

557

[AS REPORTED FROM THE LOCAL BILLS COMMITTEE.]

House of Representatives, 20th September, 1920.

Mr. Veitch.

WANGANUI BOROUGH COUNCIL VESTING AND EMPOWERING (No. 2).

[LOCAL BILL.]

<p>Title. Preamble. 1. Short Title. 2. Power to purchase. 3. Power to pay purchase-money.</p>	<p>ANALYSIS.</p> <table border="0"> <tr> <td style="border-right: 1px solid black; padding-right: 5px;">4. Vesting lands in Corporation.</td> <td>4. Vesting lands in Corporation.</td> </tr> <tr> <td style="border-right: 1px solid black; padding-right: 5px;">5. Power to take rents.</td> <td>5. Power to take rents.</td> </tr> <tr> <td style="border-right: 1px solid black; padding-right: 5px;">6. Validating agreement.</td> <td>6. Validating agreement.</td> </tr> <tr> <td style="border-right: 1px solid black; padding-right: 5px;">Schedules.</td> <td>Schedules.</td> </tr> </table>	4. Vesting lands in Corporation.	4. Vesting lands in Corporation.	5. Power to take rents.	5. Power to take rents.	6. Validating agreement.	6. Validating agreement.	Schedules.	Schedules.
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6. Validating agreement.	6. Validating agreement.								
Schedules.	Schedules.								

A BILL INTITULED

AN ACT to enable or authorize the Borough Council of the Borough of Wanganui to acquire the Interests of Ellen Agnes Neame, formerly Ellen Agnes Sarjeant, under the Will of Henry Sarjeant, late of Wanganui, Gentleman (deceased) in certain Properties situate in the Borough of Wanganui.

Title.

WHEREAS Henry Sarjeant, late of Wanganui, gentleman (deceased), by his last will and testament, dated the twelfth day of April, nineteen hundred and ten, after a bequest to his wife, Ellen Agnes Sarjeant, now Ellen Agnes Neame (hereinafter called the life tenant), of certain furniture and effects and other personal property and a devise to her for her life of all his freehold properties within the Borough of Wanganui, devised and bequeathed all the residue of his real and personal property whatsoever and wheresoever situate, including his said freehold properties in the Borough of Wanganui, after the death of his said wife, to the Public Trustee of the Dominion of New Zealand, the executor and trustee in the said will named, upon trust for sale and conversion, and after payment thereof of his debts, funeral, and testamentary expenses, death duties, and certain pecuniary legacies by his said will bequeathed, upon trust for the Corporation of the Mayor, Councillors, and Burgesses of the Borough of Wanganui (hereinafter called the Corporation) for the establishment and maintenance in the Borough of Wanganui of a Fine Arts Gallery: And whereas the testator died on or about the twelfth day of February, nineteen hundred and twelve, and probate of his said will was duly granted by the Supreme Court of New Zealand to the executor in the said will named on the eleventh day of March, nineteen hundred and twelve. And whereas the debts of the testator, all death duties, and the pecuniary legacies

Preamble.

in the said will mentioned have been satisfied and discharged, and all the residue of the testator's estate, including the properties in the Borough of Wanganui transferred or conveyed to the Corporation, subject as to the said properties in the Borough of Wanganui to the life estate therein of the life tenant: And whereas powers of leasing the said borough properties for a term of sixty years at such rent and upon such terms as the life tenant may think fit are by the said will conferred upon her: And whereas by agreement dated the first day of October, nineteen hundred and nineteen, made between the life tenant and the Corporation, the life tenant agreed to sell and the Corporation to purchase all the life interest of the life tenant in the said borough properties, save and except her interest in Sections 535, 536, 537, 550, 551, and 552 on the plan of the Town of Wanganui, containing one acre two roods, more or less, and to pay to her as and from the first day of September, nineteen hundred and nineteen, the sum of one thousand pounds per annum for her life as the consideration therefor: And whereas the life tenant agreed not to lease or let the said Sections 535, 536, 537, 550, 551, and 552 for a period exceeding seven years, and only at a uniform and reasonable rent and subject to strictly drawn conditions of leasing: And whereas the lands the life interest in which it is proposed to sell to the Corporation comprise Sections 31, 368, and part Suburban Sections 26, 32, 37, 42, and 44, Town of Wanganui, containing three acres one rood and nineteen and nine-tenths perches, more or less, and Allotments 40 42 and 49 of Suburban Block 14, Town of Wanganui, containing one rood nine and three-quarters perches, more or less: And whereas the total rents now receivable from the said properties amount to the sum of eight hundred and eleven pounds: And whereas considerably increased rents can be secured upon the falling-in of several of the leases affecting some of the said properties and the leasing of various sections from which no revenue is now being obtained: And whereas it is inexpedient and against the interests of the Corporation that the life tenant should exercise the powers of leasing conferred by the said will, and it is desirable and expedient for the purpose of enabling the Corporation more fully and effectually to exercise its powers of maintenance of the said Sarjeant Art Gallery that the said agreement of the first day of October, nineteen hundred and nineteen, should be ratified, confirmed, and carried into effect: And whereas the said agreement was entered into subject to confirmation thereof by the General Assembly of New Zealand in Parliament assembled: And whereas it is expedient that the said agreement should be validated and confirmed:

BE IT THEREFORE ENACTED by the General Assembly of New Zealand in Parliament assembled, and by the authority of the same, as follows:—

Short Title.

1. This Act may be cited as the Wanganui Borough Council Vesting and Empowering Act, 1920.

Power to purchase.

2. The Wanganui Borough Council may, and it is hereby authorized and empowered to, purchase and acquire from the said Ellen Agnes Neame all the interest, estate, title, claim, and demand of the said Ellen Agnes Neame as life tenant or otherwise under the will of Henry Sarjeant or otherwise in all those pieces or parcels of land

559

5 situate in the Town of Wanganui, containing three acres two roods twenty-nine and thirteen-fortieths perches, more or less, being Sections 31, 368, and part Suburban Sections 26, 32, 37, 42, and 44 and Allotments 40 42 and 49 of Suburban Block 14 on the plan of the Town of Wanganui.

3. As the consideration for the sale by the said Ellen Agnes Neame of her interest, estate, title, claim, and demand in the said lands the Wanganui Borough Council may, and it is hereby authorized and empowered to, pay to the said Ellen Agnes Neame the sum of 10 one thousand pounds per annum during the life of the said Ellen Agnes Neame by equal quarterly payments commencing as and from the first day of September, nineteen hundred and nineteen.

Power to pay purchase-money.

4. The said lands as more particularly described in the *First* Schedule hereto shall as and from the date of the passing of this Act 15 vest absolutely for an estate in fee-simple in the Corporation of the Mayor, Councillors, and Burgesses of the Borough of Wanganui, freed and absolutely discharged from the life interest of the said Ellen Agnes Neame therein, and no conveyance, transfer, or other legal assurance by the said Ellen Agnes Neame of such life interest shall be required.

Vesting lands in Corporation.

20 5. The rents, profits, and benefits arising out of the said lands shall as from the first day of September, nineteen hundred and nineteen, be the property of the Wanganui Borough Council.

Power to take rents.

6. The agreement of the first day of October, nineteen hundred and nineteen, set out in the *Second* Schedule hereto shall be and the 25 same is hereby ratified and confirmed.

Validating agreement.

SCHEDULES.

Schedules.

FIRST SCHEDULE.

ALL those pieces or parcels of land, situate in the Town of Wanganui, containing 3 acres 2 roods 29 $\frac{13}{40}$ perches, more or less, being Sections 31, 368, and part Suburban Sections 26, 32, 37, 42, and 44, and Allotments 40 42 and 49 of Suburban Block 14, on the plan of the Town of Wanganui.

SECOND SCHEDULE.

AN agreement, made the 1st day of October, 1919, between Ellen Agnes Neame, wife of John Armstrong Neame, of Wanganui, schoolmaster (hereinafter called "the vendor") of the one part, and the Corporation of the Mayor, Councillors, and Burgesses of the Borough of Wanganui (hereinafter called "the Corporation") of the other part: Whereas Henry Sarjeant, late of Wanganui, gentleman, duly made and executed his last will and testament, dated the 12th day of April, 1910, and thereby appointed the Public Trustee of the Dominion of New Zealand to be his executor and trustee: And whereas, by the said will, the said testator, after a bequest to his wife, Ellen Agnes Sarjeant (now Ellen Agnes Neame), absolutely of certain furniture and effects and other personal property, and a devise to her for her life of all his freehold properties within the Borough of Wanganui, devised and bequeathed to the said Public Trustee all the residue of his real and personal property, whatsoever and wheresoever situate, including his said freehold properties in the Borough of Wanganui, after the death of his said wife, upon trust to sell and convert into money his said trust estate, or such parts thereof as should be of a saleable or convertible nature, and to get in the remainder thereof with full power to

suspend for such period as his said trustee should deem expedient such sale, conversion, or getting-in; and upon further trust thereout, in the first place, to pay his funeral and testamentary expenses, and the expenses of erecting a suitable tombstone to his memory, and his debts, and all duties payable from his estate; and, in the second place, to pay certain pecuniary legacies by the said will bequeathed; and upon trust, in the last place, to pay or transfer the whole of the remainder of his trust estate to the Corporation, to be held by the Corporation in trust to establish and maintain in the Borough of Wanganui a fine-arts gallery, subject to the conditions and recommendations set out in the said will: And whereas the said testator died on or about the 12th day of February, 1912, without having revoked or altered his said will, and probate thereof was granted in the Supreme Court of New Zealand, Wellington District, to the said Public Trustee, as such executor as aforesaid, on the 11th day of March, 1912: And whereas, pursuant to the trusts of the said will, the vendor is now registered as proprietor of an estate for her life, as set forth and described in certificate of title, Volume 217, folio 136, in the lands described in the first schedule hereto, and the fee-simple in remainder thereof is vested in the Corporation: And whereas, pursuant to the trusts of the said will, the Corporation is seised of an estate in fee-simple in the lands described in the second schedule hereto, subject to an estate for life of the vendor therein: And whereas the Corporation has established in terms of the said will a fine-arts gallery in the Borough of Wanganui, known as the "Sarjeant Art Gallery": And whereas for the purpose of enabling the Corporation to exercise more fully its powers of maintenance of the said Sarjeant Art Gallery it has been agreed that the vendor shall sell, and the Corporation shall purchase, upon the terms hereinafter appearing, the life interest of the vendor in the properties described in the first and second schedules hereto, excepting as hereinafter appearing: Now therefore it is hereby agreed as follows:—

1. The vendor shall sell, and the Corporation shall purchase, all the life estate and interest of the vendor in the lands described in the first and second schedules hereto, subject as in the said schedules mentioned, excepting, however, thereout the house situate in Bell Street, Wanganui, known as "The Loggia," with land appurtenant thereto containing 1 acre 2 roods, more or less, being part of Sections 535, 536, 537, 550, 551, and 552 of the subdivision of Suburban Section 44, Town of Wanganui.

2. Possession or receipt of rents and profits shall be given and taken on the 1st day of September, 1919.

3. The Corporation shall pay to the vendor for her said life estate and interest an annuity of £1,000 for and during her life, payable by equal quarterly payments, commencing from the said 1st day of September, 1919, the first to be made on the 1st day of December next.

4. The vendor shall transfer and convey absolutely to the Corporation all her estate and interest in the said lands described in the schedules hereto, except as aforesaid.

5. In further consideration of the payment by the Corporation of the said annuity, the vendor shall not lease or let the said house and land so excepted from the sale hereby agreed to be made otherwise than for a period not exceeding seven years at a time, at a uniform and reasonable rent, subject to strictly drawn conditions of leasing; and if the vendor shall so desire at any time the vendor shall sell, and the Corporation shall purchase, the interest of the vendor in the said house and land by paying to her for and during her life the sum of £6 per centum per annum, by quarterly payments on the days aforesaid, on the valuation of the said house and land to be made at the time of such sale by two independent valuers, one to be appointed by each party or by the umpire of such valuers appointed before proceeding to the valuation pursuant to the provisions of the Arbitration Act, 1908, or any statutory modification or re-enactment thereof for the time being in force, regard being given to any tenancy then existing. The vendor will not exercise any of her powers of leasing and sale in respect of the said house and land under the Settled Land Act, 1908, or under the said will or otherwise, except as by this clause provided without first giving to the Corporation the option of purchasing her interest therein on the terms hereinbefore in this clause contained, and a provision to this effect shall be inserted in the memorandum of transfer to be executed by the vendor to the Corporation of her estate and interest in the lands comprised in this agreement.

6. This agreement, and everything herein contained, is subject to the parties being lawfully able to enter into the same, and the Corporation shall, if it thinks fit,

forthwith apply to the Supreme Court for its sanction to this agreement, and if such sanction shall not be within the jurisdiction of the Supreme Court, or if the Corporation shall not make such application to the Supreme Court, then the Corporation shall apply to the General Assembly of New Zealand in Parliament assembled for such sanction, and if such sanction be not obtained from the Supreme Court or from Parliament, then this agreement and everything herein contained shall be void and of no effect, and neither party shall have any right of action or otherwise hereunder against the other, and any payments made by the Corporation to the vendor hereunder shall be accepted by the vendor in satisfaction of the annual income arising from the said lands, and any amount paid by the Corporation in excess of such annual income shall be refunded by the vendor.

In witness whereof the parties hereto have executed this agreement.

THE FIRST SCHEDULE HERETO.

All those parcels of land containing together 3 acres 1 rood $19\frac{9}{10}$ perches, more or less, and being Town Sections 31 and 368, and parts of Suburban Sections 26, 32, 37, 42, and 44, of the Town of Wanganui, and being the lands in certificate of title, Volume 217, folio 136, subject to—

- (1.) Lease No. 10310 of part of Section 368 to David Glyndwr Morgan;
- (2.) Lease No. 10635 of part Section 37 to James Coxon;
- (3.) Lease No. 12486 of part Section 368 to Thomas Windle;
- (4.) Lease No. 12722 of part Section 42 to William Alexander D'Arcy—

and to all other tenancies affecting the said lands.

THE SECOND SCHEDULE HERETO.

First, all that piece of land containing 25 perches, more or less, being Allotment 40 42 on a plan deposited in the office of the Registrar of Deeds, at Wellington, as No. 48 43 of a subdivision into allotments of Suburban Section No. 14 on the plan of the Town of Wanganui; and secondly, all that piece of land containing $24\frac{1}{2}$ perches, more or less, being the allotment numbered 49 of the aforesaid Suburban Block No. 14, as shown on the plans drawn hereon, edged red, subject to all tenancies affecting the said lands.

Signed by the said Ellen Agnes Neame in the
presence of—Jas. Watt, solicitor, Wanganui.)

ELLEN A. NEAME.

The common seal of the Mayor, Councillors, and
Burgesses of the Borough of Wanganui was
hereunto affixed by order of the Council of
the said borough by and in the presence of—

(L.S.)

C. E. MACKAY, Mayor.
G. MURCH, Town Clerk.