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// DEED OF DECLARATION OF TRUST IN RESPECT OF CERTAIN PROPERTY
(INCLUDING LAND SITUATED AT VIRGINIA ROAD, WANGANUI) AND OF
DECLARATION OF THE RULES AND OBJECTS OF THE SOCIETY OF
FRIENDS WANGANUI EDUCATIONAL SETTLEMENT TRUST BOARD

TO ALL TO WHOM THESE PRESENTS SHALL COME THE SOCIETY OF
FRIENDS WANGANUI EDUCATIONAL SETTLEMENT TRUST BOARD a body
corporate duly incorporated under the Charitable Trusts Act
1957 and having its registered office at Auckland (herein-
after called "the Board") SENDS GREETING

WHEREAS the Board is entitled in fee-simple in possession
free from encumbrances to the land described in the First
Schedule hereto (hereinafter called "the said land")

AND WHEREAS the said land is subject to the trusts herein-
after declared as the Board hereby admits and declares

NOW THESE PRESENTS WITNESS that the Board HEREBY DECLARES
ADMITS AND ACKNOWLEDGES that it holds the said land together
with all or any other real or personal property which may now
or at any time hereafter be or become vested in the Board
(the said land and other property being together hereinafter
referred to as "the said premises")

UPON THE FOLLOWING TRUSTS:

1. TO SELL the said premises or any part thereof at such
time or times and in such manner in all respects as the
New Zealand Yearly Meeting of the Religious Society of Friends
(commonly called "Quakers") or such other meeting as shall on
any re-organisation or division succeed to the said New
Zealand Yearly Meeting of the Religious Society of Friends
and to which the said premises shall on such re-organisation
or division be allocated (which said New Zealand Yearly
Meeting of the Religious Society of Friends or the said
successor thereto is hereinafter called "the said Meeting")

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*I certify that this is a true copy of the
Deed of Trust, it purports to be a copy.
My brother-in-law
Heather and Solicitor to the proposed
Trust Board.*

shall by any Minute or Minutes signed on behalf of the said Meeting by the person acting for the time being as the Clerk thereof direct WITH FULL POWERS until such sale by and with the direction of the said Meeting expressed by Minute as aforesaid to manage the said premises and to mortgage or let the said premises or any part thereof to such person or persons for such purpose and upon such terms and conditions in all respects as the said Meeting shall by Minute made as aforesaid direct.

2. TO HOLD the said premises and the income derived therefrom until sale and the proceeds of sale of the said premises for the use and benefit of the said Meeting and for the general purposes of the said Meeting as income in aid of its voluntary subscriptions in such manner as the said Meeting shall by Minute made as aforesaid direct.

AND (subject to the trusts aforesaid):

3. TO PERMIT the said premises or such part or parts thereof as shall from time to time be deemed adequate in that behalf to be used for all or any of the purposes and objects set forth in the Second Schedule hereto and generally for the use and accommodation of the said Religious Society of Friends in such manner in all respects as the said Meeting shall by Minute made as aforesaid regulate or direct

AND (in furtherance of the trusts contained in the immediately preceding clause hereof):

4. TO GRANT to any person or persons who on the recommendation of the Board shall be approved by the said Meeting by Minute made as aforesaid or by Standing Committee of the said Meeting by a Minute of that Committee A LICENCE whereby IN CONSIDERATION of covenants by the Licensee or Licensees thereunder

(a) to pay or satisfy

(1) the cost of any one residential building hereafter erected on the said land

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(ii) the same proportion of the total outgoings on the said land as a whole as the rateable value of such building for the time being bears to the total rateable value of the said land

(iii) all such other charges levies and assessments as relate solely to such building

- (b) to keep such building in good and substantial repair during the currency of such licence
- (c) to reside personally in such building and not to assign his her or their rights or any of them under such licence or to let or part with possession of such building or any part thereof
- (d) to indemnify the Board from and against payment of that part of the principal and interest under any mortgage debenture or other security given by the Board to meet whether wholly or partly the unpaid balance of the cost of erection of such building

the Licensee or Licensees shall have the sole and exclusive use occupation and enjoyment of such building AND IT IS DECLARED that in any such licence the word "building" shall be deemed to mean and include not only the structure erected on the said land but also such part of the said land not exceeding 1011.71 square metres (one-quarter of an acre) in area surrounding or adjoining such structure as shall be shown and delineated by diagram endorsed on the document evidencing any such Licence

AND IT IS FURTHER DECLARED that in the case of a Licence granted by the Board following the acceptance of a surrender of Licence as hereinafter provided the cost to be paid by the Licensee or Licensees pursuant to the covenant described in sub-clause (a) (i) of this clause shall be such sum as on the recommendation of the Board shall be determined by the said Meeting by Minute made as aforesaid or by Standing Committee of the said Meeting by a Minute of that Committee and shall not necessarily be limited to the sum paid by the Board on the immediately preceding surrender of Licence relating to the

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building comprised in such grant.

5. TO ACCEPT surrenders of Licences granted pursuant to the trust contained in the immediately preceding clause herof
UPON SUCH TERMS as to repayment of moneys to the Licensee or Licensees thereunder (or to the personal representative of a deceased Licensee or to the survivor of two joint Licensees or his or her personal representative) as the said Meeting or Standing Committee of the said Meeting (on the recommendation of the Board) by Minute made as aforesaid or by Minute of the said Committee shall decide but not in any event (other than with the express consent of the Licensee or Licensees) on terms less favourable to any such Licensee or Licensees as would be a repayment calculated in accordance with the formula set forth in the Third Schedule hereto

AND IT IS HEREBY DECLARED:

1. THAT the receipt in writing of the Board for any money payable to it by virtue of these presents shall be a good and effective discharge to the person or persons to whom the same shall be respectively given and that such person or persons shall not be responsible for the proper application of the sums therein respectively mentioned or concerned to investigate the regularity of any sale exchange mortgage lease under-lease or other disposition or assurance to be made under the authority of all or any of the trusts aforesaid and that no tenant lessee mortgagee purchaser or other assignee shall be bound to ascertain the regularity of any transfer conveyance assignment exchange mortgage demise or other disposition or assurance whatsoever made or professed to be made under all or any of the trusts aforesaid or to ascertain or show the passing or existence of any such Minute as aforesaid which might otherwise be necessary to verify the title.

2. THAT the Rules set forth in the Fourth Schedule hereto shall be the Rules of the Board.

IN WITNESS WHEREOF these presents have been executed this

day of

One thousand nine hundred

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and seventy five.

FIRST SCHEDULE

All that parcel of land containing 17 acres 3 roods 38 perches (7.2792 hectares) more or less being Allotments 6 and 7 deposited plan 258 and being part Section 47 Right Bank Wanganui River and being all the land comprised and described in Certificate of Title Volume 31 Folio 49 Wellington Registry.

SECOND SCHEDULE

(Main purposes and objects of the Board)

The general religious educational and charitable purposes of the Religious Society of Friends including but not limited to the following purposes or any one or more of them:

- (a) building and equipping houses flats and other living accommodation for the use and occupation of persons (whether members of the said Society or otherwise) either permanently or temporarily so as to provide in Wanganui a community of like-minded persons to preserve uphold and promote those spiritual values and ideals which find common acceptance amongst members of the said Society and also to engage in social and other service among and for the surrounding district and the public generally according to the concepts tenets and insights of the said Society and its members
- (b) providing facilities including libraries workshops and lecture or Seminar rooms for study and education particularly pertaining to matters of concern to the said Society and its members
- (c) providing facilities for Conferences and meetings of an educational or religious nature
- (d) providing housing at a reasonable cost and in a supportive environment for persons who by reason of age or of physical or other infirmity have special need of such support.

THIRD SCHEDULE

(Formula for calculation of amount to be refunded by the Board to a Licensee or his personal representative on the acceptance

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by the Board of a surrender of a Licence)

An amount calculated according to the following formula:

$$\left[\frac{3}{4} \times (x - y) \right] - z$$

where x represents the replacement cost of the building comprised in the Licence being surrendered (as certified by an independent registered public valuer)

y represents the depreciation of such building (certified as aforesaid)

and z in respect of any mortgage as to payment of all or part of which the Licensee or Licensees shall have agreed to indemnify the Board represents the outstanding balance payable or to become payable by the Licensee or Licensees pursuant to such indemnity,

all such sums being calculated as at the date when the Licensee shall offer to surrender the Licence or shall give vacant possession of the Building to the Board whichever shall last happen.

FOURTH SCHEDULE

The Rules of the Board

1. The Trustees constituting the Board shall be the Members thereof.
 2. The members shall not be less than six in number and if they fall below such number the Board shall not act until the members are increased to that number as provided by Rule 3 hereof. The members shall not be more than twelve in number.
 3. The members of the Board shall from time to time be appointed by the Yearly Meeting of the Society of Friends in New Zealand provided always that in the event of the number of members falling below six between meetings of the said Yearly Meeting then and in such case it shall be lawful for the Standing Committee of the said Yearly Meeting to appoint a member or members to increase the number of members to six.
- No person shall be appointed a member of the Board who is not a member of the Society of Friends and any member who ceases to be a member of the said Society shall ipso facto cease to be a member of the Board. The said Yearly Meeting may from time

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to time remove any person from being a member of the Board. Any decision of the said Yearly Meeting shall be sufficiently evidenced by a copy certified by the Clerk for the time being of the said Meeting of the Minute of the said Meeting containing the said decision. No person shall act as a member of the Board until he has signed an acceptance of office. The office of member shall be vacated if the member resigns his office by notice in writing to the Clerk of the said Yearly Meeting.

4. One of the members shall be the Secretary of the Board and shall be appointed by the said Yearly Meeting or by the Standing Committee of the said Yearly Meeting but should the Secretary die or be considered by the Board to be incapable of acting or be resident abroad or desire to be relieved of his Secretaryship the other members or any four of them shall appoint one of the members to be a new Secretary in his place to act until a new Secretary is appointed by the said Yearly Meeting. The Secretary may be paid such honorarium as is from time to time fixed by the said Yearly Meeting. The Secretary shall keep Minutes of the proceedings of the Board. The Accounts of the Board shall be audited annually by a professional auditor.

5. The Registered Office of the Board shall be at 30 Wood Street, Ponsonby, or such other place as is from time to time fixed by the Board.

6. When there is any business to be done or documents to be executed by the Board, the Secretary shall notify all the members of the Board of the purport thereof and give due notice of the time and place of a meeting to be held to transact or execute the same (but these provisions shall not apply in the case of any of the contingencies mentioned in Rule 4 hereof).

7. Four members of the Board shall form a quorum at its meetings. Nothing shall be done that is not in accordance with the objects of the Board and with the Trust Deeds respectively affecting the properties held.

8. The Common Seal of the Board shall be kept by the Secretary and shall not be used except by authority of a minute of a

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meeting of the Board held as aforesaid and the Secretary shall be one of those members who attest its affixing.

A resolution consent or authority in writing signed by three-quarters of the members for the time being of the Board shall be as valid and effectual as if it had been passed or given at a meeting of the Board duly called and constituted. A certificate as to the persons for the time being constituting the Board signed by the Secretary shall be conclusive evidence of the members therein stated.

9. Any mortgages or other contracts entered into by the Board shall contain a provision that the individual members of the Board shall not be personally liable and that the Board shall be liable only to the extent of the land affected by such mortgage or contract.

10. The out of pocket expenses of the members of the Board and the Secretary properly incurred in their work as such shall be borne (in appropriate proportion) by the properties concerned or such of them as shall be concerned from time to time and meantime may be temporarily advanced from the Yearly Meeting Fund.

11. Any new properties transferred to the Board shall be held on the trusts declared or to be declared in respect thereof and in the absence of any such declaration then upon the trusts hereinbefore declared.

12. The Yearly Meeting aforesaid shall have power to alter the Rules of the Board and the foregoing rules.

13. The day to day management of the property at Virginia Road Wanganui or of any other property hereafter vested in the Board shall subject at all times to the overriding supervision of the Board be entrusted as far as is reasonably practicable to the good sense of all those persons who from time to time shall be resident whether permanently or temporarily at the Wanganui property or who shall have possession occupation or control of any other such property IT BEING THE INTENTION of the Board and of New Zealand Yearly Meeting of the Society of Friends that in the day to day management of any such property all discussions held decisions made or action taken shall be as nearly as may be in accordance with the spirit and method of

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business meetings held within the Society of Friends in which regard particular reference is made to the description of such meetings contained in paragraph 1.1.3 of 'Church Government of the Religious Society of Friends in New Zealand.' The Board may from time to time make such Rules as may seem expedient for the more efficient management of any such properties but at all times the Board together with any person or persons resident on any Board property shall continue to be responsible to New Zealand Yearly Meeting of the Society of Friends for the good management and upkeep of such property.

14. (as also provided by section 19 of the Charitable Trusts Act, but to be read and construed subject to the first sentence of Rule 8 hereof)

Deeds may be made by the Board under its Common Seal attested by the Trustees or any three of the Trustees for the time being constituting the Board: and all other contracts may be made in writing signed by any person in the name and on behalf of the Board acting under a resolution in writing passed at a meeting of the Trustees.

THE COMMON SEAL of)
)
THE SOCIETY OF FRIENDS)
)
WANGANUI EDUCATIONAL SETTLEMENT)
)
TRUST BOARD was hereunto affixed)
)
by authority of a Resolution and)
)
attested by:)

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F.M.
K.D.

Member

Member

Secretary

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