

*St. James', Sydney, Parsonage Leasing.*

211913

AN ORDINANCE to authorise the acceptance of a surrender of a lease of certain land situated in Macquarie and King Streets Sydney in the County of Cumberland and to further lease the same and for other purposes hereinafter mentioned such land being more particularly described in the Schedule hereto and to provide for the application of the proceeds thereof.

(Assented to 24th November, 1913.)

WHEREAS by a deed of grant dated the fourteenth day of June one thousand eight hundred and forty-five certain lands were granted to Trustees upon trust for the appropriation thereof as a dwelling house for the Clergyman duly appointed to officiate in the Church of Saint James in the City of Sydney AND WHEREAS a dwelling house was afterwards erected on the said lands in pursuance of the said trust AND WHEREAS by an Act of Parliament passed in the fifty-first year of the reign of Her Majesty Queen Victoria entitled the Saint James' Parsonage Land Leasing Act the Trustees for the time being of the said lands which are fully described in the said Act were authorised to grant leases of the said lands as therein mentioned AND WHEREAS in pursuance of the said Act the said lands were let on building lease to the Sydney Permanent Freehold Land and Building Society (hereinafter designated the said Society) for the term of forty years from the first day of July one thousand eight hundred and eighty-nine at a rent of one thousand six hundred pounds per annum. AND WHEREAS subsequently the said Society found itself unable to pay the full rent of one thousand six hundred pounds and applications were made from time to time to the Supreme Court of New South Wales in Equity by the Trustees for the time being of the said lands to justify them in accepting a reduced annual rental the last order sanctioning a reduction being dated the first day of March one thousand nine hundred and twelve and which order set out *inter alia* that the Trustees for the time being would be justified in accepting from the said Society the reduced annual rental of one thousand two hundred pounds in lieu of the rental of one thousand six hundred pounds for a period of five years from the first day of January one thousand nine hundred and twelve AND WHEREAS by an

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Indenture of Assignment of leaseholds dated the second day of October one thousand nine hundred and twelve the said Society assigned its lease to the Queen's Club Limited AND WHEREAS on the second day of December one thousand nine hundred and twelve the Trustees for the time being of the said lands consented in writing to such assignment but without prejudice to their rights and remedies against the said Society for the payment of the rent and the performance of the covenants reserved and contained in the said lease AND WHEREAS by an Act of Parliament passed in the fifth year of the reign of His Majesty King George the fifth entitled "The St. James' Parsonage Act" 1912 it was enacted that (subject to the preceding provisions of the said Act) (*inter alia*) the old Parsonage site being the lands comprised in the said lease should be deemed to be held upon express trust for the use and benefit of the Church of England within the meaning of the Sydney Bishopric and Church Property Act 1887 and the Church of England Property Act of 1889 and might be dealt with under and in accordance with the provisions of the said Acts or either of them or any Act or Acts amending or taking the place of the same or applicable to the property aforesaid or any part thereof in all respects as the Synod of the Diocese of Sydney then was or thereafter should be empowered to do in relation to any other property held for the use and benefit of the Church of England in the Diocese of Sydney and the management of which is not specially provided for by Act of Parliament Provided that if and when the said Synod should not be in session the powers and functions of the said Synod with respect to the premises might be exercised by the Standing Committee of the said Synod with the sanction of the Archbishop of Sydney AND WHEREAS by Sub-section B Section 9 of the said Act it was further enacted *inter alia* that the powers of the Synod to direct dealings with respect to the said old Parsonage site under the Sydney Bishopric and Church Property Act 1887 and the Church of England Property Act of 1889 should be deemed to include a power to authorise the acceptance of the surrender of any lease and the granting of leases to commence at a future date AND WHEREAS the Queen's Club Limited has applied to the Trustees of the said land to surrender the old lease and grant a new lease for the term of twenty-five years from the first day of January one thousand nine hundred and

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fourteen at a rental of one thousand two hundred pounds per annum until the thirtieth day of December one thousand nine hundred and sixteen and thereafter until the thirtieth day of December one thousand nine hundred and twenty-nine at a rental of one thousand six hundred pounds per annum and thereafter for the balance of the lease at a rental of one thousand seven hundred pounds per annum AND WHEREAS it is expedient to surrender the old lease and lease the said land which said land is more particularly described in the Schedule hereto to the Queen's Club Limited in manner hereinafter expressed AND WHEREAS there is no Parochial Council of the said Church of St. James AND WHEREAS the Incumbent and Churchwardens of the Church of St. James have in writing consented to this Ordinance AND WHEREAS the Synod of the Diocese of Sydney is not now in session NOW the Standing Committee of 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 Church of England within the State of New South Wales and of all powers vested in the said Synod by the "Church of England Property Act of 1880" and the "Saint James' Parsonage Act of 1912" or otherwise ordains directs and rules as follows:—

1. The Trustees for the time being of the said lands are hereby authorised to accept the surrender of the present lease upon the lease to the Queen's Club Limited being entered into in manner hereinafter provided.

2. The land buildings and appurtenances described in the Schedule hereto may at any time hereafter be demised or leased to the Queen's Club Limited and its assigns for the term of twenty-five years from the first day of January one thousand nine hundred and fourteen at the rental of one thousand two hundred pounds per annum for the first two years ending the thirty-first day of December one thousand nine hundred and sixteen and thereafter at the rental of one thousand six hundred pounds per annum until the thirtieth day of December one thousand nine hundred and twenty-nine and for the balance of the term at the rental of one thousand seven hundred pounds per annum upon the subject to such terms covenants and conditions as the Trustees for the time being of the said land

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shall deem proper and as shall be approved of by or on behalf of the Standing Committee of which approval the certificate of the Archbishop shall be conclusive evidence and so as there be contained in such lease a covenant on the part of the lessee and its assign that it 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 wine ale or beer seller or spirituous liquors or any dangerous noxious or offensive trade or business whatsoever And also that every and any such lessee and its assigns shall not use or cause or permit to be used the demised premises for Sunday trade in any form. Provided however that nothing contained in the said lease shall prevent the demised premises from being used as a Club.

And every such lease shall contain a condition for re-entry by the lessor or lessors for non-payment of rent by the lessee or lessees within a reasonable time to be therein specified or a breach or non-performance of any of the covenants therein contained and so as the lessee do execute a counterpart and do thereby covenant for payment of the rent thereby reserved.

3. The rents profits and income payable under or derivable from the said lease of the land in the Schedule hereto shall be applied by the Trustees for the time being of the said land after payment thereof of the expenses of and incidental to this Ordinance and to the said lease in pursuance of Section 5 of the "St. James' Parsonage Act 1912."

4. This Ordinance shall be styled and cited as the "St. James' Parsonage Leasing Ordinance of 1913."

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THE SCHEDULE REFERRED TO.

All that piece or parcel of land in the State of New South Wales containing by admeasurement twenty-four perches be the same more or less situated in the County of Cumberland and Parish of Saint James City of Sydney part of allotment number one of section number forty-one commencing at the South-East corner of allotment number thirty-six bounded on the South by

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one hundred and fifteen feet six inches of the North side of King Street bearing East three degrees North (this line is parallel to and distant from the curb stone twelve feet) on the East by fifty-five feet five inches of the West side of Macquarie Street bearing North three degrees fifteen minutes West (this line is parallel to and distant from the curb stone twelve feet) on the North by the Southern boundary of Government land being a line bearing West four degrees thirty minutes South one hundred and twelve feet ten inches on the West by the Eastern boundary of allotment number thirty-six being a line bearing South thirty minutes West fifty-two feet nine inches to the South-East corner of allotment number thirty-six aforesaid.

