
*The Church of England Homes Leasing and/or Sale
Ordinance 1936.*

No. 13, 1936.

AN ORDINANCE to authorise the leasing and/or sale of certain land at The Glebe held for the benefit of The Church of England Homes and to provide for the application of the proceeds thereof and for further purposes.

WHEREAS by The Church of England Homes Constitution Ordinance 1930 the amalgamation of the two societies theretofore existing and known respectively as The Church of England Homes and The Church of England Committee for Homes and Hostels for Children was approved and the constitution of the amalgamated Society known as The Church of England Homes (hereinafter referred to as the said Society) set forth in the schedule to the said ordinance was thereby ratified and confirmed and by the said ordinance it was declared that the said Society should be thenceforth managed and conducted pursuant to the provisions of the said constitution and with respect to the properties set out in the said constitution and to the property to be thereafter acquired thereunder and in all respects should have and exercise all the rights powers and be otherwise subject to all the provisions therein contained AND WHEREAS the land described in the first schedule hereto being part of the properties set out in the said Constitution is vested in the Church of England Property Trust Diocese of Sydney (hereinafter referred to as the Property Trust) in trust for the benefit of the said Society as appears from the said Ordinance and the said Constitution AND WHEREAS by the said Constitution the management conduct and control of the said Society was vested in a committee to be elected as therein provided AND WHEREAS the land described in the first schedule hereto is no longer suitable for carrying on the work of the said Society and the said Society has no further use for the same and the Committee of the said Society has agreed to lease the same to one William Maritime Treharne and grant to the said William Maritime Treharne an option to purchase the same in the terms of the form of lease set forth in the second schedule hereto which has been accepted and agreed to by the said William Maritime Treharne AND

The Church of England Homes Leasing and/or Sale Ordinance 1936.

WHEREAS by reason of circumstances subsequent to the creation of the said recited trusts it is expedient to lease the said land to the said William Maritime Treharne and grant to the said William Maritime Treharne an option to purchase the same in terms of the said form of lease Now Therefore the Standing Committee of the Synod of the Diocese of Sydney in pursuance of the powers in that behalf conferred upon it by the Church of England Trust Property Act 1917 and the Land Ordinance Procedure and Delegation of Powers Ordinance 1926 and in pursuance of the powers in that behalf conferred upon the said Synod by the Constitutions for the management and good government of the Church of England in the State of New South Wales and of all other powers thereunto enabling it ordains declares determines directs and rules as follows:--

1. By reason of circumstances subsequent to the creation of the said recited Trusts it is expedient to lease and/or sell the land described in the first schedule hereto.

2. The agreement of the Committee of the Church of England Homes to lease the land described in the first schedule hereto to William Maritime Treharne and grant to the said William Maritime Treharne an option to purchase the said land in terms of the form of lease contained in the second schedule hereto is hereby ratified and confirmed and the said land and the buildings and other improvements erected thereon may be leased by the Property Trust at the request of the Committee of The Church of England Homes to the said William Maritime Treharne for the term at the rent and generally upon the terms and conditions set out in the form of lease contained in the second schedule hereto and the Property Trust may at the like request grant to the said William Maritime Treharne as part of or in connection with such lease an option to purchase the said land at the price and upon the terms and conditions set out in the said form of lease and if and when such option to purchase shall be exercised by the lessee of the said land may at the like request sell the said land to the lessee thereof upon the terms of the said option and the Property Trust is hereby authorised to execute a lease of the said land to the said William Maritime Treharne and grant to him an option to purchase the said land in terms of the said form of lease and a transfer or transfers of the said land to the lessee thereof if and when the said option to purchase shall be exercised by the said lessee.

*The Church of England Homes Leasing and/or Sale
Ordinance 1936.*

3. The rents profits and income to arise in respect of the leasing of the said land under the powers herein contained shall be paid to the Treasurer for the time being of The Church of England Homes and shall be applied by the Committee for the time being of The Church of England Homes firstly in payment of all rates taxes and other outgoings payable in respect of the said land insofar as such rates taxes and other outgoings may be payable by The Church of England Homes or the Property Trust and the balance of such rents profits and income shall be applied and utilised by the said Committee for the benefit of The Church of England Homes as the said Committee shall determine.

4. The moneys to arise from any sale of the said land under the powers herein contained shall be paid to the Property Trust and such part of such moneys as shall be required for that purpose shall be applied in payment of the costs fees and expenses of and incidental to this Ordinance and of and incidental to the said sale and the balance of such moneys shall be paid by the Property Trust to the Treasurer for the time being of The Church of England Homes to be applied and utilised by the Committee for the time being of The Church of England Homes in its discretion in and towards the carrying on and the continuing of the work of the said Society.

5. This Ordinance shall be styled and cited as "The Church of England Homes Leasing and/or Sale Ordinance 1936."

THE FIRST SCHEDULE HEREINBEFORE REFERRED TO.

ALL THAT parcel of land situate in the Municipality of The Glebe, Parish of Petersham and County of Cumberland containing an area of 3 roods 33 perches or thereabouts, having a frontage of about 148 feet 10 inches to Forsyth Street by a depth along Arden Lane of about 210 feet 2½ inches and also a frontage to Avon Lane of about 98 feet 9 inches, the rear line thereof measuring about 254 feet 2 inches being the whole of the land comprised in Certificate of Title dated the 9th day of November 1912 Registered Volume 2313 Folio 20.

*The Church of England Homes Leasing and/or Sale
Ordinance 1936.*

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO.

New South Wales.

MEMORANDUM OF LEASE.

Real Property Act, 1900.

Church of England Property Trust Diocese of Sydney (hereinafter called or included in the expression Lessor) being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon; Doth under the powers granted by or under the Church of England Trust Property Act 1917 Hereby lease unto William Maritime Treharne of Number 369 Glebe Road, Glebe Point, Builder (hereinafter called or included in the expression Lessee) All That piece of land containing Three roods thirty-three perches or thereabouts situated in the County of Cumberland Parish of Petersham and Municipality of the Glebe being the whole of the land comprised in Certificate of Title dated the Ninth day of November A.D. 1912 registered volume 2313 folio 20. To be held by the said Lessee as tenant for the term of five years computed from the twenty-fourth day of August 1936 at the yearly rent of Fifty-two pounds (£52) payable as follows: By equal monthly instalments of the sum of Four pounds six shillings and eightpence (£4/6/8) in advance on the twenty-fourth day of each and every month during the said term the first of such monthly instalments having been paid on the Seventeenth day of August One thousand nine hundred and thirty-six subject to the following covenants, conditions, and restrictions, viz.:—

1. To the covenants and powers implied in every Memorandum of Lease by virtue of the Conveyancing Act, 1919-1932, secs. 84 and 85, or such of them, or so far, as not hereby expressly negated or modified. The powers implied in every Lease by virtue of Section 85 (1) of the said Act are hereby varied as follows:—Section 85 (1) (a) shall be read as though the words "twice in every year" appearing therein were omitted and the words "at any time" substituted therefor. Section 85 (1) (d) shall be read as though the words "one month" and "two months" wherever therein occurring were omitted and the words "seven days" substituted therefor in each case.

*The Church of England Homes Leasing and/or Sale
Ordinance 1936.*

The Covenant implied in every Lease by Section 84 (1) (b) of the said Act shall be read with reference to this lease as though the words "having regard to their condition at the commencement of the said Lease" were omitted.

2. To the full effect of the covenants next hereinafter shortly noted as the same are set forth in words at length in the second column of Part 2 of the Fourth Schedule to the Conveyancing Act, 1919-32.

The Lessee covenants with the Lessor:—

- (a) To insure from fire in the joint names of the Lessor and the Lessee.
- (b) That the Lessee will not without consent use the premises otherwise than as a Residential or Residential Flats.
- (c) And will not assign or sub-let without leave, no fine to be taken, but the covenant implied by these words shall not prevent the Lessee from sub-letting parts of the buildings erected on the said land as residential rooms or residential flats to respectable tenants or occupiers without the necessity of first obtaining the consent of the Lessor.
- (d) That the Lessee will not carry on any offensive trade.

3. To the following special covenants conditions and restrictions:—

The Lessee hereby covenants with the Lessor:—

- (a) That the Lessee will at all times during the continuance of the term at his own cost and expense duly and punctually comply with and carry out the requirements of any notice given by the Local Municipal Council Board of Public Health Metropolitan Water Sewerage and Drainage Board or any other Public or Statutory Authority whether served upon the Lessor the Lessee or any other person with reference to or affecting the demised premises or any part thereof or the use to which the same shall be put by the Lessee or any person or persons claiming under him.
- (b) That the Lessee will at all times during the term hereby created punctually pay all rates taxes assessments and outgoings whatsoever whether Municipal Local Govern-

*The Church of England Homes Leasing and/or Sale
Ordinance 1936.*

ment Parliamentary of the Metropolitan Water Sewerage and Drainage Board or otherwise which are at any time during the term or for any period during the term charged upon or in respect of the demised premises or the Lessor or Lessee on account thereof and in the event of any such rates taxes assessments or outgoings being paid by the Lessor whether before or after the commencement of the said term the Lessee will pay the same to the Lessor on demand.

- (c) That the Lessee will forthwith at his own cost and expense and to the satisfaction of the Lessor or its Architect put the buildings erected on the demised premises in a proper and tenantable state of repair and condition and amongst other things will forthwith and in a proper and workmanlike manner and to the satisfaction of the Lessor connect to and instal at the said buildings on the said demised premises a new gas service at a cost of approximately Twenty-five pounds, a new water service and necessary repairs to the existing sewerage service at a cost of about Fifty pounds and a new electric light service of about twenty points at a cost of about Twenty-five pounds. If so required by the Lessor all such work as aforesaid shall be carried out by the Lessee under the supervision and direction of the Lessor or its Architect.
- (d) The Lessor will also forthwith at his own cost and expense carry out and perform the following works upon at or in the buildings erected on the demised land, viz.:—
- (i) Fit up in a proper and workmanlike manner at least two bathrooms at a cost of about Fifty pounds.
 - (ii) Paint the inside wood iron and other works usually painted with at least two coats of proper oil colours and also wash, stop, whiten or colour such parts of the inside of the said buildings as are now plastered at a cost of about Forty pounds.
 - (iii) Paint all outside woodwork and ironwork and walls with two coats of proper oil colours in a workmanlike manner at a cost of approximately Sixty pounds.

*The Church of England Homes Leasing and/or Sale
Ordinance 1936.*

- (iv) Place in a proper state of repair all ceilings, floors, windows, roof and guttering and also the fences of the demised land at a cost of about Fifty pounds.

All such work shall be carried out by the Lessee forthwith after the execution of this Lease with all due expedition and in a proper and workmanlike manner and to the satisfaction of the Lessor or its Architect and if so required by the Lessor under the direction and supervision of the Architect of the Lessor.

- (e) That the Lessee will not without the consent of the Lessor in writing first had and obtained carry out or make any structural alterations to the demised premises or any building thereon and in the event of the Lessee desiring to carry out and make any such structural alterations and obtaining the consent of the Lessor to the same he shall when making application for such consent submit to the Lessor proper plans and specifications showing the nature and extent of the alterations proposed to be carried out or made by him and any such alterations consented to by the Lessor shall be made or carried out by the Lessee to the full satisfaction of the Architect for the Lessor and if so required under the supervision and direction of the Architect of the Lessor.
- (f) That the Lessee shall not at any time during the term or at the expiration thereof take remove or carry away from the demised premises any fixtures or fittings which may be made or connected to or installed in or at the demised premises or any building thereon by the Lessee but the demised premises at the expiration or sooner determination of the term hereby created shall be yielded up to the Lessor with all such fixtures and fittings.
- (g) The Lessee will not permit or allow the demised premises or any part thereof to be used for any immoral purpose and will not permit or allow the sale at or upon the demised premises of any spirituous or intoxicating liquor.

4. And it is hereby agreed and declared by and between the Lessor and the Lessee:—

The Church of England Homes Leasing and/or Sale Ordinance 1936.

- (a) That if the Lessee shall pay the rent hereby reserved at the times and in manner herein provided for the payment thereof and shall duly and faithfully observe and perform the covenants herein contained and on the Lessee's part to be observed and performed the Lessee shall and may peaceably possess and enjoy the said demised premises for the term hereby created without any interference or disturbance by the Lessor or any other person or persons lawfully claiming by through or under it.
- (b) That if the Lessee be desirous of purchasing the reversion in fee simple of the premises hereby demised at any time prior to the expiration of the said term and shall at least three months prior to the expiration of the said term leave with the Lessor a notice to that effect then the Lessee shall be purchaser of the said reversion at the price of One thousand five hundred pounds (£1,500) subject to the conditions following namely:—
- (i) A contract in writing for the purchase of the said reversion to be prepared by the Lessor or its Solicitors shall forthwith be executed by the Lessee and a deposit of Three hundred pounds (£300) shall be paid to the Lessor by the Lessee on the execution of such Contract.
 - (ii) The balance of purchase money shall be paid and satisfied in cash on completion of the transfer.
 - (iii) The purchase shall be completed and the balance of purchase money paid as aforesaid within three months after the leaving of the aforesaid notice with the Lessor and in the event of completion not being effected and the balance of purchase money not having been paid or satisfied within that period then the Contract for purchase and sale may be rescinded by the Lessor and thereupon the deposit of Three hundred pounds (£300) shall be forfeited to the Lessor.
 - (iv) The Lessee shall until completion and payment or satisfaction of the whole of the purchase money continue to pay the rent reserved by this Lease at the times and in manner hereinbefore provided

*The Church of England Homes Leasing and/or Sale
Ordinance 1936.*

- for the payment of the same and to observe and perform the covenants and conditions in this Lease contained and on his part to be observed and performed and shall pay all rent up to and including the date of completion of the purchase.
- (v) Upon payment and satisfaction in manner hereinbefore provided of the purchase money and also of all rent and other moneys owing or payable to date of completion the Lessor shall execute a Transfer of the said reversion to the Lessee such Transfer to be prepared by the Lessee.
- (vi) The costs and expenses of the Lessor of and incidental to the sale and purchase shall be paid and borne by the Lessee.
- (vii) The purchase and sale shall otherwise be subject to the conditions of sale adopted by the Real Estate Institute of New South Wales in connection with sales by private treaty of land under the provisions of the Real Property Act and all the terms and conditions of the purchase and sale shall be incorporated in and form part of the said Contract for purchase and sale.

I certify that the Ordinance as printed is in accordance with the Ordinance as reported.

R. C. ATKINSON,

Chairman of Committees.

I certify that this Ordinance was passed by the Standing Committee of the Synod of the Diocese of Sydney this Twenty-sixth day of October, 1936.

H. V. ARCHINAL,

Diocesan Secretary.

I assent to this Ordinance.

HOWARD SYDNEY.

27th October, 1936.