

## New Zealand.



### ANALYSIS.

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| <p>Title.</p> <p>1. Short Title.</p> <p>2. Power to purchase.</p> | <p>3. Power to pay purchase-money.</p> <p>4. Power to enter into agreement.<br/>Schedule.</p> |
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### 1920, No. 18.—*Local and Personal.*

**Title.** 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.

[5th November, 1920.]

BE IT 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 Empowering Act, 1920.

**Power to purchase.** 2. The Wanganui Borough Council may, and it is hereby authorized and empowered to, purchase and acquire from 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 situate in the Town of Wanganui, containing three acres two roods twenty-nine and thirteen-twentieths perches, more or less, being Sections 31, 368, and part Suburban Sections 26, 32, 37, 42, and 44, and Allotments 42 and 49 of Suburban Block 14 on the plan of the Town of Wanganui.

**Power to pay purchase-money.** 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 a sum of money per annum during the life of the said Ellen Agnes Neame.

**Power to enter into agreement.** 4. The Wanganui Borough Council is empowered to enter into and execute an agreement in the form or to the effect of the agreement set out in the Schedule hereto.

## SCHEDULE.

Schedule.

AN agreement, made 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

3. The Corporation shall pay to the vendor for her said life estate and interest an annuity of \_\_\_\_\_ for and during her life, payable by equal quarterly payments, commencing from the said \_\_\_\_\_, the first to be made on the

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.

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  $19\frac{2}{10}$  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 42 on a plan deposited in the office of the Registrar of Deeds at Wellington as No. 43 of a subdivision into allotments of Suburban Block 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  
in the presence of—

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—