

No. 3. 1934.

AN ORDINANCE to authorise the sale of land situated at Camden and more particularly described in the Contract in the Schedule hereto and to provide for the application of proceeds thereof.

WHEREAS by Certificate of Title under the Provisions of the Real Property Act dated the thirteenth day of February One thousand nine hundred and six Registered Volume 1671 Folio 126 the Church of England Property Trust Diocese of Sydney (hereinafter referred to as the said Trust), is the registered proprietor of the land described in the said Certificate of Title AND WHEREAS the said land is held upon the trusts contained in an Indenture dated the fourth day of January One thousand nine hundred and six and made between The Church of England Property Trust Diocese of Sydney and Camden Park Estate Limited registered in the Land Titles Office Sydney Number 6176 such trusts being as follows that is to say upon trust to allow the same to be used and occupied at all times thereafter as a rectory or residence by the Rector or Incumbent for the time being of St. John's Church of England Camden and for no other use trust or purpose whatsoever subject to the proviso therein contained AND WHEREAS by reason or circumstances subsequent to the creation of the said trusts it is expedient to sell that portion of the said land described in the Contract set out in the Schedule hereto AND WHEREAS the said Trust has by Contract dated the second day of February One thousand nine hundred and thirty-four, a copy of which is set out in the Schedule hereto, contracted to sell to Arthur Valentine Moore and others at or for the price or sum of two hundred and fifty pounds (£250) a portion of the land in the said Certificate of Title having a frontage to Menangle Road of about sixty-five feet by depths of about one hundred and eighty feet and one hundred and seventy-seven feet one and a half inches and a rear line of about fifty-six feet and situated in the South-West corner of the land in the said Certificate of Title 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 vested in the said Synod

by the constitutions for the management and good government of the Church of England within the State of New South Wales or otherwise in the name and in the place of the said Synod DIRECTS DECLARES AND RULES as follows:—

1. By reason of circumstances subsequent to the creation of the said trusts it is expedient to sell that portion of the land in the said Certificate of Title more particularly described in the Contract set out in the Schedule hereto.
2. The land described in the Contract in the Schedule hereto may be sold under and in pursuance of the said Contract.
3. The said Trust shall execute the Deed or Deeds or other document or documents necessary for the purpose of carrying such sale as aforesaid into effect.
4. The purchase money arising from such sale shall be paid to the said Trust and the payment thereof of all out-goings properly chargeable against the said land and of the costs charges and expenses of and incidental to the said subdivision of the subject land and of this Ordinance and of and incidental to the said sale and all things arising out of the said sale shall be made so far as not otherwise provided for.
5. The balance of the said purchase money remaining in the hands of the said Trust after the satisfaction of the costs, charges and expenses provided for in Clause 4 hereof may be invested in one or more of the investments following that is to say:—
 - (a) Investments for the time being allowed by the law of any of the States of the Commonwealth of Australia for the investment of trust funds.
 - (b) The purchase of real estate within the Commonwealth.
 - (c) Fixed deposit in any Bank carrying on business within the Commonwealth
 - (d) Debentures of any Harbour Trust or Board of Works within the Commonwealth.
 - (e) Municipal debentures of any State Capital.
 - (f) Mortgage bonds under any of the Savings Banks Acts of the Federal Government or any State within the Commonwealth.

- (g) Deposits in any Government Savings Bank within the Commonwealth;

and the said Trust may from time to time vary or release any of such investments and the income arising therefrom shall be paid to the Rector and Churchwardens for the time being of the Parish of St. John's Camden for the maintenance and improvement of the property of the Church of England in the Parish of Camden.

6. This Ordinance may be cited as "The St. John's Camden Sale Ordinance 1934."

SCHEDULE.

AGREEMENT made the 2nd day of February One thousand nine hundred and thirty-four between Church of England Property Trust Diocese of Sydney (hereinafter called the Vendor) of the one part and Arthur Valentine Moore of Glenmore in the State of New South Wales, Farmer, Walter Charles Furner of Camden in the said State, Retired Merchant, Lewis Duesbury of Camden aforesaid, Manager, Percy Charles Furner, of Camden aforesaid, Merchant, Edwin John Smart of Menangle in the said State, Farmer, Percival Ernest Butler of Camden, Builder and Edward Ashley Carruthers of Camden aforesaid, Bank Manager (for and on behalf of the Methodist Church of Australia) (hereinafter called the Purchasers) of the other part WHEREBY IT IS AGREED as follows:—

1. The Vendor shall sell and the Purchasers shall purchase all that piece of land shown in the Plan endorsed hereon and therein edged red being part of the land in Certificate of Title Volume 1671 folio 126 situated in the Municipal District of Camden Parish of Camden and County of Camden, the purchasers to hold the land subject to the provisions of the Model Deed as authorised by the Methodist Church Property Acts 1889-1902.

2. The purchase price shall be Two hundred and fifty pounds (£250) of which the sum of Twenty-five pounds (£25) shall be paid to the Vendor on the signing hereof and the balance shall be paid to the Vendor in cash on completion of transfer.

3. The title of the land sold is under the Real Property Act.

4. All rates, taxes and other outgoings shall be apportioned as at the date of completion.

5. The sale is made subject to the approval of the Synod of the Diocese of Sydney or the Standing Committee of such Synod and the Vendor will apply for an ordinance authorising the sale and the sale shall be completed as soon as possible after such ordinance has been obtained. If for any reason an ordinance for sale shall be refused the Vendor shall return the deposit to the Purchasers and this agreement shall be thereupon regarded as cancelled.

6. The sale is also made subject to the approval of the Council of the Municipality of Camden being obtained to the subdivision of the land sold and the Vendor shall make the necessary application to the Council for such approval. Should such approval be refused the Vendor shall return the deposit to the Purchasers and this agreement thereupon shall be regarded as cancelled.

7. The sale shall not be deemed to include the gate and gate posts at present standing in the land which shall remain the property of the Vendor and the Vendor shall be entitled itself or by its servants or agents to enter upon the subject land either before completion or within a reasonable time after completion has been effected and remove such gate and gate posts and the Vendor will if so required by the Purchasers fill in any holes made to effect such removal.

8. If so required the Purchasers shall in their transfer covenant to the following effect:—

The Purchasers for themselves and their assigns hereby for the benefit of the adjoining land being the residue of the land in Certificate of Title Volume 1671 folio 126 after transfer thereof of the subject land but only during the ownership thereof by the Vendor and its assigns other than the Purchasers on sale COVENANT with the Vendor and its assigns that no fence shall be erected on the land hereby transferred to divide it from such adjoining land without the consent of the Vendor or its assigns but such consent shall not be withheld after such fence is erected without expense to the Vendor or its assigns and in favour of any person dealing with the Purchasers or their 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.

9. The Purchasers shall in their transfer covenant to the following effect:—

The transferees for themselves their executors administrators and assigns covenant with the Transferrer its successors and assigns that they will not erect or cause or permit to be erected any main building on the land hereby transferred unless the said building shall be built of brick and/or stone and roofed with tiles and/or slates and shall be of the value and cost of at least eight hundred pounds (£800).

(a) The land to which the benefit of this covenant is appurtenant is the residue of the land in Certificate of Title Volume 1671 folio 126 after the transfer thereof of the land hereby transferred.

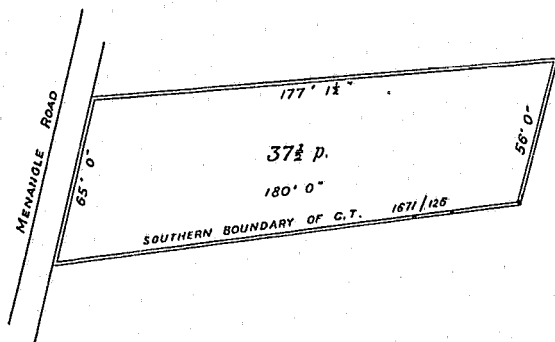
(b) The land which is subject to the burden of this covenant is the land hereby transferred.

(c) The body or persons who or by whose consent this covenant may be released varied or modified are the transferrer and its successors or other the registered proprietor or proprietors for the time being of the residue of the land comprised in the said Certificate of Title after transfer thereof of the land hereby transferred.

10. Notwithstanding anything hereinbefore provided the Purchasers agree to pay the cost of survey of the subject land the costs of and incidental to the application for and the obtaining of the approval of the Council to the subdivision thereof also the Vendor's costs of and incidental to the application for and obtaining of an ordinance of Synod or of the Standing Committee for leave to sell the subject land including all fees and disbursements payable in connection therewith also the costs and fees of and incidental to the obtaining of the new Certificate of Title by the Vendor and also the Vendor's solicitors costs of and incidental to the transfer, such amounts to be paid on or before completion but the total of same not to exceed thirty pounds (£30).

11. Except as herein provided the usual conditions of sale of the Real Estate Institute of New South Wales shall be deemed to be incorporated herein.

PLAN.



In witness whereof the parties hereto have hereunto set their hands the day and year first abovementioned.

Signed on behalf of the Vendor by
 CHARLES RICHARD WALSH
 Secretary of The Church of Eng-
 land Property Trust Diocese of
 Sydney in the presence of

By the said ARTHUR VALENTINE
 MOORE in the presence of
 H. G. MOORE.

A. V. MOORE.

By the said WALTER CHARLES
 FURNER in the presence of
 S. R. ROBBINS,
 Methodist Minister, Camden.

W. C. FURNER.

By the said LEWIS DUESBURY in
 the presence of
 S. R. ROBBINS.

L. DUESBURY.

By the said PERCY CHARLES
 FURNER in the presence of
 S. R. ROBBINS.

F. C. FURNER.

By the said EDWIN JOHN SMART in
the presence of E. J. SMART.
S. R. ROBBINS.

By the said PERCIVAL ERNEST
BUTLER in the presence of F. E. BUTLER.
S. R. ROBBINS.

By the said EDWARD ASHLEY CAR-
RUTHERS in the presence of E. A. CARRUTHERS.
S. R. ROBBINS.

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

HENRY W. F. ROGERS,
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 February, 1934.

C. R. WALSH,
Secretary.

I assent to this Ordinance.

S. J. KIRKBY,
Bishop, Administrator of the Diocese of Sydney.

28th February, 1934.