

*St. Philip's Sydney Leasing.*

12/1917

AN ORDINANCE to approve of a Lease of a certain piece or parcel of land situate in the City of Sydney and Parish of St. Philip originally acquired for a site for a Parsonage in the said Parish of St. Philip and to consent to the application of the income to be derived thereunder.

WHEREAS under and by virtue of "St. Philip's Parsonage Act of 1884" it was enacted that it should be lawful for the Trustees for the time being of a certain piece or parcel of land situated in the City of Sydney and Parish of St. Philip therein described (and being the land comprised in the Lease a copy whereof is set out in the first schedule hereto) to lease either the whole or any part of the said land upon such terms and conditions as in the said Act are set forth AND it was by the said Act provided that the said Lease or Leases should in every case be subject to the approval of the Synod of the Diocese of Sydney And it was by the said Act further enacted that the Trustees for the time being of the said piece or parcel of land should stand possessed of the rents and profits and the annual income thereof upon such trusts and for such ends intents and purposes for the benefit of the said Parish of St. Philip as the said Trustees might from time to time with the consent of the said Synod determine AND WHEREAS the present Trustees of the said piece or parcel of land are Frederick Resolute Strange and Alfred Whetton (hereinafter referred to as "the Trustees") AND WHEREAS the Trustees have made a Lease of the said land (a copy whereof is set out in the first schedule hereto) but the said Lease was made subject to the approval of the Synod of the Diocese of Sydney and it is expedient that the Synod of the said Diocese should approve of the said Lease AND WHEREAS the Trustees are also desirous of obtaining the consent of the Synod to the application by them of the rents profits and annual income to be derived under the said Lease from the said piece or parcel of land for the purposes set forth in the second schedule hereto NOW THEREFORE the Synod of the Diocese of Sydney in pursuance of the powers in that behalf conferred upon it



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of the old Military Barracks commencing on the Eastern side of Clarence Street eighty-three feet two inches northerly from Margaret Street and bounded on the west by said Clarence Street bearing northerly fifty-four feet five inches on the north by Petty's Hotel being a line bearing easterly seventy-one feet seven inches on the east by a line bearing southerly forty-eight feet four inches and on the south by a line bearing westerly seventy-one feet six inches to the point of commencement TOGETHER with the premises erected thereon known as Numbers six eight and ten Clarence Street TO HOLD the said parcel of land and premises with the appurtenances unto the Lessees their executors administrators and assigns FROM the third day of September 1917 for the term of ten years thence next ensuing YIELDING AND PAYING therefor during the said term the yearly rent of Four hundred and seventy pounds eleven shillings (£470 11s.) by equal monthly payments of Thirty-nine pounds four shillings and threepence (£39 4s. 3d.) on the third day of each month in each year a payment of One hundred pounds (£100) on account of such rent for the first three months of the said term having already been made in advance as the Lessors do hereby acknowledge and the next payment shall be made on the third day of December One thousand nine hundred and seven teen AND also as and by way of bonus for the consent provided for in clause eleven hereof will pay to the Lessors by equal monthly instalments as aforesaid and as any additional or increased rent such a sum as will represent or be equal to twenty per centum of any yearly sum over and above Four hundred and seventy pounds eleven shillings (£470 11s.) per annum which the Lessees may receive or be entitled to receive under any sublease of the said premises granted by them with such consent as aforesaid such increased or additional rent to commence and to be paid from the date of the commencement of and to be payable by the Lessees to the Lessors only during the subsistence of such sublease or any extension or renewal thereof or continuance of tenancy thereunder AND the Lessees for themselves and their respective heirs executors administrators and assigns DO and each of them DOth hereby jointly and severally covenant with the Lessors their heirs and assigns as follows:—

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may incur sustain or be liable for in respect of the straining or overloading of the floors with goods of a heavy character as also of all other costs charges or expenses incurred by the Lessors under the authority of these presents all of which costs charges and expenses shall be treated as expended for the benefit of the Lessees and shall be repaid to the Lessors on demand and if not paid shall be recoverable from the Lessees as and for rent in arrear.

6. And also that the Lessees will permit the Lessors and their Agents with or without workmen to enter upon the said demised premises at all reasonable times in order to carry out thereon any works which may be required to be performed in pursuance of any notice served on the Lessors or Lessees by any competent authority and which the Lessees may not be bound or if bound may neglect to carry out in the latter case and also in case such works alterations or improvements shall be occasioned by the nature of the business carried on by the Lessees the costs and charges incurred or sustained by the Lessors in performing such work shall be repaid to them by the Lessees on demand and if not so paid shall be recoverable from the Lessees as and for rent in arrear.

7. That the Lessees will not do anything to prejudice the Lessors' insurance on the said demised premises or cause any increased premium thereon to be payable and if and in case any increase in the rate of the Lessors' insurance shall be made by reason of any acts of the Lessees done with the approval of the Lessors then the Lessees will give due notice to the Insurance Company in which the premises are insured before the act shall be committed and the Lessees shall bear and pay the additional premium.

8. That the Lessees will not during the term hereby granted without the consent in writing of the Lessors (which is not to be unreasonably withheld) make any alterations in or additions to the external or internal architectural plan elevation construction or arrangement of any building for the time being on the demised premises or injure any of the principal timber or walls of such building.

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or the number of persons employed there AND will not store heavy goods on the upper floors of the said building or do anything whereby the said building or any part thereof may be strained or the walls or floors caused to sag or deflect from their right lines and will keep and maintain the lift and fixtures in clean tenantable and good working order and condition and the said building together with the lift and fixtures upon or belonging to the same so repaired and maintained and kept at the end or other sooner determination of the term will peaceably yield and deliver up to the Lessors or their Assigns reasonable wear and tear (not arising from want of external or internal painting and repairs) and damage by fire storm and tempest or other inevitable accident only excepted.

4. That the Lessees will in every fourth year in the said term paint where previously painted all outside woodwork and ironwork as also the inside woodwork iron and cement work belonging to the said premises with two coats of proper oil colors in a workmanlike manner and will also in every fourth year of the said term wash, distemper and whiten all walls belonging to the said premises.

5. That the Lessees will permit the Lessors and their Agents with or without workmen to enter upon the said premises at all reasonable times and view and examine the condition of the same and all defects and wants of repair then or there found to give and leave notice in writing upon the said premises and the Lessees will within one calendar month after such notice well and sufficiently repair and make good the said defects and wants of repair according to such notice. PROVIDED always and it is hereby agreed and declared that if the Lessee shall at any time make default in the performance of any of the covenants hereinbefore contained either for or relating to the upholding repairing or renewing of the said premises it shall be lawful for the Lessors (but without prejudice to the right of entry under the clause hereinafter contained) to enter upon the said premises for the purpose of upholding repairing or renewing the same or any part thereof and the Lessees will reimburse to and hereby agree to indemnify the Lessors against any outlay or damages costs charges or expenses which the Lessors

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1. That the Lessees will at all times during the said term hereby granted pay or cause to be paid unto the Lessors the rent hereby reserved on the days and times and in manner aforesaid including the additional or increased rent (if any) lastly hereinbefore reserved.

2. That the Lessees will pay for all gas and for all electric light and current consumed upon the said demised premises as also any excess water used by them over and above the usual allowance by the Metropolitan Board of Water Supply and Sewerage.

3. That the Lessees will at all times during the said term well and sufficiently uphold repair and maintain the building now erected on the demised premises and all other buildings (if any) which may hereafter be erected thereon (all of which several buildings collectively are hereinafter referred to as the "said buildings") and all the windows shutters doors fastenings floors stairs partitions ceilings party and all other walls roofs rails fences pavements footpaths privies sinks pipes cisterns and drains thereto respectively belonging and every part of the inside and outside of the said buildings in good and substantial repair and weathertight during the whole term hereby demised AND will relieve the Lessors of and from all liabilities in respect of the regulations and requirements of any lawful authority including the Board of Health Water and Sewerage Board and any other Statutory or Municipal Body in relation to the demised premises and from all matters and repairs save as hereinafter excepted not involving structural alterations or defects and will in all respects conform to the rules and regulations for the time being in force in connection with The Shop and Factories Act or any similar or substitutive State or Commonwealth Act which may from time to time be in force and will indemnify and save harmless the Lessors in respect thereof. Provided however that the Lessees shall not be liable to comply with the terms of any such notice as aforesaid or any notice whatsoever if the compliance therewith would involve structural alterations or repairs to the said premises except such structural alterations or repairs as are occasioned by reason of the nature of the business carried on by the Lessees in the said premises

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shall and may be lawful to and for the Lessors into and upon the said building and premises hereby demised or into and upon any part thereof in the name of the whole to re-enter and the same to have again retain and enjoy as in its former estate and the Lessees to expel put out and remove without any legal process whatever PROVIDED LASTLY AND IT IS HEREBY AGREED AND DECLARED that if and whenever any dispute or question shall arise between the Lessors and Lessees touching these presents or anything herein contained or the construction hereof or the rights duties or liabilities in relation to the premises the matter in difference shall be referred to two Arbitrators or their Umpire in all respects pursuant to "The Arbitration Act 1902" or any then subsisting Statutory modification thereof.

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THE SCHEDULE HEREINBEFORE REFERRED TO.

A new lift to be erected to carry one ton.

Repair all floors.

Hinged flap doors to floors where well hole now is.

Remove all stairs except one flight and make good the openings.

Remove bricks from arches and make good.

Remove bricks to widen the openings on top floor to a width of four feet six inches.

Remove tracks from cart dock and make good with concrete floor and re-grade cubes on footpath.

Build up cavity wall on ground floor at North side from stairs to back wall and drain the cavity into sewer at the back.

White wash inside throughout.

Paint in two coats all outside walls doors sashes frames and all woodwork and glaze all broken windows.

Put bars to remaining windows on first floor at back.

Repair roof and paint outside of iron.

Paint all down-pipes and ironwork one coat.

Remove present lift and make good the openings.

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2. That the Lessors will pay all rates and taxes upon the said demised premises excepting excess water rates and charges for gas and electric light and current supplied to the Lessees.

3. That the Lessors will carry out and complete in a workmanlike manner within a reasonable time the alterations and improvements to the demised premises set out in the schedule hereto and will give the Lessees fourteen clear working days notice when the said premises are ready for occupation PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that if the said building or any part thereof shall be destroyed or damaged by fire storm or tempest or other inevitable accident so as to be totally or partially unfit for occupation or use then and in any of such cases the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained other than arrears previously due and also all remedies for recovering the same shall be suspended until the Lessors shall have caused such premises to be repaired or rebuilt as the case may require the amount of the rent to be suspended to be settled by mutual consent or in case of dispute by reference to arbitrators in the manner hereinafter provided PROVIDED FURTHER AND IT IS HEREBY AGREED AND DECLARED that if the said yearly rent herein reserved or any part thereof shall be behind or unpaid in part or in whole for the space of twenty-one days next over or after any of the days of payment when the same ought to be paid as aforesaid contrary to the true intent and meaning of these presents or if the Lessees shall not from time to time and at all times hereafter during the continuance of the said term hereby granted well and faithfully observe perform fulfil and keep all and singular the covenants clauses provisoes agreements and stipulations herein contained on the part and on behalf of the Lessees to be observed performed fulfilled and kept or shall make any breach in the observance or performance of the same respectively according to the true intent and meaning of these presents and shall not after twenty-one days' notice in writing shall have been given to the Lessees by the Lessors pay such rent or make good any such breach of and in the said covenants clauses provisoes agreements and stipulations herein contained or if all of them the Lessees shall become bankrupt or insolvent then and in any or either of such cases it

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9. That the Lessees will not allow noise or nuisance to be created or committed or allowed to be continued in or upon any part of the demised premises so as to unreasonably interfere with the comfort of neighbors nor shall any goods be brought or kept therein of an explosive character nor shall any rats or other vermin be allowed to harbour on the said premises or any part thereof nor any other thing done or suffered whereby the sanitary condition of the said premises or the reasonable comfort of neighbours or their property shall be interfered with or any insurance policy on the said building be prejudicially affected or the rates of premium thereon increased and the Lessees will not at any time during the said term carry on or permit or suffer to be carried on in the demised premises any noisome dangerous or offensive trade or occupation.

10. That the Lessees will during the said term use and occupy the demised premises as and for Bonded and/or Free Stores or some other business of non-offensive character only.

11. That the Lessees shall not nor will during the term hereby granted assign transfer demise sublet or set over and otherwise by any act or deed procure the land and premises hereby demised or any part thereof to be assigned transferred demised sublet or set over unto any person whomsoever without the consent in writing of the Lessors first had and obtained provided that such leave shall not be arbitrarily withheld in the case of a respectable and responsible tenant.

And each of them the Lessors for himself his heirs executors administrators and assigns DO HEREBY COVENANT with the Lessees their executors administrators and assigns as follows:—

1. That the Lessees or some or one of them paying the rent hereby reserved and performing the covenants on the part of the Lessees herein contained shall and may peaceably possess and enjoy the hereby demised premises for the term hereby granted without any interruption by the Lessors their executors administrators or assigns or any other person or persons lawfully claiming by from or under them.

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Fit up two Water Closets on ground floor.

Remove all other lavatories.

Leave one gas branch in centre of office ceiling for two burners and remove all other gas fittings.

#### THE SECOND SCHEDULE.

First.—In payment of all costs and expenses incidental to obtaining this Ordinance.

Secondly.—In payment of rates and taxes on the land referred to in this Ordinance (amounting at the present time to Eighty-four pounds thirteen shillings and three pence (£84 13s. 3d.) per annum) now due and hereafter to accrue in respect of the period of the tenancy under the said Lease.

Thirdly.—In aid of the funds available from time to time for the purposes of the stipend of the Rector of the Church of St. Philip to the extent of a sum not less than One hundred and fifty pounds (£150) per annum nor more than One hundred and seventy-five (£175) per annum.

Fourthly.—In payment of an amount towards the rates and taxes on the School of the Church of St. Philip equal to the difference between the annual rents received for such School and the amount of the rates and taxes payable thereon.

Fifthly.—In payment of the moneys borrowed by the Trustees to enable them to carry out the alterations and improvements specified in the Lease amounting to approximately Nine hundred pounds (£900) and the interest thereon and in payment of the existing debt on the old Rectory of the Church of St. Philip amounting to Five hundred and twenty pounds (£520) and the interest thereon and in payment in and towards the maintenance and upkeep of the Church buildings and for other parochial objects or for any one or more of the said purposes or partly for one and partly for another or others of the same.

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

E. W. MOLESWORTH,

*Chairman of Committees.*

We certify that this Ordinance was passed on 28th September, 1917.

E. CLAYDON } *Secretaries of*  
W. R. BEAVER } *the Synod.*

I assent to this Ordinance.

JOHN CHARLES SYDNEY.

4th October, 1917.