
*Church of England Homes (Maroubra) Land Sale
Ordinance 1939.*

No. 5, 1939.

AN ORDINANCE to authorise the sale of certain land held for the benefit of the Church of England Homes situate in the Municipality of Randwick Parish of Botany and County of Cumberland and to provide for the application of the proceeds thereof.

WHEREAS Church of England Property Trust Diocese of Sydney (hereinafter called the Property Trust) is by virtue of Certificate of Title Registered Volume 4851 Folio 68 registered as the proprietor of an estate in fee simple in certain land situate in the Municipality of Randwick Parish of Botany and County of Cumberland more particularly described in the First Schedule hereto subject to a caveat Number C545239 by the Registrar-General forbidding the registration of any dealing affecting the said land not consistent with the duties of the Registered Proprietor thereof as Trustee for the Church of England Homes Carlingford AND WHEREAS the said land is Church Trust Property and is held by the Property Trust upon trust for the Society or Institution conducted in connection with the Church of England in the Diocese of Sydney known as the Church of England Homes the same having been devised to the Church of England Homes Carlingford by one Christina Reid now deceased AND WHEREAS the said land is vacant and not of any use as land to the Church of England Homes for the purposes of its work and objects and the Committee of the said Church of England Homes is of opinion that it is expedient to sell and convert the same into money so that such money shall be available for the purposes of carrying on the work of the said Society AND WHEREAS at the request of the Church of England Homes the Property Trust has entered into a Contract with one Jack Jefferson of Bondi for the sale to him of the said land for the total price or sum of One hundred and fifty pounds (£150) and a copy of such Contract and of the Conditions and Terms of Sale of the said land are set forth in the Second Schedule hereto 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

*Church of England Homes (Maroubra) Land Sale
Ordinance 1939.*

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 trusts affecting the land described in the First Schedule hereto it is expedient to sell such land.

2. The Property Trust is hereby directed and authorised to sell to the said Jack Jefferson the land described in the First Schedule hereto in conformity with the Contract for Sale and the Terms and Conditions of Sale set forth in the Second Schedule hereto and to execute and do all such acts transfers instruments and other documents as shall be necessary for the purpose of carrying the said Contract for Sale into effect.

3. The moneys to arise from the sale of the land described in the First Schedule hereto shall be received by the Property Trust and so much of such moneys as shall be necessary for such purpose shall be applied in payment of the costs charges and expenses of and incidental to this Ordinance and of and incidental to the sale and transfer of the said land to the purchaser thereof and in the payment of any rates, taxes or other outgoings which may be outstanding in respect of such land and the balance of such moneys shall be paid to the Treasurer for the time being of the Church of England Homes to be used by the Committee of the Church of England Homes for the purposes of its work and objects as set forth in its Constitution.

4. This Ordinance shall be styled and cited as "Church of England Homes (Maroubra) Land Sale Ordinance 1939."

THE FIRST SCHEDULE HEREINBEFORE REFERRED TO.

ALL THAT piece or parcel of land situate in the Municipality of Randwick Parish of Botany and County of Cumberland having a frontage of about Thirty-three feet (33ft.) to Boyce Road by a depth of about One hundred and eight feet (108ft.) and containing an area of about Thirteen perches (13ps.) being Lot 6 Deposited Plan Number 5813 and being the whole of the land comprised in Certificate of Title dated the 25th day of June 1937 Registered Volume 4851 Folio 68.

*Church of England Homes (Maroubra) Land Sale
Ordinance 1939.*

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO.

CONDITIONS AND TERMS OF SALE FOR THE
UNDERMENTIONED PROPERTY.

SOLD BY Private Contract on the Seventeenth day of
October, 1938, by
Arch. A. Mosely, Real Estate Agent
Maroubra Junction. FJ 1682
In Conjunction with
J. Pearson, Estate Agent
Maroubra Bay. FJ 1653

ON ACCOUNT OF Church of England Property Trust
King Street, Sydney.

ALL THAT piece or parcel of land in the Municipality of
Randwick Parish of Botany having a frontage of 33 feet or there-
abouts to Boyce Road Maroubra with a depth of 108 feet or
thereabouts being known as Lot 6.

1. The title of the land is under the Real Property Act.

2. On a Sale by Auction

- (a) The highest bidder shall be the purchaser and in case of any dispute the property shall be put up again at any former bidding and no bidding shall be retracted.
- (b) The sale is subject to a reserved price and the right to bid is reserved on behalf of the Vendor.
- (c) Upon the fall of the hammer the Purchaser shall sign the Contract endorsed hereon.

3. The Contract shall be subject to the Conveyancing Act 1919-1932 but otherwise Schedule III. of that Act shall not apply save so far as herein incorporated.

4. Upon signing the Contract the Purchaser shall give to the Agent a cheque for the deposit mentioned in the Terms of Sale; the proceeds of which shall be held by the Agent as stakeholder and shall be accounted for to the Vendor upon receipt of an order from the Purchaser or his Solicitor authorising such payment: Provided however that if the cheque be not honoured upon presentation within three days from day of sale the Vendor may at his option cancel the Contract.

*Church of England Homes (Maroubra) Land Sale
Ordinance 1939.*

5. As to Land under Old System Title.

- (a) The Vendor will furnish an abstract of his title and shall not be called upon to abstract produce or to covenant or procure a covenant to produce any deeds copies of deeds or evidences of title whatsoever in support of the title or in verification of the abstract other than what are now in his possession and no objection shall be made to the execution of any deed under a power of attorney which authorises such execution.
- (b) The Vendor shall be entitled to retain all documents of title which relate to other property jointly with the property sold whether such other property is or is not retained by the Vendor and shall not be bound to deposit any of such documents with the Registrar-General.

6. As to Land under the Real Property Act.

- (a) The Vendor will furnish particulars of title sufficient to enable the purchaser to prepare his transfer.
- (b) The Purchaser shall not be entitled to any abstract of title but any instrument in respect of which a caveat is entered upon the Register shall if in the possession of the Vendor be produced to the Purchaser or his Solicitor free of charge.

7. The said abstract or particulars shall be furnished to the Purchaser or to his Solicitor or to the Agent within a reasonable time after the Purchaser or his Solicitor shall make application therefor in writing or prior to such application if the Vendor thinks fit.

8. The property is sold subject to the existing tenancies or occupancies (if any) and to the conditions and reservations contained in every relative Crown Grant under which it is held.

9. All objections and requisitions which under these conditions the Purchaser shall be entitled to make shall be made and delivered to the Vendor or to his Solicitor within ten days from the delivery of the said abstract or particulars and all objections and requisitions not so made shall be deemed to be waived and within twenty-one days from delivery of the said abstract or particulars the Purchaser shall at his own expense tender to the Vendor or to his Solicitor for execution the appropriate Conveyance or Transfer of the property sold.

*Church of England Homes (Maroubra) Land Sale
Ordinance 1939.*

10. No error or misdescription of the property shall annul the sale but a compensation if demanded in writing before completion but not otherwise shall be made or given as the case may require the amount to be settled in case of difference by two arbitrators one to be appointed by the Vendor and the other by the Purchaser in accordance with the provisions of the Arbitration Act 1902.

11. The Vendor shall be entitled to the rents and profits and shall pay or bear all rates taxes and outgoings up to the date of completion from which date the Purchaser shall be entitled to or shall pay or bear the same respectively and any necessary apportionment thereof shall be made and adjusted on completion.

12. If so required the Purchaser shall in his Conveyance or Transfer covenant to the following effect: The Purchaser for himself and his assigns HEREBY for the benefit of the adjoining land

but only during the ownership thereof by the Vendor his executors administrators and assigns other than Purchasers on sale COVENANTS with the Vendor his executors administrators and assigns that no fence shall be erected on the land hereby conveyed or transferred to divide it from such adjoining land without the consent of the Vendor his executors administrators or assigns but such consent shall not be withheld if such fence is erected without expense to the Vendor his executors administrators or assigns and in favour of any person dealing with the Purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. And this restriction may be released varied or modified by the owner or owners for the time being of such adjoining land.

13. Should any wall be a party wall the Purchaser shall make no objection on that account.

14. If the Purchaser shall fail to comply with these conditions or any of them or with the Terms of Sale all moneys bills and promissory notes which the Purchaser shall have paid or given to the Agent or to the Vendor on account of the purchase shall be absolutely forfeited to the Vendor and the Vendor shall be at liberty to rescind the Contract or to sue the Purchaser for breach of contract or without any notice to the Purchaser to

*Church of England Homes (Maroubra) Land Sale
Ordinance 1939.*

resell the property by public auction or private contract together or in lots for cash or on credit and upon such other terms and conditions as he may think proper with power to vary or rescind any contract for sale buy in at any auction and resell and the deficiency (if any) arising on such sale and all expenses of and incidental to any such sale or attempted sale shall be recoverable by the Vendor from the Purchaser as liquidated damages.

15. That if the Vendor shall be unable or unwilling to comply with or remove any objection or requisition which the Purchaser shall be entitled to make under these conditions and shall not waive within seven days after notice of intention to rescind the Contract shall have been given to him or to his Solicitor by the Vendor or his Solicitor the Vendor shall whether he has or has not attempted to remove or comply with such objection or requisition and notwithstanding any negotiation or litigation in respect thereof be at liberty to rescind the Contract and upon returning to the Purchaser all money bills and promissory notes paid or given by Purchaser as aforesaid shall not be liable to any sum for damages or expenses whatsoever incurred by the Purchaser in and about the Contract.

16. When herein used words importing the singular number or plural number shall include the plural number and singular number respectively and words importing the masculine gender shall include the feminine or neuter gender.

17. All notices and documents hereunder may be served as mentioned in Section 170 of the Conveyancing Act 1919.

SPECIAL CONDITIONS.

1. The sale is conditional upon an Ordinance of the Synod of the Church of England in the Diocese of Sydney or the Standing Committee thereof being obtained authorising the same and if such ordinance is not obtained within six months from the date hereof either of the parties hereto shall be at liberty by notice in writing to the other party to cancel the Contract.

TERMS OF SALE.

Upon signing the Contract the Purchaser shall pay into the hands of the Agent a cheque for a deposit of Ten pounds (£10) of the whole amount of the purchase money and the balance of purchase money shall be paid to the Vendor as follows: In cash on completion of transfer.

*Church of England Homes (Maroubra) Land Sale
Ordinance 1939.*

CONTRACT FOR SALE.

Subject to and upon the preceding Conditions and Terms of Sale, I, JACK JEFFERSON, BONDI, purchase the property herein-mentioned as hereinbefore described for the sum of One hundred and fifty pounds (£150) and A. A. Mosley and J. Pearson Agents for the Vendor sell the same.

DATED this Seventeenth day of October One thousand nine hundred and thirty-eight.

Purchase Money	£150	0	0
Deposit	£10	0	0
Balance	£140	0	0

Signature of Purchaser: (Sgd.) J. Jefferson.
Occupation: Painter.
Address: 4 Flat, "El-Rio," Simpson Street,
Bondi.

Signature of Vendor: For and on behalf of Church of England
Property Trust, Diocese of Sydney: (Sgd.) H. V. Archinal,
Secretary.

Vendor's Solicitor:

Purchaser's Solicitor:

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

W. J. G. MANN,
Acting Chairman of Committees.

I certify that this Ordinance was passed by the Standing
Committee of the Synod of the Diocese of Sydney this Twenty-
fourth day of April, 1939.

H. V. ARCHINAL,
Diocesan Secretary.

I assent to this Ordinance.

HOWARD SYDNEY.

27th April, 1939.