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SUMMARY OF RECENT LAW.

CHARITABLE TRUST.

Bequest to Hospital Board to provide covered way from nurses' home to hospital—Impracticable and inexpedient—Alternative scheme to add supper room to Harding Hall—Both gift and scheme charitable—Power of Court to extend time for completion of work—Charitable Trusts Act 1957, s. 32. In his will the testator included the following bequest: "To the HAWKE'S BAY HOSPITAL BOARD a legacy or sum of ONE THOUSAND POUNDS (£1,000) for the purpose of erecting or contributing towards the cost of erection of a covered way leading from the Nurses' Home at the Memorial Hospital, Hastings to the buildings of the said Memorial Hospital and of a design which I desire to be of the general nature of the existing covered way situated at the Intermediate School, Hastings, PROVIDED ALWAYS that this present legacy to the Hawke's Bay Hospital Board shall be conditional upon the completion to the satisfaction of my Trustees of the said covered way within three (3) years from the date of my death." The Hospital Board, considering it impracticable or inexpedient to erect such a covered way sought to invoke s. 32 of the Charitable Trusts Act 1957 to obtain approval of an alternative scheme, viz., the addition of a supper room to Harding Hall, a hall devoted in the main to the social uses of the nurses at the Hawke's Bay Hospital. On the question whether the gift made by the will and the alternative scheme were both charitable, in view of the gift's being conducive to the efficiency of the hospital. *Held*, That where the gift is to an institution such as a public hospital in New Zealand, financed in the main by the State, and rendering its services to all classes of the community, the Courts are more ready to accept some public benefit as inherent or to find it established, than they are in many other circumstances, and that in relation to gifts to such institutions indirect benefit to the public taken by itself can be sufficient. (*In re Dean's Will Trusts, Cowan* v. *Board of Governors of St. Mary's Hospital, Paddington* [1950] 1 All E.R. 882; *Re White's Will Trusts, Tindall* v. *Board of Governors of the United Sheffield Hospitals* [1951] 1 All E.R. 528, and *Re Cole, Westminster Bank Ltd.* v. *Moore* [1958] Ch. 877; [1958] 3 All E.R. 102, applied. *General Nursing Council for England and Wales* v. *St. Marylebone Corporation* [1959] 2 W.L.R. 308; [1959] 1 All E.R. 325, distinguished.) On the question whether it had been shown that the erection of the covered way was impracticable or inexpedient and whether the alternative scheme should be approved, *Held*, 1. That the long-term building scheme adopted by the Hospital Board now renders a covered way from the Nurses' Home both impracticable and inexpedient. 2. That the alternative scheme should be approved. 3. That the Court had power both inherently and under the Charitable Trusts Act 1957 to extend the period for completion of the scheme from three to five years from the death of the testator and accordingly did so. (*Re Selinger's Will Trusts, Midland Bank Executor and Trustee Co. Ltd.* v. *Levy* [1959] 1 W.L.R. 217; [1959] 1 All E.R. 407, applied.) *In re Harding (deceased), Dixon and Another* v. *Attorney-General and Another.* (S.C. Napier. 1959. April 21; December 8. McCarthy J.)

DESTITUTE PERSONS.

Wife's Maintenance—Magistrate's Discretion—Matters to be taken into Account in exercising Discretion—Destitute Persons Act 1910, s. 17 (4). A wide discretion is conferred on a Magistrate by s. 17 (4) of the Destitute Persons Act 1910 as to the making or refusal of a maintenance order against a husband in respect of his wife. Such discretion is not fettered by the fact that the refusal of an order might throw the burden of the wife's maintenance on the State, although this is one of the relevant circumstances to be taken into account. The fact that the wife has unreasonably left her husband is similarly not a bar to the making of a maintenance order in her favour but is a circumstance to be taken into account by the Magistrate in exercising his discretion. (*Rolfe* v. *Rolfe* [1959] N.Z.L.R. 1227, followed. Dictum of F. B. Adams J. in *Bulman* v. *Bulman* [1958] N.Z.L.R. 1097, 1102, dissented from in part.) *King* v. *Wilson.* (S.C. Wellington. 1959. October 15, 30. McGregor J.)

EXECUTORS AND ADMINISTRATORS.

Claims—Promise made and later repudiated by testator in his lifetime—Plaintiff thereupon ceasing to render services—Claim not thereby barred—Promise of one quarter of estate—Not a promise of specified amount—Law Reform (Testamentary Promises) Act 1949, s. 3. In a claim under the Law Reform (Testamentary Promises) Act 1949 statements made by the testator to a third party admissible, not in proof of the truth of the matters covered by the statements, but as showing the testator's state of mind and his intentions at the time the statements were made. A testamentary promise does not create an entire contract. Consequently when a testator, expressly repudiates in his lifetime a promise earlier made in return for services to be rendered by the promisee and in fact so rendered down to the date of such repudiation and the promisee thereupon terminates those services such termination does not defeat the promisee's claim under the Law Reform (Testamentary Promises) Act 1949 but the reduction of the term during which the services were rendered is a factor to be taken into account in assessing the award to be made. A promise made by a testator in his lifetime of one quarter of his estate is not a promise of a specified amount. *Hawkins* v. *Public Trustee.* (S.C. Gisborne. 1959. November 9, 10, 11; December 14. Shorland J.)

INFANTS AND CHILDREN.

Contract—Judgment by consent entered against infant in Magistrates' Court—Defence of infancy may be raised on appeal to Supreme Court. In a claim for debt against an infant, the defence of infancy arises out of status and no act of election or consent on the part of the infant can, unless the approval of the Court is obtained, deprive him of the protection of that status. Where judgment by consent is entered against an infant in the Magistrates' Court without the defence of infancy being raised the infant is not estopped by his consent from later raising the defence and this may be done by way of an appeal to the Supreme Court from the judgment entered by consent. *Fairbrother* v. *Domain Motors Ltd.* (S.C. Palmerston North. 1960. February 4. McCarthy J.)

LANDLORD AND TENANT.

Waiver of Invalid Notice. *104 Solicitors' Journal*, 102.

LAW PRACTITIONERS.

Solicitor-Trustee and Right to Payment. *110 Law Journal*, 55.

LIMITATION OF ACTION.

Action against Crown—Action out of time—Need for intending plaintiff to explain delay even where intended defendant is not prejudiced—Limitation Act 1950, s. 23 (2). Where leave is sought under s. 23 (2) of the Limitation Act 1950, to commence an action out of time the applicant must place the Court a

full account of the reasons for the delay in commencing the proceedings. If nothing in the way of explanation or excuse is put forward the Court will be reluctant to grant the leave sought even where the intended defendant has not been prejudiced by the delay. (*Henderson* v. *Stewart* [1955] N.Z.L.R. 141, followed.) *Smith* v. *Attorney-General*. (S.C. Auckland. 1959. July 31; August 31. Turner J.)

MASTER AND SERVANT.

Scope of Authority—Control of vehicle and driver delegated to third party—Acts done with express or implied authority of third party within scope of employment. Where the owner of a motor-vehicle employs a person to drive it and delegates to a third party authority to direct the use of such vehicle by the drver, acts done by such driver in the course of driving such vehicle which are not expressly prohibited by the owner and which are done in pursuance of either the express or the implied authority of such third party are within the scope of the employment of the driver, and his employer (the owner of the vehicle) is responsible for the consequences of such acts if they are negligently performed. (*Irwin* v. *Waterloo Taxi Cab Co. Ltd.* [1912] 3 K.B. 588, applied.) *McLaughlan* v. *Holland and Hannen and Cubitts (N.Z.) Ltd. and Others*. (S.C. Wellington. 1959. November 2. McCarthy J.)

NEGLIGENCE.

Invitee—Occupier undertaking to conduct and guide plaintiff around his premises—General duty of care arising from special relationship created by such undertaking—Contributory negligence—Contrasted with defence volenti non fit injuria. Where the occupier of premises, instead of merely licensing or inviting others to use his premises, whether for their own purposes or for some common business purposes, himself undertakes to conduct and guide them through the premises, a general duty of care arises on the part of the occupier towards the persons being so conducted and guided. Such undertaking to conduct and guide constitutes a relationship different from and closer than that existing between an occupier as such and his licensees or invitees. *So held*, by the Court of Appeal (North and Cleary JJ., Gresson P., dissenting). Observations on the defence *volenti non fit injuria* as contrasted with contributory negligence. *Heard* v. *New Zealand Forest Products Ltd.* C.A. Wellington. 1959. April 22, 23; May 21, 22; November 16. Gresson P. North J. Cleary J.)

Liability for Accidental Damage. *110 Law Journal*, 51.

NUISANCE.

Liability for Nuclear Energy. *110 Law Journal*, 36.

PRACTICE.

Appeal to Court of Appeal—Interpleader—Right of appeal from judgment or order under R. 482 (d) of the Code of Civil Procedure. Notwithstanding the declaration in R. 485 of the Code of Civil Procedure that in interpleader proceedings any order of the Court or a Judge, or the judgment in any action, or the judgment entered on the findings of a jury on any issue, shall be final and conclusive against the parties before the Court or Judge, there is a right of appeal to the Court of Appeal in such proceedings, even although decided summarily, provided that there has been an order of the Court and not merely a Judge's order. *Fawcett* v. *Star Car Sales Ltd.* (C.A. Wellington. 1959. September 28, 29; December 16. Gresson P. North J. Cleary J.)

Appeals to Supreme Court—Infant—Judgment by consent entered in Magistrates' Court—Infant may raise defence of infancy in appeal to Supreme Court. *See* INFANTS AND CHILDREN (*supra*).

Motion for new trial on ground of misdirection—Not misdirection to fail to direct jury that a high standard of care is required from a motor-driver. The standard of care required of the driver of a motor-vehicle is that which the ordinary reasonable and prudent man would adopt in the circumstances. There is only the one standard and there is no need for a Judge in directing a jury to describe it as "high". In fact to do so may lead the jury into the error of believing that there are two standards of obligation the breach of which is negligence viz. "reasonable care" and "a high standard of reasonable care". *Russell* v. *Harris*. (S.C. Invercargill. 1959. October 2, 8. Henry J.)

Payment into Court—Notice of Payment must be unequivocal in terms and should refer to Counterclaim (if any)—Death of Trial Judge—Jurisdiction of another Judge—Code of Civil Procedure, R. 286. Where a defendant makes a payment into Court in an action and subsequently applies for the costs of the action incurred after the date of the payment on the grounds that the award of the jury is less than the amount so paid into Court he must, in order to succeed, be able to show that he has paid the sum into Court in plain terms in such a way that the plaintiff's rights are clear on the face of the document which the defendant files. If the defendant does less than this he may disentitle himself to the costs of the hearing. In particular where there is a counterclaim the notice filed must show whether the amount paid in does or does not take into account the amount of the counterclaim. Where the trial Judge has died, another Judge may deal with questions of costs in an action particularly where the trial Judge has not reserved to himself outstanding questions of fact and there is no need either to come to any conclusions as to any matter disputed on the facts at the trial or to exercise any extraordinary discretion in any unusual way. *Lilley* v. *Kay*. (S.C. Christchurch. 1959. November 27. Turner J.)

PROBATE AND ADMINISTRATION.

Testamentary capacity—Burden of proof on person propounding will—Standard of proof—See EVIDENCE (*supra*).

PROPERTY LAW.

Why not an Own-Your-Own Flat? *33 Australian Law Journal*, 361.

PUBLIC REVENUE.

Income tax—Business or Hobby—Expenses of breeding Racehorses not deductible as Expenses exclusively incurred in the Production of Assessable Income—Land and Income Tax 1954, s. 111. Where racehorses have for some years been bred by a farmer as a hobby for racing and for further breeding a material change of policy and practice must be established to show that the hobby has been converted into a business and that consequently the expenses of breeding and raising horses are deductible expenses under s. 111 of the Land and Income Tax Act 1954. Any expenses incurred in the building up of stock for the purposes of commencing the business of selling the progeny is in the nature of capital expenditure. (*Tata Hydro-Electric Agencies, Bombay* v. *Income Tax Commissioner, Bombay Presidency and Aden* [1937] A.C. 685; [1937] 2 All E.R. 291, applied.) *Commissioner of Inland Revenue* v. *Watson*. (S.C. Christchurch. 1959. November 4. Henry J.)

REGULATIONS.

Interpretation—Ordinary meaning of words to be applied in absence of definition—"Offal"—Meat Regulations 1940 (S.R. 1940/90), Reg. 13 (3)—Meat Act 1939. In the interpretation of a statute or regulation ordinary words must be construed according to their popular sense and critical references and subtle distinctions are to be avoided. The word "offal" has a well-recognized ordinary meaning which must be adopted in the interpretation of the Meat Act 1939 and the Meat Regulations 1940 (S.R. 1940/90) notwithstanding the lack of a definition of that term in either the Act or the Regulations. The lung tissue, belly flap and intestine of a sheep are all "offal" for the purposes of the Meat Act and Regulations. *Mackintosh* v. *Limmer*. (S.C. Hamilton. 1959. November 16; December 16. T. A. Gresson J.)

SHIPPING.

Marine Insurance Policies. American and English Decisions. *229 Law Times*, 46.

Mortgages of Ships. *110 Law Journal*, 85.

TRANSPORT.

Rental Car—No Obligation to provide Comprehensive Insurance Cover created or implied by Scale of Charges prescribed by Commissioner—Transport Act 1945, s. 125. The scale of charges for the hire of rental cars, prescribed by the Commissioner of Transport under the authority of the Transport Act 1949, s. 125, does not impose on the owner of a rental car any obligation to provide comprehensive insurance cover for the protection of the hirer of such rental car. Payment and acceptance of a charge for the hire of a rental car at the prescribed rate, does not imply a term in the contract obliging the owner of the vehicle to provide comprehensive cover for the protection of the hirer or, alternatively, to indemnify the hirer against claims arising out of the use of the vehicle. *Waters* v. *Brass and Another*. (S.C. Auckland. 1959. October 6, 21. Shorland J.)

TRUSTS AND TRUSTEES.

Oral Trusts, *110 Law Journal*, 68.

IN YOUR ARMCHAIR—AND MINE.

By SCRIBLEX.

" **Way C.J.**".—A biography of the life of Way C.J. by A. J. Hannan Q.C. has been sponsored by the Commonwealth Literary Fund and the Law Society of South Australia and has been written to perpetuate the memory of a most distinguished Judge and a remarkable man. Migrating to South Australia in 1850 at sixteen, Samuel Way qualified for admission to the legal profession in 1861, was made a Queen's Counsel within ten years, entered Parliament and became Attorney-General, and in 1876 was appointed Chief Justice of South Australia at just under forty years of age. In 1897, having been made a member of the Privy Council, he became the first Australian to sit on the Judicial Committee in London. It seems that Way C.J. liked to exercise his sense of humour, which was usually sarcastic, at the expense of counsel, but he was never malicious or overbearing. Taking a rise out of counsel usually led to laughter in Court on a big scale, much to the Chief's satisfaction, except on one occasion when Paris Nesbit Q.C., after a judicial quip promptly interjected, " I suppose we must all laugh now, your Honour ", and went unrebuked! In his later years Way became quite autocratic and seemed almost to believe in the Divine Right of Chief Justices. Despite this, he never lost the esteem and respect of the Bar. There was a story current in the profession of a witness before Way who, when asked for his name, said what sounded like " Peach ", and accordingly Way wrote down, spelling it aloud, " P-e-a-c-h ". " Oh, no ", said the witness, "Pietsch", spelling it. " Oh thank you ", said the Chief. " By the way, how would you spell apricot ? "

The Saving of Time.—In *R.* v. *McKenna* [1960] 1 All E.R. 326 the three appellants were convicted at Nottingham Assizes on November 25 last of stealing television sets and other electrical equipment from a motor van and as to two of them, of being accessories after the fact. When their trial began on a Monday the Judge (Stable J.) told the jury that the Court could not sit after 1 p.m. on the following Wednesday. The trial proceeded and the Court sat until 5 p.m. on Monday and until 6.30 p.m. on Tuesday. The jury retired at 12.20 p.m. on Wednesday. At 2.38 p.m. the Judge recalled the jury and told them that if they had not reached a conclusion in ten minutes they would be kept all night and the case would be resumed on the next day. The jury retired and returned six minutes later with verdicts of guilty against all accused. On appeal to the Court of Criminal Appeal (Cassels, Donovan and Ashworth JJ.), it is said in the judgment of the Court: " It is a cardinal principle of our criminal law that in considering their verdict, concerning, as it does, the liberty of the subject, a jury shall deliberate in complete freedom, uninfluenced by any promise, unintimidated by any threat. They still stand between the Crown and the subject, and they are still one of the main defences of personal liberty. To say to such a tribunal in the course of its deliberations that it must reach a conclusion within ten minutes or else undergo hours of personal inconvenience and discomfort, is a disservice to the cause of justice. In this case the ultimatum no doubt fell with added force on the jury since two of them were women. It may well be that having regard to the steps he had taken from the outset to ensure that the case should finish by mid-day on the third day, steps which included working beyond the normal hours on the Monday and the Tuesday, the learned Judge was understandably irritated by the inconvenient slowness of the jury in reaching a verdict in what he thought was a plain straightforward case. But juries do at times take much longer than a Judge may think necessary to arrive at a verdict; there are, after all, twelve of them who have to be unanimous and the proper exercise of the judicial office requires that irritation on these occasions must be suppressed or at any rate kept severely in check. To experience it is understandable; to express it in the form of such a threat to the jury as was uttered here is insupportable ". For the information of those who may consult these columns in future, says the *Law Times* in a criticism of the case, it ought to be added that the episode is entirely out of character and that the learned Judge concerned is one of the most courteous and kindly on the Bench.

Fume Note.—The Editor, in one of his monthly broadcasts, " From the Courts " related the facts in an appeal from a Magistrate who had found the appellant guilty of driving without due care and attention. He had struck two parked cars. There were no witnesses of his driving. In evidence, he said he had been working as a barman until after six p.m., and he had no liquor. He said he had had a blackout when approaching the parked cars. Mr Justice Shorland disbelieved this, but he allowed the appeal on the grounds of reasonable doubt. A listener " fan " from a remote part of the country sent the Editor the following reminiscent explanation:

> Re " the case of the man who worked in a bar in the afternoon ". If he was telling the truth about the blackout, I can tell about what happened when I was a child. Well, in Brewery Road, Plumstead S.E. 18 London, England, there is a brewery. The workers who worked in this place, were able to work *all day* 8 hours *inside* the works which were all enclosed inside a 6 or 8 foot brick wall, without *any* trouble. But when the poor men came outside the brick wall, they rolled around as if drunk and had to lean against the brick wall *until* the fresh air revived them to enable them to walk home safely. Once I saw a new policeman try to arrest them, until he knew what was wrong. These men had had no drink whatsoever as it has been impressed on my memory all these years. I am now 66. This happened when I was 6.

We doubt whether this quotation will have the full weight of a binding authority, but it is at least a suggestion for the consideration of defending counsel in cases of the same kind.

Tailpiece.

The Court at Wellington has found that in order to transmit the record in *Truth (N.Z.) Ltd.* v *Holloway* it is necessary to obtain an export licence. This has been granted by the Customs Department. What the position of the respondent would have been, had it been refused, seems somewhat obscure.

TOWN AND COUNTRY PLANNING APPEALS.

In Re Soich and Kiwi Engineering Co. Ltd.

Town and Country Planning Appeal Board. Auckland. 1960. January 26, 27.

District Scheme—Zoning—Extensions to Existing Building—Existing Use permitted for Five Years—Permission limited to Company presently operating in Building, subject to Conditions imposed—Town and Country Planning Act 1953, s. 35.

This was an application under s. 35 of the Town and Country Planning Act 1953, by Ivan Tony Soich and Kiwi Engineering Co. Ltd. for consent to a specific departure from the provisions of the Whangarei Borough operative district scheme.

The Board was satisfied that the provisions of Reg. 35 of the Town and Country Planning Regulations 1954 (as amended by Reg. 18 of the Town and Country Planning Regulations 1954, Amendment Number 1) had been duly complied with; that one objection to the application was received. (The grounds of that objection were met by the conditions hereinafter referred to), and that the Whangarei Borough Council supported the application subject to the conditions hereinafter set out.

The judgment of the Board was delivered by

REID S.M. (Chairman). The Town and Country Planning Appeal Board consented to a specific departure from the provisions of the Whangarei Borough Council's operative district scheme by permitting extensions to the present premises erected on Lots 6 and 7 and the erection of an overhead crane on Lot 8 on Deposited Plan 37077 all situate in John Street in the Borough of Whangarei, the proposed extensions being a building with a floor area of approximately 3234 square feet to be erected on Lots 6 and 7 and an overhead Gantry crane to be erected on the said Lot 8 subject to the following conditions:

1. That the existing use of the building be permitted for a period of five years from the date hereon, that any subsequent extension of this period is to be at the discretion of the Council and subject to a further application by the owners to the Board.
2. That any change of use of the building be limited to use which is in conformity with the provisions of the Council's operative district scheme.
3. That the right of existing user be limited to the present company operating in the building.
4. That the open area shown on the plan is to be surfaced to the satisfaction of the Borough Engineer to provide off-street loading facilities appertaining to the building on the site.

Order accordingly.

Assembly of God (Manurewa) Trust Board *v.* Manurewa Borough Council.

Town and Country Planning Appeal Board. Auckland. 1959. November 2.

Building Permit—Re-siting of Church—Area Zoned "Commercial B"—Places of Worship Predominant Use in Such a Zone—Permit as of Right—Town and Country Planning Act 1953, s. 38A (1).

Appeal by the owner of a property situate at No. 7 Hill Road in the Borough of Manurewa. It applied to the respondent Council for a building permit to re-site a temporary church building at present erected on the property and convert it into a permanent church building. The respondent borough refused its consent, purporting to do so under the provisions of s. 38A of the Town and Country Planning Act 1953.

The judgment of the Board was delivered by

REID S.M. (Chairman). 1. The history of this property is that it was purchased in February, 1957, and the residence then erected on it was used for regular church services until a temporary church building was erected under permit issued by the council on November 22, 1957.

2. Under the Council's undisclosed district scheme this property is in an area which is zoned as "commercial B" and under the relative Code of Ordinances places of public and private worship are predominant uses in such a zone. It follows therefore that as that scheme stands at the present time the appellant is entitled as of right to the permit for which it has applied as the use for which it wishes to put the building is a predominant use in a "commercial B" zone. It would not be possible for the Council to have refused a permit under s. 38 of the Act on the grounds that the building would be a detrimental work within the meaning of that section and the Board considers that the appellant is entitled to succeed in this appeal on those grounds alone.

3. The Board does not consider that s. 38 (a) has any application to the circumstances of this case. Subsection (1) of s. 38A (added by s. 26 of the Town and Country Planning Amendment Act 1957), reads:

> "(1) Except with the consent of the Council, no use of any land or building that is not of the same character as that which immediately preceded it shall be commenced by any person after the date of the commencement of this section and before the date when the relevant district scheme or where the use detracts or is likely to detract from the amenities of the neighbourhood."

Section 38A came into force on November 1, 1957. For some months before that date, this property was being used as a place of public or private worship and that is the use to which the appellant wishes to put it in future. This future use is of exactly the same character as the present and earlier use of the property. The Board considers that the Council misdirected itself when it invoked the provisions of s. 38A and refused the permit sought under that section. The Board considers that the section has no application to the circumstances of this case.

Counsel for the appellant Board asked for an order for costs in favour of the appellant. The Board makes orders for costs only in very exceptional cases and it is not prepared in this case to depart from its normal practice. There will be no order as to costs.

Appeal allowed.

Newdick *v.* East Coast Bays Borough.

Town and Country Planning Appeal Board. Auckland. 1959. December 16. 1960. January 11.

District Scheme—Area zoned as "Proposed Parking Area"—Beach Parking—Reasonable Parking Facilities elsewhere available in Area zoned "Proposed Reserve"—Appeal by Owner adjacent to "Proposed Parking Area", allowed—Town and Country Planning Act 1953, s. 26.

Appeal under s. 26 of the Town and Country Planning Act 1953. The appellant was the owner of a property situated at No. 20 The Esplanade, Campbell's Bay, being Lot 34, D.P. 9556, part Allotment 170, Takapuna Parish. Under the Council's proposed district scheme, as publicly advertised, this property was zoned as "proposed parking area". The appellant lodged an objection to this zoning. Her objection was disallowed and this appeal followed.

The judgment of the Board was delivered by

REID S.M. (Chairman). After hearing the evidence adduced and the submissions of counsel, and having inspected the property under consideration, the Board finds as follows:

Practically no evidence at all was offered at the hearing by the Council in support of this proposed zoning, other than the statement that Campbell's Bay is poorly served with parking space and for that reason beach parking should be provided nearer the beach. The Board does not consider that the Council has adequately answered the appeal. It agrees with the contention of the appellant that if the Esplanade and Huntly Road were properly formed and sealed they should, in conjunction with the area at present used as a park, owned by the Campbell's Bay Progressive Association and zoned under the Council's plan as "proposed reserve", provide reasonable beach-parking facilities.

The appeal is allowed.

Appeal allowed.

LEGAL ANNOUNCEMENTS.

Continued from p. i.

BARRISTER AND SOLICITOR seeks common-law position, view partnership. Several years' general experience. Reply :—

"COMMON LAW",
c/o C.P.O. Box 472,
WELLINGTON.

Messrs C. T. KEEGAN and J. S. ALEXANDER, practising their profession as Barristers and Solicitors, 7th Floor, New Zealand Insurance Building, Queen Street, Auckland, announce that they have admitted into partnership Mr JOHN GRAHAM THOMAS TEDCASTLE, LL.B., on the 1st April, 1960. As from that date, the practice will continue to be carried on at Auckland at the same address under the partnership name of KEEGAN, ALEXANDER & TEDCASTLE.

Mr J. S. B. BROWN, LL.B., Barrister and Solicitor, announces that as from 31st March, 1960, he has withdrawn from partnership in the firm of Chapman Tripp & Co. Mr Brown will, on his own account, continue the practice of his profession on the First Floor, Paragon Chambers, Kelburn Avenue, Wellington, C.1. Telephone 41-282, C.P.O. Box 2183.

Mr R. W. M. BENNETT who has been practising as a barrister and solicitor at 201 C.M.L. Building, Garden Place, Hamilton, announces that he has been joined in partnership by Mr M. P. POWER, LL.B. The partnership will be carried on at the same address under the firm name of BENNETT & POWER.

Messrs T. A. WILSON and G. R. WATTERS, practising as Barristers and Solicitors at Queen Street, Waimate, under the name of Hamilton Wilson & Watters, have pleasure in announcing that they have admitted into partnership Mr JOHN PHARIC MACFARLANE, B.A., LL.B., as from 1st April, 1960, and that thereafter the practice will be carried on from the same address under the same firm name.

Messrs J. R. L. STANFORD, F. C. CHRISTENSEN, LL.B., Notary Public, and D. B. STANFORD, LL.B., have as from the 1st day of April, 1960, been joined in practice by Mr T. P. BROAD, LL.B., who has been a member of their staff for the past year. The partners will continue the legal practice at the present premises, 16 High Street, Marton, under the firm name of CHRISTENSEN & STANFORD.

J. R. L. STANFORD
F. C. CHRISTENSEN
D. B. STANFORD
T. P. BROAD.

NORMAN ERIC TAYLOR and ALAN FRANCIS SHAW, practising as Barristers and Solicitors at Commerce Building, 187 Hereford Street, Christchurch, under the name or style of N. E. TAYLOR & SHAW, announce that they have admitted into partnership Mr MALCOLM ERIC TAYLOR, LL.B., and Mr THOMAS DAVID ANDERSON, LL.B., as from the 1st day of April, 1960, and that the practice will be carried on at the same address under the name of N. E. TAYLOR, SON, SHAW & ANDERSON.

M. C. SMITH and H. N. BROWNLIE, who have been practising as Barristers and Solicitors at Waitara, advise that they have admitted to partnership P. T. MORAN, Solicitor, formerly their Managing Clerk, and that the practice will be carried on at the same address under the name of SMITH, BROWNLIE & MORAN.

Messrs LESLIE BAYLEY HAYNES and WARWICK NEVILLE WHITE, at present practising in partnership as Barristers and Solicitors at Seventh Floor, Yorkshire House, Shortland Street, Auckland, under the firm name of Kensington Haynes & White, will, as from the 1st day of April, 1960, be joined in partnership by Messrs DONALD FREDERICK DUGDALE, NEIL FERGUSON MCLAUCHLAN and IAN LESLIE HAYNES. The firm will continue to practise under the same name at the same address.

WILLIAM MCALEVEY, LL.B., Barrister and Solicitor, practising at Whitcombe's Buildings, 174 Princes Street, Dunedin. under the name of McAlevey & Spear, wishes to announce that he has been joined in partnership by JOHN DAVID MILNE, Barrister and Solicitor, who has been associated with him over the past two years. The practice will, from 1st April, 1960, be carried on at the same premises under the name of W. MCALEVEY & MILNE.

Consequent upon the retirement of Mr J. T. Walter, Messrs Walter & Moore and Messrs R. R. Grigor & Poole of Balclutha, wish to announce that as from 1st April, 1960, their separate practices have been amalgamated into one, conducted by Mr F. H. K. MOORE and Mr J. K. POOLE under the firm name of WALTER, MOORE & POOLE.

Messrs A. L. HUDSON and M. C. GRESSON, practising as Barristers and Solicitors under the name of Perry Hudson & Gresson at Talbot Chambers, Beswick Street, Timaru, wish to announce that as from the 1st day of April, 1960, Mr JASON RICHARDS, M.A. (Cantab.), Middle Temple, a member of their staff, has been admitted into partnership and that the partnership will henceforth be carried on at the same address under the name of PERRY HUDSON GRESSON & RICHARDS.

V. J. LANGLEY, D. D. TWIGG, and G. C. DOOLE, practising as Barristers and Solicitors at Commercial Buildings. Dickens Street, Napier, under the name of Langley Twigg & Doole, announce that as from 1st April, 1960, they have admitted to partnership GRAHAM MITCHELL COWLEY, LL.B., and that henceforth the practice will be carried on at the same address under the name of LANGLEY, TWIGG, DOOLE & COWLEY.

I, LEONARD ANDREWS CHARLES, of Ashburton, Barrister and Solicitor, have pleasure in announcing that as from 1st day of April, 1960, I have admitted Mr HARRY EDMUND BLANK, LL.B., to partnership, and thereafter we will practise under the firm name of ORBELL, CHARLES & BLANK at our offices, A. & N.Z. Bank Chambers, Tancred Street, Ashburton.

Messrs M. H. GODBY, J. H. RHODES and A. C. FRASER, practising as Barristers and Solicitors at 135 Hereford Street. Christchurch, and 76 Hight Street, Rangiora, under the firm name of Rhodes, Godby & Fraser, wish to announce that as from the 31st day of March, 1960, they have admitted into partnership GRAEME MILLER WALKER, LL.B., who has been associated with the firm for some years. The practice will continue to be carried on at both the above addresses under the same firm name of RHODES, GODBY & FRASER.

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