
St. Stephen's Kurrajong Sale Ordinance 1939.

No. 24, 1939.

AN ORDINANCE to authorise the sale of certain land situate at Kurrajong and to provide for the application of the proceeds thereof.

WHEREAS by Land Grant dated the Third day of December One thousand nine hundred and twenty-six registered Volume 3964 Folio 16 the Church of England Property Trust Diocese of Sydney (hereinafter referred to as "the Corporate Trustees") is the registered proprietor in fee simple of ALL THAT parcel of land containing by admeasurement one acre situate in the Parish of Kurrajong County of Cook and State of New South Wales having a frontage to the north eastern side of a road leading from Kurrajong to Richmond and a frontage to the south eastern side of a road leading from Kurrajong to Wilberforce and being portion Two hundred and eighty-four AND WHEREAS the said land is Church Trust property and held for the use and on behalf of the Church of England in the Parish of St. Stephen at Kurrajong AND WHEREAS the trusts of the said land have not been declared in writing AND WHEREAS by reason of circumstances subsequent to the creation of the trusts of the said land it has become expedient to sell the same and to apply the proceeds in manner hereinafter appearing Now the Standing Committee of the Synod of the Diocese of Sydney in the name and place of the said Synod Ordains and Declares as follows:—

1. By reason of circumstances subsequent to the creation of the hereinbefore recited trusts it is expedient to sell the said land.

2. The said land may be sold by the Corporate Trustees under and in pursuance of the provisional Contract of Sale set out in the Schedule hereto freed from such trusts as aforesaid or failing the said provisional Contract of Sale the Corporate Trustees are hereby empowered to sell the said land or any portion or portions thereof at any time hereafter and from time to time by public auction or private contract either in one lot or several lots at such price or prices and upon such terms and conditions as the Corporate Trustees may deem expedient free from such trusts as aforesaid.

3. The Corporate Trustees shall execute the transfer or transfers necessary for the purpose of carrying any such sale or sales as aforesaid into effect.

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4. The proceeds of any such sale or sales shall stand charged with the payment of all outgoing properly chargeable against the said land and all costs charges or expenses of and incidental to this Ordinance and the said sale or sales and subject thereto the balance shall be paid to the Rector and Church Wardens for the time being of the Church of St. Stephen at Kurrajong (whose receipt shall be a sufficient discharge therefor) to be used by them as parochial church funds within the meaning of the Sydney Church Ordinance 1912 or any ordinance amending or taking the place of the same.

5. This Ordinance may be styled or cited as St. Stephen's Kurrajong Sale Ordinance 1939.

THE SCHEDULE.

Conditions and Terms of Sale for the undermentioned property sold by Private Contract on the second day of September 1939 by the Church of England Property Trust Diocese of Sydney.

Particulars: Vacant land being ALL THAT piece or parcel of land in the State of New South Wales containing by admeasurement one acre the same more or less situate in the County of Cook Parish of Kurrajong being Portion No. 284 COMMENCING on the North Eastern side of the road from Kurrajong to Richmond at the most Southerly Western corner of Portion two hundred and fifty four of twenty eight acres two roods ten perches and bounded thence on the South West by that road bearing North forty six degrees fifty nine minutes West one chain twenty three links and eight tenths of a link and North sixty four degrees thirty two minutes West two chains thirty one links and four tenths of a link on the North West by the road seventy five links wide to Wilberforce dividing this land from portion two hundred and forty-seven of twenty nine acres twenty perches and bearing North sixty degrees fifty three minutes East four chains twenty seven links on the north east by a South Western boundary of portion two hundred and fifty four aforesaid bearing South twenty nine degrees seven minutes East three chains six links and four tenths of a link and on the South East by a North Western boundary of portion two hundred and fifty four bearing South Sixty degrees fifty three minutes West two chains fifty four links and nine tenths of a link to the point of commencement and being the whole of the land comprised in Land Grant Volume 3964 Folio 16.

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(Then follow conditions approved by the Real Estate Institute of New South Wales with provision for adjustments of rents profits rates taxes and outgoings to be adjusted on completion.)

SPECIAL CONDITIONS.

1. This Contract is made subject to the passing of an Ordinance under the provisions of the "Church of England Trust Property Act 1917" by the Synod of the Diocese of Sydney or during recess of the said Synod by the Standing Committee of Synod authorising the sale of the subject land and to the approval of this Contract by the Church of England Property Trust Diocese of Sydney, such leave to sell and approval to be obtained by the Vendor at his own expense who shall notify the purchaser same has been obtained and this Contract shall thereupon be completed.

2. If such authority to sell and approval be not obtained on or before the Thirtieth day of November next (or such further period or periods as may be agreed upon by the Vendor and purchaser) the Vendor shall if requested by the Purchaser rescind this Contract and return the deposit to the purchaser and thereupon neither party hereunder shall have any claim whatsoever upon the other party hereto.

TERMS OF SALE.

Upon signing the Contract the Purchaser shall pay into the hands of Messrs. Whitehead Ferranti & Green, the Vendor's Solicitors a cheque for a deposit of Five pounds (£5) of the whole amount of the purchase money, and the balance of purchase money shall be paid to the Vendor as follows: on completion of Transfer.

CONTRACT FOR SALE.

Subject to and upon the preceding Conditions and Terms of Sale I OSWALD JOHNSON ARMSTRONG purchase the land hereinbefore described for the sum of Forty pounds (£40) and the Vendor sells the same.

DATED this 2nd day of September One thousand nine hundred and thirty nine

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|----------------|-----|---|---|
| Purchase Money | £40 | 0 | 0 |
| Deposit | £ 5 | 0 | 0 |
| Balance | £35 | 0 | 0 |

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| | Signature of Purchaser | O. J. Armstrong |
| | Occupation | Orchardist |
| | Address | Kurmond |
| Signature of Vendor | For and on behalf of Church of England Property Trust Diocese of Sydney | H. V. Archinal, Secretary. |
| Vendor's Solicitors | Whitehead Ferranti & Green | |
| Purchaser's Solicitor | | |

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

W. J. G. MANN,

Acting Chairman of Committees.

I certify that this Ordinance was passed by the Standing Committee of the Synod of the Diocese of Sydney this Eighteenth day of December, 1939.

H. V. ARCHINAL,

Diocesan Secretary.

I assent to this Ordinance.

HOWARD SYDNEY.

20th December, 1939.