

REMARKS OF THE BISHOP *re* THE NEW LEASE.

Page 1.—Does the expression “their respective heirs,” &c., signify their successors appointed under “The Religious, Charitable, and Educational Trusts Act, 1856”?

Page 3.—(a.) Correct “1905” to “1903.” (b.) To whom does “yielding and paying therefor” apply grammatically? (c.) Should not a distinction be drawn between the College buildings and those which have been erected for the purpose of working the estate? (d.) With regard to the land required for the use of the school, would it not be sufficient to use words to this effect: that “it is agreed that the lessee shall allow the school to occupy as much land as may be needed up to the extent, if necessary, of 100 acres, in such a position as to the trustees may seem good”? It is not necessary to have the 100 acres cut out. That amount is not likely to be needed for the purposes of the school, and the lessee should be free to make use of all that is not required. Whatever may be required for the schools, the rent will, of course, be paid in full without any further specification.

W. L. W.

REMARKS OF SIR WILLIAM RUSSELL *re* THE NEW LEASE.

Page 1.—Should not trustees be described as such, not merely in individual capacity?

Page 2.—I suppose the boundaries are all verified.

Page 3.—I should prefer a defined area of 100 acres to be set aside for College purposes, and it should be set out clearly that there is to be no diminution of rent when it is so set aside.

Page 4.—To whom, and when, is the rent payable?

Page 5.—All buildings and erections “the property of the lessors”: Why are these words inserted? “And shall not, nor will, &c., assign, underlet, &c.”: Have trustees any power to interfere with the bequeathal by will? or what is the position if the lease falls into the hands of an incompetent assign?

Page 6.—The former lease having long expired, and no demand to remove buildings having been made, could trustees be held liable for improperly allowing the removal of buildings erected on the land during the prior lease? Would the non-removal have abrogated rights of lessee, the words being “at or within twelve months prior to the expiration,” &c.

DEAR SIR,—

Napier, New Zealand, 30th May, 1903.

Te Aute Trustees to Ven. Archdeacon Williams.

We have drawn this lease and shall be glad to see you about the same as soon as you return from Auckland.

J. B. Fielder, Esq., Napier.

Yours, &c.,

SAINSBURY, LOGAN, AND WILLIAMS.

DEAR SIR,—

Napier, New Zealand, 13th June, 1903.

Bishop Williams and Others to the Ven. Archdeacon Williams.

The Archdeacon has signed this lease, and we shall be glad if you will call the trustees together for the purpose of obtaining their signatures to the same, as we are anxious to get the matter completed at an early date.

J. B. Fielder, Esq., Napier.

Yours, &c.,

SAINSBURY, LOGAN, AND WILLIAMS.

EXHIBIT No. 16.

NATIVE SCHOOL TRUST, DIOCESE OF WELLINGTON.—APPOINTMENT OF TRUSTEES.

To all to whom these presents shall come I George Augustus Bishop of New Zealand send greeting.

WHEREAS it is provided by the Church Constitution agreed to at a conference held at Auckland on the thirteenth day of June in the year of our Lord one thousand eight hundred and fifty seven that the General Synod may from time to time by writing under the hand of any person authorised by the General Synod in that behalf appoint a trustee or trustees for the whole or any portion of the property held in trust for or on behalf of the said General Synod And whereas by a resolution of the General Synod passed at Nelson on the twenty-fourth day of February one thousand eight hundred and sixty-two the Right Reverend Charles John Bishop of Wellington (the Venerable) Octavius Hadfield Archdeacon of Kapiti William MacLeod Bannatyne George Hunter and Robert Stokes all of Wellington Esquires were recommended as trustees for the allotments or parcels of land particularly described in the schedule hereunto annexed And whereas it was also resolved that the appointment of the said trustees should be made under the hand of the chairman of the standing commission of the said Synod And whereas by a resolution of the said standing commission passed at a meeting held at Auckland on the twelfth day of July in the year of our Lord one thousand eight hundred and fifty-nine I the said George Augustus Bishop of New Zealand have been duly appointed chairman thereof:

Now know ye that the said General Synod do hereby appoint the said Charles John Bishop of Wellington Octavius Hadfield William MacLeod Bannatyne George Hunter and Robert Stokes to be trustees for the said allotments or parcels of land accordingly.

In witness whereof I have hereunto set my hand this thirteenth day of May in the year of our Lord one thousand eight hundred and sixty-two.

G. A. N. ZEALAND

Chairman of the Standing Commission of the General Synod.

Signed by the above-named George Augustus Bishop of New Zealand in the presence of us—Edw. H. Heywood clerk North Shore Auckland Edwin F. Norris clerk to the Bishop of New Zealand at Auckland.