

## SAINT ANDREW'S CHURCH AND SCHOOL PROPERTY ACT.

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An Act to enable the Church of England Property Trust, Diocese of Sydney, as trustee of certain parcels of land situate in the parish of Saint Lawrence, in the City of Sydney, held with other property upon certain trusts connected with the Church of England in the Diocese of Sydney, to sell the freehold reversion expectant upon a lease for a period of fifty years computed from the first day of July, one thousand eight hundred and ninety-six, of and in portion of the said land; to provide for the application of the proceeds thereof; and for other purposes in connection with the premises. [Assented to, 19th April, 1916.] George V.

**W**HEREAS the congregation attending in Saint Andrew's temporary Cathedral in Sydney, in the State of New South Wales, in the year one thousand eight hundred and sixty-six, with the consent of the then Bishop of Sydney, raised certain sums of money as subscriptions for the purpose of erecting a church to be called the New Church of Saint Andrew: And whereas Robert Chadwick, George Fox, Alexander Haywood Richardson, George Kenyon, and George Watts were duly elected trustees for carrying out the purposes for which the said moneys were raised: And whereas portion of the said moneys was applied in the purchase of Preamble.

George V. of a piece of land in Pitt-street, Sydney, aforesaid, now comprised in certificate of title under the provisions of the Real Property Act, dated the thirtieth day of April, one thousand eight hundred and sixty-nine, registered volume eighty-four, folio one hundred and fifty-six: And whereas subsequently to the purchase of the said piece of land and while the proposed church building was in course of erection the then Bishop of Sydney deemed it expedient to withdraw the consent so given as aforesaid and refused to consecrate the said building as a church: And whereas, in view of such refusal, the subscribers to the moneys so raised as aforesaid, by resolution at a public meeting duly called by advertisement, resolved that the said moneys should be appropriated for the purpose of erecting schools for the parish of Saint Andrew in connection with the Established Church of England and Ireland: And thereupon the said Alexander Haywood Richardson, George Kenyon, and George Watts resigned their respective offices as trustees, and Charles Moore, Charles Bown, and Thomas Frederick Thompson were duly elected as trustees in their place: And whereas in accordance with the said trust the residue of the said moneys was expended partly in the completion of the said building as a school house and partly towards the purchase of a piece of land originally intended and for some time used as a playground in connection with the said school house, which said piece of land is now comprised in certificate of title, dated the fourteenth day of November, one thousand eight hundred and seventy, registered as volume one hundred and ten, folio one hundred and thirty-four: And whereas inasmuch as the residue of the said moneys was insufficient to pay the whole of the purchase money for the said last mentioned piece of land, the balance of such purchase money was raised on mortgage of the said land, which mortgage was subsequently paid off partly by subscriptions collected by the said Robert Chadwick personally, and partly by moneys supplied by him and his co-trustees out of their own private moneys: And whereas for many years the said school house and playground were used as a denominational school for the parish of Saint Andrew, but such school, although at first of great benefit to the  
parish,

parish, eventually ceased to exist for want of support, and the said school house has since been let at a nominal rental for the purposes of a choir school in connection with Saint Andrew's Cathedral: And whereas in or about the year one thousand eight hundred and eighty-six, it being found that the revenue arising from the said school house and playground was insufficient to pay the municipal rates and other outgoings, and to make necessary repairs to the said school house, a large portion of the land comprised in the said certificate of title, registered volume one hundred and ten, folio one hundred and thirty-four, was let to the Australian Property Investment Company, Limited, and upon the said company going into liquidation the said portion of land was on the thirty-first day of July, one thousand eight hundred and ninety-six, let on building lease to John Danks and Son, Limited, for the term of fifty years from the first day of July, one thousand eight hundred and ninety-six, at a yearly rental of two hundred and seventy-five pounds, payable quarterly: And whereas owing to the resignation of the said George Fox and the death of the said Charles Moore, the said lands and hereditaments became vested in the said Robert Chadwick, Charles Bown, and Thomas Frederick Thompson as joint tenants: And whereas by reason of circumstances which occurred after the creation of the trusts upon which the said moneys and lands and certain accumulated income therefrom were held, it was in the opinion of the Synod of the Diocese of Sydney inexpedient to carry out or observe the particular purposes to which the said property was by the said trust devoted, and the Synod of the said Diocese by ordinance known as "Saint Andrew's Church and School Property Ordinance of 1904," made and recorded in the office of the Master in Equity under and in pursuance of the provisions of the "Church of England Property Act of 1889," directed that the said property should thereafter be held upon trust for evangelistic mission work, and for parochial and educational purposes in connection with the Church of England in the Ecclesiastical District of Saint Andrew, Sydney, according to evangelical principles, and also directed that the whole or any portion of the said property might be demised as therein provided, and  
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**George V.** by the said ordinance it was also provided that the income of the said property might be applied for all or any of the purposes hereinafter expressed: And whereas the said property is now vested in the Church of England Property Trust, Diocese of Sydney, upon the trust aforesaid and subject to the hereinbefore recited lease: And whereas it is expedient that the freehold reversion expectant upon the said lease of and in the said portion of land should be sold to John Danks and Son Proprietary, Limited, and that the conditional contract for sale hereinafter referred to should be carried into effect: And whereas it is anticipated that the income to arise from the said proceeds of sale will largely exceed the said yearly rental of two hundred and seventy-five pounds: And whereas it is in the opinion of the synod of the said diocese impossible or inexpedient to apply more than the sum of three hundred pounds per annum for the work and purposes aforesaid: And whereas it is expedient that the proceeds to arise from such sale should, with the remainder of the said property, be held upon the trusts and the income therefrom applied as hereinafter provided: Be it therefore enacted by the King's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and Legislative Assembly of New South Wales in Parliament assembled, and by the authority of the same, as follows:—

Authority to carry contract for sale into effect.

**1.** It shall be lawful for the Church of England Property Trust, Diocese of Sydney, to carry into effect the contract for sale a copy whereof is contained in the Schedule hereto, and to transfer and assure the freehold reversion of and in the parcel of land comprised in the said contract to John Danks and Son Proprietary, Limited, the purchaser therein named, or as such purchaser shall direct, freed and discharged from all trusts affecting the same and to receive the purchase money thereof. And the receipt under the seal of the Church of England Property Trust, Diocese of Sydney, for the said purchase money shall be an effectual discharge to the said purchaser and shall exonerate the said purchaser from seeing to the application of the said purchase money and from all liability in respect of the misapplication or non-application thereof.

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**2.** It shall be lawful for the Church of England **George V.** Property Trust, Diocese of Sydney, to allow a balance of the said purchase money, amounting to twelve thousand pounds to remain secured upon mortgage in pursuance of the provisions in that behalf of the said contract for sale.

Authority to allow balance of purchase money to remain secured on mortgage.

**3.** The Church of England Property Trust, Diocese of Sydney, may, with the consents of the chapter of Saint Andrew's Cathedral, Sydney, and the Standing Committee of the Diocese of Sydney, expend a sum not exceeding four thousand pounds in or towards the enlargement of the chapter house attached to the said cathedral or in or towards providing a church house and synod hall on the site of the deanery.

Authority to expend part of purchase money in enlargement of chapter house.

**4.** Subject as aforesaid, the Church of England Property Trust, Diocese of Sydney, shall hold the said purchase money and the securities representing the same together with the said remainder of the said property upon trust for evangelistic mission work and for parochial and educational purposes in connection with the Church of England in the Ecclesiastical District of Saint Andrew, Sydney, according to evangelical principles.

Trust on which purchase moneys to be held.

**5.** It shall be lawful for the Church of England Property Trust, Diocese of Sydney, or other the trustees for the time being of the said purchase money, securities, and property to invest any moneys representing the same in the purchase of freehold messuages, lands, or hereditaments in the State of New South Wales or in or upon any stocks, funds, or securities of or guaranteed by the Government of the Commonwealth of Australia or of or guaranteed by the Government of any of the States of the said Commonwealth or of or guaranteed by the Government of New Zealand or on mortgage of freehold properties in any part of New South Wales, with power to vary any such investments for any other or others of them, and pending such investments to deposit the same at interest with the Savings Bank of New South Wales, or with any Government Savings Bank, or with any joint stock company carrying on the business of bankers in Sydney.

Investments authorised for purchase money.

**6.**

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**George V.**  
Application  
of income.

**6.** It shall be lawful for the Church of England Property Trust, Diocese of Sydney, or other the trustees for the time being of the said purchase money, securities, and property, to apply the income therefrom in the manner following—that is to say, as to the sum of three hundred pounds per annum thereof in furtherance or in aid of evangelistic mission work, and for parochial and educational purposes in connection with the Church of England in the Ecclesiastical District of Saint Andrew, Sydney, and as to the balance of the said income in such manner as the Synod of the Diocese of Sydney may by ordinance from time to time determine.

Short title.

**7.** This Act may be cited as “Saint Andrew's Church and School Property Act, 1916.”

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THE SCHEDULE.

This contract made the 20th day of January, 1915, between Church of England Property Trust, Diocese of Sydney (hereinafter called “the vendor”), of the one part, and John Danks and Son Proprietary, Limited, a company registered under the Victorian Companies Acts, and having its registered office in 391 Bourke-street, Melbourne (hereinafter called “purchaser”), of the other part, whereby it is mutually agreed as follows :—

1. Subject to an ordinance of Synod or of an Act of Parliament being obtained as hereinafter mentioned, the vendor agrees to sell and the purchaser agrees to purchase the freehold reversion of and in all that parcel of land described in the Schedule hereto.

2. The purchase money shall be the sum of £15,000, of which £1,000 shall be paid to the vendor as a deposit on the signing hereof and the balance in cash on completion.

3. If the purchaser so desires and of such desire gives notice in writing to the vendor or its solicitors prior to completion and upon such completion pays a further sum of £2,000, the balance of such purchase money, namely, £12,000, may remain secured upon a mortgage to be prepared at the expense in all things of the purchaser by the vendor's solicitors, Messrs. Norton, Smith, and Co., in a form to be approved of by the latter for a period of three years, computed from the date of this contract, together with interest at the rate of £6 per centum per annum, reducible to £5 per centum per annum upon punctual payment, such interest to be computed from the date of such completion.

4. An application shall be made by the vendor to the next session of Synod for an ordinance sanctioning the said sale, and/or to the Legislature of the said State for an Act enabling the said sale to be effectuated,

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effectuated, and in case such ordinance and/or Act is not obtained, **George V,** sanctioning the sale hereby made, either in its present terms or with such variations as may be assented to by both parties, this contract shall be void.

5. The auctioneer's commission and all costs and expenses of every description whatsoever incurred in connection with an application to and the obtaining of the said ordinance and/or Act of Parliament, shall be borne by the purchaser, irrespective of whether the sale hereby made is sanctioned or not; and in the event of the said sale not being sanctioned, the vendor shall before returning the deposit to the purchaser be entitled to deduct therefrom all such costs and expenses as aforesaid, as well as the commission payable to Richardson and Wrench, Limited, in respect of such sale.

6. The sale is made subject to an existing lease granted to John Danks and Son, Limited, on the 31st day of July, 1896, for a period of 50 years computed from the 1st day of July, 1896, at the yearly rent of £275, and the purchaser shall be deemed to buy with full knowledge of the contents of such lease, which may be inspected prior to the signing thereof at the office of Messrs. Norton, Smith, and Co., solicitors for the vendor, and no requisition, claim, or demand shall be made in respect thereof, or of anything therein contained.

7. In the event of the term granted by the lease specified in the last preceding clause being now vested in the purchaser this contract shall not be deemed to merge the said term in the freehold reversion, the intention of the parties hereto being that such lease shall continue in full force and effect until the completion of the sale and purchase hereby made.

8. The purchaser or its predecessor in title having erected the buildings now upon the said land the purchaser shall not be entitled to make any requisition, claim, or demand in respect of any discrepancies between the boundaries and dimensions as given in the description in the Schedule hereto, and the boundaries and dimensions as occupied or in respect of any encroachments.

9. The purchaser shall pay the fees of the surveyors of the vendor in respect of making any survey or preparing any plan that may be necessary in connection with the said sale.

10. Except and without prejudice to the provisions hereinbefore contained, the printed form of conditions of sale of Richardson and Wrench, Limited, applicable to a sale by private treaty of freehold lands held under the provisions of the Real Property Act shall be deemed incorporated in and to form part of this contract.

As witness the execution of the parties hereto on the day and year first above mentioned.

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### THE SCHEDULE HEREINBEFORE REFERRED TO.

All that parcel of land situate in the parish of St. Lawrence, in the city of Sydney, in the county of Cumberland, in the State of New South Wales, containing by admeasurement 1 rood 1 $\frac{8}{10}$  perch, being part of allotment 21 of section 14 of the city of Sydney: Commencing at a point on the eastern building line of Pitt-street 191 feet 8 $\frac{1}{2}$  inches

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**George V,** northerly (north 5 degrees west) of the intersection thereof with the building of the north side of Liverpool-street; and bounded on the west by part of the east building line of Pitt-street bearing north 5 degrees west 99 feet  $10\frac{3}{4}$  inches to the north-west corner of an 18 inches brick wall; on the north by the north side of the said brick wall separating it from other part of allotment 21, now occupied as St. Andrew's Church School, bearing north 86 degrees 20 minutes east 116 feet  $2\frac{6}{8}$  inches; on the east by a line dividing it from part of the west boundary line of allotment 7 and the west boundary lines of allotments 6 and 5, the properties of Messrs. West, Fry, and others, bearing south 3 degrees 32 minutes east 100 feet to the north-western corner of an old stone wall; and on the south by buildings by lines bearing respectively south 86 degrees 31 minutes west, 63 feet 8 inches, and south 86 degrees 14 minutes west, 50 feet and  $\frac{1}{4}$  inch to the point of commencement,—be the said several dimensions a little more or less, being part of the land comprised in certificate of title dated 14th November, 1870, registered volume cx, folio 134.

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