

*Granville Land Mortgage.*

411902

AN ORDINANCE to authorise the mortgaging of certain land situated in the Town of Granville in the Parish of Liberty Plains and County of Cumberland in the State of New South Wales being allotment No. seven of a re-subdivision of Lots one and two of Section B of the Drainwell Estate and to provide for the application of the proceeds thereof.

(Assented to 23 September, 1902.)

WHEREAS by Indenture of Conveyance bearing date the second day of April one thousand eight hundred and eighty and made between John Sheaves senior therein described (and thereafter designated Vendor) of the one part and Stephen John Pearson, Laurence Julius Olson, Harry Richardson, John Scarborough and William James Gunther therein also mentioned). It is witnessed that in consideration of the sum of one hundred and thirty pounds to the said Vendor paid by the said Trustees the said Vendor in exercise of the power of appointment vested in him by the Indenture therein recited and in exercise of all and singular other powers and authorities in anywise enabling him in that behalf did appoint that the piece or parcel of land hereinafter described with the appurtenances should thenceforth go remain and be to the uses and upon the trusts thereafter expressed and declared concerning the same. And it is further witnessed that for the considerations aforesaid the said Vendor (so far as the appointment thereinbefore made if incomplete should not operate or extend) did grant bargain sell release and confirm unto the said Trustees and their heirs *inter alia* all that piece or parcel of land situate lying and being in the Parish of Liberty Plains County of Cumberland and State of New South Wales being lot seven of a re-subdivision of lots one and two of Section B of the Drainwell Estate commencing on the East side of Jamieson Street at the intersection of lot

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eight of the said sub-division with said lot seven bounded on the West by Jamieson Street bearing North eighty-two and a half feet on the North by the Southern boundary of Carson's lot six bearing East two hundred and sixty-four feet on the East by part of the Western boundary of F. S. Lea's original lot seven bearing South eighty-two and a half feet and on the South by the North boundary of St. Mark's Church Trustees' lot eight aforesaid bearing West two hundred and sixty-four feet to the point of commencement. To hold the same unto and to the use of the said Trustees their heirs and assigns for ever as Joint Tenants but upon trust *inter alia* for the erection and maintenance thereon of a Church or build to be called————— for the celebration of Public Worship according to the use of the Church now or lately known as the United Church of England and Ireland. And for the further purpose of a Dwelling House for the use of the Minister for the time being of the said Church or building and of a School House for the education of children of members of the Church of England and of such other children as the Minister for the time being of the said Church or building might approve. But subject to the provisions of an Act of the Governor and Legislative Council of the State aforesaid passed in the eighth year of the reign of his late Majesty King William the Fourth No. 5 intituled "An Act to regulate the temporal affairs of Churches and Chavels of the United Church of England and Ireland in New South Wales." And it was therein amongst other things provided that in case it should appear desirable to the said Trustees to borrow any money at interest on mortgage of the said Trust Property on all or any part of the said property it should be lawful for the Trustees for the time being of the now reciting presents to make such mortgage upon such terms and in such manner as they should with the consent of the Bishop of the Diocese for the

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time being think proper and thereupon to mortgage the land and hereditaments so mortgaged or agreed to be mortgaged to the Mortgagee or Mortgagees thereof respectively. And all moneys advanced to the said Trustees upon any such mortgage as aforesaid should after defraying expenses be held in trust for the same or some other Church or building as aforesaid and such attendant public purposes as expressed in the same security. But no Mortgagee of the said land should be bound to see to the application of any moneys paid by him to the said Trustees after obtaining their receipt in writing for the same. And whereas a Church known as St. Mark Granville and a School House have been erected upon lot eight being part of the land and hereditaments conveyed to the said Trustees by the hereinbefore recited Indenture. And whereas it is expedient that the said lot seven hereinbefore described should be mortgaged and the proceeds applied in furtherance of the said trust and for the other purposes hereinafter mentioned. The Synod of the Diocese of Sydney in pursuance of the powers in that behalf conferred upon it by the Constitutions for the management and good government of the United Church of England and Ireland within the State of New South Wales and of all powers vested in the said Synod by "The Church of England Property Act of 1889" ordains declares directs and rules as follows:—

1. It has become expedient to obtain an advance not exceeding five hundred pounds upon the security of the said lot seven hereinbefore described to be devoted to the erection of a Rectory thereon or to the enlargement of the Church building already erected upon lot eight.

2. The whole or any portion of lot seven hereinbefore described may from time to time be mortgaged to secure an advance or advances not exceeding five hundred pounds for any of the purposes above mentioned freed from the trusts aforesaid to any person or persons or

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for any term or terms and upon such conditions as may for the time being be arranged by the Trustees of the hereinbefore recited Indenture.

3. The Trustees for the time being of the hereinbefore recited Indenture are hereby appointed to receive from the Mortgagee or Mortgagees respectively the moneys payable under any such Mortgage and shall apply the same after payment thereof of the expenses of and incidental to this Ordinance and the preparation and completion of any Mortgage or Mortgages and the execution of the said trust and all other necessary outgoings for all or any of the purposes hereinafter mentioned that is to say in or towards the erection on the said lot seven of a Rectory or in the enlargement of the said Church building as the case may be.

4. This Ordinance shall be styled and cited as "The Saint Mark's Granville Land Mortgaging Ordinance of 1902."

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