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*St. Luke's Liverpool Leasing Ordinance 1964*

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No. 17, 1964

AN ORDINANCE to authorise the leasing of certain lands at Liverpool in the Municipality of Liverpool Parish of St. Luke County of Cumberland and to provide for the application of the rents and profits therefrom.

WHEREAS by Crown Grant dated the 19th day of September 1842 registered in the Register of Grants of the United Church of England and Ireland No. 78 Page 19 certain lands containing a total of forty acres as more particularly described in the said Crown Grant were granted to the Right Reverend William Grant Broughton Doctor of Divinity Bishop of Australia or the Bishop of Australia for the time being Thomas Valentine Blomfield Joshua John Moore and Richard Sadlier upon trust for the appropriation thereof as a glebe annexed to the Church of England and Ireland as by law established erected at Liverpool and known as St. Luke's AND WHEREAS the said lands are Church Trust Property vested in the Church of England Property Trust Diocese of Sydney (hereinafter called the Corporate Trustee) upon the aforesaid trusts AND WHEREAS part of the said land was sold by authority of Ordinance No. 9 of 1930 entitled "St. Luke's Liverpool Sale Ordinance 1930" as more particularly recited in "St. Luke's Liverpool Dedication and Leasing Ordinance 1961" AND WHEREAS by authority of this lastmentioned Ordinance part of the said land, namely 3 acres 1 rood and 19½ perches thereof, as more particularly described in the Second Schedule to the lastmentioned Ordinance and as contained in the First Schedule hereto, was leased to Woolworths Limited by a certain lease for the term of thirty (30) years commencing on the 1st day of December 1960 AND WHEREAS it is now proposed to lease the residue of the said land, namely 1 acre 3 roods 34½ perches, as more particularly described in the Second Schedule hereto, for a term of thirty (30) years to Woolworths Limited with an option for renewal for a further period as hereinafter provided AND WHEREAS another part of the residue of the said land containing an area of 1 rood 11½ perches was by resolution of Standing Committee leased to Peter H. Warren Investments Pty. Ltd. for the term of five (5) years from 1st July 1959 with an option of renewal of such lease for a further period of five (5) years.

AND WHEREAS it is desired to extend the term of the lease already granted to Woolworths Limited in respect of the land in the First Schedule hereto so that the term thereof will coincide with

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the term of the lease now proposed to be granted in respect of the land in the Second Schedule hereto including the land referred to in the resolution of Standing Committee aforesaid and for this purpose it is proposed to grant a fresh lease to Woolworths Limited in respect of both parcels of land hereinbefore referred to being the land described in the First and Second Schedules hereto and thereupon to accept a surrender of the said lease of the land in the First Schedule hereto AND WHEREAS by reason of circumstances which have arisen subsequent to the creation of the trusts upon which the said lands are held it is inexpedient to carry out and observe the same to the extent to which the same are hereby varied and it is expedient to vary such trusts in manner hereinafter mentioned and to make the further provisions hereinafter contained NOW the Standing Committee of the Synod of the Diocese of Sydney in the name and place of the said Synod HEREBY ORDAINS AND DIRECTS as follows:—

1. By reason of circumstances which have arisen subsequent to the creation of the trusts upon which the lands described in the said First and Second Schedules are held it is inexpedient to carry out and observe the same to the extent to which such trusts are hereby varied and it is expedient that the land described in the Second Schedule hereto be leased.

2. The Corporate Trustee is hereby authorised to accept a surrender of the lease of the land described in the First Schedule hereto and in consideration thereof to lease the said lands described in the First and Second Schedules hereto for a term not exceeding thirty (30) years with an option to renew for a further term of twenty (20) years subject only to a concurrent lease of part of the said land described in the Second Schedule hereto to Peter H. Warren Investments Pty. Ltd. for a term of five (5) years computed from the first day of July 1959 with a further option of five years and subject to such terms and conditions as may be approved and required by the Corporate Trustee including but not limited to the following:—

- (a) The lessee will forthwith erect a building and improvements for use as a retail store according to the plans and specifications approved by the lessor at a cost of not less than Six hundred thousand dollars (\$600,000) in labour and materials without tenant rights to the lessee in the said buildings improvements.

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- (b) Payment by the lessee of a basic reserved annual rental of Twenty thousand dollars (\$20,000) which shall be subject to reappraisal but by way of increase only at the expiration of the eighth, eighteenth and twenty-eighth years of the term on the basis that such rent shall equal 8.4 per centum of the revised unimproved capital value of the demised lands OR payment by the lessee of an annual rental by way of overage being such proportion of the total of 2½ per centum of the gross annual turnover of all variety merchandise and 1½ per centum of all food and supermarket merchandise sold on or from the demised lands as the unimproved capital value of the demised lands bears to the improved capital value thereof whichever shall be the greater.
- (c) Payment by the lessee of rates land tax insurance and other outgoings or charges on the said lands.
- (d) Premises not to be opened or used for Sunday trading.
- (e) Premises not to be used for the sale of intoxicating liquor of any description.
- (f) Premises to be used only for the purposes of carrying on the business of a retail food market and variety chain store or other business in conformity with the nature of its business conducted in its general chain or stores and for offices staff rooms store rooms and car parks in connection with such business.
- (g) A covenant not to assign transfer demise sublet or part with possession of the demised premises without the consent of the Corporate Trustee.
- (h) Payment by the lessee of costs charges and expenses of and incidental to this Ordinance and the said lease and all the fees payable to Messrs. Jones Lang Wootton & Sons in accordance with the Scale of the Real Estate Institute of New South Wales.
- (i) A covenant to keep in good repair and to deliver up in the same condition at the expiration of the lease.
- (j) A proviso for re-entry on non-payment of rent or non-performance of the covenants and conditions.

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- (k) A covenant by the lessor with the lessee for quiet enjoyment.
  - (l) A covenant by the lessor with the lessee for the right of the lessee to remove at the expiration of the term or within a reasonable term thereafter plant machinery utensils shelving counters and other things in the nature of trade or tenants fixtures with the proviso to make good any damage occasioned in such removal.
  - (m) Such other covenants and conditions as may be approved and required by the Corporate Trustee.
3. The Corporate Trustee shall apply the rents to be paid in respect of the said lease as follows:—
- (a) In repayment to the Churchwardens for the time being of the Parish of St. Luke Liverpool of so much of the annual Diocesan General and Special Purposes Assessments paid or payable by the said Parish as is applicable to the rental arising from such lease.
  - (b) In respect of fifteen per centum (15%) of the annual balance of such rent to the Churchwardens for the time being of the Parish of St. Luke Liverpool to be applied in such manner and for such purpose as the said Parish Council of the said Parish may determine.
  - (c) In respect of such annual amount being not more than five per centum (5%) of the annual balance of such rent, to the Churchwardens for the time being of the Parish of St. Luke Liverpool to be applied by them for payment towards such extra-parochial purposes as shall be decided by resolution of the Parish Council of the said Parish.
  - (d) In respect of such annual amount being not more than five per centum (5%) of the annual balance of such rent for payment towards such extra parochial purposes as shall be decided by resolution of the Standing Committee.
  - (e) In respect of the sum of Two thousand dollars (\$2,000) of the annual balance of such rent to the Churchwardens for the time being of the Parish of St. Luke Liverpool to be applied or appropriated to a special account for application by them towards restoration and repair of the Church of St. Luke, Liverpool.

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- (f) In respect of the balance of such rental to the Churchwardens for the time being of the Parish of St. Luke Liverpool to be applied by them towards such capital expenditure in the Parish of St. Luke Liverpool as the Parish Council of such Parish may determine.
- (g) PROVIDED THAT should the Parish of St. Luke Liverpool be sub-divided by the formation of any new Provisional District, Provisional Parish or Parish during the currency of the said lease some part of the said rental shall be allocated to such Provisional District, Provisional Parish or Parish in such manner as the Parish Council of the Parish of St. Luke Liverpool and the Standing Committee may by Ordinance determine.

4. This Ordinance may be cited as "St. Luke's Liverpool Leasing Ordinance 1964".

THE FIRST SCHEDULE HEREINBEFORE REFERRED TO

ALL THAT piece of land containing 3 acres 1 rood 19¼ perches being part of Section 38 of the Town of Liverpool and being Lot A on plan signed by Mr. Surveyor W. R. Hardy dated 4/11/60 situated in the Municipality of Liverpool Parish of St. Luke County of Cumberland and State of New South Wales COMMENCING at a point on the South Eastern alignment of Northumberland Street bearing 188 degrees 53 minutes and distant 30' 0" from the intersection of the South Eastern alignment of Northumberland Street with the South Western alignment of Campbell Street and bounded thence on the North West by part of the South Eastern alignment of Northumberland Street as widened being lines bearing 23 degrees 53 minutes 30 seconds for 15' 6¼", 53 degrees 54 minutes 30 seconds for 15' 6¼" and 83 degrees 55 minutes 30 seconds for 15' 6¼" to the South Western alignment of Campbell Street thence on the North East by part of the South Western alignment of that Street being a line bearing 98 degrees 56 minutes for 234' 4¼" thence on the North East by part of the South Western alignment of Hume Highway as widened being lines bearing 113 degrees 54 minutes for 15' 6¼" 143 degrees 50 minutes 20 seconds for 15' 6¼" and 173 degrees 46 minutes 20 seconds for 15' 6¼" to the North Western alignment of Hume Highway thence on the South East by part of the North Western alignment of Hume Highway being a line

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bearing 188 degrees 44 minutes 30 seconds for 475' 10½" thence on the South West by the North Eastern boundary of Lot B on above mentioned plan dated 4/11/60 being a fenced line bearing 281 degrees 14 minutes 40 seconds for 295' 10½" to the South Eastern alignment of Northumberland Street and thence on the North West by part of the South Eastern alignment of that Street being a line bearing 8 degrees 53 minutes for 463' 11½" to the point of commencement.

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO

ALL THAT piece or parcel of land containing approximately 1 acre 3 roods 34¼ perches having a frontage of about 296' 4¼" to Elizabeth Street less the splayed corners by a depth on the East along the Hume Highway of about 295' 11" less the splayed corner and on the West along Northumberland Street of about 296' 6¼" less the splayed corner with a rear width of about 295' 10½" being Lot B in a plan of subdivision of Section 38 of the Town of Liverpool signed by Mr. Surveyor W. R. Hardy dated 4/11/60.

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

H. G. S. BEGBIE,  
Deputy Chairman of Committees.

I CERTIFY that this Ordinance was passed by the Standing Committee of the Synod of the Diocese of Sydney on the 29th day of June 1964.

W. L. J. HUTCHISON,  
Secretary.

I ASSENT to this Ordinance.

HUGH SYDNEY,  
Archbishop of Sydney.

7/7/1964.