



## ANALYSIS

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1949, No. 4—*Private*

Title. AN ACT to Incorporate a Board to Hold the Property Now Held by the Trustees of the Deckston Hebrew Trust and to Vary the Terms of That Trust.

[21st October, 1949]

Preamble. WHEREAS by deed poll bearing date the thirty-first day of March, nineteen hundred and thirty-six, a copy of which is set out in the schedule hereto, Annie Deckston, wife of Max Deckston, of the City of Wellington, in New Zealand, settler, declared that she held certain freehold and leasehold properties, more particularly described in the schedule to the said deed, upon trust that the same and the net income from time to time arising therefrom should be appropriated and used in perpetuity for the

establishment, maintenance, continuance, and carrying on of a home for Jewish orphan and destitute children in Wellington aforesaid in continuance of the institution for those purposes theretofore carried on by the said Annie Deckston in Rintoul Street, in Wellington aforesaid, and known as the Deckston Hebrew Institute, and for the maintenance, support, housing, upbringing, clothing, benefit, and education of such Jewish orphan children as were then or might thereafter be inmates of the said home, and for the payment of certain expenses in connection with such inmates incurred preliminary to their admittance to or upon their leaving the said home and any other expenses incurred in the execution of the trusts created by the said deed: And whereas by the said deed the said Annie Deckston declared her intention to appoint a custodian trustee, or trustees of the said freehold and leasehold properties and also to appoint certain persons to be the managing trustees of the trusts therein created: And whereas the said Annie Deckston died at Wellington aforesaid on the twenty-sixth day of September, nineteen hundred and thirty-eight, without having effected any such appointments: And whereas by orders of the Supreme Court of New Zealand bearing dates the eleventh day of March, nineteen hundred and forty, and the third day of December, nineteen hundred and forty, Philip Myers, of Wellington aforesaid, merchant, Isaac Gotlieb, of Wellington aforesaid, company-manager, Charles Weinstein, of Wellington aforesaid, company-manager, and David Markham, of Wellington aforesaid, public accountant, were appointed trustees of the trusts created by the said deed, and the said freehold and leasehold properties were vested in them as such trustees: And whereas the said deed contains no powers to the trustees thereof to sell (except in certain limited circumstances), mortgage or otherwise encumber (except in certain limited circumstances), let, or otherwise deal with the said freehold and leasehold properties, as a result whereof the said trustees have been hindered in the management and use of the said freehold and leasehold properties and in the execution of the trusts of the said deed: And whereas experience has shown that the number of needy Jewish orphan children in or able to be brought to New Zealand does not justify the continuance at the present time of the

said home: And whereas owing to the limited number of Jewish orphan children in New Zealand now and for some years past requiring the assistance provided for in the said deed the income arising from the said freehold and leasehold properties has not been expended, but has been and is being accumulated: And whereas for the purposes of making the best practicable use of the said freehold and leasehold properties and the income arising therefrom, in furtherance of the charitable intentions of the said Annie Deckston, it is expedient to extend and vary as hereinafter appears the trusts created by the said deed and to establish a body corporate with perpetual succession and a common seal to administer the trusts as so extended and varied and to confer on such body corporate certain additional powers as hereinafter appears: And whereas the objects of this Act are not attainable otherwise than by legislation:

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 Deckston Hebrew Trust Act, 1949.

Interpretation.

2. In this Act, unless the context otherwise requires,—  
“ Board ” means the Deckston Hebrew Trust Board established under this Act:

“ Deed of trust ” means the deed of trust a copy of which is set out in the Schedule hereto:

The term “ the trustees ” means the trustees from time to time for the time being of the said deed of trust:

“ Trust fund ” means the assets held by the trustees from time to time, including accumulations of income.

Incorporation  
of Deckston  
Hebrew Trust  
Board.

3. (1) There shall be a Board, which shall be called the Deckston Hebrew Trust Board.

(2) The Board shall be a body corporate, with perpetual succession and a common seal, and shall be capable of holding real and personal property and of doing and suffering all that bodies corporate may do and suffer.

(3) All references to the trustees under the deed of trust or to the trustees of the Deckston Hebrew Trust in any Act or in any agreement, deed, will, instrument, or other document whatsoever (whether made before or

after the passing of this Act) shall, unless such construction is inconsistent with the context or with the provisions of this Act, be deemed to be references to the Board.

4. The Board shall consist of eight members, of whom—

Members of Board.

- (a) One member shall be the principal Rabbi or Minister for the time being of the City of Wellington Hebrew congregation, or in the event of his incapacity or the vacancy of such office, then for the period of such incapacity or vacancy the next senior Minister of such congregation:
- (b) One member shall be the President of the City of Wellington Hebrew congregation for the time being. In the event of such President being also an ordinary member of the Board holding office under subsection three of this section, then for the period during which such President is also an ordinary member of the Board, the member holding office under this subsection shall be the Treasurer for the time being of the City of Wellington Hebrew congregation, and in the event of such Treasurer also being an ordinary member of the Board holding office under subsection three of this section, then for the period during which such President and such Treasurer shall both be ordinary members of the Board, the member holding office under this subsection shall be such person as the Board of Management of the City of Wellington Hebrew congregation shall appoint:
- (c) Six ordinary members shall be appointed in accordance with the provisions of this Act. The first six such members shall be the present trustees of the deed of trust—namely, Philip Myers, of Wellington aforesaid, merchant, Isaac Gotlieb, of Wellington aforesaid, company-manager, Charles Weinstein, of Wellington aforesaid, company-manager, and David Markham, of Wellington aforesaid, public accountant, and, in addition, Abraham Fine, of Wellington aforesaid, merchant, and Joseph Wolf Heinemann, of Wellington aforesaid, company-manager.

Vacancies in  
membership of  
Board.

5. (1) The office of any member of the Board shall be vacated if the member—

- (a) Becomes bankrupt within the meaning of the laws relating to bankruptcy; or
- (b) Is convicted of any crime punishable by imprisonment for a term of one year or upwards; or
- (c) Becomes mentally defective and is received or detained in a mental hospital or other place as a mentally defective person under any Act for the time being in force relating to mental defectives; or
- (d) Becomes a protected person under the Aged and Infirm Persons Protection Act, 1912; or
- (e) Resigns his office by notice in writing to the Board; or
- (f) Is absent without leave from four consecutive meetings of the Board; or
- (g) Dies.

(2) On the occurrence from any cause of a vacancy in the office of an ordinary member of the Board, the Board shall, by resolution duly passed at a meeting of the Board held as soon thereafter as may be, appoint another person to be an ordinary member of the Board in the place of the member whose office is so vacated.

(3) The Board shall have power to decide upon the regularity of any appointment of a member notified to the Board and as to the sufficiency of the notification of any appointment, and generally as to the existence of any facts by virtue of which a person is entitled to be a member of the Board, or by virtue of which the office of a member is vacated.

(4) The Board may act notwithstanding any vacancy in its membership, and the validity of any act of the Board shall not be affected or called in question by reason of any defect or informality in the appointment of any member of the Board.

Meetings of  
Board.

6. (1) Meetings of the Board shall be held at such times and places as the Board or the Chairman from time to time determines.

(2) At any meeting of the Board five members of the Board shall form a quorum.

(3) All questions before the Board shall be decided by a majority of the valid votes recorded thereon.

7. (1) The Board shall from time to time appoint from among its members a Chairman and a Deputy Chairman of the Board. During any vacancy in the office of Chairman or whenever the Chairman is unable to act, whether by reason of absence or otherwise, the Deputy Chairman may exercise and perform all the powers and duties of the Chairman.

Chairman and  
Deputy  
Chairman of  
Board.

(2) The Chairman shall preside at every meeting of the Board at which he is present. In the absence of the Chairman and the Deputy Chairman from any meeting of the Board, the members present shall select one of their number to be the Chairman for the purposes of that meeting.

(3) At any meeting of the Board the Chairman shall have a deliberative vote, and in the case of an equality of votes shall also have a casting vote.

8. Subject to the provisions of this Act, the Board may regulate its procedure in such manner as it thinks fit.

Procedure of  
Board.

9. (1) Any contract which if made between private persons must be by deed shall, if made by the Board, be in writing under the seal of the Board.

Contracts of  
Board.

(2) Any contract which if made between private persons must be in writing signed by the parties to be charged therewith shall, if made by the Board, be either in writing under the seal of the Board, or in writing signed by the secretary for the time being of the Board and any member of the Board purporting to act on behalf of and by direction of the Board.

(3) Any contract which if made between private persons may be made orally may be similarly made by or on behalf of the Board by any member acting by direction of the Board, but no oral contract shall be made involving the payment by the Board of a sum exceeding ten pounds.

(4) Notwithstanding anything in the foregoing provisions of this section, no contract made by or on behalf of the Board shall be invalid by reason only that it is not made in the manner prescribed by this section if it is made pursuant to a resolution of the Board to give effect to a resolution of the Board.

10. Subject to the provisions of this Act—

(a) The Board shall have all the powers, authorities, and discretions conferred upon the trustees by the deed of trust:

Powers of  
trustees vested  
in Board.

(b) All the provisions of the deed of trust shall, unless the context otherwise requires, enure and take effect as fully in all respects as if they were expressly hereby enacted and as if references therein to the deed of trust and to the trustees were references to this Act and to the Board respectively.

Vesting of trust property in Board.

**11.** On the passing of this Act, all property, whether real or personal, then belonging to the trustees as such shall be vested in the Board upon and subject to all trusts, powers, contracts, and equities then affecting the same.

Registration of title.

**12.** Where any estate or interest in any land subject to the Land Transfer Act, 1915, is vested in the Board by virtue of this Act, the District Land Registrar for the land registration district in which the land is situated shall, on receiving a written application under the seal of the Board, register the Board as proprietor of that estate or interest.

Contracts made by trustees to be contracts of Board.

**13.** All contracts made by the trustees before the passing of this Act in the exercise of their powers under the deed of trust shall on the passing of this Act be deemed to have been made by the Board.

Liabilities of trustees to be liabilities of Board.

**14.** All debts and liabilities incurred by the trustees before the passing of this Act in the exercise of their powers under the deed of trust shall on the passing of this Act become the debts and liabilities of the Board.

Application of trust fund and income.

**15.** The Board may in its discretion and from time to time distribute so much of the income arising on the trust fund, and, with the consent of the Supreme Court of New Zealand or any Judge thereof, so much of the capital of the trust fund, as may in its opinion not be required to carry out the objects of the deed of trust amongst or to any one or more of the following bodies, organizations, or institutions:—

- (a) Any Jewish orphanage or institution in the nature thereof in New Zealand or the United Kingdom or other dominion of His Majesty the King or elsewhere:
- (b) Any Jewish institution for the care of the aged and infirm in New Zealand or the United Kingdom or other dominion of His Majesty the King or elsewhere:

- (c) The City of Wellington Hebrew Philanthropic Society:
- (d) The City of Wellington United Jewish Committee for Relief Abroad:
- (e) The City of Wellington Branch of the Friends of the Hebrew University (Jerusalem).

**16.** The Board shall have power to decide whether any particular institution is a home for Jewish orphan and destitute children within the meaning of the deed of trust, whether any person is within the description of those entitled to benefit under the deed of trust and whether any orphanage or institution is a Jewish orphanage or institution in the nature thereof or a Jewish institution within the meaning of section fifteen of this Act.

Board may decide whether particular institutions and persons are within scope of deed or Act.

**17.** The Board may accept and receive any gift, bequest, or devise of any money or property in trust for Hebrew or Jewish charitable or educational purposes generally, or for any specified charitable or educational purposes; and may execute and administer any trust of such money or property in accordance with the provisions of the instrument constituting such trust; and may exercise with reference to such trust all the powers and authorities given to or vested in the Board by this Act, so far as the same are or can be made applicable to the administration of such trust.

Board may accept and administer other charitable and educational bequests, &c.

**18.** In addition to the powers, authorities, and discretions hereinbefore or in the deed of trust contained, and without derogating therefrom, the Board may—

Additional powers of Board.

- (a) From time to time appoint one or more advisory committees, consisting of such persons as the Board thinks fit, and from time to time regulate and determine the manner of appointment of every such committee:
- (b) Define the powers and functions of every such committee:
- (c) Provide any such committee with such clerical and other professional assistance as may be reasonably required, and pay out of its funds any proper expenditure in connection with such committee or the meetings thereof:
- (d) Appoint any member of the Board to be Secretary or Treasurer to the Board, and to cancel any such appointment with or without notice,

- and to pay such member during such appointment such salary or remuneration as the Board may from time to time determine:
- (e) Engage and dismiss secretaries, servants, and agents, and to pay such salaries or remuneration as the Board may from time to time determine:
  - (f) Purchase or acquire by exchange or otherwise any real or personal property:
  - (g) Dispose of any asset forming part of the trust fund by sale, exchange, or in any manner:
  - (h) Erect, alter, and remove buildings of every description:
  - (i) Improve, maintain, cultivate, repair, renew, insure, and protect all or any part or parts of the assets of the Board:
  - (j) Let or lease the whole or any part or parts of any freehold or leasehold property, from time to time held by the Board, from year to year or for any lesser period or for such term or terms of years at such rental and upon and subject to such covenants, conditions, and restrictions as the Board shall think fit, and accept surrenders of any tenancies or leases:
  - (k) Renew any mortgage for the time being existing and raise money on mortgage of any real and personal property and borrow on overdraft either with or without giving security, as the Board shall in its discretion consider advisable:
  - (l) Invest the trust fund or any part or parts thereof from time to time in any investments authorized by the laws of New Zealand for the investment of trust funds and also on deposit with any limited-liability company and also in the purchase of any real and personal property and also in the purchase of shares in limited-liability companies:
  - (m) Permit any moneys to remain in the investments in which they are invested notwithstanding that such investments may be of a speculative, reversionary, or wasting nature:

(n) From time to time vary or transpose any investments and pay any calls or contributions payable in respect of any investments.

**19.** The members of the Board shall be entitled to receive from the funds of the Board a refund of all moneys reasonably expended by them in respect of their attendance at meetings of the Board or otherwise in transacting the business of the Board.

Payment of travelling-expenses.

**20.** The Board shall cause proper books of account to be kept for all matters relating to the trust estate.

Accounts of Board.

**21.** (1) At the end of each financial year the Board shall cause to be prepared a statement by the way of record of the operations of the Board for the year.

Annual report.

(2) The report shall contain a statement of the total assets and liabilities as at the end of the year, together with accounts of receipts and payments and of income and expenditure showing the financial transactions for the year.

(3) No person shall be qualified for appointment as auditor of the Board who would not be qualified for appointment as auditor of a company under the Companies Act, 1933.

**22.** No member of the Board shall be personally liable for any act done or omitted by the Board or by any member thereof in good faith in the course of the operations of the Board.

Members of Board not personally liable.

**23.** (1) The Board shall, as soon as conveniently may be, pay to the New Zealand Insurance Company, Limited, out of the trust fund, the sum of four thousand pounds, to be held by the company in trust and applied by it in or towards the purchase of a residential property and the furnishing thereof for Miriam Salas, of Auckland, married woman. Any such residential property and furniture shall be transferred to and shall vest in the said Miriam Salas as beneficial owner.

Board to make certain payment.

(2) So much (if any) of the said sum as is not expended in the said purchase shall be applied by the company in such amounts and at such times as, in its discretion, it thinks fit in and towards the maintenance, advancement, and support of the said Miriam Salas.

(3) On the death of the said Miriam Salas, any portion of the said sum of four thousand pounds and the accumulations of income (if any) thereon then remaining in the hands of the company shall be paid to such of the

children of the said Miriam Salas as are living at her death and, if more than one, in equal shares, and, if there be no such child, shall be paid to the Board and form part of the trust fund.

(4) No payment by the Board to the company or payment to or transfer of any property to the said Miriam Salas or to any child of the said Miriam Salas pursuant to the provisions of this section shall be deemed to constitute a gift within the meaning of Part IV of the Death Duties Act, 1921.

See Reprint  
of Statutes,  
Vol. VII, p. 376

Payment to  
operate as  
release of  
claims against  
estates.

**24.** (1) Upon payment by the Board of the said sum of four thousand pounds, the trustees of the will of Max Deckston, of Wellington, retired, who died at Wellington on or about the seventh day of November, nineteen hundred and thirty-nine—namely, Wilfrid Erne Leicester, of Wellington, solicitor, and Isaac Gotlieb, of Wellington, company-manager—shall be released from liability to make any further payments in respect of the annuity bequeathed to the said Miriam Salas by the said will of the said Max Deckston, deceased, and the right of the said Miriam Salas to receive any further payments in respect of the said will shall cease as from that date, and the said trustees shall be entitled to distribute the estate of the said Max Deckston to the residuary beneficiaries named in the said will.

(2) The payment of the said sum of four thousand pounds aforesaid shall release the estates of the said Max Deckston, deceased, and the said Annie Deckston, deceased, from all claims by the said Miriam Salas, her executors, administrators, or assigns, under the Family Protection Act, 1908, or otherwise for partition in or provision out of the said estates.

See Reprint  
of Statutes,  
Vol. III, p. 292

Private Act.

**25.** This Act is hereby declared to be a private Act.

## SCHEDULE

Schedule.

## COPY OF DEED OF TRUST

To all to whom these presents shall come Annie Deckston of the City of Wellington in New Zealand wife of Max Deckston of the City of Wellington aforesaid Settler sends greeting:

WHEREAS the said Annie Deckston (hereinafter called the founder) having no family or dependants and having accumulated considerable means in the shape of freehold and leasehold properties has sometime since founded and established in the said City of Wellington on the freehold premises described in the First Schedule hereto and the buildings thereon a Home for Jewish Orphan Children and other destitute Jewish Children and has furnished the same suitably for such purpose:

And whereas the founder is desirous of absolutely permanently establishing a trust for the above objects and for that purpose dedicating and appropriating certain freehold and leasehold properties including the said first mentioned property and comprising substantially the whole of her properties and estates for the purposes of the said trust: Now these presents witness that it is hereby declared as follows:—

1. The founder herself and the custodian trustee or trustees and the managing trustees which shall be hereafter appointed and constituted as hereinafter provided will stand seized and possessed of all the freehold and leasehold properties particulars of which are set out in the First and Second Schedules hereto subject to the various encumbrances thereon which now are or may for the time being be existing and subject to all the obligations present and future in respect of those properties respectively and all other properties real and/or personal which the founder may from time to time hereafter by declarations of trust or assurance of any kind appropriate to the said trust or vest in trustees or custodian trustees for the purposes of such trust (all of which are comprised and hereinafter referred to as the trust premises) upon trust that the same and the net income from time to time arising therefrom and the furnishings above mentioned and the furniture from time to time in the said Home for the purposes of same shall be appropriated and used in perpetuity for the establishment maintenance continuance and carrying on of a Home for Jewish Orphan and destitute Children in Wellington aforesaid in continuance of the establishment for those purposes now carried on by the founder in the premises erected upon the said piece of land situated in Rintoul Street in the said City described in the First Schedule hereunder written (hereinafter referred to as the Home) with and subject to the stipulations and provisions hereinafter set out.

2. The trust premises and the net income arising therefrom shall be used and applied for the maintenance support housing upbringing clothing benefit and education of such Jewish Orphan Children whether of New Zealand or brought to New Zealand from elsewhere as are now inmates of the Home or shall be admitted to the Home as hereinafter provided and also where necessary any expenses in connection with any such inmates incurred preliminary to their admittance or upon their leaving the Home and any other expenditure required in the execution of the trust as set out in these presents.

3. The founder shall hereafter vest the trust premises in the Public Trustee or in some trust Company operating in New Zealand as custodian trustee or trustees and shall appoint persons to be managing trustees of the trust premises and of the said Home her nominees at present for managing trustees being Solomon Katz or other the Chief Jewish Rabbi for the time being in Wellington David Markham of Wellington Accountant Charles Weinstein of Wellington Company Manager Phillip Myers of Wellington Merchant Aaron Samuels of Wellington Merchant Isaac Gotlieb of Wellington Furniture Manufacturer Joseph Abel of Wellington Manufacturer Phineas Levi of Wellington Solicitor and the abovenamed Max Deckston and if the founder shall fail before her death to carry out any provision of this paragraph either by instrument under her hand or by her last Will she desires and directs that the same shall be carried out by any means available including application to the Supreme Court in order to complete the Charitable Trust hereby constituted and she desires that the names above set out are not meant to be exclusive and that any other suitable persons may be substituted for any of the persons named.

4. Children shall be admitted to the Home by the founder or after her death or retirement from the active management by the managing trustees when duly constituted their decisions being expressed at meetings called by notice oral or written of not less than twenty four hours to act by a majority notwithstanding that some of such trustees have had no notice of the meeting.

5. The founder during her life shall have full power to expend money upon any of the properties included in the trust premises for the purpose of developing same or completing works now or hereafter in progress thereon or otherwise in connection therewith and may for any such purposes use any income arising from the trust premises or moneys raised by her upon the security of any of the trust premises or otherwise either by mortgage bank overdraft or any other method. The founder shall also have the right to continue the payment of Ten pounds (£10) every four weeks for the support of her blind and destitute sister Rachel Kaplin who is now living in New York.

6. The founder shall during her life have the general management of the Home and her sole remuneration for such management shall be a right for her with her husband to board

and reside in the same Home in the apartments therein at present occupied by them or in other apartments on the same property and to receive all necessary medical and nursing attendance whilst incapacitated by illness and to receive from time to time such amounts as she shall require for her own personal expenditure the founder causing to be kept an account of all receipts and disbursements in connection with the upkeep of the Home and the maintenance and clothing of the children for the time being inmates of the Home and all expenses connected therewith and with any of the matters aforesaid.

7. The managing trustees when constituted shall from time to time appoint such person or persons as they may think fit to carry out any of the purposes of the trust including (as from the ceasing of the founder to manage the Home) a manager to have the general management of the Home.

8. All outgoings in connection with the said Home and the properties for the time being constituting the trust premises including City Rates costs of repair and upkeep of the properties and interest on any mortgages or charges on any of the said properties shall be a first charge upon the receipts in connection with the trust premises and shall be promptly paid upon their respective due dates out of moneys in hand.

9. For the purpose of erecting any building or making any improvements on any of the lands constituting for the time being the trust premises whether or not by reinstating or in place of any buildings which may be destroyed or damaged wholly or partially or by erecting other buildings in place of any existing buildings any money required may be raised by the founder or by the managing trustees by means of mortgage of any of the lands and premises forming part of the trust premises on such terms and conditions as may be arranged with power to pay off existing mortgages out of any moneys so borrowed and the custodian trustee or trustees shall where required execute all proper documents and instruments required for any such purpose.

10. Any of the trust premises may at any time be sold or realised otherwise than by sale and the proceeds expended in the purchase of other properties or the improvement of other of the trust premises the intention being that as far as reasonably possible the capital of the trust premises shall be preserved intact for the purposes of the trust but there shall be no compulsion to sell or realise any property for the reason that it is of a terminable or wearing-out nature.

11. The managing trustees when duly constituted shall meet for discussion of the affairs of the trust and the trust premises and decisions thereon in accordance with regulations made from time to time by them and in cases of urgency such meetings may be held upon notice to the trustees or such of them as may be accessible by registered post of not less than three days of the time of the meeting.

12. It is declared that the Home established in pursuance of the trust shall be carried on as far as reasonably possible in accordance with the following provisions that is to say:—

- (a) The inmates shall attend the State Schools established in New Zealand and their education shall include where deemed advisable in any case provision for a secondary education and if further deemed advisable in any case a University College education and in any case where deemed advisable the procuring that any such inmate be apprenticed to any trade profession or calling and the payment of any premium or other expenses in connection therewith:
- (b) The education of every inmate shall include the teaching of the Hebrew language as required for the reading and understanding of the Hebrew scriptures and ritual a competent teacher or teachers to be provided for that purpose at a salary if necessary or advisable it being desired that such teaching shall not be confined to week-end teaching at the Wellington Hebrew School or other similar institution provision being also made for annual prizes in connection with any such Hebrew classes:
- (c) The institution shall be carried on upon Kosher principles according to orthodox Jewish tenets so far as it is reasonably possible in New Zealand the Hebrew Sabbath and all Jewish Holy Days usually observed shall be observed Ceremonial candles being lit on Sabbath nights and the Syder night ceremony at Passover being observed including on such occasion a simple supper and suitable provision for a reasonable number of visitors who may wish to be present and throughout the Passover festival week meals in accordance with the Passover restrictions may be provided for a small number of poor Jews residing in Wellington who may desire to observe the Passover dietary and are unable from their own resources to do so:
- (d) It is desired that during the continuance of the Institution after the respective deaths of the founder and her said husband respectively there shall be held at the the Institution regular memorial services (Yotzite) according to orthodox Jewish custom on the respective anniversaries of such deaths according to Hebrew computation.

13. For the purpose of assisting in supervising the management of the said Home it is desired that there shall be a Board of Management of the said Home constituted of the managing trustees or such of them as they shall from time to time appoint together with the president for the time being of the Wellington Hebrew Congregation (if willing to act) and such other persons as the trustees shall from time to time appoint the following persons being suggested as the first of the last mentioned appointees Miss Lena Van Staveran, Mrs. Aaron Samuels, Mrs. Kantor, Mrs. J. Meltzer, Mrs. L. Caselberg, Mrs. M. Gotlieb, Mrs.

S. Tresider and Mrs. D. Lewis and such Board of Management or the majority present at a meeting duly called shall have such powers and authorities as the Managing trustees shall from time to time direct but under the overriding control of the managing trustees.

14. It is desired that in making of appointments from time to time of persons to carry out the working of the said Home and the teaching of the inmates thereof preference shall be given to persons who have been inmates of the Home where such are available and are deemed to be suitable also that the same shall be considered in appointing new managing trustees.

15. Upon the death or incapacity to act through absence from Wellington illness or disablement for more than six calendar months of any of the managing trustees or otherwise upon any of them ceasing to act as same or becoming incapable of so acting the remaining managing trustees or the majority of same may appoint a managing trustee in his or her place.

16. The founder or the managing trustees when duly constituted or the majority of them may if and when they shall think fit but with the consent of the founder whilst able to act employ at a fit remuneration any suitable person or persons to do any act or acts in pursuance of the trust including the receipt of money although the managing trustees or some of them could themselves have done that act or those acts and any of the managing trustees being a person engaged in any profession or business or any firm of which he shall be a member may if so employed make and be paid out of the trust funds such reasonable charges for the services rendered as he or they might make and recover if those services had been performed for and at the request of any person or institution for whom the trustee in question was not acting as a trustee.

17. If it shall appear to the founder or the managing trustee at any future time that in view of the purposes of the trusts it is desirable that the said Home should be removed to another site in or near the City of Wellington aforesaid and that such a site is available or can be advantageously obtained the founder or the managing trustees may for the purposes of the trust with the consent of the founder while able to act remove the said Home to such other site and for that purpose may purchase the land and premises comprising such site and may if found advisable erect upon it buildings for such purpose and suitably furnish the same the moneys required for such purpose being found either from accumulations of capital moneys of or belonging to the trust or from the sale of any lands or other properties of or belonging to the trust and/or from any other source or by the raising of a mortgage or mortgages upon any of the properties of the trust including any such land so purchased.

18. Further real or personal property may from time to time be added to the trust premises by the founder or others.

19. The founder or the managing trustees when constituted shall have power to set aside a fund not exceeding One thousand pounds to be called the loan fund and which may be used at

discretion (with the consent of the founder whilst able to act) for moderate loans to former inmates of the Home or inmates on their leaving the Home whether interest free or at a small rate of interest or in special cases to other necessitous persons such loans to be repayable by instalments and to be whenever possible secured by mortgage or other security including guarantees especially in the case of loans to the last mentioned class of persons the intention being that the funds of the trust premises shall be kept intact.

20. All or any of the trusts and powers vested in or exercisable by the managing trustees when duly constituted under these presents or otherwise shall so long as there shall be not less than three of them be capable of being performed or exercised by a majority of the managing trustees for the time being with the consent of the founder whilst capable of acting and any action or decision of such majority with such consent shall be as valid and effectual as it would have been if done or made by all the managing trustees for the time being.

In witness whereof the said Annie Deckston (the founder) has hereunto set her hand this Thirty first day of March, Nineteen hundred and thirty six (1936).

#### *The First Schedule*

All that piece of land situate in the City of Wellington aforesaid containing one Rood One and One tenth perches (1 rd. and 1·1 p.) more or less being part of Section 971 City of Wellington and being the land comprised in Certificate of Title Register Book volume 132 folio 300 Wellington Registry subject to mortgage to Timothy Buckley to secure the principal sum of £1000 and interest thereon.

#### *The Second Schedule*

All that piece of land situate in the City of Wellington containing Eleven and six tenths perches (11·6 p.) more or less being part of Section 7 Evans Bay District and being Lot 2 on Deposited Plan Number 5531 and being the land comprised in Certificate of Title Register Book Volume 294 folio 131 Wellington District subject to mortgage Registered Number 141768 to Edith May Barker to secure the principal Sum of One thousand pounds (£1000) and interest thereon.

Secondly, all that piece of land containing Twenty eight and seven tenths perches (28·7 p.) more or less being part of Section 7 on plan of Evans Bay District being part of Lots 20 and 21 on Deposited Plan Number 1109 being the land contained in Certificate of Title Register Book Volume 199 folio 61 Wellington Registry subject to mortgage Number 184671 to His Majesty the King to secure Four thousand three hundred and seventy five pounds (£4375) and interest thereon and Subject to mortgage Number 184723 to A. H. Wallace to secure One thousand and five hundred pounds (£1500) and interest thereon.

Thirdly, all that piece of land containing Twenty six and five tenths perches (26.5 p.) more or less situated in the City of Wellington being part of Town Acre 59 and being Lot 2 and the part marked "Right of Way" on Deposited Plan 929 Wellington Registry and being land contained in Certificate of Title Register Book Volume 393 folio 200 subject as to "Right of Way" to rights thereover created by transfers 39782 and 194215 also to conditions in City Council's consent endorsed on Deposited Plan 929 also to Order in Council 289 exempting Nairn Street from Section 117 of Public Works Act 1908 as to conditions *re* building line also to Mortgage Number 191578 to Dominica Caroline Bowden to secure Eight hundred pounds (£800) and interest thereon and to Mortgage to the Commercial Bank of Australia Limited.

Fourthly, Parts of all that piece of land containing three roods and Seven ninety three hundredths perches (3 r. 7.93 p.) more or less situate in City of Wellington being balance of part of Section 295 and being Lots 1 to 12 inclusive and Lot 15 on Deposited Plan Number 6669 and being balance of land in Certificate of Title volume 339 folio 108 Subject to Order in Council exempting Brougham Street from Section 117 Public Works Act 1908 and Order in Council exempting Nairn Street from same Section subject to conditions as to building and subject also to outstanding lease 51378 as varied by 53757 of parts of land also subject to outstanding lease Number 53727 of part of land also to outstanding lease 53758 of parts of land also to outstanding Lease Number 70898 of part of land and to outstanding Agreement for Sale Registered Number 147922 of part of land and to outstanding Agreement for Sale Registered Number 148029 of part of land.

Fifthly, Lease Registered Number 18293 from the Wellington Hospital Board of parts of all that parcel of land containing Two Roods Fourteen and eighteen hundredths perches (2 r. 14.18 p.) more or less situate in the City of Wellington being part of Reserve Number 12 of the City of Wellington and being also Lots 1 to 4 on Deposited Plan Number 1461 and being the land comprised in Certificate of Title volume 440 folio 35 Wellington Registry.

Sixthly, land held under lease Registered Number 10639 Wellington Registry from various Aboriginal Natives of that piece of land containing seven acres one rood seventeen perches (7 acrs. 1 r. 17 p.) more or less being subdivision 4 of Section 58 Hutt District and being all the land comprised in Certificate of Title Volume 30 folio 54 Wellington Registry.

Seventhly, All that piece of land containing three acres and 34 perches (3 acrs. 34 p.) more or less being Subdivision 3 of Section 58 Hutt District and being the land comprised in Certificate of Title volume 31 folio 229 Wellington Registry excepting and reserving one public Road one hundred links wide intersecting the area and subject to a right of Road 100 links wide reserved through the area.

Eighthly, the founder's interest in an unregistered Memorandum of Lease protected by Caveat Registered Number 4269 Wellington Registry of all that piece of land containing three acres two roods sixteen perches (3 acrs. 2 r. 16 p.) being Sub-division 1 of Section 58 Hutt in Belmont Survey District and being the land comprised in Certificate of Title volume 157 folio 22 Wellington Registry.

Ninthly, The interest of the founder in Memorandum of Lease executed but not yet confirmed by the Native Land Court at Wellington over that piece of land containing Ten acres and two roods (10 acrs. 2 r.) and being the Native Land Court Sub-division Number 1 of Section 42 Hutt District and being the land comprised and described in Certificate of Title Volume 141, folio 95 Wellington Registry.

Tenthly, the interest of the founder in Lease of Subdivision 2B Section 58 Hutt District from various natives to the founder being the land described in Certificate of Title volume folio Wellington Registry.

Eleventhly, the interest of the founder in Outstanding Deed of Lease Registered Number 139453 of that parcel of land containing Five and five tenths perches (5.5 p.) more or less situate in the City of Wellington being part of Section 270 and being all the land comprised in leasehold Certificate of Title volume 340 folio 160 Wellington Registry.

Twelfthly the interest of the founder in Outstanding Deed of Lease Registered Number 138454 of that piece of land containing two roods twenty three and four tenths perches (2 r. 23.4 p.) more or less situate in the City of Wellington being part of Section 270 and being the land comprised in leasehold Certificate of Title volume 340 folio 161 Wellington Registry Subject to the rights created by certain Deeds of sub-lease.

Thirteenthly, all that parcel of land containing fifteen and three tenths perches (15.3 p) more or less being Lot 3 on Deposited Plan Number 929 part of Section 58 City of Wellington and being the land comprised in Certificate of Title volume 97 folio 10 Wellington Registry subject to Mortgage Registered Number 220447 to F.A.M.E. Limited to secure £4500 and interest.

Signed sealed and delivered by the said		} A. DECKSTON.
Annie Deckston in the presence of		
MATTHEW G. NEAL		
Solicitor, Wellington.		