

*Liverpool Land Leasing.*

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AN ORDINANCE to authorise the leasing of certain land situated at Liverpool, in the County of Cumberland, and to provide for the application of the rents and profits thereof.

*(Assented to 5 October, 1900.)*

WHEREAS by Crown Grant bearing date the twenty-fifth day of March, in the year of our Lord one thousand eight hundred and seventy-five, under the hand of Sir Hercules George Robert Robinson, then Governor of the Colony of New South Wales, the land set out and described in the Schedule hereto was granted unto Richard Sadleir, Commander Royal Navy, George Robert Johnston, and Robert Graham their heirs and assigns for ever, upon trust, for the erection thereon of a School-House in connection with the United Church of England and Ireland as by law established. And whereas by deed of consent bearing date the twenty-fifth day of January, in the year of our Lord one thousand eight hundred and eighty-four, executed in pursuance of the "Church of England Trust Property Incorporation Act 1881," the said Richard Sadleir, George Robert Johnston, and Robert Graham as such trustees as aforesaid did consent that the said piece or parcel of land should thenceforth become and be vested in the corporate body known as the "Church of England Property Trust Diocese of Sydney" their successors and assigns, subject to the trust in the aforesaid Grant expressed and contained. And whereas the position of the said land has been found to be unsuitable for the purpose for which it was granted and a School House in connection with the said United Church of England and Ireland has been erected upon other land more suitably situated. 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

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good government of the United Church of England and Ireland (now known as and designated "The Church of England") within the Colony 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. By reason of circumstances which have occurred since the creation of the said recited trusts, it has become inexpedient to carry out or observe the particular purpose or purposes to which the said lands set out in the Schedule hereto are by the said trusts devoted. And it has become expedient to let the said land on building or occupation leases for the purpose of obtaining income therefrom, to be applied in furtherance or aid of such substituted purposes as are hereinafter contained and set forth.

2. The whole or any portion or portions of the said land described in the Schedule hereto may be demised or leased freed from the trust aforesaid to any person or persons, corporation or corporations, either for the purpose of building thereon or of renewing or repairing any existing buildings thereon or otherwise improving the same, or for the purposes of occupation or other suitable purpose. Provided that the term of any such lease or leases shall not exceed fifty years, to take effect in possession at such rent or rents and upon and subject to such terms, covenants and conditions as the said Church of England Property Trust Diocese of Sydney their successors and assigns may deem expedient, but so as there be reserved in every such lease or leases the best rent that can reasonably be obtained for the same having regard to the nature of the covenants entered into by the Lessee without any fine or premium for the making thereof, and so as there be contained in every such lease a covenant on the part of every Lessee, his executors, administrators, and as-

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signs that he and they shall not use or cause or permit to be used the demised premises or any part or parts thereof for the purposes of carrying on the trade or business of a publican, distiller, brewer, or seller of wines, ales, beers, or spirituous liquors, or any dangerous, noxious or offensive trade whatsoever. And also that every and any such Lessee, his executors, administrators or assigns shall not use or cause or permit to be used the demised premises for Sunday trade in any form. And every such lease shall contain a condition for re-entry by the Lessor or Lessors, in the event of any default being made in payment of rent by the Lessee or Lessees at the times and in manner provided by such lease, or in the event of the breach, non-performance or non-observance of any of the covenants and conditions therein contained, and so as the Lessee or Lessees do execute a counterpart of every such lease and do covenant for payment of the rent thereby reserved. Provided always that any portion or portions of the said land may be demised or leased otherwise than upon building lease and for a term or separate terms, not exceeding five years upon the Lessee executing such lease and entering into such covenants as the said Church of England Property Trust Diocese of Sydney shall having regard to the circumstances deem sufficient.

3. The said Church of England Property Trust Diocese of Sydney its agent or attorney is hereby appointed to receive from the Lessee or Lessees the rents and profits payable under or derivable from any such lease or leases as aforesaid and shall apply the same (after payment thereof of the expenses of and incidental to this Ordinance and the said lease or leases) in the first place in or towards the maintenance, repair and improvement of the School House and Dwelling now erected upon the said land should it be deemed desirable

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to maintain the same, and in the second place in or towards the maintenance, repair and improvement of the School House erected upon land adjoining Saint Luke's Church of England at Liverpool, in the Colony of New South Wales, and now used in substitution for that next hereinbefore mentioned, and in the third place in or towards the maintenance of a Parochial Day School should such a School at any time be established, and shall pay any moneys not so required in any one year to be applied as aforesaid to the Rector and Churchwardens for the time being of the said Church, to be applied by them for such general purposes in connection with the said Church and Parish as they or a majority of them shall deem expedient.

4. This Ordinance shall be styled and cited as the "Saint Luke's Liverpool Lands Leasing Ordinance of 1900."

#### THE SCHEDULE.

All that piece or parcel of land in our said territory containing by admeasurement three acres, two roods, and eleven perches, be the same more or less, situated in the County of Cumberland and Parish of Saint Luke at Liverpool, commencing at the intersection of the Western side of Bigges Street with the Northern side of Moore Street, and bounded thence on the East by Bigges Street bearing Northerly six chains, on the North by part of the Southern boundary of Charles Smith's, in trust for Hatfields, one acre, thirty-four perches, bearing Westerly five chains and ninety-three links on the West by the Eastern boundary of the appropriation for Municipal Council of one acre, one rood, twenty perches, bearing Southerly six chains and three links, and on the South by Moore Street bearing Easterly five chains and ninety-eight links to the point of commencement.