to kitchen - (Lobby)

repair vinyl tiles (10)
 replace 2 light fittings
 repair 6 holes north, west and south walls
 repaint interior
 repair window catch

x
 x
 x
 x
 x

Equipment Store -

repair broken light fittings and repaint

x

Switchboard - replace main switchboard in basement, clear access to board

See Notes below (electrical retic.

structural strengthening
 install emergency lighting throughout
 install hose reels
 install panic bolts to exterior doors

x
 x
 x

Stage -

repair 2 hand rails
 repairs to understage doors
 repair hazardous ladder
 replace 2 particle board covers on floor to stage lighting

x
 x
 x

[Handwritten signatures and initials]

AGREED

PHASING OF WORK TO BE COMPLETED BY

31/1/77 31/1/78 31/1/79

<u>Toilets</u> - repaint, replace showers, mirrors, basin, plumbing, taps, wastes	x		
<u>Kitchen</u> - repaint, replace tap, replace window catches and floor tiles	x		
<u>Swimming Pool</u> - Cover PVC pipes at exit point from filter shed	x		
<u>Miscellaneous</u> - Fit 8ft chalkboard lighting - fluorescent light with purpose made reflectors, wiring and switching		x	
<u>Electrical Reticulation</u> (Hall, blocks 25/26 and adjacent buildings but excluding block 24)			x
Install new supply and metering box			
cable and install distribution box adjacent hall	x		
and replace switchboard in hall basement (hazardous).			
complete rewire block 25 including power points	x		
adjacent to heaters (remove trailing flexes).			
Prefabs 9/10 - install 6 only twin fluorescent fittings in each building.	x		
<u>Electrical Heating</u> (School/sickbay)			
Administration, hall, classrooms, sickbay			
127 wall mounted strip heaters			x
fitting heaters			x
8 fan type unit heaters			x
fitting fan heaters			x
5 time clocks			x
5 thermostats			x
fibreglass insulation in ceilings			x

[Handwritten signatures and initials]

AGREED

PHASING OF WORK TO BE COMPLETED BY

31/1/77

31/1/78

31/1/79

ELECTRICAL FITTINGS (Cont'd)

Electrical Wiring retic.

x

Miscellaneous Fire Precautions - Various Blocks

Basement Laundry - fit 1 x 5lb dry powder extinguisher

x

Basement Laboratory - fit 1 x 7lb dry powder extinguisher

x

Hosereels - fix appropriate signs 'Hosereel' at all existing and proposed hosereel positions

x

Soda Acid Extinguishers - reposition adjacent to hosereels in 2 prefab and admin blocks

x

Fail Safe Alarm System - bells/pushbuttons in corridors all blocks as well as admin

x

Tennis Courts - 4 courts - seal and renew markings - treat weeds

x

New Technical 2 Roomed Block - plus services, paths etc

x

Hall/Gymnasium - structural strengthening **

x

** This building is to be strengthened to meet the requirements of the Local Authority and Ministry of Works and Development's specific recommendations with the work completed 31 Dec 1985

New Access Road - as shown on plan

x

FOURTH SCHEDULE

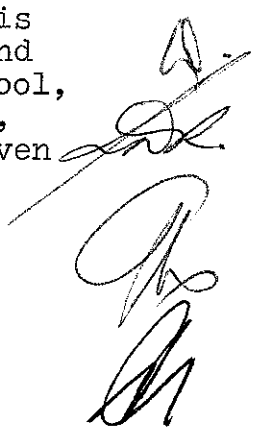
HISTORICAL RESUME OF DEVELOPMENT OF SPECIAL CHARACTER AT WESLEY COLLEGE

The special character of the College has evolved from its history, its trusts, and the policies of successive trust boards since its initial establishment more than 130 years ago as part of the missionary activities of the Wesleyan Maori Mission.

The first land held by the predecessors of the Board of Trustees was given by Crown grant to the Methodist Church in 1844 for the general purposes of a Wesleyan native institution. This first grant was made under the hand of Governor Fitzroy.

Subsequently other lands were granted by Governors Grey and Wynyard in more express terms as follows:

"Whereas a school hath been established by the Government at the Three Kings, in the suburbs of Auckland, under the superintendence of the Superintendent of the Wesleyan Mission in New Zealand, for the education of children of our subject of both races, and of children of other poor and destitute persons being inhabitants of the Islands in the Pacific Ocean: And whereas it would promote the objects of the said Institution to set apart certain pieces or parcels of land in the neighbourhood thereof for the use and towards the maintenance and support of the same: Now Know Ye, that we, for us, our heirs and successors, do hereby grant unto the said Superintendent of the said Mission all that allotment or parcel of land etc. (description of land), together with the rents, issues, and proceeds thereof, To hold unto the said Superintendent and his successors, in Trust nevertheless and for the use and towards the support and maintenance of the said school, so long as religious education, industrial training, and instruction in the English language shall be given to youth educated therein or maintained thereat."



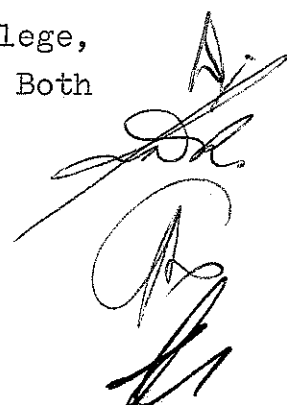
In these latter Deeds of Grant, "school" and "institution" clearly refer to the one that was already in operation on the land granted by Governor Fitzroy for the general purposes of a Wesleyan native institution - for there was no other Wesleyan school or institution to which the latter grants could refer.

It was stated that the school or institution at Three Kings had been established by the Government. In fact the money for founding and carrying on the school had been provided in part by the Wesleyan Methodist Missionary Society of Great Britain and in part by the Colonial Government, so that "established by the Government" must be read as meaning established by the Wesleyan Methodist Mission on land provided by the Government and with the aid of money granted by the Government. The initial establishment of the school was accordingly a joint Church-State undertaking.

The trusts and purposes, for which the funds and assets of the Trust Board are now held, were completely restated in Section 31 of the Methodist Charitable and Educational Trust Act 1911. This section provided that the funds and assets held by the Trust Board should thereafter be held for the support and upkeep of an institution or school for the maintenance and education of:

- a Children and youth being descendants of the Native or Maori race of New Zealand.
- b Orphan or needy children and youth of any other race being British subjects.

Although only boys are at present educated at the College, Section 31 does not preclude the education of girls. Both boys and girls were trained prior to 1922.

A handwritten signature, possibly 'J. H. A.', is written in dark ink. Below it are several large, stylized initials or a second signature, also in dark ink.

Section 32 provides that the course of instruction to be given at the institution or school should be founded on that initially provided by the Wesleyan Mission and the religious society denominated Wesleyan Methodists for members of the Maori race and should include religious education under the approval and direction of the Conference of the Methodist Church of New Zealand, industrial training and instruction in the English language. "Industrial training" has been interpreted as including agriculture.

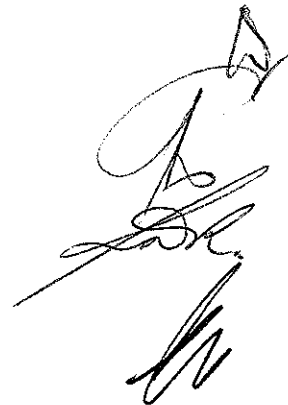
For the better carrying out of the above trusts and purposes, the Trust Board purchased a property at Paerata which is situated approximately 45 kilometres from Auckland, and in 1922 founded a boarding school with associated farm there for the education of pupils of the Maori race and of orphan and needy pupils of other races being British subjects. These pupils of other races included a relatively large proportion, by New Zealand standards of Pacific Island pupils. Within the limits of its resources, the Trust Board endeavoured to adhere faithfully to the terms of its trusts by providing and maintaining a school at which pupils of all races can receive their education and learn to live and work together in harmony within the discipline and regulation of a rural boarding school under the guidance and direction of men who subscribe to and believe in the Christian faith, such faith being also taught to the pupils under the general religious direction of the Conference of the Methodist Church of New Zealand.

A full educational curriculum could, however, only be economically provided in conjunction with a roll of reasonable size. In an endeavour to provide education to the highest possible standards, but without extravagance, the Trust Board has been obliged to accept some pupils, whose parents were able and willing to pay necessary fees.

A handwritten signature in dark ink, located in the bottom right corner of the page. The signature is stylized and appears to be a personal name, possibly 'J. H. ...'.

But the principal consideration in accepting pupils for admission to the College as at the date of signature of this agreement remains the social need of the pupils concerned - commensurate with maintaining a strong and balanced school. A number of pupils are accepted on the recommendation of the Social Welfare Department. At March 31st 1976 the College had a total roll of 263, including 75 Maori pupils, 25 Pacific Islands and other non-European pupils, 10 welfare students and 55 students additionally classified "at risk". "At risk" pupils include orphans, children of broken marriages and children of solo parents. The Trust Board maintained a roll of this nature which it believes to be consistent with its Trust. It also believes that maintaining the College as a predominantly boarding school is essential and that the provision of residential accommodation for pupils attending the school is an essential component of the special character of the school. Fees of as many pupils as possible are subsidised from the income of the Trust Board and from the income of scholarship funds endowed by those who have been associated with the College.

The special character of the College as a multi-racial boarding school governed under the guidance of the Methodist Church of New Zealand with the strength and support of this Church association, thus stems from its history and emanates from the policies of the Trust Board (as administered within the limits of its financial resources and the requirements of its statute), providing education based on the beliefs and philosophies of the Christian faith and catering for as many Maori and disadvantaged pupils as the Trust Board deemed proper and expedient having regard to its trusts, its resources and the general well-being of the College.

A handwritten signature in dark ink, located in the bottom right corner of the page. The signature is stylized and appears to be written in a cursive or semi-cursive script. It consists of several loops and flourishes, with the final part of the signature extending downwards and to the left.